

Legal Department
CONFIDENTIAL DRAFT
Edith Mwenda. / Mekonnen Ayano.
July 20, 2011

NEGOTIATED

SRF-CF TF GRANT NUMBER _____

Statistics for Results Facility Catalytic Fund Grant Agreement

(Ghana Statistics Development Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of Statistics for Results Facility Catalytic Fund

Dated _____, 2011

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SRF-CF TF GRANT NUMBER _____

**STATISTICS FOR RESULTS FACILITY CATALYTIC FUND
GRANT AGREEMENT**

AGREEMENT dated _____, 2011, entered into between: Republic of Ghana ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of Statistics for Results Facility Catalytic Fund.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to ten million United States Dollars (\$ 10,000,000) ("Grant") to assist in financing of Parts A.1, B, C and D of the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the Statistics for Results Facility Catalytic Fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied:
- (a) the Recipient has prepared and adopted, in form and substance satisfactory to the World Bank, the Project Implementation Manual; and
 - (b) the Financing Agreement has been executed and delivered and all conditions precedent to the effectiveness of said Financing Agreement or to the right of the Recipient to make withdrawals under any such Agreement (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matter, namely, that on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (the "Effectiveness Deadline"), unless the World Bank, after consideration of the reasons for the delay, establishes

a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V

Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.
- 5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning
P.O. Box MB40
Accra, Ghana

Cable:	Telex:	Facsimile:
ECONOMICON Accra	2205 MIFAEP GH	233-30-2667069 233-30-2663854

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

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at _____, _____, as of the day and year first above written.

REPUBLIC OF GHANA

By

Authorized Representative

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of Statistics for Results Facility
Catalytic Fund**

By

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the National Statistical System in the production and dissemination of timely and robust statistics relevant for evidence-based policy-making and other uses.

The Project consists of the following parts:

Part A: Institutional Reform and Organizational change

1. Upgrading staff of the GSS and the professional statisticians of the national statistical system to reach minimum qualification levels, and implementing a career development program for said staff, through the provision of training.
2. Assisting the GSS to: (a) carry out a plan for the retrenchment or staff buy-out of about 274 staff within a period of five years from the Effective Date; and (b) implement measures to mitigate the social impact of retrenchment, including implementing the terms of the Staff Retrenchment Manual through the provision of social, psychological, financial and professional counseling for retrenched GSS staff, as well as the provision of retraining and other forms of assistance as may be needed.

Part B: Enhancing Statistical Capacity

1. Building the capacity of the GSS at the national and regional level and strengthening the skills of the professional and non-professional staff of the statistical units, through the acquisition of goods, and provision of training in data collection, data production, data validation and data analysis, and training for trainers.
2. Developing a master sampling framework from the calendar year 2010 population and housing census, central business register and housing census, including census post-enumeration mapping, and cartographic mapping, through the provision of technical advisory services and acquisition of goods.
3. Investing in physical infrastructure of the MDAs' statistical units and the GSS headquarters and regional level units, including the provision of information communication and technology software and equipment; improving the information communication technology connectivity for data collection, data transfer and statistical information sharing; improving the management of information systems and enhancements in data collection tools; and providing information communication technology training to the staff of GSS and MDA statistics units.

Part C: Data Production and Dissemination

1. Modernizing data collection techniques, improving the management of information systems by the MDAs and developing a national statistics databank, including: (a) improving quality control and assurance of the production and dissemination of national statistics; (b) developing a national databank or an information technology data center for official statistics; (c) establishing management information systems in the MDAs and linking them to the national databank; (d) introducing application of new technologies in data collections; (e) improving economic statistics including developing and implementing an integrated business enterprise survey; and (f) improving social demographic statistics.

2. Enhancing the communication of official statistics, by: (a) creating a data dissemination and resource hub within the GSS; (b) strengthening the GSS public relations and communication functions; (c) providing training of the respective MDAs communication and public relations units on the communication and dissemination of statistics; (d) conducting outreach activities to key stakeholders such as media, politicians, policy makers, and academia; (e) developing an official national statistics website; (f) developing a release calendar for national statistics; (g) developing a publications and dissemination policy; (h) re-establishing a national advisory committee for users and producers of statistics as a technical committee; (i) developing performance agreements between MDAs and the GSS on the sharing of data and clarification of roles and responsibilities; and (j) establishing a society of official statisticians, all through the provision of technical advisory services and training.

Part D: Project Management and Monitoring and Evaluation

Strengthening and developing the GSS's institutional capacity for Project management, coordination, monitoring and evaluation, including preparation of Project reports, processing of contracts and tender evaluation, coordination of participating MDAs, training of staff in Project management and implementation support, and related activities on Project management and implementation, all through the provision of technical advisory services, training, operating costs and acquisition of goods.

SCHEDULE 2

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. National Statistical System Steering Committee

- (a) The Recipient shall, not later than three months after the Effective Date, establish and maintain thereafter, at all times during the implementation of the Project, a National Statistical System Steering Committee (NSS Steering Committee), with a composition, mandate, and resources satisfactory to the World Bank.
- (b) Without limitation to sub-paragraph (a) of this paragraph, the NSS Steering Committee shall be responsible for providing oversight and policy direction including: (i) reviewing and endorsing for approval by the World Bank of the Annual Work Plans and Budgets, and ensuring their consistency with the Project Implementation Manual; (ii) reviewing progress made towards achieving the Project's objective; (iii) facilitating coordination, collaboration, and cooperation among the MDAs in Project implementation, and making recommendations for removal of any obstacles to the implementation of the Project; and (iv) providing comments on reports and reviews prepared by the PDMG for the benefit of the World Bank.

2. The GSS (Program Development and Management Group)

- (a) The Recipient shall maintain, at all times during the implementation of the Project, the GSS, and the Program Development and Management Group (PDMG) within the GSS, with functions, staffing and resources satisfactory to the World Bank.
- (b) Without limitation to the provisions of Section I.A.1 of this Schedule, the GSS through the PDMG shall be responsible for day-to-day administration of overall planning, coordination, technical, fiduciary (*i.e.*, procurement and financial management), consolidation of Annual Work Plans and Budgets, coordination, monitoring, evaluation, reporting and communication activities under the Project, all in accordance with the provisions of this Agreement and the Project Implementation Manual.

B. Project Implementation Manual

- 1. The Recipient shall carry out the Project in accordance with the arrangements, procedures and guidelines set out in 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) monitoring, evaluation, reporting and communication; and (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the World Bank.

C. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 1 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following Fiscal Year.
2. Each such proposed annual work plan and budget shall specify, among the activities, any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the category of personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.
3. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed consolidated annual work plan and budget, and thereafter shall implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the World Bank ("Annual Work Plan and Budget").

C. Anti-Corruption

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

D. Execution Covenants for Retrenchment under Part A.2 of the Project

The Recipient shall carry out Part A.2 of the Project in accordance with the provisions of Section I.E of Schedule 2 to the Financing Agreement.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of six months, and shall be furnished to the World Bank not later than 45 days after the end of the period covered by such report.
2.
 - (a) Not later than one month prior to the mid-term review, furnish to the World Bank for comments, a report, in such detail as the World Bank shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review.
 - (b) Not later than thirty six (36) months after the Effective Date, the Recipient shall, through the GSS and in conjunction with the World Bank undertake a comprehensive mid-term review of the Project during which it shall exchange views with the World Bank generally on all matters relating to the progress of the Project and the performance by the Recipient of its obligations under this Agreement, having regard to the performance indicators referred to in paragraph 1 of this Section A.1.
 - (c) Following the mid-term review, the Recipient shall act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement such other measures as may be required in furtherance of the objective of the Project or otherwise agreed upon between the parties.
3. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall, upon the World Bank's request, have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

C. Specific Covenant Relating to Audit

1. The Recipient shall, not later than six months after the Effective Date, appoint the independent auditors referred to in Section 2.07 (b) of the Standard Conditions, in accordance with the provisions of Section III of this Schedule.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the "Guidelines: Procurement of Goods, and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines") in the case of goods and non-consulting services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. Other Methods of Procurement of Goods. The following methods, other than International Competitive Bidding, may be used for goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding (*subject to the additional procedures in paragraph 3 below*); (b) Shopping; and (c) Direct Contracting.
3. **National Competitive Bidding (NCB) procedures:** The following additional provisions shall apply to NCB for goods, works and non-consulting services under the Project: (a) foreign bidders shall be allowed to participate in the NCB procedures; (b) bidders shall be given at least one month to submit bids from the date of the invitation to bid, or the date of availability of bidding documents, whichever is later; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Credit shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality Based Selection; (b) Selection under a Fixed Budget; (c) Selection based on Consultants' Qualifications; (d) Least-Cost Selection; (e) Selection of Individual Consultants; (f) Sole Source Procedures for selection of firms; and (g) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.
2. All terms of reference for consultants' services, regardless of contract value, shall be subject to the World Bank's prior review.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, consultants' services, non-consulting service and Training under Parts A.1, B, C and D of the Project	10,000,000	33%
TOTAL AMOUNT	10,000,000	

For the purpose of this Section IV.A.2:

- (i) the term "Training" means the cost associated with the training and workshops, based on Annual Work Plans and Budgets approved by the World Bank pursuant to Section I.C of Schedule 2 to this Agreement, for

reasonable expenditures (other than expenditures for consultants' services), including: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses; and

- (ii) the term "Operating Costs" means the incremental expenses incurred under Part D of the Project on account of Project implementation, based on Annual Work Plans and Budgets approved by the World Bank pursuant to Section I.C of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient's civil service.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is August 31, 2016.

APPENDIX

Definitions

1. "Anti-Corruption Guidelines" means 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.
2. "Annual Work Plans and Budgets" means the consolidated work plan and budget for the Project prepared annually by MDA, and consolidated by the PDMG (as hereinafter defined) and approved by the World Bank in accordance with Section I.B.2 of Schedule 2 to this Agreement.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "Financing Agreement" means the financing agreement for the Project between the Recipient and the International Development Association dated the same date as this Agreement, as such Financing Agreement may be amended from time to time. "Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement
5. "Fiscal Year" means the fiscal year of the Recipient beginning on January 1 and ending December 31 of each year.
6. "Ghana Statistical Service" and "GSS" means statistical service established and operating pursuant to the Statistical Service Act, 1985, PNDC Law No. 135 of the Recipient.
7. "MDA" means the Recipient's ministries, departments and agencies.
8. "National Statistical System" and "NSS" means the Recipient's statistical system including the GSS, statistical units in the MDAs, and other relevant institutions, and the procedures pertaining to the production and dissemination of statistics.
9. "National Statistical System Steering Committee" or "NSS Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
10. "Procurement Plan" means the Recipient's procurement plan for the Project, dated July 7, 2011, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

11. "Program Development and Management Group" or "PMDP" means the department within the GSS referred to in Section I.A.2 of Schedule 2 to this Agreement.
12. "Project Implementation Manual" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
13. "Staff Retrenchment Manual" means the GSS staff retrenchment manual referred to in Section I.E of Schedule 2 to this Agreement, to be adopted by the Recipient in accordance with Section IV.B.1(b) of Schedule 2 to this Agreement, setting forth, *inter alia*, a specification of the Eligible Employees of GSS, the severance payments to be made, the verification process to be followed to confirm that said eligible employees of GSS have received such payments, have been removed from GSS's payroll and do not return to GSS and other public sector employments (during two-year post retrenchment period), as such Staff Retrenchment Manual may be amended from time to time, and such term includes any schedules to the retrenchment manual.