June 23, 2017

Honourable Ken Ofori-Atta
Minister
Ministry of Finance
P.O. Box MB 40
Accra, Ghana

Dear Hon. Minister:

Re: Republic Ghana: OBA Urban Sanitation Facility for the Greater Accra Metropolitan Area Project (TF017278)
Amendment to the Grant Agreement

We refer to the Grant Agreement (Agreement), dated March 2, 2015 between the Republic of Ghana (“Recipient”) and the International Development Association (“World Bank”) acting as Administrator of the Global Partnership on Output-based Aid. In response to your letter to the World Bank dated May 18, 2017, the World Bank proposes to amend the Agreement as follows:

1. Part B of the Project in Schedule 1 (Project Description) to the Agreement is amended by adding the following words “and the LGPCU’s monitoring and evaluation unit after the words “Independent Verification Agent.”

2. Schedule 2 (Project Execution) to the Agreement is amended as follows:

(a) Section I.A.2 (b) is amended by deleting the word “and” before paragraph iv and adding new paragraphs (vi) and (vii) to read as follows:

“(vi) preparation of the baseline studies; and (vii) preparing Interim Verification Reports in form and substance satisfactory to the World Bank.”

(b) Section I.A.2 (c) is amended to read as follows:

“(c). Without limitation to the provision of sub-paragraphs 2 (a) and (b) immediately above, the LGPCU shall: (i) work in close collaboration with, and provide all the required technical and implementation support to Subproject Implementation to facilitate implementation of Part A of the Project at the Subproject level; (ii) ensure that the Interim Verification Reports are prepared in form and substance satisfactory to the World Bank; and (iii) submit each Interim Verification Report 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) Section I.B.2 (a) is amended by adding the following words “or any other date to be agreed with the World Bank” after the words “date of this Agreement.”
(d) Section B.2 (b) (i) is deleted in its entirety including the preceding word "and" and Section B.2. (b) (ii) is renumbered as Section B.2 (b) (i).

(e) Section IV.B.1 (c) (i) (A) is amended by adding the words "or "a Monitoring and Evaluation Interim Verification Report" after the word "IVR.

(f) Section IV.B.1 (c) (ii) is amended by adding the words "or a Monitoring and Evaluation Interim Verification Report" after the word "IVR."

(g) Section 1.C 4 (b) is amended to read as follows:

"(b) the obligation of the respective Sub-project Implementer to obtain adequate pre-financing of not less than seventy percent (70%) of the Sub-project costs from its own resources or other sources as specified in the Project Implementation Manual.

3. The Appendix (Definitions) to the Agreement is amended as follows:

(a) Paragraph 9 is amended by adding the following words “after March 31, 2017” after the words “by the IVA.”

(b) Paragraph 16 is deleted in its entirety and replaced with the following “MoSWR” means the Recipient’s Ministry of Sanitation and Water Resources and all references to “the Ministry of Local Government and Rural Development”, or “MLGRD” in the Agreement are amended mutatis mutandis to read as the “Ministry of Sanitation and Water Resources” or “MoSWR” respectively.

(c) The former paragraph 12 is renumbered as paragraph 11 and a new paragraph 12 is added and reads as follows:

“Monitoring and Evaluation Interim Verification Report” means for each Subproject, the report to be prepared by the Monitoring and Evaluation unit of the LGPCU prior to March 31, 2017 satisfactory to the Bank, verifying the outputs of the sanitation facilities or desludging services provided by a pertinent Subproject Implementer, and referred to in Section I.A.2 (b) (vii) of Schedule 2 to this Agreement.”

(d) A new paragraph 13 is added and reads as follows: “MoSWR” means the Recipient’s Ministry of Sanitation and Water Resources.”

(e) The former paragraphs 12-23 are renumbered as paragraphs 14-25.

4. The table set forth in Section IV.A. 2 shall be deleted in its entirety and replaced with the table set forth in Annex 1 to this Amendment.

5. All other provisions of the Agreement that have not been amended, shall remain unchanged and in full force and effect.
Please confirm the Recipient's agreement with the foregoing Amendment letter by signing, dating and returning to us the enclosed copy of this Amendment letter. Upon receipt by the World Bank of the countersigned copy of this Amendment letter, this Amendment letter will become effective as of the date of the countersignature.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ____________________

Henry Kerali
Country Director for Ghana
Africa Region

AGREED:

REPUBLIC OF GHANA

By: ____________________
Authorized Representative

Name: Ken Ofori-Atta
Title: Minister
Date: 29th June, 2017
### Annex 1

<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 under Part A of the Project</td>
<td>4,040,000</td>
<td>100% of amounts disbursed payable under respective Sub-project Implementation Agreement</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services and Operating Costs under Part B of the Project</td>
<td>810,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,850,000</td>
<td></td>
</tr>
</tbody>
</table>
