H. E. José Sele Yalaghuli  
Minister of Finance  
Ministry of Finance  
Kinshasa-Gombe  
Democratic Republic of Congo

Re: DRC: Quality and Relevance of Secondary and Tertiary Education Project  
Credit Number 5655-ZR  
Grant Number D067-ZR

First Amendment to the Financing Agreement

Excellency:

We refer to: (a) the Financing Agreement between the Democratic Republic of Congo (the “Recipient”) and the International Development Association (the “Association”) dated July 9, 2015, for the abovementioned Project (the “Agreement”). 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 your letter of May 20, 2019, requesting the Association for specific amendments to the Project, we are pleased to inform you that the Association hereby agrees to amend the Agreement in respect to the provisions below:

1. The objective of the Project under Schedule 1 to the Agreement is hereby amended to read as follows:

“The objectives of the Project are to: (i) improve the teaching and learning of mathematics and science in general secondary education; (ii) enhance the relevance of TVET in priority sectors at secondary and tertiary education levels; and (iii) to provide a response in the case of an Eligible Crisis or Emergency.”

2. A new Component 4 is added under Schedule 1 to the Agreement to read as follows:

“Component 4. Contingency Emergency Response Component

Providing immediate response to an Eligible Crisis or Emergency, as needed.”
3. A new Section H is added under Schedule 2 to the Agreement to read as follows:

"G. Immediate Response Mechanism

1. In order to ensure the proper implementation of Component 4 of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall take the following measures:

   (a) prepare and furnish to the Association for its review and approval, an operations manual, which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

   (b) afford the Association a reasonable opportunity to review said proposed operations manual;

   (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");

   (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

   (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:

   (a) The Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or
Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) The Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments."

4. The Eligible Expenditures table set forth in Section IV.A.2 of Schedule 2 is deleted in its entirety and replaced with the table set forth in the Attachment to this Letter Amendment.

5. Section IV.B.1 of Schedule 2 is hereby amended to read as follows:

**"B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:

   (a) payments for Eligible Expenditures made under Category (1) prior to the date of this Agreement;

   (b) payments for Eligible Expenditures made under Category (2), until and unless two (2) Grant Agreements for Block Grant to TVET Institutions have been signed in form and substance satisfactory to the Association;

   (c) payments for Eligible Expenditures made under Category (3), until and unless two (2) Performance-Based Contracts for Block Grant to Higher Education Institutions have been signed in form and substance satisfactory to the Association; and

   (b) for payments made under Category (5), until and unless the Association is satisfied that all the following conditions have been met in respect of said activities:

      (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

      (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section G.3 (b) of this Schedule 2;

      (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of
Section G of this Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain - or have been updated in accordance with the provisions of Section G of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the CERC Part."

6. The following definitions are added and placed in alphabetical order in the Definitions Section of the Appendix to read as follows and the rest of the definitions are renumbered accordingly to maintain alphabetical order:

""Contingent Emergency Response Operations Manual" and "CERC Operations Manual", each means the annex to the Project Operations Manual referred to in Section G of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section."

""CERC Part of the Project" and "CERC Part", each means Component 4 of the Project."

""Coordinating Authority" means the FSRDC or any entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section G of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project."

""Emergency Expenditures" means the eligible expenditures required to finance the cost of the approved list of goods, works, and services necessary to support emergency mitigation, response and recovery under Component 4 of the Project and set forth in the Emergency Response Operations Manual."

""FSRDC" means Fonds Social de la RDC, the Recipient’s Social Fund, a public entity established pursuant to presidential decree no. 009/2002 of February 5, 2002 as modified through decree no. 05/063 of July 22, 2005."

All other provisions of the Agreement that have not been amended hereby, shall remain in full force and effect.

[remainder of page intentionally left blank]
Please confirm your agreement to the foregoing by signing, dating and returning to us one fully executed original of this amendment letter and retaining one original of the letter for your records. This amendment letter shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Jean-Christophe Carret
Country Director for the Democratic Republic of the Congo
Africa Region

AGREED:
DEMOCRATIC REPUBLIC OF CONGO

By
Authorized Representative

Name: Sele Yalaghulu
Title: MIN. OF FINANCE
Date: 11/01/2020
<table>
<thead>
<tr>
<th>“Category”</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed by the Credit (inclusive of Taxes)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed by the Grant (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) (a) Goods, works, non-consulting services, consultants’ services, Operating Costs, Training and Workshops for Components 1.1, 2.1, 2.2(i) and 3 of the Project</td>
<td>35,806,000</td>
<td>65%</td>
<td>19,280,000</td>
<td>35%</td>
</tr>
<tr>
<td>(1) (b) Goods, works, non-consulting services, consultants’ services, Operating Costs, Training and Workshops for Components 1.2 and 2.3(i), 2.3(iv) and 2.3(v) of the Project</td>
<td>6,815,000</td>
<td>65%</td>
<td>3,650,500</td>
<td>35%</td>
</tr>
<tr>
<td>(2) Block Grants for TVET Institutions under Component 2.2(ii) of the Project</td>
<td>13,325,000</td>
<td>65%</td>
<td>7,175,000</td>
<td>35%</td>
</tr>
<tr>
<td>(3) Block Grants for Higher Education Institutions under Component 2.3(ii) and (iii) of the Project</td>
<td>14,110,000</td>
<td>65%</td>
<td>7,598,000</td>
<td>35%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>669,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
<td>402,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(5) Emergency Expenditures under Component 4 of the Project</td>
<td>23,575,000</td>
<td>65%</td>
<td>12,694,500</td>
<td>35%</td>
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<tr>
<td>TOTAL AMOUNT</td>
<td>94,300,000</td>
<td></td>
<td>50,800,000&quot;</td>
<td></td>
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