

15 SEPT 2022, 2022

H. E. Seglaro Abel Somé
Minister of Economy, Finance and Prospective
Ministry of Economy, Finance and Prospective
Ouagadougou
Burkina Faso

Re: Burkina Faso

**Second Additional Financing for Social Safety Net Project
Scale-up and Responding to the Needs of Refugees and Host Communities
(Credit No. 6434-BF – Grant No. D476-BF)
Third Amendment to the Financing Agreement**

**Second Additional Financing for the Social Safety Net Project
Scale-up and Responding to the Needs of Refugees and Host Communities
(ASP Grant No. TF0B5311)
Second Amendment to the Grant Agreement**

**Third Additional Financing for the Social Safety Net Project
(ASP Grant No. TF0B6352)
Amendment to the Grant Agreement**

Excellency:

We refer to: (a) the Financing Agreement between Burkina Faso (“Recipient”) and the International Development Association (“Association”), dated June 19, 2019 (“Financing Agreement – Credit 6434-BF/Grant D476-BF”), as amended; (b) the Grant Agreement between the Recipient and the International Development Association, acting as administrator of the Sahel Adaptive Social Protection Program Multi-Donor Trust Fund (“Bank”), dated May 6, 2021 (“Grant Agreement – TF0B5311”), as amended; and (c) the Grant Agreement between the Recipient and the Bank, dated December 2, 2021 (“Grant Agreement – TF0B6352”) (collectively, the “Agreements”); all for the financing of the abovementioned project (“Project”). Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Agreement.

Pursuant to the Recipient’s letter of May 13, 2022, requesting specific modifications to the Agreement, the Association concurs to your request and proposes to amend the Agreements in respect of the provisions below:

Financing Agreement – Credit 6434-BF/Grant D476-BF

1. Part 4 of Schedule 1 to the Financing Agreement – Credit 6434-BF/Grant D476-BF is hereby deleted in its entirety and the following section is renumbered to maintain numerical order.
2. Section I.A.1 of Schedule 2 to the Financing Agreement – Credit 6434-BF/Grant D476-BF is hereby amended by deleting all references to “MFSNFAH” and replacing them with “Ministry of National Solidarity and Humanitarian Action”.

3. Section I.B.1(a) of Schedule 2 to the Financing Agreement – Credit 6434-BF/Grant D476-BF is hereby amended to read as follows:
 “(a) update the PIM in accordance terms of reference acceptable to the Association.”
4. Section I.E of Schedule 2 to the Financing Agreement – Credit 6434-BF/Grant D476-BF is hereby deleted in its entirety and the following sections are renumbered to maintain alphabetical order.
5. All references to “LIPW” in Section I.F of Schedule 2 to the Financing Agreement – Credit 6434-BF/Grant D476-BF are hereby deleted in their entirety.
6. The withdrawal table in Section III.A. of Schedule 2 to Financing Agreement – Credit 6434-BF/Grant D476-BF is hereby amended to read as follows:

“Category	Amount of the Credit Allocated (expressed in EUR)	Amount of the Grant (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash Transfers under Part 1(a) of the Project <i>(Pro-memoria)</i>	0	28,752,504	100%
(1A) Cash Transfers under Part 1(a) of the Project, except “Shock-Responsive Cash Transfers”.	0	31,446,385	100%
(1B) Transfer fees under Part 1(b) of the Project related to Cash Transfers under Part 1(a) of the Project	0	511,323	100%
(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Parts 1(b), 2, 3, 4 of the	891,599	4,376,333	Such percentage of Eligible Expenditures as the Association may determine for each calendar year and notified to the Recipient, starting in calendar year 2019, covered by the

Project <i>(Pro-memoria)</i>			respective AWP.
(3) Emergency Expenditures under Part 5 of the Project	0	0	
(4) Goods, works, non-consulting services, consultants' services, Training and Operating Costs and cash transfer fees under Parts 1(c), 1(d) and Part 2, and 3 of the Project except Part 2.2, Part 1(c)(iii) and part 2.1(a)(ii)	5,408,401	1,913,455	100%
TOTAL AMOUNT	6,300,000	67,000,000	100%”

7. The following definitions in the Definitions Section of the Appendix to the Financing Agreement – Credit 6434-BF/Grant D476-BF are hereby amended to read as follows:

“26. “Ministry of National Solidarity and Humanitarian Action” means the Recipient’s ministry in charge of national solidarity and humanitarian action or any successor thereto.”

“37. “Safeguard Instrument” means the ESMF.”

8. Definitions 1, 21, 22, 23, 24, 25, 35 and 36 in the Definitions Section of the Appendix to the Financing Agreement – Credit 6434-BF/Grant D476-BF are deleted in their entirety and the remaining definitions are renumbered to maintain alphabetical order.

Grant Agreement – TF0B5311

9. Section I.A.1 of Schedule 2 to the Grant Agreement – TF0B5311 is hereby amended by deleting all references to “MFSNFAH” with “Ministry of National Solidarity and Humanitarian Action”.
10. The withdrawal table in Section III.A. of Schedule 2 to Grant Agreement – TF0B5311 is hereby amended to read as follows:

“Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash transfers under Part 1(a) of the Project <i>(Pro-memoria)</i>	9,257,016	Such percentage of Eligible Expenditures as the Bank may determine for each calendar year and notified to the Recipient, starting in calendar year 2021, covered by the respective AWP.
(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Parts 1(b), 2 <i>(Pro-memoria)</i>	242,235	Such percentage of Eligible Expenditures as the Bank may determine for each calendar year and notified to the Recipient, starting in calendar year 2021, covered by the respective AWP
(1A) Shock-responsive cash transfers under Part 1(a) of the Project	442,983	100%
(1B) Transfer fees under Part 1(b) of the Project related to Shock-responsive cash transfers under Part 1(a) of the Project	57,766	100%
TOTAL AMOUNT	10,000,000”	

11. The following definitions in the Definitions Section of the Appendix to the Grant Agreement – TF0B5311 is hereby amended to read as follows:

“9. “Ministry of National Solidarity and Humanitarian Action” means the Recipient’s ministry in charge of national solidarity and humanitarian action or any successor thereto.”

“17. “Safeguard Instruments” means collectively, the ESMF and “Safeguard Instrument” means any of such Safeguards Instruments.”

Grant Agreement – TF0B6352

12. Part 4 of Schedule 1 to the Grant Agreement – TF0B6352 is hereby deleted in its entirety and the following section is renumbered to maintain numerical order.
13. Section I.A.1 of Schedule 2 to the Grant Agreement – TF0B6352 is hereby amended by deleting all references to “MFSNFAH” with “Ministry of National Solidarity and Humanitarian Action”.
14. The following definitions in the Definitions Section of the Appendix to the Grant Agreement – TF0B6352 is hereby amended to read as follows:
 - “11. “Ministry of National Solidarity and Humanitarian Action” means the Recipient’s ministry in charge of national solidarity and humanitarian action or any successor thereto.”
 - “19. “Safeguard Instruments” means collectively, the ESMF and Resettlement Policy Framework, and “Safeguard Instrument” means any of such Safeguards Instruments.
15. The withdrawal table in Section III.A. of Schedule 2 to Grant Agreement – TF0B6352 is hereby amended to read as follows:


“Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1A) Shock-responsive cash transfers under Part 1(a) of the Project	15,520,000	100%
(1B) Transfer fees under Part 1(b) of the Project related to Shock-responsive cash transfers under Part 1(a) of the Project	480,000	100%
(2) Goods, works non-consulting services, Operating Costs, Training and consulting services under Part 1(c)(iii) and Part 2.1(a)(ii)	5,000,000	100%
(3) Goods, works, non-consulting services, Operating Costs, Training and consulting services under Part 2.2 of the Project	9,000,000	100%
TOTAL AMOUNT	30,000,000”	

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

Please confirm your agreement with the foregoing amendments, 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,

INTERNATIONAL DEVELOPMENT ASSOCIATION



Maimouna Mbow Fam
Country Manager for Burkina Faso
West and Central Africa Region

AGREED:

BURKINA FASO

By: 

Name: Seglaro Abel SORE

Title: Ministre de l'Economie, des Finances et de la Prospective

Date: 15 SEPT 2022