H. E. Louis Paul Motazé  
Minister of Economy, Planning and Regional Development  
Ministry of Economy, Planning and Regional Development  
Yaoundé  
Republic of Cameroon

RE: Republic of Cameroon: IDA Grant No. 5486-CM/HRITF Grant No. TF017128  
Cameroon Health Sector Investment Project—Additional Financing  
Amendment to the Legal Agreements

Excellency:

We refer to the Financing Agreement dated September 26, 2014, (the “IDA Agreement”), between the Republic of Cameroon (“Recipient”) and the International Development Association (“Association”) and the Grant Agreement of even date, (the “HRITF Agreement”), between the Republic of Cameroon and the International Bank for Reconstruction and Development (“IBRD”) and the Association, both acting as administrator of the Multi-donor Trust Fund for Health Results Innovation (the IDA Agreement and the HRITF Agreement collectively the “Legal Agreements”) for the above-referenced project, (the “Project”).

We also refer to your letter dated September 14, 2016, requesting specific amendments to the Legal Agreement. Please note that capitalized terms used in this letter (the “Amendment Letter”) and not defined herein have the meaning ascribed to them in the Legal Agreements.

We are pleased to inform you that the Association accedes to your request and proposes,

1. Section I.A.2 of Schedule 2 to the IDA Agreement is amended to read as follows:

   “2. PBF Technical Unit

   (a) The Recipient shall maintain at all times until the completion of the Project, the PBF Technical Unit within the Recipient’s Ministry of Public Health a mandate, composition and resources satisfactory to the Association.

   (b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the PBF Technical Unit shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers and (ii) be responsible for coordinating the day-to-day implementation of the Project, including, preparing the proposed overall Annual Work Plan and Budget for the Project, updating the Procurement Plan and consolidating the Project reports for the Project Steering Committee.”
2. Paragraph 35 of Section I of the Appendix to the IDA Agreement is deleted in its entirety and the following paragraphs renumbered accordingly.

3. A new paragraph 30 is added to Section I of the Appendix to the IDA Agreement with the following paragraphs renumbered accordingly and said new paragraph shall read as follows:

"30. "PBF Technical Unit" means the unit established within the Ministry of Public Health pursuant to the Recipient’s Decision 0333/D/MINSANTE/SG/DCOOP and amended pursuant to the Recipient’s decision 2838/D/MINSANTE/CAB/SG/DCOOP. Dated December 12, 2016."

4. Section I.A.2 of Schedule 2 to the HRITF Agreement is amended to read as follows:

"2. PBF Technical Unit

(c) The Recipient shall maintain at all times until the completion of the Project, the PBF Technical Unit within the Recipient’s Ministry of Public Health a mandate, composition and resources satisfactory to the World Bank.

(d) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the PBF Technical Unit shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers and (ii) be responsible for coordinating the day-to-day implementation of the Project, including, preparing the proposed overall Annual Work Plan and Budget for the Project, updating the Procurement Plan and consolidating the Project reports for the Project Steering Committee."

5. Section IV of Schedule 2 to the IDA Financing Agreement is amended to read as follows:

"Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Credit in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) 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 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Credit (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) (a)Performance-Based Payments under Part 1.A(i)</td>
<td>7,300,000</td>
<td>100% of Performance-Based</td>
</tr>
</tbody>
</table>
and Part 1.A(ii) of the Project

(1) (b) Consultants’ services,
Training and Operating Costs under Part 1.A(i) and Part 1.A(ii) of the Project

3,100,000 100%

(2) Goods, non-consulting services, consultants’ services,
Training and Operating Costs under Parts 1.B and 1.C of the Project

2,600,000 100% (excluding value added taxes and custom duties)

TOTAL AMOUNT 13,000,000

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:

(a) payments made prior to the date of this Agreement; or

(b) Under Category 1(a) unless (i) such a withdrawal is made on the basis of a Performance-Based Contract executed between an Implementing Agent, on behalf of the Recipient and a Participating Health Authority in accordance with the provisions of Section I.G.2 of Schedule 2 to this Agreement and (ii) for Part 1.A(i) of the Project, the Recipient has exhausted the funds allocated in Category 1(a) of Section IV.A.2 of Schedule 2 to the HRITF Grant Agreement; or

(c) Under Category 1(b) unless (i) an Implementation Agreement has been executed on behalf of the Recipient and each Implementing Agent in accordance with the provisions of Section 1.B of Schedule 2 to this Agreement and (ii) for Part 1.A(i) of the Project, the Recipient has exhausted the funds allocated in Category 1(a) of Section IV.A.2 of Schedule 2 to the IDA Financing Agreement.

2. The Closing Date is December 31, 2017.”

6. Paragraph 35 of Section I of the Appendix to the HRITF Agreement is deleted in its entirety and the following paragraphs renumbered accordingly.

7. A new paragraph 12 is added to Section I of the Appendix to the HRITF Agreement with the following paragraphs renumbered accordingly and said new paragraph shall read as follows:
“12. “IDA Financing Agreement” means the financing agreement between the Recipient and the International Development Association for the Health Sector Support Investment Project Additional Financing, dated September 26, 2014 (Credit number 5486-CM).”

8. A new paragraph 29 is added to Section I of the Appendix to the HRITF Agreement with the following paragraphs renumbered accordingly and said new paragraph shall read as follows:

“29. “PBF Technical Unit” means the unit established within the Ministry of Public Health pursuant to the Recipient’s Decision 0333/D/MINSANTE/SG/DCOOP and amended pursuant to the Recipient’s decision 2838/D/MINSANTE/CAB/SG/DCOOP. Dated December 12, 2016.”

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Legal Agreements not hereby amended shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

[Remainder of page intentionally left blank]
Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the Association of the countersigned original of this Amendment Letter.

Sincerely,

[Signature]

Country Director for Cameroon

Africa Region

CONFIRMED AND AGREED:

REPUBLIC OF CAMEROON

[Signature]

Name of Authorized Representative

[Title]

January 24, 2017

Date