

**CONFIDENTIAL**  
**NOT FOR CIRCULATION**  
Legal Vice Presidency  
**CONFIDENTIAL DRAFT**  
**NEGOTIATED TEXT**  
(Subject to Change)  
N. Rukuba-Ngaiza / V. Wood  
March 28, 2022

CREDIT NUMBER 7096-GH

# **Financing Agreement**

(Ghana Digital Acceleration Project)

between

**REPUBLIC OF GHANA**

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION**



**CREDIT NUMBER 7096-GH****FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.1. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.2. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.1. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of two hundred million Dollars (\$200,000,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.2. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.3. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

**ARTICLE III — PROJECT**

- 3.1. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through MoCD in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Recipient has:
- (a) prepared and adopted a Project Implementation Manual (“PIM”) in form and substance satisfactory to the Association; and
  - (b) recruited an environmental and social specialist or environmental with experience, qualifications and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 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:
- (a) the Recipient’s address is:  
Ministry of Finance  
P.O. Box MB40  
Accra, Ghana; and
  - (b) the Recipient’s Electronic Address is:  
E-mail: [chiefdirector@mofep.gov.gh](mailto:chiefdirector@mofep.gov.gh)

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

- (b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

**REPUBLIC OF GHANA**

By:

\_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By:

\_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1

### Project Description

The objectives of the Project are to expand access to broadband, enhance the efficiency and experience of selected digital public services, and strengthen the digital innovation ecosystem.

The Project consists of the following parts:

#### **Part 1: Ensuring Inclusive and Safe Digital Transformation**

##### 1.1. *Enabling Environment for Broadband Development and Greening Information Communication Technology (ICT) Enablers*

Establish an enabling environment for the development of a broadband market and Greening ICT enablers including, *inter alia*: (a) Optimizing Telecommunication Network Infrastructure deployment and investments [**PBC1**]; (b) purchasing of necessary equipment and materials to monitor network performance; and (c) provision of technical assistance to: (i) prepare a strategic plan to optimize the telecommunication sector's development and performance; (ii) develop a regulatory framework on priority services and training on new communication services and Regulatory Sandbox approaches; and (iii) develop a national strategy on green ICT, and design and implement the Extended Producer Responsibility (EPR) system for electronic waste (e-waste).

##### 1.2. *Digital Connectivity in Lagging Areas*

Carry out investments into passive backhaul and access infrastructure with a focus on closing the broadband infrastructure gap in selected rural areas, including through: (a) extending digital connectivity in -Lagging Areas [**PBC2**]; (b) carrying out a feasibility and public-private partnership (PPP) option study of expanding the network coverage and upgrading the capacity for defined localities with efficient market gaps, including recommendations for private sector financing; and (c) provision of technical assistance to: (i) undertake a study to determine areas of intervention in lagging regions, including an assessment of detailed capacity requirements and technical specifications to support network planning in regions with limited coverage and capacity; and (ii) support the tendering process for the selection of telecommunication operators in selected locations, including the preparation of tender documentation.

##### 1.3. *Safeguards for Cybersecurity and Data Protection*

- (a) Develop the institutional capacity for effective implementation of the Cybersecurity Act, 2020 (Act 1038) through: (i) the provision of technical assistance to enhance the existing legal and regulatory framework on cybersecurity to increase crisis management efficiency by the Cybersecurity Authority; (ii) strengthening the operational capacity of the sectoral Computer

Emergency Response Teams (CERTs) and the Critical National Information Infrastructure (CNII); and (iii) carrying out cyber culture and awareness-raising activities targeted at all members in the cyber ecosystem.

- (b) Support the Data Protection Commission's implementation of the Data Protection Act to ensure safeguards for trusted data use through, *inter alia*: (i) the provision of technical assistance to support improvements to the existing legal and regulatory framework on data protection, including through carrying out of: (A) a gap analysis on the data protection framework; and (B) a regulatory impact assessment on the impact of emerging technologies; (ii) strengthening data protection operational capacity to implement and maintain additional data protection controls; and (iii) carrying out data culture and awareness-raising activities, training programs and providing relevant materials to target audience of data practitioners.

## **Part 2: Modernizing Digital Government Services**

### *2.1. Change Management Moving Towards a Strengthened Digital Governance*

Provision of technical assistance to: (a) develop an inter-ministerial digital governance framework with a clear definition of the roles and responsibilities for relevant institutions, and introduce a clear delimitation between policy functions and implementation responsibilities; (b) support implementation of the new digital framework; (c) design a national emerging technology strategy with a focus on Artificial Intelligence; (d) support the implementation of the new inter-ministerial digital governance framework; (e) design and finance the implementation of an interoperability model and an interoperability platform; (f) draft the regulations for a national interoperability standard; and (g) design and finance the implementation of a robust change management and communications strategy on public sector digital transformation.

### *2.2. Digital Government -Enhancing User Centric Services*

- (a) Provision of technical assistance for: (i) developing a government services directory on the government services and the service channels; (ii) supporting the identification, strategic planning, and design of priority user centric e-services; (iii) carrying out a simplification analysis of regulations and processes for accessing public services; (iv) consolidating existing web-based services and the use of applications of different ministries, departments and agencies (MDAs) under the government portal; (v) designing and developing priority and core common platforms for e-services; (vi) develop a set of standards and manuals for service digitization across government entities; and (vii) develop a multi-channel citizen feedback and grievance mechanism available for all users to ensure two-way communication between government and citizens.
- (b) Support just-in-time homogenous digitization of public services in priority areas



by providing the following support to selected MDA beneficiaries: (i) carrying out (A) business process re-engineering and purchasing of hardware and software information technology equipment; and (B) the digitization of records; and (ii) provision of technical assistance to diversify service delivery channels by: (A) assessing different options to access digital services and identifying the adequate service delivery mechanism/channels; (B) piloting cloud-based services by converting select services with good connectivity and bandwidth; and (C) creating basic network service level agreements between MDAs to ensure service availability.

### 2.3. *Future of Work in Government*

Building digital capacity within the public sector, including through: (a) the provision of technical assistance to: (i) enhance the Recipient's government's competencies framework for IT officials across the MDAs and design and implement a specific training program for IT officials (including training in disruptive technologies in public administration; and (ii) develop a core digital training curriculum and upskilling program for public sector employees, with a focus on promoting women in technology and upskilling female civil servants; (b) provision of training and other capacity building activities to enhance in-house technical skills in selected MDAs; (c) acquisition of software for expanding the concept of a smart workplace- a virtual working solution for government employees and civil service providers, to enable more flexible work setup and ensure continuity of government operations; and (d) the purchase of ICT equipment and data analytics tools in the selected MDAs as needed.

## **Part 3: Support for Digital Transformation of Productive Strategic Sectors**

### 3.1. *Scaling up Digital Entrepreneurship and Innovation Ecosystem*

Improve the survival and growth rates of digital technology-enabled startups through: (a) the provision of technical assistance to finalize the Start-Up Act and develop a clear regulatory and/or policy framework to incentivize growth of Business Processing Outsourcings (BPOs); (b) the provision of Performance-based Grants for Entrepreneurship Support Organization's (ESOs) that serve digital startups, to encourage quality-based and self-sustaining ESO models that offer better services, and entrepreneurship support programs; (c) the provision of: (i) technical assistance to establish an international acceleration program that serves digital start-ups; and (ii) Grants for competitively selected digital entrepreneurs and start-ups including those participating in an international acceleration program and the YouStart Initiative; and (d) supporting early-stage Co-finance mobilization for digital innovation and climate smart innovations, including grant support for investment events, and the establishment of an early-stage financing window.

### 3.2. *Digital Transformation in Agriculture Sector*

Support end-to-end digital transformation in the agriculture sector, through, *inter alia*: (a) the provision of technical assistance to: (i) develop an in-depth digital agriculture ecosystem assessment and feasibility study for transforming the Recipient into a regional digital agriculture innovation hub; and (ii) support the Recipient's transformation into a regional digital agriculture hub that serves the digital agriculture ecosystem by providing links to international partners, training and capacity-building programs on climate-resilient agricultural practices and technologies; (b) the provision of early-stage financing or grant support for investments in climate-smart agriculture technologies; (c) data management, sharing and analytics, and the provision of technical assistance to: (i) support the development of enabling legal, strategic and policy frameworks; (ii) operationalize the Agriculture Open Data Platform, and (iii) support the strategic implementation of big data use cases in agriculture; and (d) develop a digital platform for the Ministry of Agriculture.

### 3.3. *Skills for Digital Jobs and Inclusion*

Enable greater participation in the digital economy through the: (a) provision of technical assistance to conduct a digital skills supply and demand gap analysis; (b) development of a digital skills and job platform to periodically assess demand and supply gap of digital skills; (c) development of a digital skills training program and the provision of facility upgrades and information technology equipment to training centers and selected technology hubs; and (d) development of tailored digital skills training for people with disabilities through the delivery of targeted training, including facility upgrades, assistive technologies, accessible devices, and reasonable adjustments to online training materials to meet the necessary accessibility standards.

## **Part 4: Project Management and Implementation Support**

Support Project management and implementation, including the costs associated with the recruitment of consultants for the Project Coordination Unit, the recruitment of a verification agent to verify achievement of the PBCs, Project communication, citizen engagement, and learning/training for key Project beneficiaries.

## **Part 5: Contingent Emergency Response**

Provision of immediate response to an Eligible Crisis or Emergency as needed.

**SCHEDULE 2****Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

1. The Recipient through the Ministry of Communications and Digitalisation (MoCD) shall have overall responsibility for the implementation of the Project with the involvement of the Technical Agencies.
2. **Project Oversight Committee**
  - (a) The Recipient shall not later than three (3) months after the Effective Date, establish and thereafter maintain at all times during Project implementation the Project Oversight Committee, with a composition, mandate, functions and resources satisfactory to the Association, as set forth in the Project Implementation Manual.
  - (b) Without limitation to sub-paragraph 1(a) immediately above, the mandate and functions and resources satisfactory to the Association, including a Project coordinator, a financial management specialist, a procurement specialist, environmental and social specialist, and relevant technical specialists.
  - (b) Without limitation to sub-paragraph (a) immediately above, the PCU shall be responsible for: (i) coordinating Project activities including procurement and fiduciary management, environmental and social management, monitoring and evaluation, and preparing Project Reports; (ii) preparing the Annual Work Plans and Budgets; and (iii) overseeing the Verification Agent and progress on the achievement of Performance-Based Conditions (PBC).
  - (c) Project Oversight Committee shall:
    - (i) meet at least once a year, comprising relevant ministries, stakeholders and private sector representatives, and be co-chaired by the MoF and the MoCD; and
    - (ii) be responsible for, *inter alia*: providing strategic guidance and ensure effective coordination across MDAs; oversee Project implementation and provide advice to the PCU as needed; and review progress of the Project.

3. **Project Coordination Unit**

- (a) The Recipient shall maintain at all times during Project implementation the Project Coordination Unit ("PCU") within MoCD with a composition, mandate and functions and resources satisfactory to the Association, including a Project coordinator, a financial management specialist, a procurement specialist, environmental and social specialist, and relevant technical specialists.
- (b) Without limitation to sub-paragraph (a) immediately above, the PCU shall be responsible for: (i) coordinating Project activities including procurement and fiduciary management, environmental and social management, monitoring and evaluation, and preparing Project Reports; (ii) preparing the Annual Work Plans and Budgets; and (iii) overseeing the Verification Agent and progress on the achievement of Performance-Based Conditions.

4. **Technical Committee**

- (a) The Recipient shall at all times during the implementation of the Project maintain dedicated Technical Committees as needed, to be responsible for providing technical guidance during Project implementation, as further detailed in the Project Implementation Manual.
- (b) Each Technical Committee shall comprise of the focal points of relevant Technical Implementing Agencies and shall be co-chaired by the PCU technical specialists and relevant MDAs, as further detailed in the Project Implementation Manual.

**B. Project Manuals**

1. **Project Implementation Manual**

The Recipient shall prepare and furnish to the Association for its review, the Project implementation manual ("Project Implementation Manual" or "PIM"), containing detailed arrangements and procedures for implementation of the Project, including *inter alia*: (a) the respective roles and responsibilities of the Technical Implementing Agencies involved in the implementation of the Project; (b) disbursement and flow of funds arrangements; (c) institutional arrangements; (d) fiduciary arrangements including financial management, procurement, and anti-corruption (including the Anti-Corruption Guidelines); (e) environment and social management systems; (f) monitoring and evaluation, reporting and communication; (g) detailed arrangements and sources of data and documentation for verification of the achievement of PBCs (including the Verification Protocol); (h) personal data collection and processing in accordance

with applicable national law; and (i) such other administrative, financial, technical and organizational arrangements, procedures and necessary terms of reference as shall be required for the Project.

**2. Grants Manual**

The Recipient shall not later than six months from the Effectiveness Date, update the Grants Manual, in form and substance satisfactory to the Association, giving details of the guidelines and procedures governing the provision of Grants under Parts 3.1(b) and (c), including: (a) eligibility criteria applicable to potential Grant Beneficiaries; (b) procedures for the award of Grants and selection of Grant Beneficiaries; and (c) templates for Grant Agreements.

3. In case of any conflict between the arrangements and procedures set out in the Project manuals and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Project manuals or any of their provisions without prior approval in writing by the Association.

**C. VCTF Cooperation Agreement**

1. To ensure effective implementation of Parts 3.1(d) and 3.2(b) of the Project, the Recipient shall enter into an agreement with the VCTF in connection for the purpose of capitalization of the VCTF ("Cooperation Agreement") under terms and conditions approved by the Association, which shall include *inter alia*, the obligation that VCTF will oversee the said fund with due diligence and efficiency, in conformity with appropriate social and environmental, administrative, financial and technical practices and in accordance with the provisions set forth in this Agreement and the VCTF Manual.

2. The Recipient shall exercise its rights under the Cooperation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

**D. Verification of Performance-Based Conditions**

1. Without limitations to the provisions of Section I.A.2(a) of this Schedule 2, the Recipient shall recruit, not later than six (6) months after the Effective Date, and thereafter maintain throughout Project implementation, an independent verification agent ("Verification Agent") with qualification, experience and under terms of reference satisfactory to the Association to undertake the verification of compliance with the PBCs in accordance with the Verification Protocol.

2. The Recipient shall ensure that the Verification Agent, not later than thirty (30) days after the verification of compliance with or achievement of the PBCs for the pertinent calendar year has been completed, prepares and furnishes to the Recipient, who shall in turn furnish to the Association, a report on the results of said verification process of such scope and in such detail as the Association shall reasonably request.

**E. Annual Work Plan and Budget**

1. The Recipient shall:
  - (a) prepare and furnish to the Association not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget (each an "Annual Work Plan and Budget") containing all the activities proposed to be carried out during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date;
  - (b) afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed Work Plan and Budget and thereafter, without limitation to the pertinent provisions of this Agreement, ensure that the Project is implemented during said following Fiscal Year in accordance with such Work Plan and Budget as shall have been approved by the Association. Only the activities included in the Annual Work Plan and Budget expressly approved by the Association are eligible for financing from the proceeds of the Financing; and
  - (c) not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

**F. Grants under Parts 3.1(b) and (c) of the Project**

1. To ensure effective implementation of the Performance-based Grants for Entrepreneurship Support Organization's (ESOs) for digital startups, and Start-up Grants for digital startups under Part 3.1(b) and (c) of the Project, the Recipient shall provide Grants to selected Grant Beneficiaries in accordance with the Agreement and guidelines and procedures set forth in the Grants Manual.
2. Without limitation on the foregoing, the Recipient shall cause the GEA to:

- (a) enter into an agreement with the selected Grant Beneficiaries (“Grant Agreement”) under terms and conditions approved by the Association;
- (b) obtain the right to: (i) suspend or terminate the right of the selected Grant Beneficiaries to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Grant Beneficiaries’ failure to perform any of its obligations under the Grant Agreement; and (ii) require each Grant Beneficiary to: (A) carry out its pertinent activities with due diligence and efficiency and in accordance with sound technical, economic, environmental and social standards and practices satisfactory to the Association; (B) procure the activities to be financed out of the Grant in accordance with the provisions of this Agreement; (C) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association and the progress of the activities financed by the Grant; (D) enable the Recipient, the relevant Project Implementing Entity and the Association to inspect activities financed by the Grant, its operation and any relevant records and documents; (E) comply with the terms of the Anti-Corruption Guidelines; and (F) prepare and furnish to the Recipient, the relevant Project Implementing Entity and the Association all such information as the Recipient, the relevant Project Implementing Entity or the Association shall reasonably request relating to the foregoing; and
- (c) exercise its rights and carry out its obligations under the Grant Agreement in such manner as to protect the interests of the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, shall not assign, amend, abrogate, waive, terminate or fail to enforce any Grant Agreement or any provisions thereof.

**G. Environmental and Social Standards**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

- (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be an amendment of the ESCP); and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Association
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.



6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

#### **H. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual nor the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.

3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

**Section II. Project Monitoring, Reporting and Evaluation**

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

**Section III. Withdrawal of the Proceeds of the Financing**

**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 Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing (Allocated in USD)	Percentages of Expenditures Financed (Inclusive of Taxes)
(1) Works, goods, non-consulting services, Training, Operating Costs, and consultants' services under Part 1.1(a) and 1.2(a) of the Project (PBC 1) and (PBC 2)	23,000,000	100% of each PBC Amount set out in Schedule 4 (or such lesser percentage as represents the total Eligible Expenditures incurred and paid by the Recipient as of the date of withdrawal)

(2) Works, goods, non-consulting services, Training, Operating Costs, and consultants' services for Part I (except Part 1.1 (a) and 1.2 (a)), Part 2 and 3.1 (a), 3.1 (c) (i) 3.2 (a), 3.2 (c) and 3.2 (d) of the Project	130,000,000	100%
(3) Capitalization of the VCFT Fund under Part 3.1 (d) and 3.2 (b) of the Project	18,000,000	100%
(4) Goods, non-consulting services, consultants' services, Operating Costs and Training under Part 4 of the Project	15,000,000	100%
(5) Grants under Parts 3.1(b) and (c) (ii) of the Project.	14,000,000	100%
(6) Contingency Emergency Response under Part 5 of the Project	0	
<b>TOTAL</b>	<b>200,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made:
  - (a) prior to the Signature Date, except those withdrawals up to an aggregate amount not to exceed \$ 4,000,000 may be made for payments made prior to this date but on or after June 30, 2021 for Eligible Expenditures under Category (1);
  - (b) under Categories (1) and (2), unless and until the Recipient has furnished evidence satisfactory to the Association, including verification reports from the Verification Agent, that: (i) payments for the relevant Eligible Expenditures for the relevant PBC have been made in accordance, and in

compliance, with the procedures set forth in the Verification Protocol; and (ii) the PBC for which payment is requested has been met on terms and conditions and in a manner satisfactory to the Association and verified in accordance with the Verification Protocol;

- (c) under Category (5) unless and until the Recipient has prepared, adopted and submitted to the Association a Grants Manual in form and substance satisfactory to the Association;
  - (d) under Category (3), unless and until the Recipient has: (i) prepared and entered into a Cooperation Agreement with the VCTF Fund; and prepared and adopted a VCTF Manual, both in form and substance satisfactory to the Association; and (ii) recruited a VCTF Fund Manager with qualification and experience and under terms of reference satisfactory to the Association; and
  - (e) for Emergency Expenditures under Category (6), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (6); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
    - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. Notwithstanding provisions of paragraph 1(b) of this Part B, with respect to PBCs under Categories (1) and (2), the Recipient may request withdrawals of the Financing when the relevant Eligible Expenditures have been incurred, but prior to the PBCs having been met, provided that the Recipient shall: (a) meet such PBCs no later than the Closing Date (except that PBC 1 under Category (1) shall have been met on the date set forth in the table in Section III.A); and (b) submit to the Association evidence satisfactory to the Association of such PBCs having been met no later than the Closing Date.
3. If by or before the Closing Date, the Recipient has failed to provide the Association evidence satisfactory to the Association that the pertinent PBCs related to Categories (1) and (2) have been fully met, the Recipient shall, upon notice from the Association, promptly refund to the Association the Withdrawn Credit Balance related to such Categories (1) and (2). Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.

4. Notwithstanding the provisions of paragraph 1(b) of this Part B, if the Association shall determine based on the evidence provided by the Recipient under paragraph 1(b) (ii) of this Part B, that any PBCs have not been achieved or have been partially achieved by the Closing Date or by the end of the year during which such PBCs were scheduled to be met in accordance with the table in Section III.A, the Association may in its sole discretion, by notice to the Recipient:
  - (a) withhold in whole or in part the amount of the Financing allocated to such PBCs;
  - (b) disburse in whole or in part the amount of the Financing allocated to such PBCs at any later time when such PBCs are met; and/or
  - (c) reallocate in whole or in part any amount of the Financing allocated to such PBCs to other Categories.
5. Notwithstanding the foregoing, if the Association determines, at any time, that any portion of the amounts disbursed by the Recipient under Categories (1) was made for reimbursement of expenditures that are not considered Eligible Expenditures or not in compliance with the provisions of paragraphs 1(c) and 2 of this Part B, the Recipient shall promptly refund any such amount to the Association as the Association shall specify by notice to the Recipient.
6. The Closing Date is June 30, 2027.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 15 and October 15:	
commencing October 15, 2027 to and including April 15, 2047	1.65%
commencing October 15, 2047 to and including April 15, 2052.	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.

## SCHEDULE 4

## Performance Based Conditions for Category (1) of the Withdrawal Table

Performance Based Condition	Action to be Completed	PBC Amount Allocated (expressed in USD)	Total Amount of the Financing Allocated (expressed in USD)
(1) PBC #1 Optimizing Telecommunication Network Infrastructure, Deployment and Investment	<p><b>PBC #1.1</b> On or before August 31, 2023, the Recipient has issued regulatory guidelines for sharing of Passive Network Element.</p> <p><u>Formula:</u> Disburse up to \$2,000,000 if target is fully achieved.</p>	2,000,000	5,000,000
	<p><b>PBC #1.2</b> On or before August 31, 2024, the Recipient has established a Single Information Point on existing physical infrastructure and planned civil works for network infrastructure.</p> <p><u>Formula:</u> Disburse up to \$3,000,000 if target is fully achieved.</p>	3,000,000	
(2) PBC #2 Extending Digital Connectivity in Lagging Areas	<p><b>PBC #2.1</b> Number of newly connected public broadband access points in Lagging Areas.</p> <p><u>Formula:</u> Disburse \$6,000,000 upon connection of at least 30 sites, and thereafter, disburse \$4,000,000 for every 30 additional sites connected, up to \$18,000,000.</p>	18,000,000	18,000,000
<b>Total</b>			23,000,000

### Definitions

1. "Agriculture Open Data Platform" means the Recipient's platform managed by the Ministry of Food and Agriculture for purposes of supporting users in access agricultural data.
2. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Recipient in accordance with Section I.D.1 of Schedule 2 to this Agreement.
3. "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.
4. "Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
5. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. "CERC Manual" means the manual referred to in Section I.H.1(a) of Schedule 2 to this Agreement, as such manual may be updated from time to time with the Agreement of the Association, and which is an integral part of the PIM.
8. "Computer Emergency Response Teams" or "CERTs" means a group of information security experts responsible for protection against, detection of and response the Recipient's cybersecurity incidents.
9. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
10. "Cooperation Agreement" means the agreement to be entered into between the MoCD and VCTF in Section 1.C of Schedule to this Agreement.



11. "Critical National Information Infrastructure" means the Recipient's real and virtual, national information systems.
12. "Cybersecurity Authority" means an agency established and operating pursuant to the Cyber Security Act, 2020 (Act 1038) or its successor.
13. "Data Protection Act" means the Recipient law for data protection, Act 2012 (Act 843), as said Act may be amended from time to time.
14. "Data Protection Commission" or "DPC" means the commission established and operating pursuant to Data Protection Act, 2012 (Act 843) or its successor.
15. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
16. "Eligible Expenditure" means a set of defined expenditures including those for good, works, consultants' services non-consulting services, Training and Operating Costs under Parts 1.1 (a) and 1.2 (a) of the Project, related to the attainment of the PBCs.
17. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.H.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
18. "Emergency Action Plan" means the plan referred to in Section I.H.1(b) of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
19. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated March 25, 2022, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing ,training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
20. "Environmental and Social Standards" or "ESSs" means, collectively:(i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii)"Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management";

(iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

21. “Entrepreneurship Support Organisation” or “ESO” means an organization that implements initiatives aimed at supporting existing entrepreneurs to either launch or grow their business ventures including through training, incubation, acceleration, coaching and financing solutions.
22. “Extended Producer Responsibility” or “EPR” means a policy approach under which producers or importers of products are given financial and/or physical responsibility for the treatment or disposal of post-consumer products.
23. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
24. “Ghana Enterprises Agency” or “GEA” means the Agency established and operating pursuant to the Ghana Enterprises Agency Act, 2020 (Act 1043) or its successor.
25. “Grants” means Performance-based Grants for Entrepreneurship Support Organization’s (ESOs) for digital startups, and Start-up Grants for digital startups.
26. “Investment Fund for Electronic Communications” or “GIFEC” means a Fund -- established and operating pursuant to the Electronic Communications Act, 2008 (Act 775) or its successor.
27. “Venture Capital Trust Fund” or “VCTF” means the fund established pursuant to the Venture Capital Trust Act, 2004 (Act 680) or its successor.
28. “Grant Agreement” means the agreement referred to in Section I.F.2(a) of Schedule 2 to this Agreement.

29. “Grant Beneficiaries” means small SMEs or specific entrepreneurs building digital solutions.
30. “Grants Manual” means the manual to be developed for purposes of implementing Part 3.1 (b) and (c) of the Project and referred to in Section 1.B(2) \_ of Schedule 2 to this Agreement.
31. “Innovation ‘Test Beds’” means an approach for testing innovation in an experimental environment offering a way of finding out how new ideas and technologies can be applied to solve specific challenges.
32. “Lagging Areas” means rural and remote communities that are unserved or underserved with broadband access and services.
33. “Ministry of Agriculture” means the Recipient’s ministry responsible for agriculture, or its legal successor.
34. “Ministry of Communication and Digitalisation” or “MoCD” means the Recipient’s ministry responsible for communication and digitalisation, or its legal successor.
35. “National Communications Authority” or “NCA’ means the Recipient’s agency responsible for regulating electronic communications activities and established and operating pursuant to the National Communications Authority Act, 2008 (Act 769) or its successor.
36. “National Information Technology Agency” or “NITA” means the Recipient’s agency responsible for ICT implementation established and operating pursuant to the National Information Technology Agency Act, 2008 (Act 771) or its successor.
37. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association, and consisting of expenditures for bank charges, public awareness-related media expenses, office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, expenses related to Project management, and other reasonable expenditures directly associated with implementation of the Project activities, but excluding salaries of officials of the Recipient’s civil service, meeting and sitting allowances and honoraria to Project staff.
38. “Optimizing Telecommunication Network Infrastructure” means preparing regulatory frameworks for optimizing telecommunications network infrastructure deployment and investment.

39. "Passive Network Element" means infrastructure that is not part of the active layer of a telecommunications network, including but not limited to, sites, buildings, shelters, towers, masts, poles, ducts, trenches, electric power supply, and air conditioning.
40. "Performance-Based Conditions" or "PBCs" means, with respect to Categories (1) and (2), each of the conditions related to said Categories.
41. "Performance-Based Grants" means the Grants in Part 3.1 (b) made available by the Recipient to Entrepreneurship Support Organization's (ESOs)
42. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
43. "Project Coordination Unit" or "PCU" means the unit referred to in Section I.A.2 of Schedule 2 to this Agreement, or any successor acceptable to the Association.
44. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Association.
45. "Project Oversight Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement, or any successor acceptable to the Association.
46. "Regulatory Sandboxes" means a framework established by a regulator to allow for the exemption or suspension of existing regulations for a specified period of time when releasing new products and services, and to regulate them post-mortem if there is a problem
47. "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.
48. "Single Information Point" means A central data portal operated by the Regulator for efficient exchange of information concerning existing infrastructure and planned construction work.
49. "Technical Implementing Agencies" means NCA, NITA, GIFEC, VCTF, GEA, and DPC.
50. "Technical Committee" means the committee referred to in Section I.A.4 of Schedule 2 to this Agreement.
51. "Training" means the reasonable cost of training under the Project as approved by the Association and included in the Annual Work Plan and Budget, including

costs associated with seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers (but excluding consultants' fees under consulting services), rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

52. YouStart Initiative means the Recipient program for supporting youth in developing businesses, accessing capital, obtaining training, technical skills and mentoring to enable them to launch and operate their businesses.
53. "Verification Agent" means the agent referred to in Section I.C.1 of Schedule 2 to this Agreement.
54. "Verification Protocol" means the PBCs verification protocol agreed between the Recipient and the Association and included in the PIM, for purposes of:
  - (i) defining the PBC terms and requirements; (ii) listing the documentary evidence to be provided in support thereof; and (iii) providing the verification procedures and responsibilities to certify compliance with/achievement of each PBC, as such verification protocol may be revised, updated or supplemented from time to time with the mutual agreement of the Recipient and the Association.

