Honorable Seth Terkper  
Minister of Finance  
Ministry of Finance  
Accra  
Republic of Ghana  

Honorable Minister:  

Ghana Secondary Education Improvement Project  
(Credit No. 5452 GH)  
Amendment to the Financing Agreement  

We refer to: (i) the Financing Agreement (the Agreement) for the above mentioned Project, dated July 30, 2014, between the Republic of Ghana (“Recipient”) and the International Development Association (“Association”); and (ii) your letter dated July 11, 2016, requesting specific amendments to the Agreement.  

We are pleased to inform you that the Association concurs with your request and proposes to delete and replace Section IV of Schedule 2 to the Agreement with the Annex attached to this amendment letter.  

All other provisions of the Agreement, except amended herein, shall remain the same.  

Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Association. Upon receipt by the Association of said original countersigned by the authorized representative of the Recipient and dated, this amendment shall become effective as of the date of countersignature of this letter.  

Sincerely  
INTERNATIONAL DEVELOPMENT ASSOCIATION  

Henry Kerali  
Country Director for Ghana  
Africa Region  

CONFIRMED:  
REPUBLIC OF GHANA  

By:  
Authorized Representative  
Date: 31-08-2016  

CASSIEL ATO FORSON MP  
DEPUTY MINISTER (F)  
MINISTRY OF FINANCE  
ACCRA
"Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing ("Category"), the allocations of the amounts of the Financing 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 XDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Eligible Expenditure Program under Part A of the Project, for the:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) First scheduled disbursement (on or about 2014 October 1, 2014 or on the Effective Date, if said date is later than October 1, 2014)</td>
<td>18,286,999.71</td>
<td>-</td>
</tr>
<tr>
<td>(b) Second scheduled disbursement (on or about January 15, 2015)</td>
<td>9,275,916.09</td>
<td>-</td>
</tr>
<tr>
<td>(c) Third scheduled disbursement (on or about October 1, 2015)</td>
<td>9,100,000</td>
<td>-</td>
</tr>
<tr>
<td>(d) Fourth scheduled disbursement (on or about January 15, 2016)</td>
<td>9,100,000</td>
<td>-</td>
</tr>
<tr>
<td>(e) Fifth scheduled disbursement (on or about October 1, 2016)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(f) Sixth scheduled disbursement (on or about January 15, 2017)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(g) Seventh scheduled disbursement (on or about October 1, 2017)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(h) Eighth scheduled disbursement (on or about January 15, 2018)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(i) Ninth scheduled disbursement (on or about October 1, 2018)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Part B of the Project</td>
<td>10,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Eligible Expenditure Program under Part A of the Project (except for part 1 (a), (b), (c), and (d) under Category 1 above)</td>
<td>45,037,084.20</td>
<td>Up to 100% of each DLR amount set out in Schedule 4 of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>101,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section:

(a) no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed three million, one hundred and eighty thousand United States Dollars (US$3,180,000) equivalent may be made for payments made prior to this date but on or after January 1, 2014, for Eligible Expenditures under Category 2.

(b) under Category 1(a) unless the Recipient shall have:

   (i) submitted to the Association, in form and substance satisfactory to the Association, the applicable IUFR and EEP Spending Report detailing the expenditures incurred under the EEP from the date of this Agreement up to and including the date six (6) months after the Effective Date; and

   (ii) by no later than August 31, 2014, furnished evidence satisfactory to the Association of the achievement all six (6) DLRs for FY 2014, which actions are set forth in the table in Schedule 4 to this Agreement ("DLI and DLR Table");

(c) under Category 1 (b) unless the Recipient shall have:

   (i) submitted to the Association, in form and substance satisfactory to the Association, the applicable IUFR and EEP Spending Report detailing the expenditures incurred under the EEP up to January 15, 2015 or the date of the WA, whichever is later; and

   (ii) by no later than December 15, 2014, furnished evidence satisfactory to the Association of the achievement of all six (6) DLRs for the actions to be achieved in FY 2014, which actions are set forth in the DLI and DLR Table;

(d) under Category 1 (c) unless the Recipient shall have:

   (i) submitted to the Association, in form and substance satisfactory to the Association, the applicable IUFR and EEP Spending Report detailing the expenditures incurred under the EEP up to October 1, 2015 or the date of the WA, whichever is later; and

   (ii) by no later than August 31, 2015, furnished evidence satisfactory to the Association of the achievement of not less than six (6) DLRs for the actions to be achieved in FY 2015, which actions are set forth in the DLI and DLR Table;

(e) under Category 1 (d) unless and until the Recipient shall have:

   (i) submitted to the Association, in form and substance satisfactory to the Association, the applicable IUFR and EEP Spending Report detailing the expenditures incurred under the EEP up to January 15, 2016 or the date of the WA, whichever is later; and
(ii) by no later than December 15, 2015, furnished evidence satisfactory to the Association of the achievement of not less than six (6) DLRs for FY 2015, which actions are set forth in the DLI and DLR Table;

(f) Under Category 3, unless the Recipient shall have:

(i) submitted to the Association, in the form and substance satisfactory to the Association, the applicable EEP Spending Report detailing the expenditure incurred under the EEP up to the date of the WA submission;

(ii) for each withdrawal request: (i) one or more DLRs as set out in Schedule 4 to the Agreement have been achieved; and (ii) the amount of Eligible Expenditures to be financed from the proceeds of the Credit (as specified in EEP spending Report) shall be an amount not exceeding the amount allocated for the achievement of said one or more DLRs.

(iii) furnished evidence satisfactory to the Association that Eligible Expenditures have been made and the relevant DLR(s) has/have been achieved, such evidence to be provided in accordance with the procedures and arrangements satisfactory to the Association, as set out in the Project Implementation Manual.

2. Notwithstanding the provisions of Section IV.B.1 (b) through (e) of this Schedule 2:

(a) if one or more of the DLRs set forth in the DLI and DLR Table has/have not been achieved, or was/were no longer achievable by its/their due date(s) and/or by the Closing Date, then the Association shall effect a partial release of the amount(s) allocated to the respective Category 1 (b), 1 (c), or 1 (d), withholding the amount(s) allocated to the respective unmet DLR(s);

(b) with respect to withdrawals under Categories 1(c), if one or more DLR(s) for the pertinent FY, and which was/were advanced under Category 1(b), or 1(d), was/were not achieved by the date of WA, the Association shall deduct the amount of the advance disbursed, and/or the amount(s) allocated to and advanced for the respective unmet DLR(s) from the amount(s) to be disbursed under said Category 1(c); provided that any amount(s) not disbursed under a pertinent FY may be carried forward and disbursed during a subsequent FY, if evidence satisfactory to the Association has been furnished to the Association that the respective unmet DLR(s) has/have been achieved; and

(c) notwithstanding the provisions of paragraphs 2(a) and 2(b) immediately above, no advances shall be made under Category 1(b), or 1(d), unless, in each case, evidence satisfactory to the Association has been furnished to the Association that the Recipient has achieved all but one DLR under the preceding FY.

3. The Closing Date is November 30, 2019.

C. Other Undertakings

For withdrawal applications requesting advances, other than the initial advance, no further advances will be disbursed unless the Recipient has furnished evidence satisfactory to the Association of the achievement of not less than five (5) DLRs for each FY, which actions are set forth in the DLI and DLR table in Schedule 4 of this Agreement."
Cc: Ministry of Finance
Maj. (Rtd.) M.S. Tara, Chief Director
Mr. Michael Ayesu, Director, External Resource Mobilization
Mrs. Sauda Ahmed Seinu, Ag. Head, World Bank Unit
Mr. Lawrence Nyanor, Economic Officer, World Bank Unit

Ministry of Education
Hon. Naana Jane Opoku Agyemang, Minister
Hon. Alex Kyeremeh, Deputy Minister
Hon. Samuel Okudzeto Ablakwa, Deputy Minister
Mr. Enoch Cobbinah, Chief Director
Mr. Isaac Biney, Ag. Director, PBME
Mr. Divine Ayidzoe, Director SRIMPR
Mr. Hayford Wilson, Project Coordinator, SEIP
Mr. Ernest Otoo, DP Coordinator, PBME

Ghana Education Service
Mr. Jacob Kor, Director General
Mrs. Cynthia Bosomtwi-Sam, Ag. Deputy Director General
Mr. Chris Koramoah, Ag. Financial Controller
Mr. Michael Inkoom, Director Secondary Education

Mr. Nasir Mahmood Khosa, Executive Director for Ghana, World Bank