Her Excellency Florence LIMBIO  
Minister of Economy, Planning and International Cooperation in charge of Poles Development  
Ministry of Economy, Planning, and International Cooperation  
Bangui  
Central African Republic

RE: Central African Republic: Health System Support Project  
(Credit 5134-CF – Grant H784-CF)  
MDTF-HRI TF013380  
Amendment to the Financing Agreement and the MDTF Grant Agreement

Excellency:

We refer to the Financing Agreement dated July 31, 2012 (the “Financing Agreement”), between the Central African Republic (“Recipient”) and the International Development Association (“Association”) and 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”), both acting as administrator of the Multi-Donor Trust Fund for Health Results Innovation (the “Grant Agreement”) (each, the “Agreement” and all together, the “Agreements”).

We also refer to your letter dated February 5, 2014, requesting specific amendments to the Agreements. Please note that capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreements.

We are pleased to inform you that the Association accedes to your request and proposes, through this Amendment Letter, to amend the Agreements as follows:

1. The objectives of the Project as set forth in the first paragraph of Schedule 1 to both Agreements are amended to read as follows:

   “The objectives of the Project are to: (a) increase utilization and improve the quality of maternal and child health services in targeted rural areas of the Recipient’s territory; and (b) provide emergency health services to the general population.”
2. A new Part C is added to Schedule 1 to both Agreements to read as follows:

“Part C. Emergency Health Services

Provision of emergency health services, including *inter alia:* reproductive health, child health and specific health services for internally displaced persons.”

3. A new paragraph (3) is added to Part B of Schedule 1 to both Agreements to read as follows:

“(3) Strengthening the capacity of the Recipient’s ministry in charge of health to support the delivery of maternal and child health services, through the provision of goods, consultants’ services and Training, to general and internally displaced populations.”

4. Section I.B.2(a) of Schedule 2 to both Agreements is amended to read as follows:

“(a) The Recipient shall cause each PPA to finalize, in accordance with terms of reference acceptable to the Association and furnish to the Association for its approval, no later than September 30, 2016, the proposed PBF Manual included in the PPA’s technical bid for services, for the implementation of the Project in the Project areas in which said PPA will carry out its services under its PBF Agency Agreement. Said PBF Manual shall contain, *inter alia,* detailed administrative, procurement, financial management, safeguards, monitoring and evaluation procedures and arrangements for its respective part of the Project (“PBF Manual”).”

5. Section I.G of Schedule 2 to both Agreements is amended to read as follows:

“G. External Evaluation Agency

Under Part B.2 of the Project, the Recipient shall, no later than September 30, 2016, engage in accordance with the provisions of Section III of this Schedule 2 and thereafter maintain, one or more evaluation agencies ("External Evaluation Agency" or "EEA") whose terms of reference, qualifications and experience shall be satisfactory to the Association, to monitor, evaluate and report on Part A (1) of the Project, and to conduct independent verifications of the delivery of Technical Support Packages and MCH Packages by each Health Service Provider under its respective MCH Sub-project, including through interviews with consumers of Technical Support Packages and MCH Packages and inspections of the Health Service Provider’s documentation and facilities.”

6. The Procurement table under Section III.B.2 of Schedule 2 to both Agreements is amended by deleting “UNICEF” to the procurement method (e) and by adding a new procurement method (f) to read as follows:

“(f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association.”

7. The Procurement table under Section III.C.2 of Schedule 2 to both Agreements is amended by adding a new procurement method (g) to read as follows:
“(g) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association”

8. A new paragraph I is added to Section I of Schedule 2 to the Financing Agreement to read as follows:

“I. Contractual and Regulatory Arrangements

To facilitate the carrying out of Part C of the Project, the Recipient shall: (i) enter into Service Agreements (“Service Agreements”) with the UN Agencies and the NGOs, whose form and substance shall be satisfactory to the Association; (ii) ensure that all Project activities to be undertaken by the UN Agencies and the NGOs under their respective Service Agreements shall be carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association; and (iii) ensure that each of UN Agencies and the NGOs shall exercise its rights and carry out its obligations under its respective Service Agreement in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive either Service Agreement or any provision thereof, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.”

9. A new paragraph J is added to Section I of Schedule 2 to the Grant Agreement to read as follows:

“J. Contractual and Regulatory Arrangements

To facilitate the carrying out of Part C of the Project, the Recipient shall: (i) enter into Service Agreements (“Service Agreements”) with the UN Agencies and the NGOs, whose form and substance shall be satisfactory to the World Bank; (ii) ensure that all Project activities to be undertaken by the UN Agencies and the NGOs under their respective Service Agreements shall be carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the World Bank; and (iii) ensure that each of UN Agencies and the NGOs shall exercise its rights and carry out its obligations under its respective Service Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive either Service Agreement or any provision thereof, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.”

10. The table set forth under Section IV.A (2) of Schedule 2 to each Agreement is deleted in its entirety and replaced with the tables as shown in Attachments 1 and 2 to this Amendment Letter.

11. The following definitions are added to the Appendix to the Agreements and the existing paragraphs of said appendix being renumbered accordingly:

“20. “NGOs” means non-governmental organizations.”
“32. “Service Agreements” means the agreements to be entered respectively, between the Recipient and the UN Agencies, and the Recipient and the NGOs governing the terms and conditions under which the UN Agencies and the NGOs shall render services to the Recipient, including payment methods, reporting and transparency arrangements.

“42. “UN Agencies” and “United Nations Agencies” each means agencies of the United Nations including: UNFPA, UNICEF, WHO, as hereinafter defined.”

“43. “United Nations Fund for Population Activities” and “UNFPA” each means an agency of the United Nations established in 1969 to promote the right of every woman, man and child to enjoy a life of health and equal opportunity.”

“44. “United Nations International Emergency Children’s Fund” and “UNICEF” each means an agency of the United Nations established in 1946 to provide long-term humanitarian and developmental assistance to children and mothers in developing countries.”

“45. “World Health Organization” and “WHO” each means a specialized agency of the United Nations established in 1948, which is concerned with international public health.”

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the space 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 Association of the countersigned original of this Amendment Letter.

Sincerely,

[Signature]

Gregor Linkert
Country Director for the Central Africa Republic
Africa Region

CONFIRMED AND AGREED:

CENTRAL AFRICAN REPUBLIC

[Signature]

Name of Authorized Representative

Date: April 12, 2011

Title: Ministre de l’Economie, du Plan et de la Coopération Internationale

Charge de Pol de développement.
### SECTION IV.A.2 OF SCHEDULE 2 - REVISED TABLE  
(CREDIT 5134-CF/GRANT H784-CF)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Operating Costs in Packages required for each Technical Support Package and MCH Package provided under a MCH Sub-project and to be financed out of a MCH Sub-grant under Part A (1) of the Project and paid at the Unit Price for said MCH Package</td>
<td>564,300</td>
<td>461,700</td>
<td>16.7% of amounts paid by the Recipient under the MCH Sub-grant</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants services, Training and Operating Costs under Part A(2) of the Project</td>
<td>176,000</td>
<td>144,000</td>
<td>23%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants services, Training and Operating Costs under Part B(2) of the Project</td>
<td>135,300</td>
<td>110,700</td>
<td>41.5%</td>
</tr>
<tr>
<td>(4) Goods, Minor Works, non-consulting services, consultants services, Training and Operating Costs under Part B(1) of the Project</td>
<td>387,200</td>
<td>316,800</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part B(3) of the Project</td>
<td>352,000</td>
<td>288,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part C of the Project</td>
<td>4,435,200</td>
<td>3,628,800</td>
<td>92.6%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>6,050,000</strong></td>
<td><strong>4,950,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV.A.2 OF SCHEDULE 2 - REVISED TABLE  
(MDTF-HRI TF013380)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Operating Costs in Packages required for each Technical Support Package and MCH Package provided under a MCH Sub-project and to be financed out of a MCH Sub-grant under Part A (1) of the Project and paid at the Unit Price for said MCH Package</td>
<td>7,960,000</td>
<td>83.3% of amounts paid by the Recipient under the MCH Sub-grant</td>
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<td>(2) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part A (2) of the Project</td>
<td>1,676,000</td>
<td>77%</td>
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<tr>
<td>(3) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part B (2) of the Project</td>
<td>564,000</td>
<td>58.5%</td>
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<tr>
<td>(4) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part C of the Project</td>
<td>1,000,000</td>
<td>7.4%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>11,200,000</td>
<td></td>
</tr>
</tbody>
</table>