H. E. Henry Yav Mulang  
Minister of Finance  
Ministry of Finance  
Boulevard du 30 juin  
Commune de la Gombe  
Kinshasa I  
Democratic Republic of Congo

Re: Grant Number H980 -ZR  
Democratic Republic of Congo: Great Lakes Emergency  
Sexual and Gender Based Violence and Women’s Health  
Project  
Second Amendment to the Financing Agreement

We refer to the Financing Agreement ("Agreement") for the Great Lakes Emergency  
Sexual and Gender Based Violence and Women’s Health Project, between the Democratic  
Republic of Congo (the “Recipient”) and the International Development Association  
(the “Association”) dated January 20, 2015, as amended. We also refer to our discussions with  
key counterparts pursuant to which agreement to restructure the Project has been reached.  
Capitalized terms used in this letter ("Amendment Letter") and not defined herein have the  
meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association proposes to amend, through this  
Amendment Letter, the Agreement as follows:

1. Section 3.01 of the Agreement is amended to read as follows:

“3.01. The Recipient declares its commitment to the objectives of the Project. To this  
end, the Recipient shall carry out Component 2 and selected activities under Components  
1(b) and 3 of the Project through MoPH and MoGFC and shall cause Components 1(a),  
1(c) and selected activities under Components 1(b) and 3 of the Project to be carried out  
by the Project Implementing Entity in accordance with the provisions of Article IV of the  
General Conditions and the Project Agreement.”

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

“2. maintain, throughout the period of Project implementation, the MoPH to run the  
day-to-day management and the overall coordination of the Project, with staffing, terms  
of reference, composition and powers acceptable to the Association as further described  
in the Project Implementation Manual. To this end, the MoPH shall be responsible to:  
(a) consolidate the Annual Work Program; (b) organize annual meetings of the Steering  
Committee; and (c) organize the annual independent audit of the agencies.”
3. Section II.A.1 of the Schedule 2 to the Agreement is amended to read as follows:

"1. The Recipient, in coordination with the MoPH, MoGFC and the Project Implementing Entity, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than six (6) weeks after the end of the period covered by such report."

4. The following definitions in the Appendix to the Agreement are amended to read as follows:

"2. “Annual Work Program” means the annual work program to be prepared by the Recipient in cooperation with the MoPH, the Project Implementing Entity, MoGFC as well as Panzi Foundation and Heal Africa not later than November 30 in each calendar year during Project implementation.

7. “Coordination Team” means “Coordination Générale” within the administrative structure of the Project Implementing Entity in charge of the day-to-day management and implementation of Component 1(a), I (c) and selected activities of Component 1(b) and Component 3 of the Project.

21. “Operating Costs” means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for MoPH, MoGFC and the Project Implementing Entity, but excluding salaries of the Recipient’s civil servants and the Project Implementing Entity’s consultants.

32. “Project Implementation Manual” means a manual to be adopted by the Recipient and the Project Implementing Entity and found satisfactory to the Association and which shall contain, inter alia: (i) the terms of reference, functions and responsibilities for the members or personnel of the Project Implementing Entity’s Coordination Team and the Steering Committee, as well as MoPH, MoGFC, Heal Africa and Panzi Foundation; (ii) the procedures for procurement of goods, works, non-consulting services, consultants’ services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; (v) the communication strategy for the Project; and (vi) the Safeguard Documents and the PBF Manuals, as said manuals may be amended from time to time with the Association’s prior approval.

38. “Steering Committee” means a steering committee established and operating under the Recipient’s Minister of Public Health, pursuant to Arrêté No. 1250/CAB/MIN/SP/079/Nov.2009 dated November 3, 2009, to provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient’s policies and strategies, as further described in the Project Implementation Manual."
5. The Definition Section in the Appendix to the Agreement is further amended by deleted definition number 5 ("CFEF") in its entirety. The following paragraphs are renumbered accordingly to maintain alphabetical order.

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 Agreement 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.

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 World Bank of the countersigned original of this Amendment Letter.

By  

Ahmadou Moustapha Ndiaye  
Country Director  
Democratic Republic of Congo  
Africa Region

AGREED:

DEMOCRATIC REPUBLIC OF CONGO

By  
Authorized Representative

Name: Henri YAV MULANG  
Title: Ministre des Finances  
Date: 19 mai 2017