Mr. Charles A. Biney  
Executive Director  
Volta Basin Authority  
10 P. O. Box 13621  
Ouagadougou 10  
Burkina Faso

Re: Africa: Grant for the Preparation of the Volta River Basin Strategic  
Action Programme Implementation Project  
GEF PPG Grant No. TF018530

Dear Sir:

In response to the request for financial assistance made on behalf of the Volta Basin Authority ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as Implementing Agency of the Global Environment Facility (GEF), proposes to extend to the Recipient a grant in an amount not to exceed two hundred thousand United States Dollars (U.S.$200,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the GEF trust fund for which the World Bank receives periodic contributions from donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the GEF trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and return it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.
Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as Implementing Agency of the Global Environment Facility

By

Boutheina Guermazi
Acting Director, Regional Integration
Africa Region

AGREED:

VOLTA BASIN AUTHORITY

By:

Authorized Representative

Name: CHARLES A. BINNEY
Title: EXECUTIVE DIRECTOR
Date: 19 January 2015

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated February 15, 2012 ("Standard Conditions"), with the following modifications, constitute an integral part of this Agreement.

The reference to "Member Country" in Section 2.09 of the Standard Conditions means with respect to each activity included in the Project, the member of the World Bank in whose territory such activity is carried out or any of such member's political or administrative subdivisions; and "Member Countries" means the River Basin member countries participating in the Project, namely the Republic of Benin, Burkina Faso, the Republic of Côte d'Ivoire, the Republic of Ghana, the Republic of Mali and the Republic of Togo.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, provided that for the purposes of this Agreement the term "Project", whenever used in the Standard Conditions, shall mean the Activities referred to in Section 2.01 of this Annex. The following additional terms shall have the following meanings:

(a) "Convention" means the "Convention on the Status of the Volta River and the Establishment of Volta Basin Authority" establishing the Volta Basin Authority, signed by the Member Countries on January 19, 2007.

(b) "Training" means the reasonable costs associated with training and workshop participation under the Activities, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Grant is to support the preparation of the Volta River Basin Institutional Development and Strategic Action Programme Implementation project ("Main Project"). The activities ("Activities") for which the Grant is given consist of the following parts:

Part I. Provision of support for the preparation of some studies related to the Main Project, including: (a) technical environmental studies; (b) social evaluation studies; and (c) feasibility studies for priority actions.
Part II. Provision of overall guidelines for the Project implementation, including support for the preparation of the Project implementation manual.

Part III. Provision of capacity building activities, including the carrying out of a training program for the Recipient's staff as well as other stakeholders involved in the Main Project on, *inter alia*, financial management and procurement.

2.02. *Project Execution Generally.* The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with: (a) the provisions of Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines"); and (c) this Article II.

2.03. *Completion Report.* The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

2.04. *Financial Management.* (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the entire period during which withdrawals from the Grant Account were made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

2.05. *Procurement*

(a) General. All goods and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:


(ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014) ("Consultant Guidelines") in the case of consultants' services; and
(iii) the provisions of this Section, as the same shall be elaborated in the
procurement plan prepared and updated from time to time by the Recipient for the Project in
accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the
Consultant Guidelines ("Procurement Plan").

(b) Definitions. The capitalized terms used in the following paragraphs of this
Section to describe particular procurement methods or methods of review by the World Bank of
particular contracts, refer to the corresponding method described in Sections II and III of the
Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case
may be.

(c) Particular Methods of Procurement of Goods. Except as the World Bank may
otherwise agree, goods and non-consulting services shall be procured under contracts awarded on
the basis of Shopping.

(d) Particular Methods of Procurement of Consultants’ Services

(i) Except as otherwise provided in item (ii) below, consultants’ services
shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’
services for those assignments which are specified in the Procurement Plan: (A) Quality-based
Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on
Consultants’ Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of
Individual Consultants; and (G) Single-source procedures for the Selection of Individual
Consultants.

(e) Review by the World Bank of Procurement Decisions. The Procurement Plan
shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other
contracts shall be subject to Post Review by the World Bank.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in
accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and
(c) such additional instructions as the World Bank may specify by notice to the Recipient
(including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised
from time to time by the World Bank and as made applicable to this Agreement pursuant to such
instructions), to finance Eligible Expenditures as set forth in the following table. The table
specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the
Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the
percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
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</thead>
<tbody>
<tr>
<td>(1) Goods, consultants’ services, non-consulting services and Training under the Activities</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>200,000</td>
<td></td>
</tr>
</tbody>
</table>

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is March 31, 2016.

**Article IV**

**Additional Remedies**

4.01. **Additional Events of Suspension.** The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

(a) Any Member Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Recipient of its obligations under this Agreement.

(b) The Convention has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to carry out the Project.

**Article V**

**Recipient’s Representative; Addresses**

5.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.

5.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Volta Basin Authority  
10 P. O. Box 13621  
Ouagadougou 10  
Burkina Faso  

Facsimile: +226 50376486
5.03. **World Bank's Address.** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

<table>
<thead>
<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTBAFRAD</td>
<td>248423 (MCI) or</td>
<td>1-202-477-6391</td>
</tr>
<tr>
<td>Washington, D.C.</td>
<td>64145 (MCI)</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

A. Section 2.11 (a) is modified to read as follows:

"Section 2.09. (Visits) (b) If it is not the Member Country, take all measures required on its part to enable the representatives of the World Bank to visit any part of any Member Country’s territory for purposes related to the Grant; and"

B. The expression “territory of the Recipient”, wherever used in Sections 3.07 (Financing Taxes), is modified to read “territory of each Member Country”,

C. Paragraphs 17 and 18 of the Appendix (Definitions) are modified to read as follows:

"17 “Member Country” means the member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity."