Ministère de l’Economie et des Finances
5, Avenue Charles Sumner
Port-au-Prince
Republic of Haiti

Facsimile: (509) 29 21003

Re: Haiti: Improving Maternal and Child Health through Integrated Social Services Project
MDTF – HRI Grant Number TF014474

Amendment to the Grant Agreement

Excellency:

I. We refer to the Grant Agreement (the Agreement), dated June 14, 2013, as amended, between the Republic of Haiti (“Recipient”) and the International Bank for Reconstruction and Development and the International Development Association, both acting as administrator of the Multi-donor Trust Fund for Health Results Innovation (collectively “World Bank”) for the above-mentioned Project. We also refer to the Minutes of Negotiations for the Additional Financing for the Improving Maternal and Child Health through Integrated Social Services Project dated May 11, 2017, requesting a modification in the objectives of the Project, the application of the new Procurement Regulations, the new Anti-Corruption Guidelines, and the modification of the Safeguard Documents.

2. The World Bank has agreed to your request and consequently, the Grant Agreement is amended to read as set forth below:

A. Schedule 1 to the Agreement is amended by modifying the objectives of the Project to read as follows:

“‘The objectives of the Project are to: (a) increase the access and use of maternal and child health services; (b) strengthen cholera control; and (c) improve targeting of social services in the Recipient’s territory, with a particular focus on areas affected by Hurricane Matthew.”

B. Paragraph D of Section I of Schedule 2 to the Agreement is amended to read as follows:

“D. Safeguards

1. The Recipient shall ensure that, throughout the implementation of the Project, the Project shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social Management Framework. In particular, the Recipient shall ensure: (a) that for each

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activity under the Project of a category for which the Environmental and Social Management Framework provide that an Environmental and Social Management Plan shall be prepared, such Environmental and Social Management Plan in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such Project activity, in accordance with the provisions of the Environmental and Social Management Framework; and (b) promptly thereafter, that the relevant activity is implemented in accordance with its Environmental and Social Management Plan.

2. No activity under the Project involving works shall commence before the corresponding Environmental and Social Management Plan has been prepared, disclosed and implemented in accordance with paragraph 1 above.

3. Recipient shall ensure that: (i) the terms of reference for any consultancy required under the Project shall be satisfactory to the World Bank following its review thereof; and (ii) to that end, such terms of reference shall duly incorporate the requirements of the World Bank’s Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance, including the public disclosure and consultation of the resulting environmental and social impact assessments in accordance with the World Bank’s Safeguards Policies.

4. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the World Bank, the Recipient shall not abrogate, amend, repeal, suspend, waive or fail to enforce any provisions of any of the Safeguard Documents.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall through MSPP, regularly collect, compile and submit to the World Bank, on a quarterly basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

6. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.”

C. Section III of Schedule 2 to the Agreement is amended to read as follows:

“Section III. Procurement

All goods, works, non-consulting services and consulting 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 the Procurement Regulations and the provisions of the Procurement Plan.”

D. The Appendix to the Agreement is amended by deleting definitions No. 6 (“Consultant Guidelines”) and No. 25 (“Procurement Guidelines”), by adding a new definition on “Procurement Regulations”, by amending definitions No. 2 (“Anti-Corruption Guidelines”) and No. 11 (“Environmental and Social Management Framework”), by adding a new definition for “Hurricane Matthew” (and by renumbering all definitions accordingly an in alphabetical order), to read as follows:
“APPENDIX

“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 and as of July 1, 2016.”

“Environmental and Social Management Framework” collectively means the Recipient’s environmental and social management framework dated August 1, 2012 as modified on May 3, 2017, dated August 1, 2012, both in form and substance satisfactory to the World Bank and referred to in Section I.D.1 of Schedule 2 to this Agreement, detailing the guidelines, procedures and timetables to carry out the environmental and social assessments to be developed under the Project and to prepare the respective ESMP.”

“Hurricane Matthew” means a category IV hurricane that hit the Recipient’s territory on October 4, 2016.”

“Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016”.

3. All other provisions of the Agreement, except those amended hereby, shall remain in full force and effect.

4. Please confirm your agreement to the foregoing by signing, dating and returning to us one fully executed original of this amendment letter and retaining one original of the letter for your records. This amendment letter shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

Mary Barton-Dock
Special Envoy for Haiti
Latin America and the Caribbean Region

AGREED:

REPUBLIC OF HAITI

By

Authorized Representative

Name: JUDE AUX PATRICK SALVISON
Title: MINISTER OF ECONOMY AND FINANCE
Date: JUNE 29, 2017