September 28, 2012

Mr. George Saibel
Regional Director General
West and Central Africa
Geographic Programs Branch.
Canadian International Development Agency
200 Promenade du Portage
Catineau, Quebec
K1A 0G4
Canada

Trust Fund Administration Arrangement between the Government of Canada, as represented by the Minister for International Cooperation, acting through the Canadian International Development Agency and the International Development Association concerning the Co-financing of Ghana Second Land Administration Project Single-Donor Trust Fund (TF No. TF071950)

1. We are pleased to acknowledge on behalf of the International Development Association ("IDA" or the "Bank") that the Government of Canada, as represented by the Minister for International Cooperation, acting through the Canadian International Development Agency ("CIDA" or the "Donor") will make available as a grant the sum of three million Canadian Dollars ("CAD 3,000,000") (the "Contribution") for the co-financing of the Ghana Second Land Administration Project Trust Fund (the "Trust Fund") in accordance with the terms of this Arrangement.

2. Activities and Expenditures Financed by the Contribution

The Contribution will be used to finance the activities and the categories of expenditure set forth in the "Description of Activities and Expenditures under the co-financing of Ghana Second Land Administration Project Trust Fund" attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the terms of this Arrangement.

3. Administration of the Contribution

3.1. The Bank will be responsible only for performing those functions specifically set forth in this Arrangement and will not be subject to any other duties or responsibilities to the Donor, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Arrangement will be considered a waiver of any privileges or immunities of the IDA under its Articles of Agreement or any applicable law, all of which are expressly reserved.

3.2. The Contribution will be administered in accordance with the Bank’s applicable policies and procedures, as the same may be amended from time to time, including its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank
resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the United Nations. The Donor acknowledges that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to the Donor, nor will it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

4. **Deposit of the Contribution**

4.1. Upon signature of this Administration Arrangement by the Bank and the Donor, the Donor authorizes the Bank to transfer a sum of three million Canadian Dollars (CAD$3,000,000) from the Donor's Balance Account at the Bank – TF029048, into the Trust Fund established for co-financing of the Ghana Second Land Administration Project (TF No. TF071950).

4.2. For future payments to be made by the Donor for this Trust Fund, when making each such deposit, the Donor will instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for the co-financing of the Ghana Second Land Administration Project Trust Fund (TF No. TF071950), and the date of the deposit (the “Deposit Instruction”). In addition, the Donor will provide a copy of the Donor's Deposit Instruction to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

4.3. The Bank will convert the Contribution funds into the holding currency of the Trust Fund, namely United States Dollars, promptly upon receipt of the Contribution funds and the Deposit Instruction containing the information specified in paragraph 4.2 at the exchange rate obtained by the Bank on the date of the conversion. Where the Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor will bear any responsibility for providing any additional financing.

5. **Commingling, Exchange and Investment of the Contributions**

5.1. The Contributions will be accounted for as a single trust fund and will be kept separate and apart from the funds of the Bank. The Contributions may be commingled with other trust fund assets maintained by the Bank.

5.2. The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

5.3. The Bank will invest and reinvest the Contributions pending their disbursement in accordance with the Bank's policies and procedures for the investment of trust funds administered by the Bank. The Bank will credit all income from such investment to the Donor's Balance Account.

6. **Administrative Cost Recovery**

6.1. In order to assist in the defrayment of the costs associated with the establishment of the Trust Fund, the Bank may, following deposit of the Contribution by the Donor to the Trust Fund, deduct and retain for its own account from that Contribution an amount equal to and not greater than thirty-five thousand United States dollars (US$35,000).
6.2. In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Arrangement, the Bank may, following deposit of the Contribution, deduct and retain for its own account an amount equal to 5 percent (5%) of each Contribution. If the contributions increase beyond what was originally expected at the time of counter-signature of this Arrangement, and the administrative costs increase as a result, the Donor acknowledges that an additional administrative fee may be applied to such new contributions.

7. Grants to Recipient

7.1. The Bank will, as administrator of the Trust Fund on behalf of the Donor, enter into a grant agreement (the “Grant Agreement”) with the Republic of Ghana (the “Recipient”). Grant Agreement may be entered into up to the maximum amount of the Contributions that the Donor has agreed to make available under this Arrangement. Upon request by the Donor, the Bank will furnish a copy of the Grant Agreement to the Donor.

7.2. The Bank will be responsible for the supervision of the activities financed under the Grant Agreement. Subject to the consent of the Recipient, representatives of the Donor may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

7.3. The Bank will promptly inform the Donor of any significant modification to the terms of any Grant Agreement and of any contractual remedies that are exercised by the Bank under any Grant Agreement. To the extent practicable, the Bank will afford the Donor the opportunity to exchange views before effecting any such modification or exercising any such remedy.

8. Procurement

8.1. The Grant Agreement will provide that the Contributions will be used by the Recipient to finance expenditures for goods and services, as the case may be, in accordance with the Bank’s Guidelines on “Procurement under IBRD Loans and IDA Credits” and the Bank’s Guidelines on the “Selection and Employment of Consultants by World Bank Borrowers,” as in effect at the date of entry into the respective Grant Agreement.

9. Accounting and Financial Reporting

9.1. The Bank will maintain separate records and ledger accounts in respect of the Contributions deposited in the Trust Fund account and disbursements made therefrom.

9.2. The Bank will furnish to the Donor current financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Contributions via the World Bank's Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Contributions will be made available to the Donor via the World Bank's Trust Funds Donor Center secure website.

9.3. The Bank will provide to the Donor, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) a management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (2) a combined financial statement for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit will be borne by the Bank.
9.1. If the Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the Trust Fund, the Donor and the Bank will first consult as to whether such an external audit is necessary. The Bank and the Donor will agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, will be paid by the Donor.

9.5. The Bank will provide the Donor with copies of all financial statements and auditors' reports received by the Bank from the Recipient pursuant to the Grant Agreement.

10. **Progress Reporting**

10.1. The Bank will provide the Donor with an annual report on the progress of activities and achievement of the expected results financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 11.1, the Bank will furnish to the Donor a final report on the activities financed by the Trust Fund.

10.2. The Donor may review or evaluate activities financed by the Trust Fund. The Donor and the Bank will agree on the scope and conduct of such review or evaluation, and the Bank will provide all relevant information within the limits of its policies and procedures. All associated costs will be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

11. **Disbursement; Cancellation; Refund**

11.1. It is expected that the Contributions will be fully disbursed by the Bank by October 31, 2013. The Bank will only disburse Contributions for the purposes of this Arrangement after such date with the written approval of the Donor.

11.2. The Donor or the Bank may, upon three (3) months' prior written notice, cancel all or part of any remaining balance of the Contributions that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Arrangement prior to the receipt of such notice, including the Grant Agreement.

11.3. Following the final disbursement date specified in paragraph 11.1, the Bank will return any remaining balance of the Contributions to the Donor Balance Account based on the Donor's paid Contributions. In the event of a cancellation the Bank will promptly return to the Donor or to the Donor Balance Account the uncommitted Contributions in accordance with paragraph 11.2.

12. **Communication and Addresses**

Except as provided for in paragraph 4.2 above, any notice, request or other communication to be given or made under this Arrangement will be in writing and delivered by mail, facsimile or e-mail to the respective party's address specified below or at such other address as such party notifies in writing to the other party from time to time:
For the Bank:

Mr. Hardwick Tchale  
Senior Agriculture Economist  
AFTAR  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.

For the Donor:

Mr. George Saibel  
Regional Director General  
West and Central Africa Geographic Programs Branch  
Canadian International Development Agency  
200 Promenade du Portage  
Gatineau, Quebec  
K1A 0G4  
Canada

13. To the best knowledge of World Bank and the Donor:

(a) No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Arrangement. Any such practice will be grounds for terminating this Arrangement or taking any other corrective action as required.

(b) No member of the Canadian House of Commons will be admitted to any share or part of this Arrangement or to any benefit to arise therefrom.

(c) No current or former public office holder or public servant of the Government of Canada who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service will derive a direct benefit from this Arrangement.

(d) Any payment to be made under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If CIDA’s appropriation is changed by the Parliament of Canada, CIDA may reduce the Grant or terminate this Arrangement.

14. Amendment

All annexes hereto constitute an integral part of this Arrangement. This Arrangement may be amended only in writing between the Bank and the Donor.
15. **Disclosure**

The Bank will disclose this Arrangement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Arrangement, the Donor consents to disclosure of this Arrangement and related information on this Trust Fund.

Please confirm your understanding with the foregoing, on behalf of the Donor, by signing and dating the two originals, retaining one original for your record and returning the other original to the World Bank. Upon receipt by the World Bank of the original Arrangement countersigned by you, this Arrangement will become effective as of the date of the countersignature. It is understood that this Arrangement is not an international treaty. It is an administrative Arrangement between the Donor and the World Bank.

Sincerely,

**International Development Association**

[Signature]

Yusupha B. Crookes
Country Director for Ghana
Africa Region

**AGREED:**

**Government of Canada, as represented by the Minister for International Cooperation, acting through the Canadian International Development Agency**

By: [Signature]

Date: 28/9/2012

Name: [NAME REDACTED]
Title: [ADDRESS REDACTED]
ANNEX 1

Description of Activities and Expenditures

This Annex will be applicable to and form an integral part of the agreement entered into between the Bank and the Donor that provides contributions (the aggregate of all contributions from the Donor, the “Contributions”) to be administered by the Bank for the Trust Fund.

A. OBJECTIVES AND ACTIVITIES

Objectives

The objective of the Project (as hereinafter defined) supported by the Trust Fund is to support Ghana’s efforts to consolidate and strengthen land administration and management systems for efficient and transparent land service delivery.

Unless the context requires otherwise, the capitalized terms used in this Arrangement have the meanings ascribed in this Arrangement and the following additional terms have the following meanings:

1. “Ashanti Region” means an administrative unit at the regional level as defined in Article 4(1) the 1992 Constitution of Ghana.
2. “Greater Accra” means an administrative unit established pursuant to the Greater Accra Region Law, 1982 (PNDC Law 26) of the laws of Ghana.
3. “LAP-I” means the Land Administration Project I (Credit Number 3817-GH).
6. “Northern Region” means an administrative unit at the regional level as defined in Article 4(1) of the 1992 Constitution of the Recipient.
10. “Western Region” means an administrative unit at the regional level as defined in Article 4(1) of the 1992 Constitution of the Recipient.
Activities

The Trust Fund will co-finance Part A, Part B, Part C (except for Part C.5) and Part D of Ghana Second Land Administration Project, and is consists of following activities:

Part A: **Strengthening the Policy, Legal and Regulatory Framework for Land Administration**

1. Provision of technical advisory services to support: (a) completion of the land bill, the land use and planning bill, and preparation of legislative instruments for said bills, for the Office of the Administrator of Stool Lands Act, and for the Lands Commission Act ("land bills and statutes"); (b) preparation and dissemination of easy to read materials on said land bills and statutes and their administration for legal professionals and students, and lay persons guides for administrators and civilians users of said land bills and statutes; and (c) carrying out training on said land bills and statutes for all stakeholders.

2. Carrying out of a program of activities to extend and improve the operations of land courts and land registries including: (a) refurbishing and automating courts, district offices and land secretariats in the Ashanti, Greater Accra, Northern and Western Regions; (b) reviewing court processes and the rules of the court on adjudication of land cases; (c) carrying out training for judges, lawyers and land administrators on alternative dispute resolution mechanisms; (d) scanning land records; and (e) publishing judicial decisions on land cases, all through provision of technical advisory services, training and acquisition of goods.

3. Provision of technical advisory services to support, *inter alia*: (a) review of policies on land-related fees and taxes; and (b) feasibility studies for developing strategies and institutional arrangements to facilitate access to land by investors.

Part B: **Decentralizing and Improving Business and Service Delivery Processes**

1. Carrying out of a program of activities to strengthen the delivery of land administration services including: (a) preparing and implementing a decentralization strategy and action plan, respectively; (b) streamlining and integrating business procedures in the land sector agencies; (c) establishing and supporting customary land secretariats (including ascertainment of customary practices, piloting a systematic process of cemarcating and documenting rights to land in rural communities); and (d) undertaking systematic registration of titles on a pilot basis in selected regions, all through provision of technical advisory services, training and acquisition of goods.

2. (a) Strengthening land titling, valuation and registration information systems, including developing computer assisted mass appraisal (CAMA); and (b) improving land records management, with particular emphasis on the need to: (i) clear the backlog of applications for title registration; (ii) reduce the time for issuing building permits; (iii) scan manual documents; and (iv) improve digital storage and retrieval of records.
Part C: Improved Maps and Spatial Data for Land Administration

1. Developing a sustainable spatial information service including:

   (a) Reviewing and formulating policies for various spatial products, namely: (i) surveying and mapping; (ii) a geodetic reference network (GRN) and establishment of continuously operating receiving stations (CORS); and (iii) a national spatial data infrastructure; (b) Preparing base maps for urban and rural areas in the Ashanti, Greater Accra, Northern and Western regions; and (c) Establishment of the GRN including updating and extending coverage of the CORS, all through provision of technical advisory services and acquisition of goods.

2. Provision of technical advisory services to demarcate and register boundaries for customary and other lands.

3. Provision of technical advisory services to prepare land use plans including a national spatial framework and four regional structural plans for selected districts, cities and towns in the Ashanti, Greater Accra, Northern and Western regions, based on cost sharing arrangements.

4. Carrying out a revaluation of properties in selected districts using CAMA and base maps.

5. Supporting completion of property identification and street addressing activities in the Accra Metropolitan Area, including: (a) developing a system for building registration and property rates collection; and (b) establishing an address database and address register for Accra, through provision of technical advisory services, training and operating costs.


1. Strengthening the institutional capacities for human resource development of key land sector agencies and institutions in the public and private sectors including the Lands Commission, the OASL, the T&CPD, traditional authorities, and customary land secretariats with particular emphasis on: (a) carrying out a comprehensive assessment of capacity needs of said agencies and institutions; and (b) preparing and implementing human resource development plans, through provision of technical advisory services, training and operating costs.

2. Construction of a regional office for the land sector agencies in Kumasi.

3. Supporting the implementation of the gender strategy and action plan prepared under LAP-1 through provision of technical advisory services, training and operating costs.

4. Supporting the implementation of the communications strategy through provision of technical advisory services, training and operating costs.
B. CATEGORIES OF EXPENDITURE

The Contributions may be used to finance Goods, Consulting Services, Training, and Operating Costs.

The foregoing categories of expenditures may include the financing of taxes.