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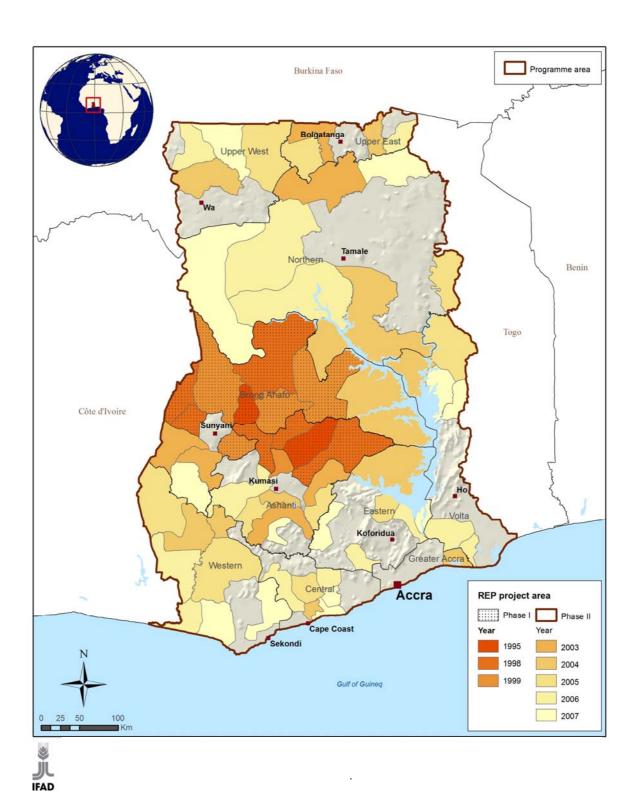
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Deirdre McGrenra	Ulaç Demirag
+39 06 5459 2374 :	+233 302 215694 :
gb_office@ifad.org:	u.demirag@ifad.org :

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19 700 000)

Negotiated financing agreement: "Rural Enterprises Programme"

(Negotiations concluded on 26 July 2011)

Loan Number: [click and insert number]

Programme Title: Rural Enterprises Programme (the "the Programme")

The International Fund for Agricultural Development (the "Fund" or "IFAD")

and

The Republic of Ghana (the "Borrower"), through the Ministry of Finance and Economic Planning

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

WHEREAS the Borrower, the Fund and the African Development Fund (ADF) have agreed to co-finance the Programme. The Borrower shall provide a contribution of approximately USD 63 500 000; IFAD shall extend a loan of SDR 19 700 000 and the ADF intends to extend a loan of approximately USD 70 000 000;

Section A

- 1. The following documents collectively form this Agreement: this document, the Programme Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2).
- 2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, as may be amended from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.
- 3. The Fund shall provide a Loan to the Borrower (the "Financing"), which the Borrower shall use to implement the Programme in accordance with the terms and conditions of this Agreement.

Section B

- 1. The amount of the Loan is SDR 19 700 000.
- 2. The Loan is granted on highly concessional terms. In accordance with Section 5.01 (a) of the General Conditions, loans granted on highly concessional terms shall be free of interest but bear a service charge of three fourths of one per cent (0.75%) per annum payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of forty (40) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board.
- 3. The Loan Service Payment Currency shall be the United States Dollars.

- 4. The first day of the applicable Fiscal Year shall be the first of January.
- 5. Payments of principal and service charge shall be payable on each 15 January and 15 July. The Borrower shall repay the outstanding principal amount of the loan in 60 semi-annual instalments of SDR 328,294 each, payable on each 15 January and 15 July, commencing on 15 January 2022 and ending on 15 January 2051, and one final instalment of SDR 328,294 payable on 15 July 2051.
- 6. The Borrower shall open a Designated Account in the Bank of Ghana or another commercial bank acceptable to the Fund for the purposes of financing the Programme with IFAD loan proceeds.
- 7. There shall be several Programme Accounts denominated in Ghana cedis for the benefit of the Programme Parties which shall be opened in commercial banks acceptable to the Fund. A Programme Account to manage IFAD funds shall be operated directly by the Programme Co-ordination and Management Unit (PCMU). Separate Programme Accounts shall be operated by each relevant Programme Party.
- 8. The Borrower shall provide counterpart financing for the Programme in the amount of approximately sixty three million five hundred thousand United States dollars (USD 63 500 000) equivalent. The counterpart financing may be in the form of tax exemptions and direct funding to the PCMU, the District Assemblies (DAs), the National Board for Small Scale Industries (NBSSI), the GRATIS Foundation and the ARB Apex Bank.

Section C

- 1. The Lead Programme Agency shall be the Ministry of Trade and Industry.
- 2. The following are designated as additional Programme Parties: DAs, the NBSSI, the GRATIS Foundation, the Bank of Ghana (BoG) and the ARB Apex Bank.
- 3. The Programme Completion Date shall be the eighth anniversary of the date of entry into force of this Agreement.

Section D

The Loan shall be administered and the Programme supervised by the Fund.

Section E

- 1. The following are designated as additional grounds for suspension of this Agreement:
 - (a) The National Programme Director has been removed from the Programme without the prior concurrence of the Fund.
 - (b) The right of the Borrower to withdraw the proceeds of the Co-Financing Agreement with the ADF has been suspended, cancelled or terminated, in whole or in part.
- 2. The following are designated as additional general conditions precedent to withdrawal:
 - (a) The Designated Account and the Programme Account shall have been duly opened by the Borrower.

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(b) The National Programme Director shall have been duly appointed by the Lead Programme Agency with the prior no-objection of the Fund.

- 3. This Agreement is subject to ratification by the Borrower.
- 4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Fund:

President
International Fund for Agricultural Development
Via Paolo di Dono 44
00142 Rome, Italy

This Agreement, dated [click and type], has been prepared in the English language in six (6) original copies, three (3) for the Fund and three (3) for the Borrower.

For the Fund For the Borrower [insert name and title]

Schedule 1

Programme Description and Implementation Arrangements

I. Programme Description

- 1. Target Population. The Programme shall benefit the entrepreneurial poor, which are mostly members of poor rural families that are able to convert the capacity-building support from the Programme into productive assets without or with barest additional investment support. The Programme shall be implemented in all rural districts nationwide, with focus in the rural areas covered by the District Assemblies (the "Programme Area").
- 2. Goal. The goal of the Programme is to improve the livelihoods and income of rural poor micro and small entrepreneurs.
- 3. *Objective*. The objective of the Programme is to increase the number of rural micro and small enterprises (MSEs) that generate profit, growth and employment opportunities. The scope is to upscale and mainstream a district-based MSEs support system nationwide within the public and private institutional system.
- 4. *Components*. The Programme shall consist of the following Components:
- 4.1 Component 1: Business Development Services. Through this component, the Programme shall upgrade the technical and entrepreneurial skills of MSEs by providing access to business development services (BDS). The Business Advisory Centers (BACs), which function under the District Assemblies (DAs), will act as facilitators for the BDS, which will be mainly delivered through private operators. In collaboration with the National Board for Small-Scale Industries (NBSSI) and the DAs, the Programme shall set up new BACs to provide national coverage. Under this component, the Programme shall finance equipment, material, vehicles and office refurbishment. For the new BACs, the Programme shall also support a part of their recurrent costs as well as initial training of staff, which will be subsequently borne by the DAs and cost recovery mechanisms to be developed during Programme implementation. All BACs shall receive support from the Programme to mobilize services to MSE clients and their local business associations.
- 4.2 Component 2: Technology promotion and dissemination. Under this component, the Programme shall upgrade the level of technology of the rural MSE sector through technical skills training and technology dissemination. For this purpose, the Rural Technology Facilities (RTFs) will be the main providers of training and counselling services. In order to provide nationwide coverage, the Programme shall establish around 30 additional RTFs under a partnership arrangement with the DAs and GRATIS Foundation. Through this component, the Programme shall finance small infrastructure, equipment and initially a share of the recurrent costs of the RTFs. In addition to the creation and support of RTFs, this component shall also: (a) expand the outreach of the skills training through partnership with local institutions such as the Integrated Community Centres for Employable Skills, the Vocational Training Institutes and district-based Technical Institutes; (b) provide basic tools and equipment as start-up kits for graduates of apprenticeship programmes who undergo additional training, have opened a bank account and have obtained a place of business; and (c) test and adjust prototype equipment and enterprise layouts, focusing on key bottlenecks in targeted value chains.
- 4.3 Component 3: Enabling MSE environment. This component shall create an enabling environment for rural MSEs to operate on a sustainable basis.

4.3.1 Subcomponent 3.1: Access to rural finance. Under this subcomponent the Programme shall enhance the access of BAC and RTF clients to finance from Participating Financial Institutions (PFIs), in complementarity with the IFAD-financed Rural and Agricultural Finance Programme (RAFiP) which provides support and capacity building to the PFIs and the financial sector more broadly. Under this subcomponent, the Programme shall: (a) partner with and sensitise well performing PFIs to provide financial services to MSEs, using their equity to invest in viable MSEs; (b) ensure continuance of the Rural Enterprise Development Fund (REDF) as a refinancing facility for the PFIs, using ARB Apex Bank as intermediary; (c) ensure continuance of the Matching Grant Fund (MGF) with an approach targeted more directly toward production; and (d) in close cooperation with RAFiP, provide specialized training for PFIs staff in critical area of credit management for MSEs where there is a capacity gap, offering periodic re-sensitisation and training of the staff of PFIs, commercial banks and BACs on the management of the REDF and the MGF.

- 4.3.2 Subcomponent 3.2: Institutional capacity building and policy dialogue. Under this subcomponent, the Programme shall strengthen and mainstream the MSE support institutions and shall support a strong local and national pro-poor policy dialogue. More specifically, the Programme shall: (a) strengthen and mainstream the Sub-Committee on MSE Promotion through orientation seminars for DAs leaders and training for Sub-Committee's staff; (b) support the effective implementation of Department of Trade and Industry (DOTI) within the DA structure through the sensitisation of the DA leaders and orientation for the staff of the DOTI; (c) create a regional Working Group on Micro and Small Enterprises Development; (d) provide institutional support to the Entrepreneurship Development Department of the NBSSI and to the GRATIS Foundation; and (e) carry out capacity building activities for local business associations and their umbrella organisations, as well as for local service providers.
- 4.4 Component 4: Programme coordination and M&E. Under this component, the Programme shall fund vehicles, office and communication equipment, planning and review workshops, training of staff, salaries, travel costs and allowances, establishment and implementation of a result-based M&E system, including procurement, installation and deployment of a performance and management information system with Geographic Information System capability.

II. Implementation Arrangements

- 5. Lead Programme Agency.
- 5.1 Designation. The Ministry of Trade and Industry (MOTI), in its capacity as the Lead Programme Agency, shall have the overall responsibility for the implementation of the Programme.
- 5.2 Responsibilities. The MOTI shall provide general policy directions for the implementation of the Programme and ensure the coordination with other relevant Ministries, Department and Agencies.
- 6. Programme Steering Committee (PSC).
- 6.1 Establishment. The Lead Programme Agency shall establish a national PSC.
- 6.2 Composition. The PSC shall be chaired by the MOTI. Its membership shall include *inter alia* representatives from the Ministry of Finance and Economic Planning, Ministry of Local Government and Rural Development, Ministry of Food and Agriculture, Ministry of Women and Children's Affairs, Ministry of Employment and Social Welfare, National Development Planning Commission, representatives of the private sector, and two

District Chief Executives (DCE) representing the participating districts of REP. From the start of the second phase of the Programme onwards, representatives of NBSSI, GRATIS Foundation and the ARB Apex Bank will participate as non-voting members.

- 6.3 Responsibilities. The PSC shall orient the Programme implementation strategy, oversee Programme planning, review and approve the AWPBs, review implementation progress and impact, and ensure coordination with other initiative to strengthen the rural MSE sector. The PSC shall meet twice a year and on an ad-hoc basis as and when necessary.
- 7. National Programme Coordination and Management Unit (PCMU).
- 7.1 Composition. The Programme Coordination and Management Unit of Phase II of the IFAD Rural Enterprises Project in Kumasi will be strengthened to serve as a national PCMU. The PCMU shall be headed by a National Programme Director. PCMU professional staff shall be contracted under procedures acceptable to the Fund, on an open, transparent and competitive basis and have qualifications and experience commensurate with their duties. At the end of each phase of the Programme, the composition of the PCMU team will be assessed and adapted to the need of the Programme implementation. Notwithstanding the above, certain professional staff recruited under the IFAD financed Rural Enterprises Project Phase II (REP II) may be hired directly for the PCMU, provided that: (a) they were selected through competitive recruitment procedures under the REP II; (b) their professional profiles correspond to the needs of the PCMU as defined by the Lead Programme Agency; and (c) IFAD provides its prior no-objection.
- 7.2 Responsibilities of the PCMU. The PCMU shall be responsible for the implementation of the day-to-day activities of the Programme to ensure the timely, coordinated, and results-oriented delivery of services by stakeholders, as well as the monitoring of performance, progress and impact.
- 7.3 National Programme Director. The MOTI shall appoint a National Programme Director under the same procedures of the recruitment of professional staff of the PCMU and with the prior no objection of the Fund. The National Programme Director may only be removed by the MOTI with the concurrence of the Fund.
- 7.4 Responsibilities of the National Programme Director. The responsibilities of the National Programme Director shall include: (i) coordinate and supervise all activities of the PCMU (ii) liaise with the Fund, the ADF and other local authorities; (ii) coordinate the activities of the Programme Parties; (iii) recruitment and appointment of the PCMU staff in consultation with MOTI; (iv) ensure the procurement of goods and services and negotiate contractual arrangements; and (v) coordinate the elaboration of the AWPBs.
- 8. District Assemblies (DAs) and MSE Subcommittees.
- 8.1 At the district level, the DAs shall play a central role in coordinating the services, resources and programmes of various district-level stakeholders in the implementation of the Programme.
- 8.2 In each district, the Sub-Committee on MSE promotion shall be responsible for the effective implementation of all initiatives on MSE development. A Desk Office shall be set up in the Ministry of Local Government and Rural Development to ensure linkage with the PCMU on the implementation of the Programme and the performance of the DOTI in the districts.

- 9. National Board for Small-Scale Industries (NBSSI).
- 9.1 The NBSSI shall support the implementation of the Business Development Services component, together with the DAs.
- 9.2 The PCMU shall enter into Memorandum of Understanding (MoU) with the NBSSI to describe the role of the NBSSI. Among its responsibilities, the NBSSI shall (a) support the BACs with recruitment of staff, training and preparation of material; (b) monitor activities; and (c) prepare and implement the Annual Performance Plans and Budgets regarding these activities.
- 10. GRATIS Foundation.
- 10.1 The GRATIS Foundation shall support the implementation of the Technology Promotion and Dissemination component.
- 10.2 The PCMU shall enter into a MoU with the GRATIS Foundation to describe the role of the GRATIS Foundation. Among its responsibilities, the GRATIS Foundation shall: (a) recruit and appoint the manager, the workshop supervisor and the driver of the RTFs; (b) build technical capacity of RTF staff; (c) monitor and provide technical backstopping in the delivery of TPD; (d) collate information on rural technology development and promotion activities.
- 10.3 For each new RTF created under this component, a tripartite MoU shall be entered between the PCMU, the involved DA and GRATIS Foundation.
- 11. Bank of Ghana (BoG).
- 11.1 The BoG shall support the implementation of the Access to Rural Finance subcomponent.
- 11.2 The PCMU shall enter into a MoU with the BoG to describe its role. The BoG shall continue the management of the REDF by making the funds revolved from the IFAD-financed phase II of the IFAD Rural Enterprises Project available through commercial banks and make funds available to other PFIs through the ARB Apex Bank. The PFIs accredited by the BoG under the REP II will continue to access the REDF funds under this Programme, based on the existing agreements between BoG and the PFIs. These PFIs will also automatically qualify for incremental REDF funds managed by the ARB Apex Bank, subject to their ability to prove continued compliance with the minimum performance criteria for accessing funds through this refinancing facility.
- 12. ARB Apex Bank.
- 12.1 The ARB Apex Bank shall support the implementation of the Access to Rural Finance subcomponent.
- 12.2 The PCMU shall enter into a MoU with the ARB Apex Bank to describe the kind of support provided. The ARB Apex Bank will manage the incremental REDF funds and matching grants to PFIs; act as an intermediary for the disbursement of funds to Rural and Community Banks; provide capacity building support for the PFIs accredited to access the MGF and REDF.
- 13. All MoUs with the Programme Parties mentioned in paragraphs 9.2, 10.2, 11.2 and 12.2 above are subject to prior no objection of the Fund.

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14. *Phasing*. The Programme will be implemented in 3 phases over 8 years. The PCMU, in close collaboration with other Programme Parties, will ensure the geographic expansion of the area served by BACs and RTFs in the first phase (1st year to 3rd year). During the second phase (4th year to 6th year), the responsibility for Programme implementation will be transferred to national institutions and partners. During the third phase (7th year to 8th year), the role of the PCMU will be limited to ensuring fiduciary aspects, technical backstopping of component implementation, monitoring of outcomes and impact.

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Schedule 2

Allocation Table

1. Allocation of Loan Proceeds. (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the allocation of the amounts of the Loan to each Category and the percentages of expenditures for items to be financed in each Category:

Cate	egory	Loan Amount	Percentage of Financing
		Allocated	
		(expressed in SDR)	
1.	Civil Works	260 000	100% net of taxes
11.	Vehicles, materials and equipment	1 120 000	100% net of taxes and PFI contributions
III.	Technical assistance and studies	660 000	100% net of taxes
IV.	Training and workshops	8 020 000	100% net of taxes, clients and PFI contributions
V.	Credit funds and matching grant	3 320 000	100% net of clients, government and PFI contributions
VI.	Salaries and operating costs	2 630 000	100% net of taxes, PFIs and government contributions
VII.	BAC/RTF operating cost fund	1 720 000	100% net of DAs contributions
Unal	located	1 970 000	
	TOTAL	19 700 000	

⁽b) The above allocation table excludes all costs related to the TPD component (component 2), the BAC network in Southern regions of Ghana (component 1), institutional capacity building (component 3.2), as well as the related management and M&E costs which will be borne by the ADF.

^{2.} Start-up costs. Withdrawals in respect of expenditures for start-up costs in categories III. IV. and VI. incurred before the satisfaction of the general conditions precedent to withdrawal shall not exceed an aggregate amount of USD 80 000 equivalent.

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Key reference documents

IFAD reference documents

Project design document (PDD) and key files Country strategic opportunities programme (COSOP) Administrative Procedures on Environmental Assessment

Logical framework

Results Hierarchy	Indicators ¹ (* RIMS indicator)	Means of Verification	Assumptions
Goal: To improve the livelihoods and income of rural poor micro and small entrepreneurs	Reduced % of rural poverty prevalence Reduced unemployment rates (by gender) Reduced prevalence of child malnutrition	National household expenditures surveys National statistics on Millenium Development Goals	
Development Objective: To increase the number of rural micro and small enterprises that generate profit, growth and employment opportunities	 100 000 employment opportunities created (by gender & age)* 36 400 businesses created (by gender & age)* 70 000 MSEs strengthened (by gender & age) 20 000 enterprises graduating from survival to normal and rapid growth categories (growth measure) (by gender & age) 38 000 enterprises in operation after 3 years (sustainability measure)* (by gender & age) 30% increase in household income 	REP database Reference surveys, studies Tracer study Client profile and poverty analysis	
Outcome 1: Business development services accessible to MSEs in rural districts	At least 150 operational REP model business advisory centres (BACs) Turnover of BACs (target: US\$25,000) Level of institutional performance of BACs (average efficiency of 0.80 by year 8) Level of effectiveness (60%) of business development services training	REP & NBSSI records Institutional performance surveys Tracer study	Decentralization policy remains supportive for integration of BAC in DA. Successful restructuring of NBSSI.
Outcome 2: Technical skills transferred and technologies disseminated	 At least 51 operational rural technology facilities (RTFs) Turnover of RTFs (target: US\$20,000) 23 000 National Vocational Training Institute certifications Training aligned with Council of Technical Vocational and Educational Training 	GRATIS records REP database & reports	Decentralization policy remains supportive for sustainability of RTFs. Co-financing available in time GRATIS Foundation continues support to RTFs.
Outcome 3: Access of MSEs to finance is ensured.	 Level of effectiveness (60%) of training & start-up kits (by gender) 27,000 active borrowers of which at least 50% women (by gender and age)* % reduction of portfolio at risk* 	Tracer-study BAC quarterly reports Participating financial institutions (PFIs) quarterly reports REP reports	Effective linkages with other IFAD projects (mainly the Rural and Agricultural Finance Programme) PFIs' capacities remain sufficient to handle a portfolio of small loans
Outcome 4: Pro-poor MSE support institutions and policies in place	Disbursement rate of district assemblies (DAs) at least at 80% NBSSI is operational knowledge centre for BACs GRATIS is operational knowledge centre for BACs	MSE sub-committee reports Supervision reports	NBSSI and GRATIS are restructured and have capacity to fulfil their role.

¹ Targets represent extrapolations from performance experienced under REP II. They will be revised upon completion of the reference surveys.