Honorable Mambury Njie
Minister of Finance and Economic Affairs
Ministry of Finance and Economic Affairs
Banjul, Republic of The Gambia

Republic of The Gambia: Education Sector Support Program Project
(Grant No. D280-GM)

Amendment to the Financing Agreement

Excellency:

We refer to the financing agreement dated April 20, 2018 ("Original Financing Agreement"), between the Republic of The Gambia ("Recipient") and the International Development Association ("Association"), for the Education Sector Support Program Project ("Project"). Please note that the capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the Original Financing Agreement as applicable.

I am pleased to inform you that, after due consideration, the Association proposes to amend the Original Financing Agreement as set forth below:

1. Section III of Schedule 2 to the Original Financing Agreement is hereby amended to read in their entirety as follows:

   "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: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for</td>
<td>9,800,987.88</td>
<td>100%</td>
</tr>
<tr>
<td>Parts A and B of the Project (other than Benefits Programs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td>Percentage</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>(2) Non-consulting services, consulting services, Training and Operating</td>
<td>4,798,000</td>
<td>100%</td>
</tr>
<tr>
<td>Costs for Benefits Programs, and Student Teacher Stipends, Hardship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowances, CCT, TCCT, and Tuition Scholarships under A.2 and B.3 of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consulting services and</td>
<td>4,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs for Part C of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>1,201,012.12</td>
<td></td>
</tr>
<tr>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>20,600,000</td>
<td></td>
</tr>
</tbody>
</table>

**Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date; or

   (b) under Category 1, until the Co-financing has been fully disbursed.

2. The Closing Date is December 31, 2022.

2. In Section IV of Schedule 2 to the Original Financing Agreement, new section C is added to read in its entirety as follows:

   "C. Targeted Conditional Cash Transfer"

1. For purposes of the provision of TCCT under Part A.2 of the Project, the Recipient, through MOBSE, shall, upon selection of eligible Mothers’ Clubs pursuant to the criteria and procedures established in the PIM, enter into a standard agreement with each of the eligible Mothers’ Clubs, under terms and conditions acceptable to the Association ("TCCT Agreement"), including, *inter alia*: (a) the TCCT shall be made on a non-reimbursable grant basis, and the amount of each TCCT shall be determined based on a formula as specified in the PIM; (b) the eligible Mothers’ Club’s obligation to: (i) use the TCCT for the purposes of providing the incentives to the targeted students; (ii) report to MOBSE on the progress of providing such incentives, and enable MOBSE, the Recipient and the Association, if the Association shall so request, to visit the schools where such incentives are provided; and (iii)
maintain records and accounts for expenditures incurred and financed with the TCCT; and (c) the right of the Recipient to suspend, cancel or request a refund of the TCCT or a portion thereof in case of the failure of the eligible Mothers’ Club to perform any of its obligations under the TCCT Agreement.

2. The Recipient shall exercise its rights and carry out its obligations under each TCCT Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any TCCT Agreement or any of their provisions.”

3. In the Appendix of the Original Financing Agreement, the following definitions are added or amended and placed in alphabetical order to read as follows and the rest of the definitions are renumbered accordingly to maintain alphabetical order:

“Mothers’ Clubs” means eligible mothers’ clubs at the select schools that receive the TCCT under Part A.2 of the Project.

“TCCT” means the targeted conditional cash transfer in a form of a grant supporting students under Part A.2 of the Project in accordance with Section IV.A and Section IV.C of Schedule 2 to this Agreement and the PIM.

“TCCT Agreement” means an agreement between the Recipient and the selected Mothers’ Clubs for the TCCT, referred to in Section IV.C of Schedule 2 to this Agreement.

“Tuition Scholarships” means the scholarships provided to eligible students under Part B.3 of the Project in accordance with the PIM.”

All the terms and conditions of the Original Financing Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

Please indicate your agreement with the foregoing amendments on behalf of the Recipient by countersigning and dating two (2) original copies of this Amendment Letter and returning one countersigned original to us. Upon receipt by the Association of the countersigned copy, these amendments shall become effective as of the date of this Amendment letter.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Louise J. Cord
Country Director for The Gambia
CONFIRMED AND AGREED:

REPUBLIC OF THE GAMBIA

By: [Signature]

Name: MAMBURY Njie

Title: MINISTER

Date: 11-04-2019