

**OFFICIAL
DOCUMENTS**

V0020001

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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April 29, 2016

H.E. Leon Raphael Mokoko
Minister of Planning and Integration
Ministry of Planning and Integration
Republic of Congo
B.P. 4119
Brazzaville
Republic of Congo

Re: Republic of Congo: Advance Agreement for the Preparation of
Proposed Education Sector Support and System Improvement
Project

Amendment to Project Preparation Advance No. V0020001

Excellency:

We refer to the Agreement between the Republic of Congo ("Recipient") and the International Development Association ("World Bank") regarding the Proposed Education Sector Support and System Improvement Project ("Project"), dated December 23, 2015 (the "Agreement"). We also refer to the need to correct an error in the Agreement's terms of Advance. The World Bank therefore proposes to amend the Agreement as follows:

Article IV of the Annex is deleted and replaced with the following:

**"Article IV
Terms of the Advance"**

4.01. **Service Charge.** The Recipient shall pay a service charge on the Withdrawn Advance Balance at the rate of three-fourths of one percent ($3/4$ of 1%) per annum. The service charge shall accrue from the respective dates on which amounts of the Advance are withdrawn and shall be paid in arrears in accordance with the provisions of Section 4.02 of this Agreement. Service charges shall be computed on the basis of a 360-day year of twelve 30-day months.

4.02. **Repayment.** The Withdrawn Advance Balance shall be repaid by the Recipient to the World Bank (together with any service charges accrued thereon) in accordance with the provisions of Article IV of the Standard Conditions and the following provisions:

(a) *Refinancing under the Refinancing Agreement:* If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be repaid to the World Bank (together with any service charges accrued on the Advance to the date of repayment) as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of an amount of the Refinancing Proceeds equivalent to the Withdrawn Advance Balance plus such service charges, in accordance with the provisions of the Refinancing Agreement.

(b) *Repayment in the absence of a Refinancing Agreement:* If, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such


date or at any time thereafter, it has been so executed but terminates without becoming effective, then:

- (i) if the amount of the Withdrawn Advance Balance does not exceed \$50,000, it shall be repaid by the Recipient to the World Bank (together with service charges accrued on the Withdrawn Advance Balance to the date of repayment) on such date as the World Bank shall specify in a notice to the Recipient, which shall in no event be earlier than 60 days following the date of dispatch of such notice; and
- (ii) if the amount of the Withdrawn Advance Balance exceeds \$50,000, it (together with service charges accrued on the Withdrawn Advance Balance to the Notice Date) (the "Aggregate Balance") shall be paid by the Recipient to the World Bank in ten approximately equal semiannual installments, in the amounts and on the dates ("Payment Dates") which the World Bank shall specify in a notice to the Recipient. In no event shall the first Payment Date be set earlier than 60 days following the date ("Notice Date") of dispatch of such notice. The Recipient shall pay a service charge on the Aggregate Balance at the rate of three-fourths of one percent ($\frac{3}{4}$ of 1%) per annum, payable in arrears on each Payment Date. The service charge shall be computed on the basis of a 360-day year of twelve 30-day months."

All provisions of the Agreement which are not expressly modified in accordance with this letter remain unchanged.

Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the World Bank. Upon receipt by the World Bank of said original countersigned by the authorized representative of the Recipient and dated, this amendment shall become effective as of the date of countersignature of this letter.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By 
Ahmadou Moustapha Ndiaye
Country Director for Republic of Congo
Africa Region

AGREED:
REPUBLIC OF CONGO

By Gouverneur
Authorized Representative

Name Mokoko Léon Raphaël
Title Ministre du Plan et de l'intégration

Date: _____



Hon. Davies Mwila
H.E. Dr. Mustapha S. Kaloko
H.E Ambassador William Lacy Swing
Honorable Minister
H.E Commissioner
Director General

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April 28, 2016

Cc:

- Mrs. Ina-Marlene E. Ruthenberg, Country Manager, Lusaka, Zambia, World Bank.

Hon. Davies Mwila
H.E. Dr. Mustapha S. Kaloko
H.E Ambassador William Lacy Swing
Honorable Minister
H.E Commissioner
Director General

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April 28, 2016

Bcc: *A.M Ndiaye, D. Ndikumana, V.M. Okito, J. Wanga (AFCC2); Y. Amde., N. Ford (AFCCD); B. Bird, M. Murti (AFCE1); S. Dicko Ba (AFRVP); G. Zhe Chen (AFCS1).
WBdocs: AFCCD*