

Date: 28-Feb-2024

HE Nicolas Kazadi Kadima
Minister of Finance
Ministry of Finance
Kinshasa – Gombe
Democratic Republic of Congo

**Ref: Democratic Republic of Congo
Multisectoral Nutrition and Health Project
(Credit No. 6441-ZR; Grant No. D4790; Credit No. 7152-ZR;
Grant N. E0720; GFF Grant No. TFA9954; and GAFSP Grant No. TF0B8631)**

**Second Amendment to the Original Financing Agreement
First Amendment to the Additional Financing Agreement
Second Amendment to the GFF Grant Agreement
First Amendment to the GAFSP Grant Agreement**

Excellency:

We refer to: (a) the Financing Agreement between Democratic Republic of Congo (the “Recipient”) and the International Development Association (the “Association”) dated June 20, 2019 (the “Original Financing Agreement”), as amended on June 16, 2022; (b) the Grant Agreement between the Recipient and the Association, acting as administrator of the Multi-Donor Trust Fund for the Global Financing Facility in Support of Every Women Every Child, dated June 20, 2019 (the “GFF Grant Agreement”), as amended on June 16, 2022; (c) the Financing Agreement between the Recipient and the Association, dated June 16, 2022 (the “Financing Agreement for the Additional Financing”); and (d) the Grant Agreement between the Recipient and the International Bank for Reconstruction and Development (“Bank”) acting as administrator for the Global Agriculture and Food Security Program, dated June 16, 2022, (the “GAFSP Grant Agreement”) for the above-referenced project (the “Project”), collectively hereinafter referred to as (the “Legal Agreements”), pursuant to which the Association/Bank (“World Bank”) has extended the above-captioned grants and credits.

The capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Legal Agreements.

We also refer to your letter No. 2233/CAB/MIN FINANCES/PP/END/2023 dated September 23, 2023 and subsequent conversations, requesting to: (a) reallocate funds between the Categories in Section III.A of the Original Financing Agreement; (b) change the Project activities; and (c) extend the time period for the completion of the Food Security Crisis Preparedness Plan to March 29, 2024. Accordingly, we are pleased to inform you that the World Bank agrees to amend the Legal Agreements in respect to the provisions below as follows:

1. Part 3.1. of Schedule 1 to the **Legal Agreements** is hereby amended to read as follows:

“Part 3.1. Implementation of a program of complementary activities in agriculture including dissemination of biofortified crops and distribution of household food production kits.”

2. Part 3.2. of Schedule 1 to the **Legal Agreements** is deleted in its entirety (and numbering is kept *pro memoria*).
3. Section I.D of Schedule 2 to the **Legal Agreements** is hereby deleted in its entirety, and the remaining Sections are renumbered accordingly.
4. The table in Section III.A of Schedule 2 to the **Original Financing Agreement** is hereby amended and replaced in its entirety to read as in the Annex to this Amendment Letter.
5. Section I.A.5(e) of Schedule 2 to the **Original Financing Agreement**, Section I.A.5(d) of Schedule 2 to the **Financing Agreement for the Additional Financing**, and Section I.B.1(l) of Schedule 2 to the **GAFSP and GFF Grant Agreements** are hereby deleted in their entirety.
6. Section I.K of Schedule 2 to the **Financing Agreement for the Additional Financing** is hereby amended to read as follows:

“K. Preparedness Plan

The Recipient shall ensure that not later than fifteen (15) months after the Effective Date, or such later date as agreed by the Association and notified in writing to the Recipient, a Preparedness Plan is prepared and adopted in form and substance acceptable to the Association.”

7. The following definitions in Appendices to the relevant Legal Agreements are hereby deleted in their entirety, and the remaining definitions are renumbered accordingly:

“Accredited Payment Agencies” means agencies contracted by a large national provider (e.g., a large national NGO or a UN agency) at the local level to be contracted to carry out Part 3 of the Project. These may include money transfer companies, microfinance institutions, telephone companies, and/or NGOs.

“Cash Transfer” means a cash transfer for an individual child under 23 months of age, or to a pregnant woman, under Part 3.1 of the Project; “Cash Transfers” means several of such cash transfers.

“*Fonds social*” means *Fonds Social de la République Démocratique du Congo*, a parastatal agency that manages social safety net programs in the territory of the Recipient established by Decree No. 009/2002 dated 5 February 2002.

“Targeted Cash Transfer Program” means the program implemented under Part 3.1 of the Project under the terms and conditions stipulated in Section I.D of Schedule 2 to this Agreement, and other such terms and conditions as may be further elaborated in the PIM.”

8. The following definitions in Appendices to the relevant Legal Agreements are hereby amended to read as follows:

““Eligible Beneficiary” means a beneficiary eligible to receive a Matching Grant provided under Part 3.3(iv) in accordance with the eligibility criteria described in Part I.G.1 of Schedule 2 to this Agreement and as further elaborated in the PIM.”

““Service Provider” means an entity acceptable to the Association, recruited by the PCT, including the Food and Agriculture Organization or an NGO for the purposes of carrying out Matching Grants under Part 3.3(iv).”

““Selected Provinces” means the Recipient’s provinces of Kasai, Kasai Central, Kwilu, South Kivu; (a) for purposes of Part 2.1 of the Project, also the Recipient’s provinces of Haut Lomami, Kwango, Mai-Ndombe, Mongala, North Kivu, South Ubangi, and Tshuapa; and (b) for purposes of Parts 3.3 and 4.4, the Recipient’s province of Tanganyika; and any other province of the Recipient as agreed by the Association and the Recipient and listed in the PIM.”

All other provisions of the Legal Agreements, except as amended herein, shall remain in full force and effect.

Please indicate your agreement with the foregoing amendments to the Legal Agreements on behalf of the Recipient by countersigning and dating this Amendment Letter. This Amendment Letter shall become effective as of the date of its countersignature.

**International Bank for Reconstruction and Development
International Development Association**

Yours sincerely,

Albert G. Zeufack

Albert G. Zeufack

Country Director for Democratic Republic of the Congo
Eastern and Southern Africa Region

CONFIRMED AND AGREED:

REPUBLIC OF DEMOCRATIC REPUBLIC OF CONGO

By: Nicolas Kazadi Kadima-Nzuji

Name: Nicolas Kazadi Kadima-Nzuji

Title: Finance minister

Date: 06-Mar-2024

Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
			(inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Operating Costs, Training for the Project except for Part 1.2 and Part 4.2(b) (<i>pro memoria</i>)	15,741,775	15,741,642	100%
(2) BPNS Subgrants under Part 1 of the Project and RH Subgrants under Part 2.2 of the Project	54,845,000	54,845,000	100% of amounts disbursed
(3) PBF Subgrants under Part 2.1 of the Project	73,683,000	73,683,000	100% of amounts disbursed
(4) Cash Transfers under Part 3.1 of the Project (<i>pro memoria</i>)	0	0	n/a
(5) CERC	18,672,000	18,672,000	100%
(6) Refund of the First Preparation Advance No. V1400-ZR	750,000	750,000	Amount payable pursuant to Section 2.07(a) of the General Conditions

(7) Refund of the Second Preparation Advance V242-ZR	2,800,000	2,800,000	Amount payable pursuant to Section 2.07(a) of the General Conditions
(8) Goods, works, non-consulting services (including Training), consulting services and Operating Costs for the Project (except 1.2, 3.3, 4.2(b) and 4.4)	10,808,225	10,808,358	100%
TOTAL AMOUNT	177,300,000	177,300,000	