Global Partnership on Output-based Aid

Grant Agreement

(OBA Urban Sanitation Facility for the Greater Accra Metropolitan Area Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Global Partnership on Output-based Aid

Dated March 30, 2015
GPOBA GRANT NUMBER TF017278

GLOBAL PARTNERSHIP ON OUTPUT-BASED AID
GRANT AGREEMENT

AGREEMENT dated March 02, 2015, entered into between Republic of Ghana ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Global Partnership on Output-based Aid ("GPOBA").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


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 through the Ministry of Local Government and Rural Development (MLGRD) in accordance with the provisions of this Agreement and 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 equal to four million eight hundred and fifty thousand United States Dollars ($4,850,000) ("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**

**Recipient’s Representative; Addresses**

4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

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

Ministry of Finance  
P.O. Box MB40  
Accra, Republic of Ghana

Cable: ECONOMICON  
Telex: 2205 MIFAEP GH  
Facsimile: 233-30-2667069

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

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20520  
United States of America

Cable: INDEVAS  
Telex: 248423 (MCI)  
Facsimile: 1-202-477-6391

Washington, D.C.
AGREED at Accra, Republic of Ghana, as of the day and year first above written.

REPUBLIC OF GHANA

By

[Signature]

Authorized Representative

Name: Honor Cassiel Ato Forson

Title: Deputy Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Global Partnership on Output-based Aid

By

[Signature]

Authorized Representative

Name: Yussufa Croomes

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to increase access to improved sanitation for people living in low income communities in the Greater Accra Metropolitan Area (GAMA) by partially subsidizing access to new and sustainable toilet facilities.

The Project consists of the following parts:

PART A: OBA Subsidies for Sanitation Subprojects

Provision of OBA Subsidies to Subproject Implementers for the purpose of providing sanitation facilities and desludging services in the GAMA ("Subprojects").

PART B: Implementation Support for Project Management and Subproject Implementers

Strengthening the capacity of the LGPCU for Project management, provision of technical assistance to Subproject Implementers for design and implementation of Subprojects, and carrying out of independent verification of outputs through an Independent Verification Agent.
SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

   (a) The Recipient shall, at all times during the implementation of the Project and in a manner satisfactory to the World Bank, maintain the Steering Committee with adequate resources, and with responsibilities as set forth in the Project Implementation Manual, for purposes of providing strategic direction and overseeing Project implementation.

   (b) Without limitation to sub-paragraph 1(a) immediately above, the Steering Committee shall be responsible for, inter alia: (i) approving Annual Work Plans and Budgets; (ii) reviewing progress made towards achieving the Project's objectives; (iii) facilitating the coordination of Project activities and making recommendations for removal of any obstacles to the implementation of the Project; and (iv) providing comments on Project Reports and reviews prepared by the LGPCU for the benefit of the World Bank.

2. Ministry of Local Government and Rural Development (MLGRD) – Local Government Project Coordinating Unit (LGPCU)

   (a) The Recipient shall, at all times during the implementation of the Project, maintain within the MLGRD, a coordinating unit (the Local Government Project Coordinating Unit or LGPCU), with adequate staff and resources (including a Project Coordinator) satisfactory to the World Bank, for the purpose of ensuring prompt and efficient coordination of Project implementation.

   (b) Without limitation to the provisions of sub-paragraph 2(a) immediately above, the LGPCU shall be responsible for: (i) the overall coordination of Project activities, including implementation of Subprojects by Subproject Implementers, monitoring, evaluation, reporting and communications; (ii) planning and implementation of the activities under the Project; (iii) fiduciary management (i.e., financial management and procurement); and (iv) providing quality control and quality assurance of technical and fiduciary requirements of the Project.

   (c) Without limitation on the provisions of sub-paragraphs 2(a) and (b) immediately above, the LGPCU shall work in close collaboration with,
and provide all the required technical and implementation support to, Subproject Implementers to facilitate the implementation of Part A of the Project at the Subproject level.

3. Metropolitan and Municipal Assemblies (MMAs) and Waste Management Department (WMD)

MMAs and WMD shall provide overall oversight and monitoring for sanitation in their respective jurisdictions, including: (i) evaluating Subprojects and ensuring consistency with the Recipient’s National Water Policy and the National Environmental Sanitation Policy; (ii) endorsing Subproject proposals prior to submission to the LG³CU by the respective Subproject Implementer; and (iii) such other functions as set forth in the Project Implementation Manual.

B. Implementation Arrangements

1. Project Implementation Manual

(a) The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual which shall include, inter alia, the following provisions: (i) capacity building activities for sustained achievement of the Project’s objectives; (ii) disbursement, financial management and procurement procedures; (iii) institutional administration, coordination and day-to-day execution of activities of the Project; (iv) monitoring, evaluation, reporting, information, and communications; (v) Project impact and implementation indicators, including the procedures for monitoring and evaluation of Subproject activities; (vi) applicable safeguard guidelines, procedures and instruments; (vii) the format of: (A) the unaudited interim financial reports referred to in Section II.B.2 of Schedule 2 to this Agreement; and (B) the Financial Statements; (viii) criteria for selection of Subprojects and eligible Subproject Implementers; (ix) terms and conditions for granting OBA Subsidies for Subprojects; (x) implementation arrangement specific to Subprojects, including the independent verification process; and (xi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

(b) The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the World Bank; provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
2. **Independent Verification Agency (IVA)**

(a) The Recipient shall, not later than six (6) months after the date of this Agreement, recruit an Independent Verification Agent, in accordance with the provisions of Section III.C of Schedule 2 to this Agreement.

(b) The IVA shall, *inter alia*, be responsible for: (i) carrying out base-line studies and verifying Subproject proposals upon approval of such proposals by the LGPCU; and (ii) verifying outputs of respective sanitation facilities or desludging services provided, and preparing, on the basis of such verification, Independent Verification Reports (IVR) in form and substance satisfactory to the World Bank. Each IVR shall be submitted to the World Bank for its review and approval prior to disbursement of respective payments or subsidies for pertinent sanitation facilities or desludging services.

C. **OBA Subsidies for Subprojects**

1. **General**

The Recipient, through the LGPCU, shall appraise, approve and monitor Subprojects and administer the OBA Subsidies in accordance with the provisions and procedures set forth or referred to in this Part C and in more detail in the Project Implementation Manual.

2. **Eligibility Criteria for Subprojects and Subproject Implementers**

No proposed Subproject shall be eligible for financing by an OBA Subsidy out of the proceeds of the Grant unless the LGPCU has, on the basis of an appraisal in accordance with this Section and the guidelines set forth in the Project Implementation Manual, verified that the proposed Subproject satisfies the eligibility criteria specified below and set forth or referred to in more detail in the Project Implementation Manual, which shall include the following provisions:

(a) a Subproject proposal shall originate through an eligible Subject Implementer, which shall: (i) provide evidence of adequate pre-financing for any Subproject proposal; (ii) have adequate capacity, and demonstrate a willingness, to provide the required sanitation facilities and desludging services, as the case may be; (iii) provide evidence of agreement from households and landlords of a pertinent low income GAMA community to participate in the Subproject; and (iv) have demonstrated experience in implementation of similar subprojects or activities in the territory of the Recipient;
(b) the proposed Subproject shall be designed to allow residents of a low income GAMA community to access an in-house sanitation (toilet) facility;

(c) the proposed Subproject shall be for a selected low income community in the GAMA and shall be endorsed by the pertinent MMA;

(d) the technology proposed for a Subproject (e.g., type of toilet and desludging scheme) must be demonstrated and applicable to the specific situation of the selected low income communities in the GAMA and have the approval of the corresponding MMA and WMD;

(e) each Subproject proposal shall include, a landlord/tenant agreement to show, *inter alia*, acceptance of the technology to be used in the Subproject and cost sharing arrangements in the form of rental increases or payment contributions related to the additional cost of paying for the toilets and its desludging; and

(f) a pertinent Subproject proposal shall include identifiable desludging services to be provided, including transport and disposal.

3. **Approval of the Subprojects**

   (a) The Recipient shall, through the LGPCU, carry out an appraisal of the compatibility of each proposed Subproject in accordance with the eligibility criteria and the technical, financial and procurement guidelines and procedures set forth in the Project Implementation Manual.

   (b) The Project Coordinator shall, on the basis of the appraisal referred to in sub-paragraph 3(a) immediately above, approve the Subproject in accordance with the Project Implementation Manual.

4. **Terms and Conditions of OBA Subsidies**

   A Subproject shall be carried out pursuant to a Subproject Implementation Agreement, to be concluded between the LGPCU, acting on behalf of the Recipient, and the respective Subproject Implementer, prior to commencement of any activity under such Subproject; and under terms and conditions described below and referred to in more detail in the Project Implementation Manual, which shall, *inter alia*, include the following:

   (a) the description of the activities to be implemented, including the outputs and performance targets to be achieved, and the arrangements for independent verification, monitoring, and reporting on the implementation of the Subproject;
(b) the obligation of the respective Subproject Implementer to obtain adequate pre-financing of not less than fifty percent (50%) of the total Subproject cost as specified in the Project Implementation Manual from its resources or other sources.

(c) the modalities for the transfer of the OBA Subsidy to the respective Subproject Implementer including the amount of subsidy to be paid per output;

(d) the obligation of the pertinent Subproject Implementer to: (i) carry out the Subproject with due diligence and efficiency and in accordance with sound technical, engineering, environmental, financial, and managerial practices, and in accordance with the provisions of the Anti-Corruption Guidelines and the pertinent provisions of this Agreement; and (ii) maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures relating to the Subproject; and

(c) the requirement that the goods and consultants’ services to be financed from the proceeds of the OBA Subsidy shall be procured in accordance with procedures ensuring efficiency and economy and in accordance with the provisions of Section III of this Schedule.

5. Administration of Subproject Implementation Agreements

(a) The Recipient shall submit to the World Bank, for its review and approval, the first five (5) proposed Subproject Implementation Agreements prior to the signature thereof, and prior to commencement of any Subprojects under Part / of the Project and, thereafter, cause such first five (5) Subproject Implementation Agreements to be signed on behalf of the Recipient and the respective Subproject Implementers. To this end, the Recipient shall ensure that all subsequent Subproject Implementation Agreements are accordingly executed in a manner agreed with the World Bank.

(b) The Recipient shall exercise its rights and carry out its obligations under each Subproject Implementation Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce any Subproject Implementation Agreement, or any provision thereof.
D. **Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. **Environmental and Social Safeguards**

1. The Recipient shall carry out the Project, and ensure that all Subprojects under Part A of the Project are carried out, in accordance with the Safeguard Instruments, including the guidelines, rules and procedures defined in said Safeguard Instruments. To that end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the World Bank:

   (a) an Environmental and Social Management Plan (ESMP) or similar safeguard document shall be prepared in accordance with the requirements of the ESMF, disclosed locally and furnished to the World Bank and all pertinent Subprojects shall be carried out in accordance with such ESMP or similar safeguard instrument as shall have been approved by the World Bank; and

   (b) if a Resettlement Action Plan (RAP) is required for any activity(ies) under a Subproject on the basis of the Resettlement Policy Framework (RPF): (i) said RAP shall be prepared in accordance with the requirements of the RPF, disclosed locally and furnished to the World Bank; and (ii) no Subproject activity shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said activity(ies) has (have) been taken; (B) the Recipient has, or has caused to be prepared and furnished to the World Bank, a report in form and substance satisfactory to the World Bank, on the status of compliance with the requirements of said RAP; and (C) the World Bank has confirmed that said Subproject may be commenced.

2. The Recipient shall ensure that all measures required for carrying out the recommendations of the Safeguard Instruments are taken in a timely manner.

3. Without limitation to its other reporting obligations under this Agreement and under Section 2.06 of the Standard Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the Safeguard Instruments, giving details of:

   (a) measures taken in furtherance of such Safeguard Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
(c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments.

F. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than October 3 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following Fiscal Year.

2. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter, shall implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the World Bank ("Annual Work Plan and Budget").

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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 the indicators acceptable to the World Bank. Each Project Report shall cover the period of six (6) calendar months, and shall be furnished to the World Bank not later than forty-five (45) days 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 (6) months after the Closing Date.

B. Financial Management, Financial Reports, and 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 quarterly 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 quarter in form and substance satisfactory to the World Bank.

3. The Recipient shall prepare and 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 each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, 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:


   (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 and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding (ICB).

2. Other Methods of Procurement of Goods and Non-consulting Services. The following methods, other than ICB, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan:

   (a) National Competitive Bidding (NCB), subject to provisions of paragraph 3 of
this Part B; (b) Shopping; (c) Direct Contracting; and (d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.

3. **Exceptions to National Competitive Bidding Procedures.** The following provisions shall apply to the procurement of goods and non-consulting services under National Competitive Bidding procedures:

(i) procuring entities shall use appropriate standard bidding documents acceptable to the World Bank;

(ii) foreign bidders shall be allowed to participate in National Competitive Bidding procedures and foreign firms shall not be required to associate with a local partner in order to bid as a joint venture, and joint venture or consortium partners shall be jointly and severally liable for their obligations;

(iii) bidders shall be given at least thirty (30) days to submit bids from the date of the invitation to bid or the date of the availability of bidding documents, whichever is later;

(iv) no domestic preference shall be given for domestic bidders and for domestically manufactured goods;

(v) each bidding document and contract financed out of the proceeds of the grant shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The World Bank will sanction a firm or an individual, at any time, in accordance with prevailing World Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (A) to be awarded a World Bank-financed contract; and (B) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a World Bank-financed contract;

(vi) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the grant shall provide that: (A) the bidders, suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (B) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines; and
(vii) the World Bank may recognize, if requested by the Recipient, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the World Bank confirms that the particular debarment procedure afforded due process and the debarment decision is final.

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) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection (for assignments for selecting the auditors); (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; (g) Single-source procedures for the Selection of Individual Consultants; and (h) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.

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 “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 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) OBA Subsidies for Subprojects under Part A of the Project</td>
<td>3,910,000</td>
<td>100% of amounts disbursed, payable under the respective Subproject Implementation Agreement</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, and Operating Costs, under Part B of the Project</td>
<td>940,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>4,850,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of the table set forth immediately above:

1. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on Annual Work Plans and Budgets approved by the World Bank pursuant to Section I.F of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, utilities, travel, per diem, and supervision costs of locally contracted employees, excluding the salaries of the Recipient’s civil service.

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; or
   (b) under Category (1) unless a pertinent Subproject Implementation Agreement has been signed between the Recipient and a Subproject Implementer, as shall be evidenced by each such Subproject Implementation Agreement, which shall be submitted to the World Bank.
(c) Without prejudice to the provisions of sub-paragraph (b) immediately above:

(i) with respect to OBA Subsidy payments for the provision of sanitation facilities under Category (1):

(A) the first OBA Subsidy payment shall be disbursed on the basis of an IVR confirming that the pertinent sanitation facility has been built in accordance with technical standards satisfactory to the World Bank; and

(B) the second OBA Subsidy payment shall be disbursed on the basis of an IVR confirming that the pertinent sanitation facility has been used, is in operation, and is properly maintained for a period of not less than three (3) months after construction; and

(ii) OBA Subsidy payments with respect to the provision of desludging services under Category (1) shall be made on the basis of an IVR confirming that the pertinent desludging operation has been performed according to effective desludging standards satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2018.
APPENDIX

Definitions

1. "Annual Work Plan and Budget" means the work plan and budget prepared annually by MLGRD in accordance with Section 1.F of Schedule 2 to this Agreement; and "Annual Work Plans and Budgets" refers to more than one such Annual Work Plan and Budget.


3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. "Environmental and Social Management Framework" or "ESMF" means the Recipient’s framework, acceptable to the World Bank, dated December 2012, and published on December 19, 2012, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental assessments and management plans under the Project, and such term includes all schedule and annexes to the Environmental and Social Management Framework as the same may be amended from time to time with the prior written agreement of the World Bank.

5. "Environmental and Social Management Plan" or "ESMP" means an environmental and social management plan or similar safeguard document, prepared in accordance with the Environmental and Social Management Framework and the provisions of Section 1.E.1 of Schedule 2 to this Agreement, and acceptable to the World Bank, and giving details of the magnitude of the environmental impacts, as well as the specific actions, measures and policies designed eliminate any adverse impact or reduce such impact to acceptable levels and to facilitate the achievement of the objective of the Environmental and Social Management Framework, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies.

6. "Fiscal Year" means the fiscal year of the Recipient commencing on January 1 of each year and ending on December 31 of the same year.

7. "Greater Accra Metropolitan Area" or "GAMA" means the geographical area in the territory of the Recipient covering eleven (11) Metropolitan and Municipal Assemblies in the Greater Accra Region.
8. "Independent Verification Agent" or "IVA" means an independent agent recruited or to be recruited by the Recipient, and referred in Section I.B.2 of Schedule 2 to this Agreement.

9. "Independent Verification Report" or "IVR" means for each Subproject, the report to be prepared by the IVA verifying the outputs of the sanitation facilities or desludging services provided by a pertinent Subproject Implementer, and referred to in Section I.B.2 of Schedule 2 to this agreement.

10. "Local Government Projects Coordinating Unit" or "LGPCU" means the projects coordinating unit within the MLGRD referred to in Section I.A.2 of Schedule 2 to this Agreement.


12. "MMA" means a Metropolitan and/or Municipal Assembly established pursuant to the Recipient’s Local Government Act 462 of 1993.

13. "OBA Subsidies" means grants to be provided to eligible Subproject Implementers for purposes of carrying out Subprojects under Part A of the Project; and "OBA Subsidy" means each such grant.

14. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated November 5, 2014, 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.

15. "Project Implementation Manual" means the manual, satisfactory to the World Bank, and referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the World Bank.

16. "Resettlement Action Plan" or "RAP" means, in respect of any Project activity involving resettlement, a resettlement plan for such activity prepared and implemented in accordance with the RPF and the provisions of Section I.E.2 of Schedule 2 to this Agreement and approved by the World Bank, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of the affected persons, and setting forth the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such plan.

17. "Resettlement Policy Framework" or "RPF" means the Recipient’s framework dated February 2013 and published on March 7, 2013, acceptable to the World
Bank, setting forth the modalities for resettlement and compensation of affected persons under the Project, as the same may be amended from time to time with the prior written agreement of the World Bank.

18. “Safeguard Instruments” means the ESMF, RPF, related ESMPs (or similar safeguard instrument), and RAPs for the Project.

19. “Steering Committee” means the Recipient’s inter-ministerial committee referred to in Section I.A.1 of Schedule 2 to this Agreement, with composition, functions and responsibilities acceptable to the World Bank, as set forth in the Project Implementation Manual.

20. “Subprojects” means the activities to be carried out by Subproject Implementers for the provision of sanitation facilities and desludging services to low income communities in the GAMA, and referred to in Part A of Schedule 1 to this Agreement.

21. “Subproject Implementation Agreement” means the agreement as referred in Section I.C.4 of Schedule 2 of this Agreement between the Recipient, acting through the LGPCU and each Subproject Implementer in accordance with the terms and conditions set forth in Section I.C of Schedule 2 of this Agreement and elaborated in the Project Implementation Manual.

22. “Subproject Implementers” means entities or agencies, including MMAs, non-governmental organizations, micro-financing institutions, community-based organizations and other private sanitation service providers, that have met the eligibility criteria specified under Section I.C.2 of Schedule 2 to this Agreement, as elaborated in the Project Implementation Manual, and have been selected to implement Subprojects under Part A of the Project.

23. “WMD” or “Waste Management Department” means an administrative department in a MMA responsible for waste management.