Climate Innovation Multi-Donor Trust Fund Grant Agreement

(Ghana Climate Innovation Center Project)

between

INNOHUB FOUNDATION

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AND

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrators of the Climate Innovation Multi-Donor Trust Fund)

Dated October 11, 2018
GRANT AGREEMENT dated October 11, 2018, entered between: INNOHUB FOUNDATION ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Climate Innovation Multi-Donor Trust Fund ("Climate Innovation Multi-Donor Trust Fund").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section I of the Appendix to this Agreement constitute an integral part of this Agreement.

1.02. 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.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.
Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed three million two hundred thousand United States Dollars ($3,200,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, 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 abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

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

(a) The Innohub Foundation Formation Documents have been substantially amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

(b) The formation documents for the GCVF Investment Company have been substantially amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the GCVF Investment Company to perform any of its obligations under this Agreement.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished that the conditions specified below have been satisfied.

(a) The Recipient has prepared and adopted a Project Operational Manual satisfactory to the World Bank.
(b) The Recipient has recruited a procurement specialist and financial management specialist with qualifications and experience and under terms of reference satisfactory to the World Bank.

5.02 The execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is Nelson Amo.

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

Innohub Foundation  
Accra Digital Center, Ring Road West, Accra  
Ghana Post Digital Address: GA-174-3217  
Ghana  
Tel: 233 31 229 7951

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391
AGREED at Accra, Ghana, as of the day and year first above written.

INNOHUB FOUNDATION

By

Authorized Representative

Name: NELSON AMO
Title: EXECUTIVE DIRECTOR
Date: OCTOBER 11, 2018

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Climate Innovation Multi-Donor Trust Fund

By

Authorized Representative

Name: HENRY KERALI
Title: COUNTRY DIRECTOR
Date: October 11, 2018
SCHEDULE 1
Project Description

The objective of the Project is to support entrepreneurs and SMEs involved in developing profitable and locally-appropriate solutions to climate change and increase business activity in the climate technology sector through the establishment of a locally based Climate Innovation Center.

The Grant will finance Project activities related to the establishment and operation of a Ghana Climate Venture Facility and consist of the following parts:

Part 1 Ghana Climate Venture Facility

(a) Establishment and operation of the GCVF Investment Company to provide financing to eligible GCIC clients and other climate technology SMEs that demonstrate significant potential to grow, create jobs, and address climate challenges.

(b) i. Capitalization of the GCVF Investment Company; and

   ii. Supporting fund-raising initiatives for attracting additional public and private financial resources for increasing the funding base for climate innovations and clean technology businesses.

(c) Selection of GCVF Eligible SMEs and other domestic enterprises and providing them with investment financing and/or pre- and post-investment technical assistance as per the eligibility criteria and policies and procedures in the Project Operational Manual.

(d) Provision of implementation support including: (i) carrying out financial management and procurement; (ii) preparing Project Reports; and (iii) monitoring and evaluating Project progress and results; all through provision of goods, technical advisory services, training and Operating Costs.

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1 Component 2 under the Ghana Climate Innovation Center Project.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient represents and warrants that it is duly registered in accordance with the laws of the Republic of Ghana and that it is duly organized and authorized to conduct business and to carry out the Project in accordance with this Agreement.

2. Steering Committee

To promote effective implementation of the Project, the Recipient shall not later than 3 months from the Effective Date, establish and thereafter maintain throughout the implementation of the Project, a Steering Committee comprising, a representative from the Board and two independent professionals with investment management or investment fund structuring experience satisfactory to the World Bank; and to provide independent oversight to ensure the utilization of the Project funds is maintained consistent with the Project objectives, with a composition and terms of reference satisfactory to the World Bank. Any changes to the composition or the terms of reference of the Steering Committee shall be approved by the World Bank.

3. Ghana Climate Venture Facility

(a) In implementing Parts (a) and (b) of the Ghana Climate Venture Facility, the Recipient shall:

(i) establish the GCVF Investment Company in the Republic of Ghana, with structure, including the shareholding structure, management and governance arrangements, satisfactory to the World Bank, which shall include, inter alia, the following:

(A) For financial reporting purposes, the Capitalization of the GCVF Investment Company received from the Recipient shall be kept segregated from funds deposited from other investors into the GCVF Investment Company;

(B) The SME financing activities and SME pre and post technical assistance activities of the GCVF Investment Company shall be carried out, in compliance with procedures acceptable to the World Bank, in companies active in renewable energy products, renewable energy services, energy efficiency, waste management, climate smart agriculture, water management; or involved in
adaptation or mitigation of climate change; or that adopt climate friendly business practices;

(C) Any modifications to the structure, ownership, management and governance arrangements of the GCVF Investment Company shall be approved in writing by the World Bank;

(D) The GCVF Investment Company shall have a Board of Directors with a composition and terms of reference satisfactory to the World Bank, responsible for the overall governance and oversight of the GCVF Investment Company and for approving investment policies and procedures; and

(E) The GCVF Investment Company shall have an Investment Committee to be established by the Recipient, not later than six (6) months from the Effective Date, with a composition and terms of reference satisfactory to the World Bank, including inter alia the responsibility for reviewing and approving investments for eligible SMEs, overseeing the management of the investment portfolio. Any changes to the composition or the terms of reference of the Investment Committee shall be approved by the World Bank.

(ii) enter into an agreement ("Service Agreement") with the GCVF Investment Company, under terms and conditions approved by the World Bank, which shall include, inter alia:

(A) the obligation of the GCVF Investment Company to:

(1) (i) identify, structure, execute, and manage investments in eligible SMEs; (ii) provide pre- and post- investment guidance and technical assistance to eligible SMEs; and (iii) report to the Recipient, investors and stakeholders on the financial aspects and other performance indicators of the investments;

(2) have professional staff in adequate numbers and with terms of reference, qualifications and functions, and online presence acceptable to the World Bank and the Recipient, to perform all Project related functions; and
(3) develop a Private Placement Memorandum and related fundraising documents within six (6) months from the Effective Date to raise investments from private and public investors into the GCVF Investment Company, in form and substance satisfactory to the World Bank.

(iii) exercise its rights under the Service Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. In case of any conflict between provisions of the Service Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Service Agreement or any of its provisions; and

(iv) not hire any of its subsidiaries or affiliates for any Project activities, unless it has been selected through a competitive selection/procurement process.

4. Funding Agreement

(a) The Recipient shall not later than six (6) months from the Effective Date enter into an agreement ("Funding Agreement") with the GCVF Investment Company, under terms and conditions satisfactory to the World Bank, which shall include, inter alia, the following:

(i) the obligation of the Recipient to make the proceeds of the Grant allocated from time to time to categories (2) of the table set forth in Section IV.A.2 of this Schedule available to the GCVF Investment Company as Capitalization of the GCVF Investment Company;

(ii) the criteria for the use of the Capitalization of the GCVF Investment Company; and

(iii) the obligation of the GCVF Investment Company to enter into an agreement ("Shareholders Agreement") with each respective investor under terms and conditions satisfactory to the World Bank. Any modifications or amendments to the Shareholders Agreement shall be subject to the World Bank's written prior approval.

(b) The Recipient shall exercise its rights under the Funding Agreement in such manner as to protect the interests of the Recipient and the World Bank
and to accomplish the purposes of the Grant. In case of any conflict between the provisions of the Funding Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(c) Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Funding Agreement or any of its provisions.

5. Technical Assistance Partnership Agreement

To ensure effective implementation of the Project, the Recipient shall:

(a) Enter into an agreement ("Technical Assistance Partnership Agreement") with a Technical Assistance Partner, under terms and conditions approved by the World Bank, which shall include, inter alia: the obligation of the Technical Assistance Partner to provide the Recipient and the GCVF Investment Company with the requisite technical assistance support for the Project; and, including inter alia training the staff of the Recipient and GCVF Investment Company on investment sourcing and management, providing investment management tools, and providing advice on structuring of the GCVF Investment Company;

(a) Exercise its rights under the Technical Assistance Partnership Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Technical Assistance Partnership Agreement or any of its provisions. In case of any conflict between the provisions of the Technical Assistance Partnership Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Project Operational Manual

1. The Recipient shall adopt a Project Operational Manual (POM) in form and substance satisfactory to the World Bank, containing detailed arrangements, policies and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (g) details for setting up and operating the GCVF Investment Company including the eligibility criteria and policies and procedures for assessing, structuring, executing investments and providing technical assistance to eligible SMEs.
2. The Recipient shall carry out the Project in accordance with the guidelines and procedures set out in the POM (provided, however, that in case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree, shall not amend, abrogate or waive any provision of the POM.

C. Annual Work Plan

1. The Recipient shall:

(a) prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than December 1 in each calendar year, for the World Bank’s consideration, a proposed detailed Annual Work Plan setting out a time-bound program of Project activities by component and sub-component for the following year, including:

(i) a forecast of the funds required for their implementation, and the respective financing sources;

(ii) in case of Training, (A) the envisaged training and workshops; (B) the personnel to be trained; (C) the institutions which will conduct the training; and (D) duration of the proposed training, expected output and outcome;

(iii) an update of the Project’s disbursement profile;

(iv) the Project indicators to be achieved during the year covered by each said plan; and

(b) thereafter, shall implement with due diligence and efficiency such plan as shall have been agreed by the World Bank.

D. Safeguards

1. The Recipient shall ensure that: (i) the Project, including investments under the Project, is carried out in accordance with the Environmental and Social Management Framework (ESMF); (ii) in those cases when a site specific environmental management plan is required for an investment pursuant to provisions of the ESMF, such a plan, satisfactory to the World Bank, is prepared and publicly disclosed prior to approval of the respective investment to be financed from the proceeds of the Grant; and (iii) no investments which are likely to have significant adverse environmental or social impacts that are sensitive, diverse, or unprecedented are selected for financing under the Project.
2. Except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the provisions of the ESMF and/or the environmental management plan.

3. In case of any conflict between the terms of the ESMF and/or the environmental management plans and those of this Agreement, the terms of this Agreement shall prevail.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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”).

F. Donor Visibility and Visit

1. The Recipient shall ensure the development of a branding and communications plan for the Project in form and substance satisfactory to the Bank including highlighting the climate focus of the Project as well as the support of the World Bank and Project Donors.

2. The Recipient shall take all such measures as the World Bank may reasonably request to identify publicly the Project Donors’ support for the Project.

3. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

1. In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the World Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding
supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Project Donor(s).

B. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one quarter, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

2. 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 months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank in accordance with the provisions of Section III of this Schedule.

C. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

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

3. 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. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.
Section III. **Procurement**

A. General

1. **Procurement and Consultant Guidelines.** All goods, works, non-consulting-services 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:

   (a) Section I of the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 and revised in July 2014 ("Procurement Guidelines") in the case of goods, works and non-consulting services, and 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 and revised in July 2014 ("Consultant Guidelines") in the case of consultants' services; and

   (b) The provisions of this Section III, 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").

2. **Definitions.** The capitalized terms used below in 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.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

   **International Competitive Bidding, National Competitive Bidding and Shopping.** Goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding, National Competitive Bidding, and Shopping.

C. **Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for
procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Selection based on Consultants’ Qualifications; and (b) Selection of Individual Consultants.

D. 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.

Section IV. Withdrawal of Grant Proceeds

A. General

1. 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 “Disbursement Guidelines for Investment Project Financing” dated February 2017, 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 table in paragraph 2 below.

2. The following 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>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Consulting Services and Training, and Operating Costs</td>
<td>1,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2a) Capitalization of the GCVF Investment Company under Part 1.b (i) of the Project</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2b) Capitalization of the GCVF Investment Company under Part 1.b (ii) of the Project</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,200,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $320,000 may be made for payments made prior to this date but on or after January 1, 2017 for Eligible Expenditures;

   (b) under Category 2(a) unless and until the Recipient has: (i) established the GCVF Investment Company as set forth in Section I.A.2 of Schedule 2 to this Agreement; and (ii) entered into a Funding Agreement and a Service Agreement with the GCVF Investment Company satisfactory to the World Bank.

   (c) under Category 2(b), until the Recipient has: (i) ensured that the GCVF Investment Company has signed commitments for investments of a minimum of two million United States Dollars ($2,000,000) from public and private sector investors pursuant to the respective Shareholders Agreements between the GCVF Investment Company and said investors, satisfactory to the World Bank; and (ii) ensured that at least three investments in climate technology SMEs have been approved by the Investment Committee.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2020.
APPENDIX

A. Definitions

1. "Capitalization of the GCVF Investment Company" means the portion of the proceeds of the Grant allocated for the capitalization of the GCVF Investment Company in accordance with Part 1.b of the Project.

2. "Climate Innovation Center" means a center at Ashesi University College established and operating pursuant to the Ashesi University’s by laws, or its successor.


4. "Effective Date" means the date on which this Agreement enters into effect pursuant to Section 5.01 of this Agreement.

5. "Environmental and Social Management Framework" or "ESMF" means the framework which was disclosed in Ghana on April 10, 2015 and through the World Bank’s InfoShop on April 15, 2015.

6. "Funding Agreement" means an agreement entered into between the Recipient and the GCVF Investment Company setting out the terms and conditions for the use of Category 2 funds by the GCVF Investment Company.

7. "Ghana Climate Venture Facility Investment Company" or "GCVF Investment Company" means a fund to be established as a company limited by shares under said name or any other name with the Grant in accordance with the provisions of this Agreement, for the purpose of providing financing to GCVF Eligible SMEs and other domestic climate venture enterprises/technologies.

8. "GCVF Eligible SMEs" means small and medium enterprises selected in accordance with the selection criteria set forth in the Project Operational Manual.

9. "Innohub Foundation" means a duly formed and validly existing entity under the laws of the Republic of Ghana, in accordance with the Innohub Foundation Formation Documents.

10. "Innohub Foundation Formation Documents" means: (a) the Certificate of the Incorporation of a Company No. G-37, 688, dated March 24, 2016 (change of
name); and (b) the Certificate of the Incorporation of a Company No. G-37, 688, dated August 12, 2011 (incorporation).

11. "Investisseurs et Partenaires" or "I&P" means an investment advisory fund management company based in France established and operating pursuant to the laws of the Republic of France and having its registered office at 9 rue Notre-Dame-des-Victoires, 75002 Paris, France, or its successor thereto.

12. "Investment Agreement" means an agreement to be entered into between the GCVF Investment Company and a GCVF Eligible SME incorporating the rights and obligations of each party in connection with an investment made by the GCVF Investment Company into said SME.

13. "Investment Committee" means a committee to be established by the Recipient through the Project Implementing Entity for the purpose of assisting the GCVF Investment Company in evaluating investments proposals and referred to in Section I.A.3 of Schedule 2 to this Agreement.

14. "Operating Costs" means incremental expenditures incurred on account of Project implementation for both the Recipient and the GCVF Investment Company including office supplies, vehicles operation and maintenance costs, vehicle rental and fuel costs, maintenance of equipment, communication costs, utilities expenses, consumables, printing and publication costs, transport and accommodation, per diem, and salaries of locally contracted support staff. (excluding the salaries of Government civil servants).

15. "Private Placement Memorandum" means a memorandum developed to support the Recipient in raising funding for the GCVF Investment Company from private and public investors, containing inter alia the GCVF Investment Company business plan, investment strategy and policies, and proposed fundraising terms.


17. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 30, 2018 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

18. "Project Operational Manual" means the Recipient's manual acceptable to the World Bank setting forth the policies and procedures that apply to the carrying out of the Project, which include, inter alia: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial
management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (g) details for setting up and operating the GCVF Investment Company including the eligibility criteria and policies and procedures for assessing, structuring, executing investments and providing technical assistance to eligible SMEs;

19. “Steering Committee” means a committee of representatives from the GCVF Board and independent professionals from the private sector with experience in investment management to ensure the utilization of Project funding is maintained in the interest of the Project objectives.

20. “Technical Assistance Partnership Agreement” means the agreement to be entered into between the Recipient and the Technical Assistance Partner setting out the terms for technical assistance support during the Project.

21. “Technical Assistance Partner” means Investisseurs et Partenaires or a firm or individual responsible for providing technical assistance support to the GCVF Investment Company referred to in Section I.A.2 of Schedule 2 to this Agreement.

22. “Service Agreement” means the agreement referred to under Section I.A.3(a)(ii) of Schedule 2 to this Agreement.

23. “Shareholders Agreement” means the agreement entered into between the GCVF Investment Company and other investors incorporating the rights and obligations of each party in connection with an investment made by said investors into the GCVF Investment Company.


25. “Training” means the costs associated with training and workshops carried out under the Project, including local and international travel and per diem for workshop and training participants, costs associated with securing the services of workshop speakers and trainers, rental of workshop and training facilities, preparation and reproduction of workshop and training materials, and other costs directly related to workshop and training course preparation and implementation.