November 19, 2014

Honorable Minister
Dr. Kwabena Duffour
Ministry of Finance and Economic Planning
P.O. Box MB40
Accra, Ghana

Honorable Minister:

Re: Ghana: IDA Credit No. 50970 Public Private Partnership Project
First Revised Disbursement Letter dated November 22, 2012
Additional Instructions: Disbursement

I refer to the Financing Agreement between the Republic of Ghana ("Recipient") and the International Development Association ("Association") for the above-referenced project, dated November 22, 2012. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of Credit 50970 GH ("Financing"). This is the first revision to the Disbursement Letter dated November 22, 2012. This letter includes the change of the ceiling of the Designated Account as well as the reporting type from Report based (IFR) to Transaction based (SOE). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached World Bank Disbursement Guidelines for Projects, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Credit is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The following Disbursement Methods may be used under the Credit:

- Reimbursement
- Advances
- Direct Payment
- Special Commitments

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four [4] months after the Closing Date. Any changes to this date will be notified by the World Bank.

II. Withdrawal of Credit Proceeds
II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1).
An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the
Association at the address indicated below providing the name(s) and specimen signature(s)
of the official(s) authorized to sign Applications:

The World Bank
Independence Avenue, 10th Street
Plot #3
Ridge, Accra
Tel:(233 302) 214100
Attention: Mr. Yusupha B. Crookes, Country Director for Ghana

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a)
applications for withdrawal, together with supporting documents, and (b) applications for
special commitments, together with a copy of the commercial bank letter of credit, to the
address indicated below:

The World Bank, Loan Department
13th Floor Delta Center
Menengai Road
Upper Hill
P.O. Box 30557-00100
Nairobi Kenya
Tel +254 20 2936 000
Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to
electronically deliver to the Association Applications (with supporting documents) through
the Association’s Client Connection, web-based portal. The option to deliver Applications to
the Association by electronic means may be effected if: (a) the Recipient has designated in
writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are
authorized to sign and deliver Applications and to receive secure identification credentials
(“SIDC”) from the Association for the purpose of delivering such Applications by electronic
means; and (b) all such officials designated by the Recipient have registered as users of
Client Connection. If the Association agrees, the Association will provide the Recipient with
SIDC for the designated officials. Following which, the designated officials may deliver
Applications electronically by completing Form 2380, which is accessible through Client
Connection (https://clientconnection.worldbank.org). The Recipient may continue to
exercise the option of preparing and delivering Applications in paper form. The Association
reserves the right and may, in its sole discretion, temporarily or permanently disallow the
electronic delivery of Applications by the Recipient.

(iv) Terms and Conditions of Use of SIDC to Process Applications. By designating
officials to use SIDC and by choosing to deliver the Applications electronically, the
Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the
Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation (“Terms and Conditions of Use of Secure Identification Credentials”) provided in Attachment [3]; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications is US$ 200,000.

(vi) Advances (sections 5 and 6).

- **Type of Designated Account** (subsection 5.3): Segregated
- **Currency of Designated Account** (subsection 5.4): US Dollars
- **Financial Institution at which the Designated Account Will Be Opened** (subsection 5.5): Merchant Bank, Ghana Limited
- **Ceiling** (subsection 6.1): USD 3,000,000.00.

Reporting on Use of Credit Proceeds

Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out below:

- **For requests for Reimbursement:**
  - Statement of Expenditure in the form attached (Attachment 4)
  - List of payments against contracts that are subject to the World Bank’s prior review, in the form attached (Attachment 5)
  - Supplementary information on performance grants (included in Attachment 6)

- **For reporting eligible expenditures paid from the Designated Account:**
  - Statement of Expenditure in the form attached (Attachment 4)
  - List of payments against contracts that are subject to the World Bank’s prior review, in the form attached (Attachment 5)
  - Supplementary information on performance grants (included in Attachment 6)

- **For requests for Direct Payment:** records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and acceptance of contracted goods or service.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3): Monthly

IV. Other Important Information

If you have any queries in relation to the above, please contact the Finance Officer at loa-afr@worldbank.org using the above reference.

Yours sincerely,

Luis Schwarz
Senior Finance Officer
CTRLD

Attachments:
2. Form for Authorized Signatures
4. Form of “Statement of Expenditures”
5. Form of Payments Against Contracts Subject to the World Bank’s Prior Review

Luis M. Schwarz, Senior Finance Officer

Cleared with and cc: Edith Ruguru Mwenda - LEGAM
Peter Mousley \ Riham Shendy - TTL
The World Bank
Dr. Isert Road 69
North Ridge Residential Area
Accra, Ghana

Attention: Mr. Yusupha Crookes, Country Director

Dear Mr. Crookes,

Re: Ghana: IDA Credit No. 50970 Public Private Partnership Project

I refer to the Financing Agreement ("Agreement") between the International Development Association ("Association") and the Republic of Ghana ("Recipient"), dated November 22, 2012 providing the above Financing. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal [and applications for a special commitment] under this Financing.

For the purpose of delivering Applications to the Association, 2[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting 3[individually] 4[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

5[This confirms that the Recipient is authorizing such persons to accept Tokens and to deliver the Applications and supporting documents to the Association by electronic

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1 Instruction to the Recipient: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. Please delete this footnote in final letter that is sent to the Association.

2 Instruction to the Recipient: Stipulate if more than one person needs to jointly sign Applications, if so, please indicate the actual number. Please delete this footnote in final letter that is sent to the Association.

3 Instruction to the Recipient: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Association.

4 Instruction to the Recipient: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Association.
means. In full recognition that the Association shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the *Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of Tokens"), the Recipient represents and warrants to the Association that it will deliver to each such person a copy of the Terms and Conditions of Use of Tokens and will cause such persons to abide by those terms and conditions.

This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

[Name], [position] Specimen Signature: ________________

[Name], [position] Specimen Signature: ________________

[Name], [position] Specimen Signature: ________________

[Name], [position] Specimen Signature: ________________

Yours truly,

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5 Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Tokens and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. Please delete this footnote in final letter that is sent to the Association.
Terms and Conditions of Use of Secure Identification Devices
in connection with Use of Electronic Means
to Process Applications
and Supporting Documentation

January 20, 2010

The World Bank (Bank)\(^6\) will provide secure identification devices (Tokens) to permit the Borrower\(^7\) to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

A. Identification of Users.

1. The Borrower will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide Tokens to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.

2. Each Signatory must register as a user on the Bank’s Client Connection (CC) website (https://clientconnection.worldbank.org) prior to delivery of Tokens. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

B. Distribution, Initialization and Return of Tokens.

1. The Bank will physically deliver a Token to each Signatory in a manner to be determined by and satisfactory to the Bank.

2. At the time of delivery of a Token to a Signatory, the Signatory will receive a copy of these Terms and Conditions of Use for purposes of initializing the Token.

3. The Bank will verify that the Token, Temporary Password and Terms and Conditions of Use have been duly delivered to and received by the CC User.

4. Promptly upon receipt of the Token and Terms and Conditions of Use, the Signatory will access CC using his/her account name and CC Password and register his/her Token and set a personal identification number (PIN) to be used in connection with the use of his/her Token,

\(^6\) “Bank” includes IBRD and IDA.

\(^7\) “Borrower” includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.
after which the Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the Token, the Signatory will be a “Token User”. The Bank will maintain in its database a user account (Account) for each Token User for purposes of managing the Token of the Token User. Neither the Borrower nor the Token User will have any access to the Account.

5. Prior to first use of the Token by the Token User for delivering Applications, the Borrower shall ensure that the Token User has received training materials provided by the Bank in use of the Token.

6. Tokens shall be promptly returned to the Bank upon request of the Bank.

C. Management of Tokens.

1. Tokens will remain the property of the Bank.

2. Use of the Token is strictly limited to use in the delivery of Applications by the Token User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the Token is prohibited.

3. The Bank assumes no responsibility or liability whatsoever for any misuse of the Token by the Token User, other representatives of the Borrower, or third parties.

4. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in delivery of a Token to each Token User) that each Token User is provided, understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

   Security

4.1. The Token User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.

4.2. The Token User shall not allow anyone else to utilize a Token to deliver an Application to the Bank.

4.3. The Token User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.

4.4. If the Token User believes a third party has learned his/her PIN or has lost his/her Token he/she shall immediately notify clientconnection@worldbank.org.

4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised Tokens, and take other reasonable steps to ensure such Tokens are disabled immediately.

Care of Tokens
4.6. Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Token.

4.7. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care Tokens are available at http://www.rsa.com.

5. **Replacement**

5.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Tokens will be replaced at the expense of the Borrower.

5.2. The Bank reserves the right, in its sole discretion, not to replace any Token in the case of misuse, or not to reactivate a Token User’s Account.

6. **Reservation of Right to disable Token**

6.1. The Borrower shall reserve the right to revoke the authorization of a Token User to use a Token for any reason.

6.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a Token, de

6.3. -activate a Token User’s Account or both.
Ghana - Project Name
STATEMENT OF EXPENDITURE (SOE)

Payments made during the period from ___________ To ___________
Expenditures under contracts not subject to Bank Prior Review

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No.</th>
<th>Name of Supplier, Contractor or Consultant</th>
<th>Brief Description of Goods, Works or Services</th>
<th>Total Amount of Contract (Include all currencies)</th>
<th>Currency of Expenditure</th>
<th>Total invoices amount covered by this application (net of retention)</th>
<th>% of financing</th>
<th>Currency and Eligible amount paid (7)(8)</th>
<th>US$ Equivalent paid from Special Account**</th>
<th>Date of Payment</th>
<th>Exchange Rate</th>
<th>Remarks</th>
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TOTALS

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Supporting documents for this SOE retained at: ____________________________

Notes: (*) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category.
(***) If this application is not for replenishment of the Special Account, leave columns 10 and 12 blank.
# Ghana – Project Name

**SUMMARY SHEET**

Payments made during the period from ___________________ To ___________________

Expenditures under contracts subject to Bank Prior Review:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No.</th>
<th>Name of Supplier, Contractor or Consultant</th>
<th>Brief Description of Goods, Works or Services</th>
<th>Total Amount of Contract (Include all currencies)</th>
<th>Currency of Expenditure</th>
<th>Total invoice amount covered by this application (net of retention)</th>
<th>Eligible % of financing</th>
<th>Currency and eligible amount paid (7)×(8)</th>
<th>US$ Equivalent paid from Special Account**</th>
<th>Date of Payment</th>
<th>Exchange Rate</th>
<th>Remarks or Invoice references, including no-objection telex data</th>
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**Notes**

(*) Items should be grouped by category, or alternatively, a separate Summary Sheet may be used for each category.

(**) If this application is not for replenishment of the Special Account, leave columns 10 and 12 blank.
### INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
### DESIGNATED ACCOUNT RECONCILIATION STATEMENT

**LOAN/CREDIT/TRUST FUND NO.:**

**APPLICATION NO.:**

**PERIOD:** [ ] to [ ]

 Account Number: [ ] with (Bank): [ ]

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<td>1</td>
<td>Total Advanced by World Bank (or Co-financier)</td>
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<tr>
<td>2</td>
<td>Less: Total Amount Recovered by World Bank</td>
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<td>3</td>
<td>Present Outstanding Amount Advanced to the Designated Account</td>
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<td>Balance of Designated Account per Attached Bank Statement as of Date</td>
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<td>Plus: Total Amount Claimed in this Application No.:</td>
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<td>6</td>
<td>Plus: Total Amount Withdrawn and not yet Claimed</td>
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<td>Reason: [ ]</td>
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<td>7</td>
<td>Plus: Amounts Claimed in Previous Applications not yet Credited at date of Bank Statement</td>
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</tbody>
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<th>Application No.:</th>
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| 8 | Minus: Interest Earned | - $ [ ] 0.00 [ ] |
| 9 | Total Advance Accounted for (No. 4 through No. 9) | = $ [ ] 0.00 |
| 10 | Explanation of any difference between the totals appearing on lines 3 and 9: | $ [ ] 0.00 |

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<td>Date: [ ]</td>
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Prepared by: [ ] Title: [ ]

* All items should be indicated on the Bank Statements