H. E. Dr. Issa Doubragne  
Minister of Economy and Planning  
Ministry of Economy and Planning  
N’Djamena  
Republic of Chad  

Republic of Chad -- Mother and Child Health Services Strengthening Project  
Grant No. H961-TD and HRI Grant No. TF017138  
Amendment to the Financing Agreement and the Grant Agreement  

Excellency:  

We refer to: (a) the Financing Agreement between the Republic of Chad ("Recipient") and the International Development Association ("Association"), dated June 20, 2014 (Financing Agreement for Grant H961-TD); and (b) the Grant Agreement of the same date between the Recipient and the International Bank for Reconstruction and Development and the International Development Association (collectively the "World Bank") (Grant Agreement for TF017138); all for the abovementioned Project (collectively, "Legal Documents"). Please note that the capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meanings ascribed to them in the Legal Documents. 

For the purposes of this Amendment Letter, the "Association" and the "World Bank" are collectively referred to the "Association". 

Pursuant to your letters of May 21, 2018 and June 12, 2018 requesting the Association for specific amendments to the Project, we are pleased to inform you that the Association proposes to amend the Legal Documents in respect of the provisions below. 

1. Accordingly, the Financing Agreement for Grant H961-TD is amended as follows: 

(a) Schedule 1 is hereby amended to include two new Parts C and D to read as follows:  

"Part C. Strengthening Delivery of Expanded Programme on Immunization and Emergency Obstetric and Neonatal Care" 

1. Support the EPI in the Project’s health districts and centers by: (a) acquiring of goods, including: (i) solar refrigerators approved by WHO; and (ii) motorbikes for the supervision of the vaccination programme in the districts and outreach health programming to deliver services to geographical areas with no access to health facilities; and (b) providing training to health
workers on: (i) preventive maintenance of the newly acquired solar refrigerators, and (ii) the implementation of communication activities within the communities to stimulate demand for immunization services.

2. Financing gaps in the procurement of vaccines, especially measles vaccines, carrying out information, education and communication campaigns, conducting training for the benefit of health staff and providing operating costs for the successful implementation of national and sub-national immunization campaigns.

3. Building the capacity of staff in health centers and hospitals within the Project area through: (a) the provision of technical training to strengthen their capacity to deliver emergency obstetric and neonatal care; and (b) regular assessments of their training needs.

**Part D. Contingency Emergency Response Component**

Providing immediate response to an Eligible Crisis or Emergency, as needed.

(b) A new Section I is added under Schedule 2 to read as follows:

"I. Service Provider Agreements"

To facilitate the carrying out of Parts C.1 and C.3 of the Project, the Recipient shall enter into agreements with Service Providers in form and substance acceptable to the Association, setting forth, *inter alia*: (a) the responsibilities and obligations of each party; (b) a description of goods to be acquired for the Service Providers, if applicable; (c) a description of any proposed training along with the estimated cost per training to be delivered by the Service Providers; (d) the disbursement requirements and procedures; (e) the payment modalities; (f) the verification modalities; and (g) any other relevant information which the Recipient may have judged necessary to include in the agreements ("Service Provider Agreements")."

(c) A new Section J is added under Schedule 2 to read as follows:

"J. Immediate Response Mechanism"

1. In order to ensure the proper implementation of Part D of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall take the following measures:

(a) prepare and furnish to the Association for its review and approval, an operations manual, which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific
activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

(b) afford the Association a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");

(d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:

(a) The Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) The Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has
approved all such instruments, and the Recipient has
implemented any actions which are required to be taken
under said instruments."

(d) Section IV.B.1 of Schedule 2 is hereby amended to read as follows:

"(c) Under category (4), no withdrawal shall be made, for Emergency
Expenditures under Part D of the Project unless and until the Association
is satisfied that all the following conditions have been met in respect of
the said activities:

(i) the Recipient has determined that an Eligible Crisis or
Emergency has occurred, has furnished to the Association a
request to include said activities in the CERC Part in order to
respond to said Eligible Crisis or Emergency, and the
Association has agreed with such determination, accepted said
request and notified the Recipient thereof;

(ii) the Recipient has prepared and disclosed all safeguards
instruments required for said activities, and the Recipient has
implemented any actions which are required to be taken under
said instruments, all in accordance with the provisions of
Section J of Schedule 2 to this Agreement;

(iii) the Recipient’s Coordinating Authority has adequate staff and
resources, in accordance with the provisions of Section J of this
Schedule 2 to this Agreement, for the purposes of said activities;
and

(iv) the Recipient has adopted a CERC Operations Manual in form,
substance and manner acceptable to the Association and the
provisions of the CERC Operations Manual remain - or have
been updated in accordance with the provisions of Section J of
this Schedule 2 so as to be appropriate for the inclusion and
implementation of said activities under the CERC Part."

(e) The Eligible Expenditures table set forth in Section IV.A.2 is deleted in its
entirety and replaced with the table set forth in Attachment 1 to this Letter
Amendment.

(f) Section IV.B.2 of Schedule 2 is hereby amended to read as follows:

"2. The Closing Date is July 31, 2020."

(g) The existing paragraphs 31 and 32 of the Appendix are hereby amended to read
as follows:

"31. "Selected Public Entities" means the CT-PBF, regional health
dellegations and district health management teams, or any other public
entity as agreed in writing with the Association."
32. "Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

(h) The existing paragraphs 7 to 34 of the Appendix are renumbered, respectively, as paragraphs 8 to 43 and the following 9 new paragraphs are added to read as follows:

"8. "Contingent Emergency Response Operations Manual" and "CERC Operations Manual", each means the operations manual referred to in Section J of this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.

6. "CERC Part of the Project" and "CERC Part", each means Part D of the Project.

11. "Coordinating Authority" the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section J of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.

13. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.


15. "EPI" means the Recipient's expanded programme on immunization.

38. "Service Provider" means the provider referred to in Section I of Schedule 2 to the Agreement.

39. "Service Provider Agreement" means any contracts to be concluded between the Recipient and a Service Provider (hereinafter defined) under Part C.1 and C.3 of the Project; and "Service Provider Agreements" means, collectively, two or more such contracts.

43. "WHO" means the World Health Organization."

2. Accordingly, the Grant Agreement for TF017138 is amended as follows:

(a) Schedule 1 is hereby amended to include a new Part C to read as follows:

"Part C. Strengthening Delivery of Expanded Programme on Immunization and Emergency Obstetric and Neonatal Care

1. Support the EPI in the Project's health districts and centers by:
   (a) acquiring of goods, including: (i) solar refrigerators approved
by WHO; and (ii) motorbikes for the supervision of the vaccination programme in the districts and outreach health programming to deliver services to geographical areas with no access to health facilities; and (b) providing training to health workers on: (i) preventive maintenance of the newly acquired solar refrigerators; and (ii) the implementation of communication activities within the communities to stimulate demand for immunization services.

2. Financing gaps in the procurement of vaccines, especially measles vaccines, carrying out information, education and communication campaigns, conducting training for the benefit of health staff and providing operating costs for the successful implementation of national and sub-national immunization campaigns.

3. Building the capacity of staff in health centers and hospital within the Project area through: (a) the provision of technical training to strengthen their capacity to deliver emergency obstetric and neonatal care; and (b) regular assessments of their training needs.

(b) A new Section J is added under Schedule 2 to read as follows:

"J. Service Provider Agreements

To facilitate the carrying out of Parts C.1 and C.3 of the Project, the Recipient shall enter into agreements with Service Providers in form and substance acceptable to the Association, setting forth, inter alia: (a) the responsibilities and obligations of each party; (b) a description of goods to be acquired for the Service Providers, if applicable; (c) a description of any proposed training along with the estimated cost per training to be delivered by the Service Providers; (d) the disbursement requirements and procedures; (e) the payment modalities; (f) the verification modalities; and (g) any other relevant information which the Recipient may have judged necessary to include in the agreements ("Service Provider Agreements")."

(c) The Eligible Expenditures table set forth in Section IV.A.2 of Schedule 2 is deleted in its entirety and replaced with the table set forth in Attachment 2 to this Letter Amendment.

(d) Section IV.B.2 of Schedule 2 is hereby amended to read as follows:

"2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is March 31, 2019."

(e) The existing paragraphs 31 and 32 of the Appendix are hereby amended to read as follows:

"31. "Selected Public Entities" means the CT-PBF, regional health delegations and district health management teams, or any other public entity as agreed in writing with the Association."
32. "Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement."

(f) The existing paragraphs 9 to 34 of the Appendix are renumbered, respectively, as paragraphs 10 to 38 and the following 4 new paragraphs are added to read as follows:

9. "EPI" means the Recipient's expanded programme on immunization.

30. "Service Provider" means the provider referred to in Section I of Schedule 2 to the Agreement.

31. "Service Provider Agreement" means any contracts to be concluded between the Recipient and a Service Provider (hereinafter defined) under Part C.1 and C.3 of the Project; and "Service Provider Agreements" means, collectively, two or more such contracts.

38. "WHO" means the World Health Organization."

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

Please confirm your agreement with the foregoing amendment, on behalf of the Recipient, by signing, dating and returning to the Association the enclosed copy of this Amendment Letter. This Amendment Letter shall become effective as of the date of its countersignature upon receipt by the Association of a countersigned copy of this letter.

Sincerely,

Soukeyna Kane
Country Director for Chad
Africa Region

CONFIRMED AND AGREED:
REPUBLIC OF CHAD

By: NDJAMESIA - TCHAD  Name: DR. ISSA DOUBRAGNE
Date: 30.04.2018  Title: Ministre de l’Economie et de la Planification du Développement.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (Inclusive of Taxes)</th>
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<tr>
<td>(1) Goods, works, non-consulting services, consultants' services,</td>
<td>4,450,000</td>
<td>100%</td>
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<td>Operating Costs, and Training for the Project, except for Part A.1 and</td>
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<td></td>
</tr>
<tr>
<td>Part A.2 of the Project</td>
<td></td>
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<td>(2) HSP Grants under Part A.1 of the Project</td>
<td>1,056,338</td>
<td>100% of amount disbursed, payable under the respective PHS Grant</td>
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<td>(3) Performance-Based Payments under Part A.2 of the Project</td>
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<td>0% until the Category 3 of Grant No. TF017138 is fully disbursed and thereafter 100% of amount disbursed, payable under the respective Performance-Based Payment</td>
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<td>TOTAL AMOUNT</td>
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<td>Category</td>
<td>Amount of the Grant Allocated (expressed in USD)</td>
<td>Percentage of Expenditures to be Financed (inclusive of Taxes)</td>
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<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>--------------------------------------------------------------</td>
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<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services,</td>
<td>1,445,828</td>
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<td>Operating Costs, and Training for the Project</td>
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<td>(2) HSP Grants under Part A.1 of the Project</td>
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<td>(3) Performance-Based Payments under Part A.2 of the Project</td>
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<td>TOTAL AMOUNT</td>
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