Re: Ghana: Transport Sector Project (Credit Number 4600-GH) – Amendment to the Financing Agreement

Honorable Minister:

We refer to the Financing Agreement between Republic of Ghana (the Recipient) and the International Development Association (the Association) dated August 14, 2009, (the Financing Agreement).

We also refer to your request for an Additional Financing for the Transport Sector Project under your letter dated February 13, 2014. In connection with the Additional Financing Agreement, the Association hereby proposes to amend the Financing Agreement as follows:

1. The objective of the Project set forth in Schedule 1 to the Agreement is amended as follows:

   “The objective of the Project is to improve mobility of goods and passengers on selected roads through reduction in travel time, reduction in vehicle operating costs and enhanced road safety awareness.”

2. The Closing Date set forth in Section IV.B.2 of Schedule 2 to the Financing Agreement is established as June 30, 2018.

3. Section I.G of Schedule 2 to the Financing Agreement is amended as follows:

   “G. “Social and Environmental Safeguards”

   “1.” “The Recipient shall carry out the Project in accordance with the provisions of the ESMF, the RPF, the EIAs, the ESIAs, the EMP, the RAPs and the ARAPs, in a manner satisfactory to the Association.”

   “2.” “Without limitation to the provisions of paragraph 1 of this Part B, the Recipient shall, prior to any construction, rehabilitation, maintenance or
affected; and "Affected Persons" means, collectively, all such Affected Persons."

(b) Paragraph (4) of the Appendix is renumbered as paragraph (5), and a new paragraph (4) is inserted as follows:

"4.” “ARA” means each of following abbreviated resettlement plans: (i) the Recipient’s Abbreviated Resettlement Action for the South Western Equatorial Zone community dated July, 2012, and disclosed in the Recipient’s territory on December 5, 2012, and in the Association’s InfoShop on December 6, 2012; (ii) the Recipient ARAP for the Central and Volta regions feeder roads dated November, 2012, and disclosed in the Recipient’s territory on February 27, 2013, and in the Association’s InfoShop on June 6, 2013; and (iii) any abbreviated resettlement plan or similar safeguard instrument to be prepared by the Recipient on the basis of the RPF in accordance with Section 1.B.2 of Schedule 2 to this Agreement, all containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimated and sources of funding, together with adequate institutional, monitoring and regular reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the respective terms; and “ARAs” means, collectively, all such plans.”

(c) Paragraph (5) of the Appendix is renumbered as paragraph (6) and subsequent paragraphs are accordingly renumbered. Paragraphs (12) and (11) (both renumbered), are modified as follows:

"11.” “EIA” means each of the following assessments, as the said assessments may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s Environmental Impact Assessment for the Giffard, Teschie Link and Burma Camp Roads, dated June 2008 and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on March 18, 2009; (ii) the Recipient’s Environmental Impact Assessment for the Ayamfun-Asawinso Road, dated August 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on April 1, 2009; and (iii) any environmental impact assessments or similar safeguard instrument to be prepared on the basis of the ESMF by the Recipient in accordance with Section 1.B.2 of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association and defining details of potential environmental, physical, cultural property and social risks and adverse impacts associated with the implementation of any construction, rehabilitation and maintenance activities under the Project, together with an environmental management plan defining measures to manage such risks and impacts; and “EIAs” means, collectively, all such assessments.”
Ayamiuri-Asawino Road or Accra East Corridor, to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association.

(e) Paragraph (14) of the Appendix (as renumbered) is modified as follows:

"14." "ESMI" means the Recipient’s Environmental and Social Management Framework for the road sector, dated January 2007, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on December 23, 2008, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental, physical cultural property and social impacts associated with road project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.

(f) Paragraphs (35) and (36) of the Appendix (respectively, as renumbered) are modified as follows:

"35." "RAP" means each of the following plans, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s resettlement action plan for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on March 18, 2009; (ii) the Recipient’s Resettlement Action Plan for the Ayamfuri-Asawinso Road, dated August 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Recipient’s InforShop on April 1, 2009; and (iii) any resettlement action plan to be prepared by the Recipient in accordance with Section 1.B.2 of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association and containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; and “RAPs” means, collectively, all such plans.

"36." "RPF" means the Recipient’s Resettlement Policy Framework for the road sector, dated January 2007, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on December 23, 2008, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation, including valuation...