

*Negotiated DRAFT*  
*(Subject to Change)*  
*PGCL.1 Counsel: Eric Mashaija BAKILANA*  
*Date: 4 September 2018*

PARLIAMENT OF GHANA LIBRARY



PROJECT ID: P-GH A00-006  
LOAN No.: [●]

**LOAN AGREEMENT**

**BETWEEN**

**REPUBLIC OF GHANA**

**AND**

**AFRICAN DEVELOPMENT FUND**

**(Ghana Incentive-Based Risk-Sharing System for Agricultural Lending (GIRSAL)  
Project)**

## LOAN AGREEMENT

### Ghana Incentive-Based Risk-Sharing System for Agricultural Lending (GIRSAL) Project

PROJECT ID No. P-GH A00-006

LOAN No. : [●]

This LOAN AGREEMENT, (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the REPUBLIC OF GHANA (the "Borrower") and the AFRICAN DEVELOPMENT FUND (the "Fund").

#### WHEREAS:

- (A) The Borrower has requested the Fund to provide a loan out of its resources, to assist in financing the Ghana Incentive-Based Risk-Sharing System for Agricultural Lending (GIRSAL) Project as further described in Schedule I of this Agreement (the "Project");
- (B) [GIRSAL Limited]<sup>1</sup> shall be the Executing Agency for the Project;
- (C) The Borrower has declared its commitment to the execution of the Project; and
- (D) The Fund has agreed on the basis, *inter alia*, of the foregoing to extend to the Borrower as a loan, the amount specified in Section 2.01 (*the Loan*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

#### ARTICLE I

##### GENERAL CONDITIONS - DEFINITIONS

Section 1.01. **General Conditions.** The *General Conditions Applicable to the African Development Fund Loan Agreements and Guarantee Agreements (Sovereign Entities)* dated February 2009, as amended from time to time, (the "General Conditions") constitute an integral part of this Agreement.

Section 1.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule V (*Definitions*) to this Agreement.

Section 1.03. **Schedules.** The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

<sup>1</sup> AG of Republic of Ghana to render Opinion.

**ARTICLE II**  
**THE LOAN**

Section 2.01. **The Loan.** The Fund agrees to extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a loan of an amount in various convertible currencies other than the currency of the Borrower, not exceeding the equivalent of Ten Million Units of Account (UA 10,000,000) (the "Loan") to assist in the financing of the Project.

Section 2.02. **Payment Dates.** The Payment Dates are 1<sup>st</sup> March and 1<sup>st</sup> September in each year.

Section 2.03. **Commitment Charge.** The Commitment Charge payable by the Borrower on the Undisbursed Loan Balance shall be at a rate equal to zero point five per cent (0.5%) per annum. The Commitment Charge shall begin to accrue one hundred and twenty (120) days after the Date of the Loan Agreement and shall be payable on a Payment Date.

Section 2.04. **Service Charge.** The Service Charge payable by the Borrower on the Disbursed Loan Balance shall be equal to zero point seventy-five per cent (0.75%) per annum. The Service Charge shall be payable on a Payment Date.

Section 2.05. **Interest.** Subject to Section 2.09 (*Accelerated Repayment*) of this Agreement, the Borrower shall pay interest (the "Interest") at a rate equal to one percent (1%) per annum on the Disbursed Loan Balance. Interest shall accrue from the date of first disbursement and shall be payable semi-annually in arrears on each Payment Date. Interest shall be calculated on a daily basis, and for this purpose each year shall be considered to be made up of three hundred sixty-five (365) calendar days.

Section 2.06. **Interest Period.** The interest period (the "Interest Period") shall be in relation to each disbursement, the six (6)-month period beginning on a Payment Date. The first Interest Period shall begin to run from the date of first disbursement of the Loan to the first Payment Date immediately following first disbursement. Each Interest Period thereafter shall begin to run from the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months running from the date of a disbursement to a Payment Date immediately following such disbursement shall be deemed an Interest Period.

Section 2.07. **Repayment of the Principal.**

- (a) Subject to Section 2.09 (*Accelerated Repayment*) of this Agreement, the duration of the Loan shall be thirty (30) years including a grace period of five (5) years (the "Grace Period") commencing on the Date of the Loan Agreement. During the Grace Period, the Interest, the Service Charge and the Commitment Charge shall be payable.

- (b) The Loan shall be amortized over a period of twenty-five (25) years after the expiration of the Grace Period, at the rate of four percent (4%) per annum, in equal and consecutive semi-annual instalments payable on a Payment Date. The first of such instalments shall be payable on the Payment Date immediately following the expiration of the Grace Period.

Section 2.08. **Currency of Payment.** All amounts due to the Fund under this Agreement shall be payable in the Disbursement Currency as provided in Section 3.03 (*Disbursement Currency*) of this Agreement or the Substitute Currency as applicable.

Section 2.09. **Accelerated Repayment.**

- (a) Notwithstanding the provisions of Section 2.07 (*Repayment of the Principal*) of this Agreement, the Fund may modify the repayment of instalments of the Disbursed Loan Balance in accordance with paragraphs (b) and (c) of this Section whenever all of the following events have occurred:
  - (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two (2) consecutive years, the level established by the Fund for determining eligibility to access the Fund's resources;
  - (ii) the Bank considers the Borrower creditworthy for borrowing from the Bank; and
  - (iii) after due consideration of the development of the Borrower's economy and other relevant factors, the Board of Directors of the Fund has reviewed and approved such modification.
- (b) The Fund shall, upon the occurrence of the events referred to in Section 2.09 (a) of this Agreement, notify the Borrower of the same and
  - (i) require the Borrower to repay twice the amount of each instalment of the Disbursed Loan Balance not yet due until the Loan has been fully repaid (the "Principal Option"); or
  - (ii) require the Borrower to increase the Interest applicable to the Disbursed Loan Balance to an annual rate agreed with the Fund that would, in the opinion of the Fund, result in the same level of concessionality as the Principal Option (the "Interest Option"); or
  - (iii) if the agreed applicable Interest under the Interest Option would be more than the fixed rate for a Bank sovereign-guaranteed loan:

1. require the Borrower to repay an amount agreed with the Fund that is greater than the then applicable semi-annual instalment; and
  2. increase the Interest applicable to the Loan to an annual rate agreed with the Fund that is equal to that of the fixed rate for a similar Bank sovereign-guaranteed loan (the "Combination Option").
- (c) The Borrower shall, within two (2) months of receipt of the notice referred to in paragraph (b) of this Section, notify the Fund whether it elects the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two (2) month period, the Fund shall automatically apply the Principal Option.
- (d) The Borrower shall commence such modified repayment as of the first semi-annual Payment Date, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in paragraph (a) of this Section have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the Grace Period.
- (e) If, at any time after the repayment terms have been modified pursuant to paragraph (a) of this Section, the Fund determines that the Borrower's economic condition has deteriorated significantly, the Fund may, if so requested by the Borrower, further revise the terms of repayment of the Disbursed Loan Balance and/or the Interest to conform to the repayment terms originally provided for in this Agreement, taking into account any repayments already made by the Borrower.

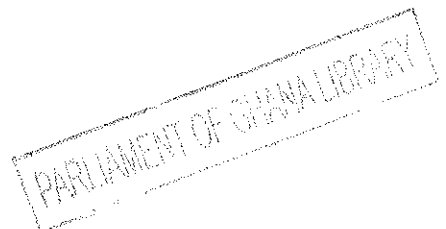
Section 2.10. **Prepayment.** In the event that the Borrower graduates from being eligible to borrow only from the Fund, the Borrower may, but shall not be obligated to, repay in advance of maturity, the Disbursed Loan Balance in one (1) lump sum on a date agreed upon between the parties. The Fund may, in its sole discretion, provide a discount on the Disbursed Loan Balance to be prepaid. The amount to be prepaid shall be applied in the following order: Commitment Charge, Service Charge, other charges, Interest and principal.

### **ARTICLE III**

#### **ENTRY INTO FORCE AND DISBURSEMENT**

Section 3.01. **Entry into Force.** The Loan Agreement shall enter into force upon fulfillment by the Borrower of the provisions of Section 12.01 (*Entry into Force*) of the General Conditions.

Section 3.02. **Disbursement.** The proceeds of the Loan shall be disbursed by the Fund, subject to the provisions of (a) Article V (*Disbursement of the Loan*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and*



*Disbursement*) of this Agreement; and (e) such additional instructions as the Fund may specify by notice to the Borrower, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Loan*) to this Agreement.

Section 3.03. **Disbursement Currency.** The Disbursement Currency is United States Dollar.

Section 3.04. **Conditions Precedent to Disbursement.** In addition to the provisions of Section 3.01 (*Entry into Force*), the obligations of the Fund to make the disbursement of the Loan shall be subject to the satisfaction of the following conditions by the Borrower:

- (a) the submission of certified copies of the [Executing Agency's]: (i) constitutional document or bylaws; (ii) certificate of registration; and (iii) applicable operating licenses;
- (b) the Project Agreement has been executed between the Fund and the [Executing Agency] in form and substance satisfactory to the Fund;
- (c) the execution and delivery of a Subsidiary Agreement between the [Executing Agency] and the Borrower in form and substance satisfactory to the Fund;
- (d) the submission of evidence of the deposit of the Borrower's counterpart contribution to the Project in the amount of Two Hundred Million Ghana Cedis (GHS 200,000,000) in a bank account acceptable to the Fund; and
- (e) the provision of evidence of the competitive recruitment or secondment of key staff for the Executing Agency with qualifications and terms of reference acceptable to the Fund, as follows: (i) a chief executive officer; (ii) a chief risk officer; (iii) a chief operating officer; (iv) a finance and administration manager; and (v) a procurement officer.

Section 3.05. **Closing Date.** For purposes of Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be **29<sup>th</sup> February 2024**, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

#### **ARTICLE IV** **UNDERTAKINGS**

Section 4.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project, and shall cause the Executing Agency and its contractors and/or agents to carry out the Project, in accordance with the provisions of Article IX (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

Section 4.02 **Institutional Arrangements.**

- (a) The Borrower shall appoint a board of directors for [GIRSAL Limited], whose composition, mandate and responsibilities shall be acceptable to the Fund. The board of directors shall be responsible for the overall governance of [GIRSAL Limited] including: (i) approving and overseeing management's implementation of the strategic objectives, governance, and corporate culture; and (ii) oversight over the audit function.
- (b) The Borrower shall cause the Executing Agency to establish a Project Management Unit (PMU) within the Executing Agency, with the mandate, staffing and resources satisfactory to the Fund. The PMU shall comprise, among others, the following members of Executing Agency's senior management team: (i) the chief executive officer; (ii) the chief operating officer; (iii) the credit risk officer; (iv) the finance and administration manager; and (v) the procurement officer. The PMU shall be responsible for, inter alia, the following:
  - (i) the day-to-day implementation of the Project including preparation and submission of the Project Reports, un-audited quarterly interim financial reports, and annual audit reports to the Fund; and
  - (ii) all Project related monitoring and evaluation activities including environmental and social compliance and performance;
- (c) The Borrower shall ensure that, except as the Borrower and the Fund may otherwise agree in writing, the Borrower or the Executing Agency will not introduce changes in the number of positions of [GIRSAL Limited] required for the implementation of the Project or in the professional skills required for occupying such positions.

Section 4.03. **Project Manuals and Policies.**

- (a) The Borrower shall cause the Executing Agency to prepare and comply with, the following operational policies, manuals and procedures (the "Project Manuals"): (i) a business plan and investment strategy for the risk sharing facility (RSF); (ii) a financial model; (iii) financing and operational guidelines for RSF transactions; (iv) accounting policies and procedures manual; (v) a gender policy; (vi) a human resources manual; (vii) internal audit procedures; (viii) an information security policy; (ix) a communications policy; and (x) procurement manuals.
- (b) The Borrower shall cause the Executing Agency not to assign, amend, abrogate, or waive the Project Manuals, or any provision thereof, if such assignment, amendment, abrogation or waiver may, in the opinion of the Fund, materially or adversely affect the implementation of the Project; and

- (c) In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

Section 4.04. **Master Agreements.**

- (a) To facilitate the carrying out of the Project, and the allocation of responsibilities under the Project, the Borrower shall cause the Executing Agency to enter into legally binding and enforceable Master Agreements with each eligible financial institution and intermediary (EFI) to provide guarantees to eligible Project beneficiaries under terms and conditions approved by the Fund in accordance with this Agreement and the Project Manuals.
- (b) In the Master Agreements, the Executing Agency shall obtain rights adequate to protect the interests of the Borrower and the Fund, including the right to require the EFIs to:
- (i) carry out any activities under the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Fund, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Policies which shall be applicable to any recipient of the Loan proceeds or guarantees other than the Borrower, the Project Manuals and the Funds Safeguards Policies;
  - (ii) not to engage in predatory lending or other forms of financial exploitation;
  - (iii) not to engage in any of the activities in the Negative List attached hereto as Schedule IV (*Negative List*);
  - (iv) maintain policies and procedures, adequate to enable the Executing Agency to monitor and evaluate in accordance with indicators acceptable to the Fund, the progress of the activities carried out under the Project and the achievement of its objective;
  - (v) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Fund, both in a manner adequate to reflect the operations, resources and expenditures related to the activities carried out under the Project; and (2) at the Fund's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Fund, in accordance with consistently applied auditing standards acceptable to the Fund, and furnish promptly to the Borrower and the Fund the financial statements as so audited; and



- (vi) enable the Borrower and the Fund to inspect the activities carried out under the Project, their operation and any relevant records and documents; and prepare and furnish to the Borrower and the Fund all such information as the Borrower or the Fund shall reasonably request relating to the foregoing.
  
- (c) The Borrower shall cause the Executing Agency to exercise its rights and carry out its obligations under each of the Master Agreements in such manner as to protect the interests of the Borrower and the Fund and to accomplish the purposes of the Project and except as the Fund shall otherwise agree, the Executing Agency shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived any of the Master Agreements or any provisions therein.

Section 4.05. **Environmental and Social Safeguards.** The Borrower shall cause the Executing Agency, all its contractors, sub-contractors and agents to:

- (a) carry out the Project in accordance with the environmental and social management system (ESMS), the Fund's Safeguards Policies and the applicable national legislation in a manner and in substance satisfactory to the Fund; and
- (b) prepare and submit to the Fund, as part of the Project Report referred to in Section 7.01 (*Project Report*) of this Agreement, semi-annual reports during the first year of Project implementation and thereafter, quarterly reports for the remainder of the Project implementation period, on the implementation of the ESMS including any implementation failures and related remedies thereof.

Section 4.06. **Other Conditions.**

- (a) Within three (3) months of disbursement, the Borrower shall cause the Executing Agency to prepare and submit to the Fund an ESMS in form and substance acceptable to the Fund;
- (b) Not later than six (6) months after the date of first disbursement of the Loan, the Borrower shall cause the Executing Agency to: (i) recruit key staff with technical capacity for Project implementation with terms of reference and qualifications satisfactory to the Fund; and (b) develop a risk management framework and procedures (including but not limited to risk pricing and agriculture value chain prioritization criteria).
- (c) From the date of this Agreement and until such time as all amounts due hereunder are repaid in full to the satisfaction of the Fund, the Borrower hereby covenants and agrees that it will take, or cause the Executing Agency to take, all appropriate measures and actions necessary to ensure that the Loan proceeds shall not be used to guarantee or otherwise finance:
  - (i) loans contracted prior to the Date of the Loan Agreement;

- (ii) any of the activities in the Negative List attached hereto as Schedule IV (*Negative List*); and/or
  - (iii) financial institutions or other intermediaries engaged in, or activities involving, predatory lending or other forms of financial exploitation.
- (d) The Borrower shall not transfer more than five percent (5%) of its shareholding in GIRSAL Limited (held by the Ministry of Finance or otherwise) whether individually or cumulatively, without the prior written approval of the Fund.
- (e) The Borrower hereby covenants and agrees that it will cause the Executing Agency to take, all appropriate measures and actions necessary to ensure that all sub-projects to be financed or guaranteed out of the proceeds of the Loan are in compliance with the Project Manuals.

Section 4.07. **Integrity.** The Borrower shall, and shall cause the Executing Agency, and any of its contractors or agents to, carry out the Project in accordance with the provisions of the Anti-Corruption Policies.

Section 4.08. **Subsidiary Agreement.**

- (a) To facilitate the implementation of the Project, the Borrower shall make the proceeds of the Loan available to the Executing Agency under a subsidiary agreement between the Borrower and the Executing Agency (the “Subsidiary Agreement”) under terms and conditions approved by the Fund, which shall include *inter alia*: (i) the roles and responsibilities of the Executing Agency with regard to the implementation of the Project; (ii) the repayment terms of the Loan; and (iii) the obligation of the Executing Agency to comply with the reporting, financial management, technical, fiduciary, safeguards, monitoring and other relevant requirements applicable to the Project in accordance with the provisions of this Agreement.
- (b) The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interest of the Borrower and the Fund and to accomplish the purposes of the Loan. Except as the Fund shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- (c) Notwithstanding the foregoing, in the event of a conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

**ARTICLE V**  
**ADDITIONAL REMEDIES OF THE FUND**

Section 5.01. **Other Events of Suspension.** For the purpose of Section 6.02 (k)(*Other Events of Suspension*) of the General Conditions, the other events of suspension of the Loan consist of the following:

- (a) The Executing Agency's Legislation has been amended, suspended, abrogated, repealed or waived or in the opinion of the Fund, the legal character, ownership or control of the Executing Agency has changed from that prevailing as of the Date of the Loan Agreement, so as to materially and adversely affect the ability of the Executing Agency to perform any of its obligations arising under or entered into pursuant to the Loan Agreement, or to achieve the objectives of the Project;
- (b) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency;
- (c) The Executing Agency has failed to perform any obligation under the Subsidiary Agreement;
- (d) The Borrower has taken or permitted to be taken any action which would prevent or interfere with the performance by the Executing Agency of its obligations under the Project Agreement; or
- (e) Any circumstance arising which in the opinion of the Fund interferes with or threatens to interfere with the successful completion of the Project or the accomplishment of its purposes.

Section 5.02. **Other Events of Cancellation.** In addition to the events in Section 6.03 (*Cancellation by the Fund*) of the General Conditions, the other events of cancellation of the Loan consist of the following:

- (a) Any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

Section 5.03. **Other Events of Acceleration.** In addition to events in Section 7.01 (*Events of Acceleration*) of the General Conditions, the other events of acceleration of the Loan consist of the following:

- (a) Any event specified in Section 5.01 (*Other Events of Suspension*) of this Agreement has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Fund to the Borrower or such later date as shall be agreed upon in writing between the Borrower and the Fund.

**ARTICLE VI**  
**PROCUREMENT**

Section 6.01. **Procurement.** All Goods, and Consulting Services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of the Procurement Framework and the Borrower's Procurement Plan for the Project set forth in Schedule III (Procurement Plan) of this Agreement which may be amended from time to time in accordance with Section 6.03 (*Procurement Plan*) of this Agreement.

Section 6.02. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Article VI including those describing particular procurement methods or methods of review by the Fund of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 6.03. **Procurement Plan.** Before the Date of the Loan Agreement, the Borrower shall submit to the Fund for its approval, a Procurement Plan in form and substance satisfactory to the Fund, covering at least the first eighteen (18) months of the Project implementation period. The Borrower shall update the Procurement Plan on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Project implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Fund's prior approval.

Section 6.04. **Use of the Fund's Procurement Methods and Procedures (PMPs).**

- (a) **Methods.** Each contract for Goods and Consulting Services required for the Project shall be procured in accordance with the Fund's PMPs using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.
- (b) **Procurement Oversight.**
  - (i) Except as the Fund shall otherwise determine by notice to the Borrower, each contract for Goods and Consulting Services procured on the basis of Open Competitive Bidding (International) shall be subject to Prior Review by the Fund.
  - (ii) Except as indicated in paragraph (i) above, the Procurement Plan shall set forth those contracts which shall be subject to the Fund's Prior Review. All other contracts shall be subject to Post Review by the Fund.
  - (iii) In accordance with Section 9.02 (c) (*Cooperation and Information*) of the General Conditions, the Fund may, upon reasonable notice to the Borrower, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Loan.

Section 6.05. **Reports and Retention of Documents.**

- (a) The Borrower shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Project and shall include said information in each Project Report to be submitted to the Fund on a quarterly basis in accordance with the provisions of Section 7.01 (*Project Report*) of this Agreement.
- (b) The Borrower shall and shall cause the Executing Agency to retain copies of all contracts, invoices, bidding documents and evaluation reports for periodic review and inspection by the Fund in accordance with Section 9.09 (c) (*Accounts, Records and Audit*) of the General Conditions.

**ARTICLE VII**  
**PROJECT REPORT**

Section 7.01. **Project Report.** The Borrower shall monitor the progress of the Project and shall cause the Executing Agency to prepare Project Reports in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions and on the basis of indicators acceptable to the Fund. Each Project Report shall cover a period of one (1) calendar quarter and shall be furnished to the Fund no later than thirty (30) days after the end of the period covered by such report.

Section 7.02. **Project Completion Report.** The Borrower shall prepare and submit to the Fund a Project Completion Report, pursuant to Section 9.10 (*Completion Report*) of the General Conditions, no later than six (6) months after the end of the Project.

**ARTICLE VIII**  
**FINANCIAL MANAGEMENT**

Section 8.01. **Internal Control.** The Borrower shall and shall cause the Executing Agency to maintain or cause to be maintained proper records and procedures in accordance with the provisions of Section 9.09 (*Accounts, Records and Audit*) of the General Conditions.

Section 8.02. **Interim Financial Reporting.** Without limitations to the provisions of Article VIII (*Financial Management*), the Borrower shall and shall cause the Executing Agency to prepare and furnish to the Fund un-audited quarterly interim financial reports for the Project no later than thirty (30) days after the end of the respective quarter in form and substance satisfactory to the Fund.

Section 8.03. **Financial Audit.**

- (a) The Borrower shall and shall cause the Executing Agency to have its financial statements for the Project audited and certified in accordance with terms of reference acceptable to the Fund by a [competitively recruited independent auditor] appointed by the Borrower with the approval of the Fund.
- (b) Each audit of the financial statements shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Loan, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise *inter alia* (i) a complete set of financial statements of the applicable financial year with the auditor's opinion on said financial statements, and (ii) the management letter, and shall be furnished to the Fund no later than six (6) months after the end of the applicable financial year. The last annual audited financial statements at the end of the Project shall be submitted to the Fund no later than six (6) months after the Closing Date.
- (d) The cost of the external audit will be borne out of the proceeds of the Loan.

**ARTICLE IX**  
**AUTHORIZED REPRESENTATIVES, DATE, AND ADDRESSES**

Section 9.01. **Authorized Representatives.** The Minister for Finance or such other person as the Minister for Finance may designate in writing shall be the authorized representative for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

Section 9.02. **Date of the Loan Agreement.** For all purposes of this Agreement, the date thereof shall be that appearing in the preamble hereof.

Section 9.03. **Addresses.** The following addresses are specified for the purposes of Article XI (*Miscellaneous Provisions*) of the General Conditions.

**For the Borrower:**

**Mail Address:**

Ministry of Finance  
Finance Drive, Accra  
P. O. Box M40, Accra – Ghana  
GA-144-2024  
Tel: (233) 302 665 587  
Attention: The Minister for Finance

**For the Fund:**

**Headquarters Mail Address:**

African Development Fund  
01 B.P. 1387  
Abidjan 01, COTE D'IVOIRE

Attention: Director, Agriculture Finance and Rural  
Development (AHFR) Department

**Ghana Country Office**

African Development Bank Group  
Tafawa Balewa Street, North Ridge  
PMB MB 59 Ministries, Accra – Ghana  
Tel: (233) 302 66 28 18/(233) 302 66 28 35  
Fax: (233) 302 66 28 55

Attention: Country Manager

IN WITNESS WHEREOF the Borrower and the Fund, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

**FOR THE REPUBLIC OF GHANA**

\_\_\_\_\_  
NAME: KEN OFORI-ATTA  
TITLE: MINISTER FOR FINANCE

**FOR AFRICAN DEVELOPMENT FUND**

\_\_\_\_\_  
NAME: YERO BALDEH  
TITLE: COUNTRY MANAGER

ATTESTED BY: \_\_\_\_\_

VINCENT O. NMEHIELLE  
SECRETARY GENERAL

