Climate Innovation Multi-Donor Trust Fund Grant Agreement

(Ghana Climate Innovation Center Project)

between

ASHESI UNIVERSITY COLLEGE

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of Climate Innovation Multi-Donor Trust Fund)

Dated: January 2, 2016
GRANT NUMBER TF0A1680

CLIMATE INNOVATION MULTI-DONOR TRUST FUND

GRANT AGREEMENT

AGREEMENT dated February 3, 2016, entered into between
ASHESI UNIVERSITY COLLEGE ("Recipient") and INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL
DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of Climate
Innovation Multi-Donor Trust Fund ("Climate Innovation Multi-Donor Trust Fund").

The Recipient and the World Bank hereby agree as follows:

Article I

Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012 ("Standard Conditions"), constitute an integral
part of this Agreement.

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 in accordance with the provisions of Article II of the Standard
Conditions, the Teaming Agreement, and the Consortium Agreement.

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 for the benefit of the Republic of Ghana ("Member Country"), a grant in an amount equal to eight million five hundred thousand United States Dollars ($8,500,000) ("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 Climate Innovation Multi-Donor Trust Fund to which the World Bank receives periodic contributions from various donors ("Donors"). 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 Climate Innovation Multi-Donor Trust Fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following:

(a) The Recipient's Certificate of Incorporation No. G.8950, dated October 24, 2001, establishing the Recipient, under the Ghana Companies Code, 1963 (Act 179), has been substantially amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

(b) Either the Teaming Agreement or the Consortium Agreement, has been amended, suspended, terminated or waived so as to affect materially and adversely the ability of either Ernst and Young Advisory Services Limited, or SNV Netherlands Development Organization, or the United Nations University Institute for Natural Resources in Africa, or any said institution to perform any of its respective obligations under said Teaming Agreement or Consortium Agreement.
Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) This Agreement has been executed and delivered on behalf of the Recipient, and has been duly authorized or ratified by all necessary corporate action.

(b) If the World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matters:

(a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon the Recipient in accordance with its terms; and

(b) the Teaming Agreement and the Consortium Agreement, respectively, have been duly authorized or ratified by, and executed and delivered on behalf of the Recipient, and any such agreement is legally binding upon the Recipient in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred twenty (120) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's President.

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

Office of the President, Ashesi University College
1 University Avenue, Berekuso
PMB CT 3, Cantonments, Accra, Ghana

Phone: +233.302.610.330

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

International Bank for Reconstruction and Development/International Development Association
1818 H Street, N.W.
Washington, D.C. 20433, United States of America

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391
Facsimile: Washington, D.C. 64145 (MCI)
AGREED at Accra, Republic of Ghana, as of the day and year first above written.

ASHESI UNIVERSITY COLLEGE

By

[Signature]

Authorized Representative

Name: **PATRICK G. AWUMAH, JR.**

Title: **PRESIDENT**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as administrator of Climate Innovation Multi-Donor Trust Fund)

By

[Signature]

Authorized Representative

Name: **HENRY G. KERALI**

Title: **COUNTRY DIRECTOR**
SCHEDULE 1
Project Description

The objective of the Project is to support entrepreneurs and SMEs involved in developing profitable and locally-appropriate solutions to climate change and increase business activity in the climate technology sector through the establishment of a locally based climate innovation center.

The Grant will finance Project activities related to establishment and operation of the Ghana CIC and consists of the following parts:

(a) Establishment and operation of the Ghana CIC.

(b) Carrying out entrepreneurship and venture acceleration services to assist entrepreneurs to turn an idea into a viable business or to scale up an existing business or business line. The activities include, *inter alia*: (i) business advisory, mentoring, and access to professional services; (ii) technical training and skills development; (iii) production of seminars, events and networking opportunities; (iv) provision of office space and services for entrepreneurs and start-ups; and (v) carrying out a women’s entrepreneurship program.

(c) Support access to early stage financing for Ghana CIC clients. The activities include, *inter alia*: (i) awarding Sub-grants to support SMEs to test the market potential of a promising technology, product or process; and (ii) facilitation of commercial investment through investor introductions, matchmaking, and investment advisory services.

(d) Support market growth and access services to assist SMEs to reach new regional and international customers, enter global value chains, and facilitate the overall growth of Ghana’s domestic climate technology market. The activities include, *inter alia*: (i) research and analytics on markets, competitors and sector trends; (ii) carrying out of an export promotion program; (iii) preparation and installation of a technology performance information database; and (iv) carrying out country-wide networking events for climate technology SMEs and entrepreneurs.

(e) Providing technology and product development services to assist with the technical aspects of developing an innovative product or service to Ghana CIC clients. The activities include, *inter alia*: (i) provision of access to technical facilities and services to design, prototype, test, and demonstrate products; (ii) linking of local SMEs with technology suppliers; and (iii) a commercialization program for universities and research institutes involved in climate technology research and development.
(f) Policy and regulatory support services to improve the overall enabling environment for climate technology businesses. The activities include, inter alia: (i) advocacy on climate technology policy issues; (ii) research on sector policy trends, policy implementation and effectiveness, and best international practices; and (iii) policy dialogues, roundtables and events to engage policy makers.

(g) Institutional and technical capacity building of the Ghana CIC for carrying out the Project, including monitoring and evaluation, and carrying out preparatory activities for a future climate venture financing facility.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient represents and warrants that it is duly registered in accordance with the laws of Ghana; that it has authority to sign this Agreement and carry out the Project; and that it has full capacity to be bound by the obligations contained herein and to carry out the Project in accordance with this Agreement.

2. The Recipient is vested with the responsibility for Project implementation, and shall:

   (a) Establish by no later than six (6) months after the date of countersignature of this Agreement by the Recipient, and maintain throughout the period of implementation of the Project, the Ghana CIC in accordance with the Ghana CIC Business Plan, and to the satisfaction of the World Bank. If any activity in the Ghana CIC Business Plan is inconsistent with an activity in the Annual Work Plan, the Project implementation team will make reference to such activity in the agreed Annual Work Plan.

   (b) Ensure that the Ghana CIC Advisory Committee is established and thereafter maintained for the duration of the Project, comprising representatives of the Ghana CIC development partners (Donors), the Project partners, Member Country’s private sector and other relevant stakeholders, all with a composition, resources, qualifications and terms of reference satisfactory to the World Bank.

B. Teaming Agreement and Consortium Agreement

1. To facilitate the carrying out of the Project, the Recipient shall coordinate closely the implementation of Parts (a) and (c) of the Project with Ernst and Young Advisory Services Limited, Parts (b), (d) and (e) of the Project with SNV Netherlands Development Organization, and Part (f) of the Project with the United Nations University Institute for Natural Resources in Africa, respectively. To this end, the Recipient, Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and United Nations University Institute for Natural Resources in Africa, respectively, shall outline the understanding as to such cooperation under the Teaming Agreement ("Teaming Agreement") and Consortium Agreement ("Consortium Agreement"), under terms and conditions approved by the World Bank, which shall include the terms and conditions set forth in the Schedule to this Agreement.
2. The Recipient shall exercise its rights and carry out its obligations under the Teaming Agreement and Consortium Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive or fail to enforce any Teaming Agreement or Consortium Agreement, or any of their provisions.

C. Project Operational Manual

The Recipient shall adopt a Project Operational Manual (POM) in form and substance satisfactory to the World Bank, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (g) implementation of Sub-grants, including the criteria for identification, eligibility, registration and selection of Beneficiaries; and a template setting out the required arrangements between the Recipient and each Beneficiary.

2. The Recipient shall carry out the Project in accordance with the guidelines and procedures set out in the POM (provided, however, that in case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree, shall not amend, abrogate or waive any provision of the POM.

D. Annual Work Plan

The Recipient shall:

(a) prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than December 1 in each calendar year, for the World Bank’s consideration, a proposed detailed Annual Work Plan setting out a time-bound program of Project activities by component and sub-component for the following year, including:

(i) a forecast of the funds required for their implementation, and the respective financing sources;

(ii) an update of the Project’s disbursement profile; and

(iii) the Project indicators to be achieved during the year covered by each said plan; and
thereafter, shall implement with due diligence and efficiency such plan as shall have been agreed by the World Bank.

E. Sub-grants

1. No Sub-grants shall be eligible for financing out of the proceeds of the Grant unless a Sub-grant application has been prepared and submitted to the Recipient, and the review of proposals and award of the Sub-grant have been undertaken in accordance with the guidelines, procedures and selection criteria set forth in the POM, and in form and substance satisfactory to the World Bank.

2. In evaluating each Sub-grant application, consideration shall be given to the applicant’s capacity to carry out, manage and maintain the Sub-grant in conformity with appropriate administrative, financial, technical, environmental and managerial standards.

3. The amount of each Sub-grant shall be determined in accordance with provisions of the Project Operational Manual, and shall not exceed US$50,000.

F. Sub-grant Agreements

1. To facilitate the carrying out of the Sub-grants under the Project (Category 2 in Section IV.A.2 of Schedule 2 to this Agreement), the Recipient shall make the proceeds of the Grant available, from time to time, as Sub-grants to the selected Beneficiaries under a Sub-grant agreement (“Sub-grant Agreement”) between the Recipient and the Beneficiary, under terms and conditions approved by the World Bank, which shall include the following, namely:

   (a) carry out the Sub-grant in accordance with the provisions of the Sub-grant Agreement and in accordance with the Anti-Corruption Guidelines and any environmental management plan as needed as part of the Environmental and Social Management Framework (ESMF);

   (b) procure goods and services to be financed out of the proceeds of the Sub-grant in accordance with the provisions of Section III of this Schedule 2, and use the same exclusively in the carrying out of the Sub-grant.

   (c) take all action, including the provision of funds, facilities, services and other resources, necessary or appropriate for the carrying out of the Sub-grant;

   (d) not take or permit to be taken any action which would prevent or interfere with the carrying out of the Sub-grant;

   (e) not amend, suspend, abrogate, repeal, or waive any provision of the Sub-grant Agreement without prior approval of the World Bank; and
(f) make Sub-grant in accordance with Part (E) of Section (I) of Schedule (2) of this Agreement.

2. The Recipient shall exercise its rights under the Sub-grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Beneficiary shall not assign, amend, abrogate or waive the Sub-grant Agreement or any of its provisions.

G. Safeguards

1. The Recipient shall ensure that: (i) the Project, including Sub-grants under the Project, is carried out in accordance with the ESMF; (ii) in those cases when a site specific environmental management plan is required for a Sub-grant pursuant to provisions of the ESMF, such a plan, satisfactory to the World Bank, is prepared and publicly disclosed prior to approval of the respective Sub-grant to be financed from the proceeds of the Grant; and (iii) no Sub-grants which are likely to have significant adverse environmental or social impacts that are sensitive, diverse, or unprecedented are selected for financing under the Project.

2. Except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the provisions of the ESMF and/or the environmental management plan.

3. In case of any conflict between the terms of the ESMF and/or the environmental management plans and those of this Agreement, the terms of this Agreement shall prevail.

H. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

I. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Project.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one (1) calendar year, and shall be furnished to the World Bank not later than one (1) month 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; 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 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, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall 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 (1) fiscal year of the Recipient. The audited Financial Statements for each 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, works, 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:

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014 (“Procurement Guidelines”) in the case of goods, works and non-
consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014 (“Consultant Guidelines”) in the case of consultants’ services; and

(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, Works and Non-consulting Services

International Competitive Bidding, National Competitive Bidding and Shopping. Goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding, National Competitive Bidding, and Shopping.

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) Selection based on Consultants’ Qualifications; and (b) Selection of Individual Consultants.

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) Goods, works, non-consulting services, consultants’ services, Operating Costs, and Training and Workshops (except for part (c)(i) of the Project))</td>
<td>7,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under part (c)(i) of the Project.</td>
<td>1,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>8,500,000</td>
<td></td>
</tr>
</tbody>
</table>

3. For the purpose of this Section, the term:

   (a) "Operating Costs" means the expenses, approved by the World Bank as part of the Annual Work Plan, on account of Project implementation, including office supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, local and international travel, *per diem*, salaries of the Recipient’s staff assigned for
the Project (including the staff assigned from time to time by Ernst and Young Advisory Services Limited for Parts (a) and (c) of the Project, SNV Netherlands Development Organization for Parts (b), (d) and (e) of the Project, and the United Nations University Institute for Natural Resources in Africa for Part (f) of the Project), but excluding salaries of officials of the Member Country's civil service; and

(b) “Training and Workshops” means the costs associated with training and workshops carried out under the Project, including local and international travel and per diem for workshop and training participants, costs associated with securing the services of workshop speakers and trainers, rental of workshop and training facilities, preparation and reproduction of workshop and training materials, and other costs directly related to workshop and training course preparation and implementation.

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 countersignature of this Agreement, except that withdrawals up to an aggregate amount not to exceed $100,000 equivalent may be made for payments made prior to this date but on or after July 1, 2014, for Eligible Expenditures under the Project.

   (b) under Category (2) above until the Recipient has prepared and adopted a Project Operational Manual for selection of Sub-grants, in form and substance satisfactory to the World Bank, which shall include, inter alia, written guidelines, procedures and selection criteria for accepting and selecting Sub-grant proposals.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2020.
SCHEDULE
Terms and Conditions of the Teaming Agreement and Consortium Agreement

The Teaming Agreement and the Consortium Agreement shall contain, inter alia, the following provisions:

A. The obligations of the Recipient:

1. to take all necessary measures to facilitate, throughout Project implementation, the cooperation of Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa, pursuant to the Teaming Agreement and Consortium Agreement;

2. to take or permit to be taken all actions to enable Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa, as the case may be, to comply with their respective obligations referred to in Section C of this Schedule;

3. to ensure that the Project is carried out with assistance from Ernst and Young Advisory Services Limited for implementation of Parts (a) and (c) of the Project, SNV Netherlands Development Organization for the implementation of Parts (b), (d) and (e) of the Project, and United Nations University Institute for Natural Resources in Africa for the implementation of Part (f) of the Project, respectively, and is provided in accordance with the provisions of the Anti-Corruption Guidelines; and

4. not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Teaming Agreement or the Consortium Agreement, or any provision of any said Teaming Agreement or Consortium Agreement, except as may otherwise be agreed by the World Bank.

B. The right of the Recipient to take remedial actions against either Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, or the United Nations University Institute for Natural Resources in Africa, in case that either Ernst and Young Advisory Services Limited, SNV Ghana, or the United Nations University Institute for Natural Resources in Africa, shall have failed to comply with any of its obligations under any Teaming Agreement or Consortium Agreement (which actions shall previously be agreed with the World Bank);

C. The obligations of Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa:
1. to cooperate and coordinate with the Recipient in the carrying out of Parts (a) and (c) of the Project, in the case of Ernst and Young, Parts (b), (d) and (e) in the case of SNV Netherlands Development Organization, and Part (f) in the case of United Nations University Institute for Natural Resources in Africa, all in accordance with the provisions of this Agreement, the Teaming Agreement, Consortium Agreement, and the Project Operational Manual.

2. to provide the Recipient with the implementation assistance as may be required, in compliance with the provisions of the Anti-Corruption Guidelines in connection with the Parts of the Project referred to in paragraph 1 immediately above;

3. to provide to the Recipient the expertise resident within either Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, or the United Nations University Institute for Natural Resources in Africa, as the case may be, including, if necessary, assigning on a part-time basis, respective Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa's official(s) to the work on the pertinent Part(s) of the Project;

4. not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce any Teaming Agreement or Consortium Agreement, or any provision thereof, unless previously agreed by the Recipient and the World Bank; and

5. to take or permit to be taken all actions to enable the Recipient to comply with its respective obligations referred to in this Agreement and/or in the Teaming Agreement or Consortium Agreement, as the case may be.
APPENDIX
Definitions

1. “Annual Work Plan” means the plan referred to in Section 1.D of Schedule 2 to this Agreement prepared by the Recipient setting out a time-bound program of Project activities by component and sub-component for the following year.

2. “Beneficiary” means the SMEs (as hereinafter defined), selected in accordance with the selection criteria and terms and conditions further described in the POM, and Beneficiaries mean more than one Beneficiary.

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

4. “Consortium Agreement” means the agreement to support the implementation of the Project, to be concluded among the Recipient, Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa, as such agreement may be amended from time to time with the agreement of the World Bank.

5. “Ghana CIC” means the Ghana Climate Innovation Center to be established under the Project.


7. “Ghana CIC Advisory Committee” means the committee constituted by the Recipient in consultation with the Member Country with a role to provide strategic and technical guidance to the Recipient to implement the Project, established in accordance with Section 1.A.2(b) of Schedule 2 to this Agreement.

8. “Ernst and Young Advisory Services Limited” means the registered organization authorized to conduct business in Ghana through certificate of incorporation no. C0002372894 and CS244002013, dated September 3, 2013, established in accordance with Ghana Companies Code 1963 (Act 179).

9. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, dated April 2, 2015, prepared and adopted by the Recipient for the Project setting forth the mitigating, monitoring and institutional measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental or social impacts to acceptable levels, and setting forth policies and procedures for environmental screening of Sub-grants, for conducting environmental and social assessments and
specifying requirements for environmental and social mitigation measures to be included, as necessary, in site-specific environmental management plans.

10. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated March 19, 2015, 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.

11. "Project Operational Manual" and "POM" mean the Recipient’s Project Operational Manual referred to in Section I.C of Schedule 2 to this Agreement.

12. "Sub-grant" means a proof of concept grant provided by the Recipient under a Sub-grant Agreement to the selected Beneficiaries in accordance with the terms and conditions set forth in this Agreement and the Project Operational Manual.

13. "SMEs" means small and medium enterprises in Ghana.

14. "Sub-grant Agreement" means an agreement signed between the Recipient and a selected Beneficiary for the purpose of awarding a Sub-grant to support SMEs to test the market potential of a promising technology, product or process under part (c)(i) of the Project, as the same further described in the POM.


16. "Teaming Agreement" means the agreement, dated June 9, 2014, signed among the Recipient, Ernst and Young Advisory Services Limited, SNV Netherlands Development Organization, and the United Nations University Institute for Natural Resources in Africa, as such agreement may be amended from time to time with the agreement of the World Bank.

17. "United Nations University" means an international community of scholars, engaged in research, postgraduate training and dissemination of knowledge in furtherance of the purposes and principles of the charter of the United Nations, which has the mandate to function under the joint sponsorship of the United Nations and the United Nations Educational, Scientific and Cultural Organization (UNESCO), through a central programming and coordinating body and a network of research and postgraduate training centers and programs located in the developed and developing countries.

18. "United Nations University Institute for Natural Resources in Africa" means the research and training center of the United Nations University, established through