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CONFORMED COPY

February 22, 2011

Hon. Niko Lee Hang
Minister of Finance
Ministry of Finance
6th Floor,
Central Bank Building,
Apia,
Samoa

Dear Minister

**Independent State of Samoa: First Amendment to the Grant Agreement
for PRIF Multi-Donor Trust Fund Grant to Co-finance the
Samoa Post Tsunami Project (TF098846)**

We refer to the Grant Agreement (“Grant Agreement”) dated February 8, 2011 between Independent State of Samoa (“Recipient”) and International Development Association (“Association”) acting as administrator of grant funds provided under the Pacific Region Infrastructure Facility Multi-Donor Trust Fund.

We are pleased to inform you that the World Bank hereby agrees to amend the Grant Agreement as follows:

1. **After Section 2.03 (c) and before Section 2.04 of the Annex to the Grant Agreement the following new text is inserted:**

“(d) *Safeguards.* The Recipient shall cause or cause to:

- (i) carry out the Project in accordance with the provisions of the Environmental and Social Screening and Assessment Framework and the Land Acquisition and Resettlement Framework, as the case may be; and
- (ii) not abrogate, amend assign, repeal, suspend or waive the provisions of the Environmental and Social Screening and Assessment Framework and the Land Acquisition and Resettlement Framework, without the prior written agreement of the World Bank.

(e) Without limitation on the provisions of Section 2.03(d) of this Annex, the Recipient shall prepare and furnish to the Association as part of each Project Report the progress with respect to the implementation of the Environmental and Social Screening and Assessment Framework and the Land Acquisition and Resettlement Framework, and inform the World Bank of any event which interferes or which threatens to interfere with the timely implementation of either one thereof.”

2. **Section 3.02 of the Annex to the Grant Agreement (“Withdrawal Conditions”) is amended to read:**

“**3.02 *Withdrawal Conditions.*** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$700,000 equivalent may be made for payments made prior to this date but on or after January 15, 2010; or

(b) until the Recipient has furnished to the World Bank evidence satisfactory to the World Bank that:

(i) the Recipient has taken or caused to be taken all actions necessary to ensure full compliance with all applicable environmental and social safeguards policies of the World Bank related to the relevant works proposed to be financed under Parts A.1 and A.2 of the Project, including: (i.1) a written report acceptable to the World Bank describing the prior and informed consultations that have taken place with any Displaced Persons, such report to have been signed by the authorized representative(s) of such Displaced Persons; (i.2) evidence satisfactory to the World Bank of payment of compensation to Displaced Persons; and (i.3) copies of the environmental management plans, satisfactory to the World Bank, that were included in each of the relevant construction contracts; in each case consistently with the principles and guidelines set forth or referred to in the Environmental Policy Framework and the Land Acquisition and Resettlement Framework, as the case may be; and

(ii) the Recipient has taken actions satisfactory to the World Bank that: (ii.1) the Program Steering Committee’s membership and responsibilities in respect of the Project pursuant to paragraph 1 of Section I of Schedule 2 to the Financing Agreement; (ii.2) the Project Implementing Entity has appointed a Project component manager in accordance with paragraph 3(a) of Section I of Schedule 2 to the Financing Agreement; and (iii) the Recipient has appointed a Project component manager in accordance with paragraph 3(b) of Section I of Schedule 2 to the Financing Agreement.”

3. **Section 5.01(e) and (f) of the Annex to the Grant Agreement are hereby deleted.**

All of the terms and conditions of the Financing Agreement that have not been amended pursuant to this amendment letter shall remain unchanged and in full force and effect.

Please confirm your agreement on behalf of the Recipient to the amendment set out above by signing the form of confirmation set out below, returning one fully executed original of this amendment letter to us at your earliest convenience and retaining one original for your records. This amendment to the Financing Agreement shall become effective upon signature by both parties.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By/s/ Ferid Belhaj

Ferid Belhaj
Country Director
Timor-Leste, Papua New Guinea and
Pacific Islands
East Asia and Pacific Region

INDEPENDENT STATE OF SAMOA

By/s/ Niko Lee Hang

Name: Niko Lee Hang

Title: Minister of Finance

Date: 28.2.11