H.E. Seth Terkper
Minister of Finance
Ministry of Finance
P.O. Box MB40
Accra, Ghana

Excellency,

Re: IDA Credit No. 4875- GH - Skills and Technology Development Project
Additional Instructions: Disbursement Letter
First Amendment

I refer to the Financing Agreement between the Republic of Ghana ("Recipient") and the International Development Association ("Association") for the above-referenced project, dated June 15 2011. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of Credit 4875- GH ("Financing"). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

This first amendment to the Disbursement Letter is to increase the Designated Account - B (DA-B) ceiling from USD 5M to 7.5M and supersedes any previous disbursement letter version.

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
- Advance
- Direct Payment
- Special Commitment

(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

(i) Authorized Signatures (subsection 3.1). A letter in the Form attached (Attachment 2) should be furnished to the World Bank 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 No. 3
North Ridge, Accra,
Ghana

Attention: Mr. Yusupha B. Crookes, Country Director

(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 to the address indicated below:

The World Bank
Independence Avenue
10th Street Plot No. 3
North Ridge, Accra,
Ghana

Attention: Mr. Yusupha B. Crookes, Country Director

(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 devices (“Tokens”) 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 Tokens 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 Tokens to Process Applications. By designating officials to accept Tokens 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation (“Terms and Conditions of Use of Tokens”) provided in Attachment [3]; and (b) to deliver the Terms and Conditions of Use of Tokens to each such official and to cause such official to abide by those terms and conditions.
(ii) **Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3):**
Monthly

(iii) **Other Supporting Documentation Instructions:**
- Copies of the bank statement of the Designated Account and a reconciliation statement for this account should be submitted with each Application of replenishment.
- Interim Financial Report (Attachment 4) will include supplementary information on amounts advances through the SDF, amount of expenditures on authorized eligible expenditures as part of the consolidated sub-grant reported by the recipients in an aggregated manner suitable to allow sub-grants M&E, and the amounts outstanding. The reports including detailed information for each sub-grant will remain available for auditing purposes.

(iv) **Withdrawal Conditions:**

Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments:

(a) made prior to the date of this Agreement; or

(b) under Category (4) unless the Recipient has established within the Ministry of Environment, Science and Technology (MEST), the STI Directorate, with a mandate, staffing and resources satisfactory to the Association.

IV. **Other Disbursement Instructions**

All disbursements for contracts in excess of US$2 million will be by Direct Payment or Special Commitment methods only.

V. **Other Important Information**


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

Yours sincerely,

Maiada Kassem
Finance Officer
(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for Direct Payments and Special Commitments is US$200,000.

(vi) Advances (sections 5 and 6).

- **Type of Designated Accounts (subsection 5.3):**
  - Designated Account A: Parts A, B, and C.2 and D: Segregated
  - Designated Account B: Part C.1: Skills Development Fund (SDF): Segregated

- **Currency of Designated Accounts (subsection 5.4):** US Dollars

- **Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):** A commercial bank / financial institution acceptable to the World Bank.

- **Ceiling (subsection 6.1):**
  Designated Account A - US$ 2,000,000
  Designated Account B - US$ 7,500,000

### III. Reporting on Use of Credit Proceeds

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

- **For requests for Reimbursement & for reporting eligible expenditures paid from the Designated Accounts:**
  - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 4).
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient's acceptance of contracted goods or services) for payments against contracts valued more than US$500,000 for works, equipment and materials, US$250,000 for goods, US$ 100,000 for consulting services from firms, and US$50,000 for individual consultants and expenses on training and workshops.
  - Statement of Expenditure for all other expenditure (Attachment 3).

- **For reporting eligible expenditures paid from the Designated Account:**
  - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 4).
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient's acceptance of contracted goods or services) for payments against contracts valued more than US$500,000 for works, equipment and materials, US$250,000 for goods, US$ 100,000 for consulting services from firms, and US$50,000 for individual consultants and expenses on training and workshops.
  - Statement of Expenditure for all other expenditure (Attachment 3).

* 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.
Attachments: (Remain unchanged from those in Original Disbursement letter)
1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
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

Prepared by Luis Schwarz
Revised by Maiada Kassem

Cleared with and cc: Edith Ruguru Mwenda/Mekonnen Firew Ayano-LEGAF
Peter Darvas, TTL

Cc with copies:

Ministry of Education
H.E. Jane Naana Opoku-Agyemang,
Ministry of Education
P.O. Box M-45
Accra, Ghana
chiefdirector@moe.gov.gh

Mr. Enoch Cobbinah
Chief Director

Ministry of Finance
Maj. (Rtd.) M.S. Tara
Chief Director
Ministry of Finance
P.O. Box MB-40
Accra, Ghana
chiefdirector@mofep.gov.gh

Mr. Aaron Adjetey
Head,
World Bank Unit
Ministry of Finance
P.O. Box MB-40
Accra, Ghana
aadjetey@mofep.gov.gh

Ministry of Environment Science and Technology
Hon. Dr. Mohamed Alpha,
Deputy Minister
P.O. Box M 232,
Accra, Ghana

**Dr. Sylvester Anemana,**
Chief Director

**Dr. Yawsa Gomda,**
Director Science Technology and Innovation

**Council for Technical Vocational Education and Training (COTVET)**
**Mr. Sebastien Deh,**
Executive Director
P. O. Box M651
Accra-Ghana

**Mr. Matthew Dally,**
Project Coordinator
Project Coordination Unit (PSU)
Dear Mr. Diwan,

Re: Financing No. IDA Credit ……-GH (Project Name)

I refer to the Financing Agreement ("Agreement") between the International Development Association (the "Association") and the Republic of Ghana (the "Recipient"), dated ______, 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, [each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting [individually] [jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

[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 means. In

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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.
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) will provide secure identification devices (Tokens) to permit the Borrower 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, after which

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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.
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-activate a Token User’s Account or both.
**STATEMENT OF EXPENDITURE**

Payments made during the period from ____________ to ____________

For expenditures against the contracts *not subject to the Bank Prior Review*

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category Name &amp; No. (**)</th>
<th>Currency and Total Amount of Contract</th>
<th>Name of Contractor / Payee</th>
<th>Currency and Total Amount of Invoice</th>
<th>Amount financed by Other Sources, if any</th>
<th>Eligible % from Schedule 1 of Grant Agreement</th>
<th>Amount Eligible for Financing (7x 8)</th>
<th>US$ equivalent Amount Paid from Designated Account</th>
<th>Remarks</th>
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Supporting documents for this SOE retained at __________________________ (insert location)

(*) A separate SOE form should be used for retroactive financing.

(**) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category.
## Summary Sheet of Payments Against Contracts Subject to the World Bank's Prior Review

**SUMMARY SHEET** for Payments made during the period from _________ to _________

For expenditures against the contracts subject to the Bank Prior Review

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No. &amp; Description (***)</th>
<th>Currency and Total Amount of Contract</th>
<th>Name of Contractor</th>
<th>Ref. No. of Contract</th>
<th>Date of NOL from World Bank</th>
<th>Invoice No. &amp; date</th>
<th>Currency and Total Amount of Invoice Covered by Application</th>
<th>Eligible % from Schedule 1 of Financing Agreement</th>
<th>Amount Eligible for Financing (Eligible x 9)</th>
<th>Currency and Amount Paid from Designated Account (if Applicable)</th>
<th>Exchange Rate (Col. 11 divided by Col. 10)</th>
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**TOTALS**

**Remarks:**

**Authorized Signatory**

Supporting documents for this Application retained at ____________________________________________ (insert location)

(*) A separate form should be used for retroactive financing

(***) Items should be grouped by category; or alternatively, a separate form may be used for each category
## A. Supplementary Financial Forecast on SDF Grants As At .........................

<table>
<thead>
<tr>
<th>Category</th>
<th>Component</th>
<th>Grant Windows</th>
<th>Total Approved Grants</th>
<th>Cumulative Payments To Date</th>
<th>Payments in Current Quarter from DA 2</th>
<th>Amount Outstanding</th>
<th>QTR 1 - 2015</th>
<th>QTR 2 - 2015</th>
<th>QTR 3 - 2015</th>
<th>QTR 4 - 2015</th>
<th>QTR 1 - 2016</th>
<th>QTR 2 - 2016</th>
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*Specific details of individual grantees are available at the Project Office for audit review.*

## B. Other Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Component</th>
<th>Fund Balance As At...</th>
<th>QTR 1 - 2015</th>
<th>QTR 2 - 2015</th>
<th>QTR 3 - 2015</th>
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