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CREDIT NUMBER ----GH
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Financing Agreement

(Amended and Restated Financing Agreement)

(Ghana Commercial Agriculture Project)

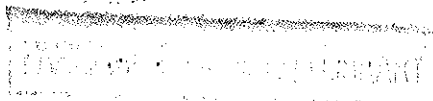
between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated _____



CREDIT NUMBER ----GH
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**FINANCING AGREEMENT
(Amending and Restating Financing Agreement)**

AGREEMENT dated _____ entered between the REPUBLIC OF GHANA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), as amended and restated on _____, 2018.

WHEREAS (A) under an agreement dated September 25, 2012 between the Association and the Recipient (“Original Financing Agreement”), the Association agreed to provide the Recipient with a credit (“Original Credit”) in an amount in various currencies equivalent to sixty-four million five hundred thousand Special Drawing Rights (SDR 64,500,000) to assist in financing the project described in Schedule 1 to the Original Financing Agreement (“Original Project”);

(B) the Recipient and the Association (acting as administrator of funds to be provided by the United States Agency for International Development (“USAID”)) has entered into a grant agreement (“USAID Grant Agreement”) for providing a grant to the Recipient to assist in financing Parts A, B and D of the Project on the terms and conditions set forth in the USAID Grant Agreement.

(C) the Recipient has requested the Association to provide additional financial assistance in support of activities related to the Original Project by making available to the Recipient an additional credit (“Additional Financing”) in an amount in various currencies equivalent thirty-four million eight hundred thousand Special Drawing Rights (SDR 34,800,000).

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing to extend such additional assistance to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Recipient and the Association hereby agree to amend and restate the agreement referred to in Recitals (A) with effect as of the Signature Date of this Agreement, and the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 General Conditions, in the Appendix or in the preamble to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount in various currencies equivalent to ninety nine million three hundred thousand Special Drawing Rights (SDR 99,300,000) (variously referred to as "Credit" and "Financing") which consists of: (a) the Original Credit in various currencies equivalent to sixty four million five hundred thousand Special Drawing Rights (SDR 64,500,000); (b) the Additional Credit in various currencies equivalent to thirty four million eight hundred thousand Special Drawing Rights (SDR 34,800,000) Special Drawing Rights to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are July 15 and January 15 in each year in respect of the Original Credit and the Additional Financing.
- 2.06. The Interest Charge is: (a) zero percent (0%) per annum on the Withdrawn Balance with respect to the Original Credit; and (b) one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance with respect to the Additional Financing.
- 2.07. The principal amount of the Original Credit and the Additional Financing shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.078. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the MoFA in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions the Recipient's address is:

Ministry of Finance
P.O. Box MB40
Accra, Ghana

Facsimile :
Email: _chiefdirector@mofep.gov.gh

233-30-2667069
233-30-2663854

- 5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

SCHEDULE 1

Project Description

The objective of the Project is to improve agricultural productivity and production of both smallholder and nucleus farms in selected project intervention areas of the Recipient's territory.

The Project consists of the following parts:

Part A: Facilitating Investment Promotion in Commercial Agriculture

1. (a) Strengthening the Recipient's capacity to identify, attract, retain and expand investment in commercial agriculture and agri-business, including by: (i) developing a framework for channeling investors' interest to the appropriate MDAs and a multi-year strategic plan for investment promotion efforts; and (ii) retaining and improving an inventory of investor interest at the Ghana Investment Promotion Centre; (b) building the capacity for commercial agriculture policy reforms to improve the investment climate and creating an enabling environment for agri-business, including improving the mechanism for public-private dialogue on policy issues; and (c) carrying out sector and policy analysis, investment planning and identified policy reforms, all through the provision of technical advisory services and acquisition of goods.
2. Improving land access and local rights in the context of commercial agriculture, including by: (a) establishing a land facilitation mechanism for matching interested communities with available land to interested investors; (b) carrying out policy, social and economic analysis, and knowledge sharing from international and domestic investment experience; (c) developing an inventory of existing land rights and uses, and enhancing a participatory planning of land use at the community level; (d) identifying and analyzing ambiguities and/or disputes over land uses and rights, and strengthening dispute resolution mechanisms; (e) strengthening communities' capacity to engage in consultations and negotiations with investors; and (f) developing a model lease agreement for the use of land based on international best practices in commercial agriculture, all through the provision of technical advisory services and acquisition of goods.
3. Strengthening out-grower arrangements, including by: (a) developing a national framework for out-growers and contract farming arrangements; (b) strengthening the capacity of investors interested to set up inclusive business arrangements; (c) establishing new out-growers schemes and improving existing schemes, all through the provision of technical advisory services and acquisition of goods; and (d) carrying out a program of eligible start-up agri-business investments activities (Sub-projects) in the Accra Plains and other identified Areas by participating small

holders and/or nucleus/commercial investors (Eligible Beneficiaries), through the provision of grants (Matching Grants).

Part B: Promoting Private Sector Investments and Small-holder Linkages in Selected Areas

1. Promoting smallholder-agribusiness linkages in the Accra Plains by:

Strengthening the capacity of MoFA, to: (a) carry out a pre-feasibility study to identify options for PPP modalities; (b) carry out of related environmental and social safeguards due diligence work; and (c) carry out of training, operational support and outreach on PPPs in the agriculture sector and agri-business, all through the provision of technical advisory services, training and acquisition of goods.

2. Promoting smallholder-agribusiness linkages by:

(a) Carrying out: (i) a program of capacity building activities for small-holders and/or nucleus/commercial investors for: (i) establishing nucleus out-growers schemes in the NDA zone; and (ii) facilitating transfer of agricultural technology and technology innovation, through the provision of specifically targeted training and technical advisory services to participating small holders and/or nucleus/commercial investors in the NDA and selected districts within the MDBA and CDA zones (Eligible Beneficiaries); and (iii) a program of eligible start-up agri-business investments activities (Sub-projects) by the Eligible Beneficiaries, through the provision of grants to the Eligible Beneficiaries (Matching Grants).

(b) Carrying out: (i) a program of activities to facilitate investments in land development for commercial agriculture (sub-projects) in the NDA and selected districts within the MDBA and CDA zones, through the provision of Matching Grants to Eligible Beneficiaries; (ii) identifying high potential locations for improved rainfed rice cultivation in inland valleys, including (1) preparing designs for selected inland valley areas, (2) land clearing, land leveling, water management interventions such as contour bunding, farm roads at nucleus farms and adjacent out growers; (3) facilitating the connection of nucleus investors to the existing power grid; and (iii) preparing public information packs about commercial opportunities for irrigation development, all through the provision of technical advisory services, works and acquisition of goods.

(c) Carrying out rehabilitation and construction of a limited number of agricultural storage infrastructure and processing facilities in the NDA zone, including developing an implementation plan for said rehabilitation and construction activities, through the provision of technical advisory services, works and acquisition of goods.

- (d) Facilitating business development, including carrying out a program of activities to strengthen the service delivery capacity (Agri-business Services) of eligible input dealers, mechanization centers, processors and other agricultural service providers (Eligible Agri-business Service Providers), through the provision of grants (the Agri-business Service Grant).
3. Support the Planting for Food and Jobs (PFJ) Campaign by:
- (a) supporting the production and supply of rice, maize, soya and vegetables seeds, including climate-smart agriculture (CSA) technologies through the provision of:
 - (i) grants to selected private sector seed producers and seed associations to enable them produce or supply certified seed to selected farmers (“Seed Grant”); and (ii) providing technical assistance for strengthening the monitoring and evaluation of the Planting for Food and Jobs (PFJ) Campaign.
 - (b) Carrying out feasibility studies for pipeline irrigation water transmission as part of the Recipient’s efforts to scale-up irrigation development in its territory.

Part C: Rehabilitation and Modernization of Irrigation Schemes and Reforming of Irrigation Institutions and Management

1. Preparing designs for rehabilitation and modernization of selected existing irrigation and drainage infrastructure, and carrying out rehabilitation and modernization of existing irrigation schemes and associated technical supervision, in particular:
- (a) Preparing detailed designs, cost estimates, construction drawings, bidding documents and related investments required for the physical rehabilitation and/or modernization of the *Kpong* irrigation scheme located on the right bank of the Volta River below the *Kpong* dam, through the provision of technical advisory services and acquisition of goods.
 - (b) Preparing detailed designs, cost estimates, construction drawings, bidding documents and related investments required for construction of the second phase (Phase 2 area) of the *Kpong* left bank irrigation and drainage infrastructure, and completion of on-farm works in the first phase (Phase 1 area) of said *Kpong* left bank irrigation and drainage infrastructure, through the provision of technical advisory services and acquisition of goods.
 - (c) Preparing detailed designs, cost estimates, construction drawings, bidding documents and related investments required for the physical rehabilitation and/or modernization of the of *Tono* and *Vea* schemes located in the Upper East Region of the NDA Area, through the provision of technical advisory services and acquisition of goods.

- (d) Preparing detailed designs, cost estimates, construction drawings, bidding documents and related investments required for the physical rehabilitation and/or modernization of small irrigation schemes distributed throughout the territory of the Recipient, through provision of technical advisory services and acquisition of goods.
 - (e) Carrying out rehabilitation and modernization of all the respective schemes referred to in Parts C.1. (a) through C.1. (d) of the Project, *inter alia*, the *Kpong* irrigation scheme, *Kpong* left bank irrigation scheme, and *Tono* schemes, within the territory of the Recipient.
 - (f) Carrying out associated technical supervision for rehabilitation and modernization of all the schemes referred to in Parts C.1 (e) of the Project.
2. Carrying out the institutional reforms, including restructuring and strengthening Ghana Irrigation Development Authority (GIDA), and Irrigation Company of the Upper Region (ICOUR), in particular:
- (a) Assisting GIDA to carry out a plan for the retrenchment or staff buy-out of about 188 staff within a period of three years from the date of the Original Financing Agreement; (b) implementing measures to mitigate the social impact of retrenchment, including, implementing the provisions of the Retrenchment Plan, including the provision of social, psychological, financial and professional counseling for retrenched GIDA staff, retraining such staff as may be appropriate, and providing other forms of assistance as may be needed; and (c) assisting GIDA to implement measures to provide incentives to retained staff, all through the payment of Severance Payments in accordance with the Staff Retrenchment Plan, provision of technical advisory services and acquisition of goods.
- Assisting ICOUR to carry out a plan for the retrenchment or staff buy-out of about 108 staff within a period of thirty days from the first day of commencement of implementation of the relevant Staff Retrenchment Plan; and implementing measures to mitigate the social impact of retrenchment, including, implementing the provisions of the Staff Retrenchment Plan, provision of social, psychological, financial and professional counseling for retrenched ICOUR staff, retraining such staff as may be appropriate, and providing other forms of assistance as may be needed; and (c) assisting ICOUR to implement measures to provide incentives to retained staff, all through payment of Severance Payments in accordance with the Staff Retrenchment Plan, provision of technical advisory services and acquisition of goods.
- (c) Strengthening the technical and managerial capacity of GIDA, including:
 - (a) carrying out technical advisory services for the design of the office

building; and (b) provision of training nationally and internationally, study tours, membership in relevant engineering institutions, subscription to relevant engineering and scientific journals, equipping a fully functional digital library, and provision of appropriate information and communication technologies.

- (d) Strengthening the operation and maintenance and management capacity of ICOUR for efficient operation and maintenance of the *Tono* and *Vea* schemes, through the acquisition of appropriate information technology tools, provision of relevant computer training to operate the systems, and planned twinning approach for a period of two years with a modern irrigation district internationally.
3. Establishing water users' associations at the appropriate levels in each scheme under the Project, and developing modalities for private sector involvement in the operation and management of larger schemes, in particular:
- (a) Provision of technical assistance to draft legislation, by-laws, rules, model memoranda and agreements and other documents as may be required to facilitate the establishment and operationalization of water users associations within the territory of the Recipient, including provision of training to respective water users' associations in appropriate administrations, management, maintenance, technological practices and grievance redress mechanisms for sustainable functioning of said associations.
 - (b) Provision of technical assistance and appropriate incentives to facilitate the establishment and operationalization of private scheme management entities, including developing alternative models for said entities, and agreements between said entities and GIDA.

Part D: Project management, Monitoring and Evaluation

Strengthening the Project Implementation Unit's capacity for implementation, management, and monitoring and evaluation of the Project, through the provision of technical advisory services and acquisition of goods.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. MoFA

The Recipient shall, at all times during the implementation of the Project, ensure that resources, satisfactory to the Association, are available to MoFA for the purpose of ensuring prompt and efficient oversight and coordination of the Project implementation.

2. Project Steering Committee

- (a) The Recipient shall establish and maintain, at all times during the implementation of the Project, a Project steering committee (the Project Steering Committee) with functions, composition, mandate and resources satisfactory to the Association.
- (b) Without limitation to the provisions of paragraph (a) of this Section I.A.2, the Recipient shall ensure that the Project Steering Committee will be responsible for providing policy guidance to ensure prompt and efficient implementation of the Project, including, *inter alia*: (i) reviewing progress made towards achieving the Project's objective; (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project; (iii) providing comments on reports and reviews prepared by the Project Implementation Unit; and (iv) approving the Annual Work Plans and Budgets.

3. Project Implementation Unit

- (a) The Recipient shall maintain, at all times during the implementation of the Project, the Project Implementation Unit. To this end, the Project Implementation Unit shall be responsible for ensuring the prompt and efficient overall coordination, monitoring, reporting, evaluation, communication, and guidance of implementation of Project activities, including: (i) facilitating the coordination of the respective MDAs under the Project; (ii) coordinating technical, fiduciary aspects (i.e., financial management and procurement), social and environmental safeguards aspects, monitoring and evaluation of the Project; (iii) preparing the Annual Work Plans and Budgets; and (iv) carrying out the appraisal, review of Sub-projects design, technical support, supervision, monitoring

and evaluation for Sub-projects under the respective Matching Grants and Seed Grants, or for Agri-business Service under the Agri-business Service Grants; and (v) carrying out the administration and management of the respective Matching Grants, Seed Grants and Agri-business Service Grants, including verification of Eligible Beneficiaries and Eligible Agri-business Service Providers.

- (b) Without limitation to the provisions of paragraph (a) immediately above, the Project Implementation Unit shall in close coordination with GIDA and ICOUR, respectively take responsibility for timely, prompt and effective implementation of the Staff Retrenchment Plan under Parts C.2. (a) and C.2. (b) of the Project, in form and substance satisfactory to the Association.
- (c) Without limitation to the provisions of paragraph (a) of this Section I.A.3, the Recipient shall at all times during the implementation of the Project, maintain an operations manager, a contract management specialist, two irrigation drainage specialists, an oversight officer or equivalent for the purpose of overseeing the implementation of Parts C.1, C.2.(a) and C.2.(b) of the Project, and a social and environmental specialist, all with terms of reference, qualifications and experience acceptable to the Association.
- (d) Without limitation to the provisions of paragraph (a) of this Section I.A.3, the Recipient maintain, at all times during the implementation of the Project, a special office (PIU Grants Management Desk) within the Project Implementation Unit for the purpose of ensuring effective and efficient administration and management of the Matching Grants, Agri-business Service Grants and Seed Grants, and monitoring the implementation of the related Sub-projects and Agri-business Services.
- (e) The Recipient shall, for ensuring adequate procurement capacity for the Project, maintain at all times during the Project implementation, at least four (4) procurement personnel, all with qualifications, experience and terms of reference acceptable to the Association.

4. **NDA**

The Recipient shall maintain the NDA with mandate, functions, composition and adequate resources for ensuring prompt and efficient implementation of Part B.2 of the Project, including: (a) collaboration with the Project Implementation Unit; and (b) facilitation of the implementation of the activities under Part B.2 of the Project.

B. Project Implementation Manual, Matching Grants Manual, and Agri-business Service Grants Manual

1. The Recipient shall carry out the Project (except Parts A.3(d), B.2.(a) (iii), B.2.(b)(i), B.2.(d) and B.3(a)(i)) in accordance with the provisions of the Project Implementation Manual, 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; and (f) such other administrative, financial, technical and organizational arrangements as required for Project implementation.
2. The Recipient shall carry out Parts A.3(d), B.2.(a) (iii), B.2.(b)(i), B.2.(d) and B.3(a)(i) in accordance with the provisions of the Matching Grants Manual or the Agri-business Service Grants Manual as appropriate, containing detailed arrangements and procedures for: (a) institutional arrangements for management, supervision, monitoring, evaluation and reporting of the respective Sub-projects and Agri-business Services; (b) disbursement and funds flow arrangements; (c) a procurement manual and a financial management manual setting forth, inter alia, the procurement and financial management responsibilities of the respective Eligible Beneficiaries and Eligible Agri-business Service Providers; (d) environmental and social safeguard guidelines; (e) guidelines for the carrying out of the respective Sub-projects and Agri-business Services, including, the eligibility criteria for determining the Eligible Beneficiaries and Eligible Agri-business Service Providers, and detailed procedures for the selection, approval and implementation of respective Sub-projects and Agri-business Services; and (f) a sample format of the respective Matching Grant Agreement, Agri-business Service Grant Agreement and Seed Grant Agreement.
3. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual, or the Matching Grants Manual, or the Agri-business Service Grants Manual without the prior written agreement of the Association; provided, however, that in case of any conflict between the arrangements and procedures set out in any of said manuals and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish, or cause to be prepared and furnished, to the Association for its review and approval, not later than November 30 of each year during the implementation of the Project (or such later date as the Association may agree), an annual work plan and budget (Annual Work Plan and Budget) containing all eligible Project activities and expenditures planned for the

following Fiscal Year, including a specification of the source or sources of financing for all eligible expenditures.

2. The Recipient shall implement the Project or cause it to be implemented in accordance with such Annual Work Plan and Budget as shall have been approved by the Association.

3. The Recipient shall not make or allow to be made any change to the Annual Work Plan and Budget without the prior written agreement of the Association.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Matching Grants, Agri-business Service Grants and Seed Grants

1. General

For the purpose of carrying out any Sub-projects under Parts A.3(d), B.2.(a) (iii) and B.2.(b)(i), or Agri-business Service under Part B.2.(d) of the Project, and without limitation upon the provisions of Section I of this Schedule, the PIU Grant Management Desk shall appraise, recommend for approval to MoFA and monitor the respective Sub-projects and Agri-business Services, and administer the respective Matching Grants, Seed Grants or Agri-business Service Grants, as the case may be, in accordance with the provisions of this Section I.E, and the procedures and guidelines set out in more detail in the Matching Grants Manual, and the updated Agri-business Service Grants Manual which includes information on the administration of the Seed Grants.

2. Eligibility Criteria for Sub-projects and Agri-business Services

No proposed Sub-project or Agri-business Service shall be eligible for financing under a Matching Grant, a Seed Grant or an Agri-business Service Grant, respectively, out of the proceeds of the Credit unless the PIU Grant Management Desk has determined, on the basis of an appraisal in accordance with this Section I.E, and the procedures and guidelines set forth in the Matching Grants Manual, and the Agri-business Service Grants Manual, that the proposed Sub-project or Agri-business Service satisfies following eligibility criteria:

(a) For the Matching Grants:

- (i) the proposed Sub-project shall be initiated by an Eligible Beneficiary, which has the capacity to enter into a binding contract under the laws of the Recipient, and which has met the eligibility

criteria specified in the Matching Grants Manual, including: (1) execution of the Matching Grant Agreement; (2) ability to provide a financial matching contribution of not less than 20% of the total cost of the pertinent Sub-project; and (3) ability to provide a financial and business viability plan for the proposed Sub-project, as specified in the Matching Grants Manual;

- (ii) the Eligible Beneficiary has the required technical, financial management and procurement capacity to implement the proposed Sub-project in compliance with the guidelines set forth in the Matching Grants Manual; and
- (iii) the Eligible Beneficiary shall be eligible to receive subsequent Matching Grants if it has completed the Sub-project in the preceding Fiscal Year(s) to the satisfaction of the PIU Grant Management Desk, in accordance with the terms of the Matching Grant Agreement.

(b) For the Agri-business Service Grants:

- (i) the proposed Agri-business Service shall be initiated by an Eligible Agri-business Service Provider, which has the capacity to enter into a binding contract under the laws of the Recipient, and which has met the eligibility criteria specified in the Agri-business Service Grants Manual, including: (1) execution of an Agri-business Service Grant Agreement; and (2) ability to provide a financial or in-kind matching contribution of not less than 20% of the total cost of the pertinent Agri-business Service, in compliance with the guidelines set forth in the Agri-business Service Grants Manual;
- (ii) the Eligible Agri-business Service Provider has the required technical, financial management and procurement capacity to implement the proposed Agri-business Service in compliance with the guidelines set forth in the Agri-business Service Grants Manual; and
- (iii) the Eligible Agri-business Service Provider shall be eligible to receive subsequent Agri-business Service Grants if it has completed the Agri-business Service in the preceding Fiscal Year(s) to the satisfaction of the PIU Grant Management Desk, in accordance with the terms of the Agri-business Service Grant Agreement.

(c) For the Seed Grants:

- (i) the proposed Sub-project shall be initiated by an Eligible Beneficiary, which has the capacity to enter into a binding contract under the laws of the Recipient, and which has met the eligibility criteria specified in the Agri-business Service Grants Manual, including: (a) execution of the Seed Grant Agreement; (b) ability to provide a financial matching contribution of not less than 20% of the total cost of the pertinent Sub-project; and (c) ability to provide a financial and business viability plan for the proposed Sub-project, as specified in the Agri-business Service Grants Manual;
- (ii) the Eligible Beneficiary has the required technical, financial management and procurement capacity to implement the proposed Sub-project in compliance with the guidelines set forth in the Agri-business Service Grants Manual; and
- (iii) the Eligible Beneficiary shall be eligible to receive subsequent Seed Grants if it has completed the Sub-project in the preceding Fiscal Year(s) to the satisfaction of the PIU Grant Management Desk, in accordance with the terms of the Seed Grant Agreement.

3. **Terms and Conditions of Matching Grants, Seed Grants and Agri-business Service Grants**

(a) A pertinent Sub-project or Agri-business Service shall be carried out pursuant to a Matching Grant Agreement, a Seed Grant Agreement or an Agri-business Service Grant Agreement, as the case may be, to be concluded between an authorized representative of the MoFA on behalf of the Recipient, and the relevant Eligible Beneficiary or Eligible Agri-business Service Provider, under terms and conditions described in more detail in the Matching Grants Manual, and the Agri-business Service Grants Manual and satisfactory to the Association, which, *inter alia*, shall include the following:

- (i) the description of the Sub-project or Agri-business Service, including the outputs and performance targets to be achieved, and the arrangements for monitoring and reporting on the implementation of the Sub-project or the Agri-business Service;
- (ii) the relevant Matching Grant, Seed Grant or Agri-business Service Grant shall be made on a non-reimbursable grant basis;

- (iii) the modalities of transfer of funds by MoFA to the Eligible Beneficiary or Eligible Agri-business Service Provider, as the case may be, for the financing of the Sub-project or Agri-business Service;
- (iv) provisions to the effect that MoFA shall obtain rights adequate to protect its interests and those of the Recipient and the Association, including the right to:
 - (A) suspend or terminate the right of the Eligible Beneficiary or Eligible Agri-business Service Provider to use the proceeds of a Matching Grant, a Seed Grant or an Agri-business Service Grant, or obtain a refund of all or any part of the amount of said Matching Grant, Seed Grant or Agri-business Service Grant then withdrawn, upon the Eligible Beneficiary's or Eligible Agri-business Service Provider's failure to perform any of its obligations under the pertinent Matching Grant Agreement, Seed Grant Agreement or Agri-business Service Grant Agreement;
 - (B) require each Eligible Beneficiary or Eligible Agri-business Service Provider to:
 - (i) contribute, in cash in the case of an Eligible Beneficiary, or in cash and/or in-kind in the case of an Eligible Agri-business Service Provider, a minimum percentage of the projected Sub-project or Agri-business Service costs as specified in the Matching Grants Manual, and the Agri-business Service Grants Manual;
 - (ii) carry out the Sub-project or Agri-business Service with due diligence and efficiency and in accordance with sound technical, engineering, environmental, financial, and managerial practices, including in accordance with the Matching Grants Manual and the Agri-business Service Grants Manual, the ESMF, the RPF, the PMP and the Anti-Corruption Guidelines;
 - (iii) procure any goods, works and/or services required for the Sub-project or Agri-business Service and to be financed out of the proceeds of the pertinent Matching Grant, Seed Grant or Agri-business Service Grant in accordance with the provisions of Section III of this Schedule, as further elaborated in the Matching Grants Manual and the Agri-business Service Grants Manual;

- (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the implementation of the pertinent Sub-project or Agri-business Service and the achievement of its objectives;
- (v) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations, resources and expenditures, including those related to the Matching Grant, the Seed Grant or Agri-business Service Grant; and (2) at the Association's or MoFA's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Association and MoFA;
- (vi) enable the Association, the Recipient to inspect its facilities, operations and any records and documents relevant to the Sub-project or Agri-business Service;
- (vii) permit the Association to make the Matching Grant Agreement, the Seed Grant Agreement or Agri-business Service Grant Agreement, as the case may be, and all financial statements audited pursuant to sub-paragraph (v) above available to the public in accordance with the Association's policies on access to information; and
- (viii) prepare and furnish to MoFA and the Association all such further information as MoFA and the Association shall reasonably request relating to the foregoing.

(b) The Recipient shall, through MoFA, exercise its rights and carry out its obligations under the pertinent Matching Grant Agreement, Seed Grant Agreement or Agri-business Service Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Matching Grant Agreement, Seed Grant Agreement or Agri-business Service Grant Agreement, or any substantial

provision of said Matching Grant, Seed Grant or Agri-business Service Grant Agreement.

F. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF, the RPF and the PMP.
2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF, the RPF and the PMP or any provision thereof without prior approval in writing by the Association, subject to the same approval requirements as applicable to the adoption of the said instruments.
3. The Recipient shall ensure that, in respect of any activity that is site specific under the Project, including any Sub-project, or any Agri-business Service: (a) an ESIA, an ESMP and/or a RAP are prepared as required under the ESMF and/or the RPF; (b) each such instrument is submitted to the Association for its review and approval; and (c) each such instrument is thereafter adopted and disclosed in accordance with the provisions of the ESMF or the RPF; (d) the relevant mitigation and monitoring provisions of the ESIA, ESMP or RAP, as the case may be, are appropriately included in each work contract, Matching Grant Agreement or Agri-business Service Grant Agreement, as the case may be, and that they are implemented in the carrying out of the Project.
4. Without limitation to aforementioned provisions of this Part F, the Recipient shall ensure that: (a) no activities involving land shall be carried out, prior to the screening of the legal status of the land in form and substance acceptable to the Association; and (b) no activities shall be carried out involving land, for which there is legal uncertainty over ownership and use rights.

G. Execution Covenants for Part C.2(a) and C.2(b) of the Project (Retrenchment of the Eligible Employees of GIDA and ICOUR)”

1. The Recipient shall carry out Part C.2(a) and C.2(b) of the Project in accordance with the Staff Retrenchment Plan, acceptable to the Association.
2. Without prejudice to the provisions of the laws of the Recipient, the Recipient shall, in a form and substance satisfactory to the Association, in coordination with GIDA and ICOUR, carry out the retrenchment of Eligible Employees of GIDA and ICOR in accordance with the Staff Retrenchment Plan.
3. The Recipient shall ensure that the staff retrenched under the Project shall not, for a period of ten (10) years from the date of retrenchment, be re-employed in either GIDA or ICOUR. To this end, the Recipient, in coordination with GIDA and ICOUR, shall employ independent auditors satisfactory to the Association, to

verify that the retrenched staff is not re-employed by GIDA or ICOUR within said period.

4. The Recipient shall, not later than ninety (90) days from the date of disbursement made from the proceeds of the Credit for Severance Payments, furnish to the Association a report, duly certified by independent auditors satisfactory to the Association, confirming that such payments were indeed made to Eligible Employees of GIDA and ICOUR.
5. Prior to the payment of any retroactive financing or any subsequent payments, thereafter, relating to Severance Payments referred to in Category 11 in the table set forth in Section IV.2 of this Schedule 2 to the Agreement, and prior to retrenchment of respective staff of GIDA and ICOUR, in accordance with the provisions of the Retrenchment Manual, the Recipient shall: (a) furnish to the Association a list of eligible GIDA and ICOUR employees to be retrenched including, for each individual employee, the total amount of severance payments due under the retrenchment program specified in the Staff Retrenchment Plan, as well as the retrenchment notification processes for each individual employee, duly certified by an independent audit firm employed by GIDA or ICOUR, as the case may be, under terms and conditions satisfactory to the Association; and (b) in coordination with GIDA and ICOUR, respectively, furnish to the Association analysis demonstrating, among other matters, GIDA's or ICOUR's compliance with all relevant laws of the Recipient, regulations, and collective bargaining agreements, as well as with satisfactory oversight arrangements for effecting the retrenchment.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Procurement

The Recipient shall ensure that all goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements of Procurement Regulations.

Section IV.1 Withdrawal of the Proceeds of the Original Credit

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Credit to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category in the following tables:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Works for Part C.2(b) of the Project, goods, non-consulting services, consultants' services and Operating Costs for Part A (except Parts A.3(d)) and Parts C.1(a) and C.2(a)) of the Project (<i>Pro memoria</i>)	3,484,594.15	35%
(2) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part B of the Project (<i>Pro memoria</i>)	533,907.08	100%
(3) Viability Gap Funding for goods, works and services under Part B of the Project (<i>Pro memoria</i>)	0	-
(4) Works, goods, non-consulting services and consultants' services for Part B.5 of the Project (<i>Pro memoria</i>)	296,688.34	Such percentage of Eligible Expenditures as the Association shall determine for each Fiscal Year

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(5) Matching Grants for Sub-projects for Parts A.3(d), C.1(b) and C.2(a) of the Project (<i>Pro memoria</i>)	4,172,512.30	50% of the goods, works and services financed by such Matching Grants
(6) Agri-business Service Grants for Agri-business Services under Part C.4 of the Project (<i>Pro memoria</i>)	368.01	50% of goods, works and services financed by such Agri-business Service Grants
(7) Goods, consultants' services, Training and Operating Costs for Part D of the Project (<i>Pro memoria</i>)	8,381,982.60	67%
(8) Refund of Preparation Advance	691,348	Amount payable pursuant to Section 2.07 of the General Conditions
(9A) Works for Parts E.1, E.2 and E.4 of the Project (<i>Pro memoria</i>)	0	100%
(9B) Goods, non-consulting services, and consultants' services for Parts E.1, E.2 and E.4 of the Project (<i>Pro memoria</i>)	1,805,581.07	100%
(10A) Works for Part E.3 of the Project (<i>Pro memoria</i>)	0	25%
(10B) Goods, non-consulting services, and consultants' services for	160,560.66	25%

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Part E.3 of the Project (Pro memoria)		
(11) Severance Payments for Parts F.1 and F.2 of the Project	3,300,000	100%
(12) Goods, works, non-consulting services, consultants' services, and Training for Parts F.3, F.4, G.1 and G.2 of the Project (Pro memoria)	139,145.87	100%
(13) Works, goods, non-consulting services, consultants' services and Operating Costs under Part A, B1 to B3, C3 and D.	7,420,627.53	100%
(14) Matching Grants for Sub-Projects under Part A3 (d) and B.2(a), B2(b), and B2 (d) of the Project	195,771.69	100%
(15) Works, goods, non-consulting services and consultants' services under Part B3(b), C1 (b), (d), (e) (f), C.2 and C.3 of the Project.	29,783,514.32	100%
(16) Seeds Grants under Part B3 (a) of the Project	4,133,398.38	100%
TOTAL AMOUNT	64,500,000	

PARLIAMENT OF GHANA LIBRARY

A. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Section IV.A above no withdrawal shall be made for:
 - “(a)” “payments made prior to the date Original Financing Agreement except that withdrawals up to an aggregate amount not to exceed SDR 5 million may be made for payments made prior to this date but on or after September 1, 2015, for Eligible Expenditures under Categories (9B), (10B), (11) and (12), *provided* that no Severance Payments under Category (11) shall be Eligible Expenditure for retroactive financing under this subparagraph unless the requirements under Section I.G.5 of Schedule 2 to this Agreement have been complied with; or”
 - “(b)” “any Eligible Expenditure under Categories (9A) and (10A), unless the Recipient has: (i) in form and substance satisfactory to the Association, made in full the Severance Payments to the Eligible Employees of GIDA and ICOUR, respectively, who are included in the list set forth in the Staff Retrenchment Plan as part of the first phase; and (b) in accordance with the Staff Retrenchment Plan, submitted an independent verification report, acceptable to the Association, relating to such Severance Payments.
 - “(c)” “any Eligible Expenditure under Category (11) in respect of any Severance Payments unless the Recipient has, in form and substance satisfactory to the Association, met the requirement referred to in Section I.G.5 of Schedule 2 to this Agreement.”
 - “(d)” “any Eligible Expenditure under Category (5) or (6), unless the Recipient has: (i) submitted, in form and substance satisfactory to the Association, the Matching Grants Manual and the Agri-business Service Grants Manual; and (ii) established the PIU Grants Management Desk.”
 - (e) “any Eligible Expenditure under Category 16 unless the Recipient has updated the Agri-business Service Grants Manual to include information on the administration of the Seeds Grants in a manner satisfactory to the Association.

Section IV.2 Withdrawal of the Proceeds of the Additional Financing

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, Operating Costs, non-consulting services, and consulting services for Part C.1 (a) and C.1 (c) of the Project	34,800,000	100%
TOTAL AMOUNT	34,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Section IV.1 A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date in respect of the Original Credit and the Additional Financing is December 31, 2020.

SCHEDULE 3

I. Repayment Schedule for the Original Credit

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each July 15 and January 15:	
commencing July 15, 2022 to and including January 15, 2032	1%
commencing July 15, 2032 to and including January 15, 2052	2%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

II. Repayment Schedule for the Additional Financing

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each July 15 and January 15:	
commencing July 15, 2023 to and including January 15, 2043	1.65%
commencing July 15, 2043 to and including January 15, 2048	3.40 %

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. "Accra Plains" means the area covering the contiguous geographical area (districts) along the East and West side of the Volta River, below the Kpong Dam and stretching to the sea in Recipient's territory.
2. "Agri-business Service" means a specific development project carried out under Part B.2. (d) of the Project, and which meets the eligibility criteria for an Agri-business Service Grant.
3. "Agri-business Service Grant" means funds allocated or proposed to be allocated out of the proceeds of the Financing to an Eligible Agri-business Service Provider, for the purpose of financing an Agri-business Service in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
4. "Agri-business Service Grant Agreement" means an agreement entered, or to be entered into between the Recipient, through MoFA, and an Eligible Agri-business Service Provider, for the purpose of extending an Agri-business Service Grant.
5. "Agri-business Service Grants Manual" means the Recipient's manual in form and substance satisfactory to the Association, and referred to in Section I.B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the Association.
6. "Annual Work Plans and Budgets" means the annual work plans and budgets prepared by the PIU, and approved by the Association in accordance with Section I.C of Schedule 2 to this Agreement.
7. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
8. "Ashanti Region" means the area located in the South of the Recipient's territory.
9. "Brong Ahafo" means the area located in the South of the Recipient's territory, a bordered in the North by the Black Volta River and to the East, by the Lake Volta and to the South, by Ashanti Region, Eastern and Western Regions, all in the Recipient's territory.
10. "Category" means a category set forth in the tables in Section IV of Schedule 2 to this Agreement.

11. "CDA" means the Coastal Development Authority an entity responsible for the economic and social development of the coastal development zone, established and operating pursuant to the Coastal Development Authority Act, 2017 (Act 962) or its successor.
12. "CDA Zone" means the Greater Accra Region, central region, western region and Volta Region within the Recipient's territory.
13. "Eligible Agri-business Service Provider" means a private agency established and operating under the laws of the Recipient, as an agriculture commercial or business service, which has met the eligibility criteria set forth in the Agri-business Service Grants Manual and referred to in Section I.E of Schedule 2 to this Agreement and, as a result has been extended, or is to be extended, an Agri-business Service Grant for the carrying out of an Agri-business Service.
14. "Eligible Beneficiary" means a private operator operating as an out-grower, an agricultural commercial investor, a small-holder, or a farmer cooperative, or a private sector seed producer, or a seed association which has met the eligibility criteria set forth in the Matching Grants Manual and referred to in Section I.E of Schedule 2 to this Agreement and, as a result has been extended, or is to be extended, a Matching Grant or a Seed Grant for the carrying out of a Sub-project.
15. "ESIA" means each environmental and social impact assessment for the Project to be carried out in accordance with the ESMF and pursuant to provisions of Section I.F of Schedule 2 to this Agreement.
16. "Eligible Employees of GIDA" means employees of GIDA eligible to receive retirement or retrenchment benefits in accordance with the laws of the Recipient.
17. "Eligible Employees of ICOUR" means employees of ICOUR eligible to receive retirement or retrenchment benefits in accordance with the laws of the Recipient.
18. "ESMF" means the Recipient's environmental and social management framework, acceptable to the Association, dated November 2011, published on November 22, 2011 and re-disclosed on March 13, 2018, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental and social assessments and management plans under the Project, and such term includes all schedules and annexes to the said framework.
19. "ESMP" means each environmental and social management plan for the Project to be carried out in accordance with the ESMF and pursuant to provisions of Section I.F of Schedule 2 to this Agreement.

20. "Fiscal Year" means the fiscal year of the Recipient beginning on January 1 and ending December 31 of each year.
21. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated July 14, 2017.
22. "Ghana Investment Promotion Centre" means the Recipient's investment promotion center established under Ghana Investment Promotion Centre Act, 1994 (Act 478) of the laws of the Recipient, as amended thereof and any successor thereto.
23. "Ghana Irrigation Development Authority" means the authority established and operating pursuant to the Irrigation Development Authority Act of 1977 (SMCD 85) of the laws of the Recipient.
24. "Greater Accra Region" means the area located on the South-Eastern part of the Recipient's territory and along the Gulf of Guinea.
25. "Irrigation Company of Upper Region" means the company established and operating pursuant to Certificate of Incorporation No. 21, 958 issued by the Recipient's Registrar of Companies on February 9, 1983, under the Companies Code (Act 179) as amended of the laws of the Recipient.
26. "Matching Grant" means funds allocated or proposed to be allocated out of the proceeds of the Financing to an Eligible Beneficiary, for the purpose of financing a Sub-project in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
27. "Matching Grant Agreement" means an agreement entered into, or to be entered into, between the Recipient, through MoFA, and an Eligible Beneficiary, for the purpose of extending a Matching Grant.
28. "Matching Grants Manual" means the Recipient's manual, in form and substance satisfactory to the Association, and referred to in Section I.B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the Association.
29. "MDA" means the Recipient's ministries, departments and agencies.
30. "MBDA" means the Middle Belt Development Authority, an entity responsible for the accelerated economic and social development of the middle belt development zone, established and operating pursuant to the Middle Belt Development Authority Act, 2017 (Act 962) or its successor.

31. “MBDA Zone” means the Ashanti Region, Brong Ahafo Region and eastern region in the Recipient’s territory.
32. “NDA” means Northern Development Authority, an entity responsible for _____ established and operating pursuant to _____ or its successor.
33. “Northern Region” means the area located in the northern part of the Recipient’s territory.
34. “NDA Zone” means the Northern Region, Upper East Region and Upper West Region.
35. “Ministry of Food and Agriculture” and the acronym “MoFA” mean the Recipient’s ministry responsible for food and agriculture and any successor thereto.
36. “National Policy on PPP” means the Recipient’s policy on PPP dated June 2011 and approved by the Recipient’s cabinet in June 2011.
37. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans and Budgets approved by the Association pursuant to Section I.C of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient’s civil service.
38. “PMP” means the Recipient’s pest management plan dated November, 2011, and published on November 22, 2011, acceptable to the Association, setting forth various means to assess pest management in the country and support integrated pest management and the safe use of agricultural pesticides.
39. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on June 7, 2011 and on behalf of the Recipient on June 15, 2011.
40. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017.
41. “Project Delivery Team” and the acronym “PDT” mean the project delivery team to be established in accordance with the National Policy on PPP and referred to in Section I.A.5 of Schedule 2 to this Agreement.
42. “Project Implementation Manual” and the acronym “PIM” mean the Recipient’s manual, in form and substance satisfactory to the Association, and referred to in

Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the Association.

43. "Project Implementation Unit" and the acronym "PIU" mean the implementation unit to be established within MoFA and referred to Section I.A.3 of Schedule 2 to this Agreement.
44. "PIU Grants Management Desk" means the office referred to in Section I.A.3 (c) of Schedule 2 to this Agreement.
45. "Project Steering Committee" means the steering committee to be established under the Project and referred to in Section I.A.2 of Schedule 2 to this Agreement.
46. "PPP" means public private partnership.
47. "RAP" means each resettlement action plan for the Project to be carried out in accordance with the RPF and pursuant to provisions of Section I.F of Schedule 2 to this Agreement.
48. "RPF" means the Recipient's resettlement policy framework dated December 2011, published on January 13, 2012 and re-disclosed on March 13, 2018, acceptable to the Association, setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced by any resettlement as a result of the Project, including guidelines for the preparation of the appropriate resettlement plans, as the same may be amended from time to time with the agreement of the Association.
49. "Seed Grant" means funds allocated or proposed to be allocated out of the proceeds of the Financing to an Eligible Beneficiary, for the purpose of financing a Sub-project in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
50. "Seed Grant Agreement" means an agreement entered into, or to be entered into, between the Recipient, through MoFA, and an Eligible Beneficiary, for the purpose of extending a Seed Grant.
51. "Severance Payment" means the payment to be made to the staff of GIDA and ICOUR, respectively under Part C.2. (a) and C.2.(b) of the Project pursuant to the applicable laws of the Recipient and the Staff Retrenchment Plan.
52. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
53. "Staff Retrenchment Plan" means GIDA and ICOUR staff retrenchment plan, acceptable to the Association, and dated July 31, 2015, and adopted by the