

The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
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August 3, 2012

Hon. Kosti Manibe Ngai
Minister
Ministry of Finance and Economic Planning
Juba, Republic of South Sudan

Re: South Sudan – MDTF-SS Grant No. TF096197
Water Supply and Sanitation Project
First Amendment to Grant Agreement

Honorable:

We refer to the MDTF-SS Grant Agreement dated February 5, 2010 (the “Agreement”) between the Government of Southern Sudan (the “Recipient”) and the International Development Association (IDA), as administrator of grant funds provided by various donors under the Multi-Donor Trust Fund for Southern Sudan (MDTF-SS). We also refer to your letter dated March 21, 2012 requesting certain amendments to the Agreement. Further, we wish to acknowledge the legal fact of the creation of the sovereign state of South Sudan in the region formerly known as Southern Sudan which replaces the Government of Southern Sudan as the Recipient of this Grant. We are pleased to inform you that IDA agrees to your request and proposes to amend the agreement as follows:

1. The first paragraph of the Agreement is amended to read as follows:

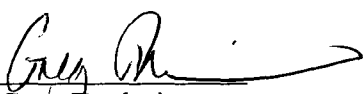
In response to the request for financial assistance made on behalf the **Republic of South Sudan** (“Recipient”), I am pleased to inform you that the International Development Association (“World Bank”), acting as administrator of grant funds provided by various donors under the Multi-Donor Trust Fund for Southern Sudan (“MDTF-SS”), proposes to extend to the Recipient for the benefit of **South Sudan** (“Member Country”), a grant in an amount not to exceed thirty million Dollars (USD 30,000,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

2. Section 2.01 of the Annex to the Agreement is amended to read as follows:

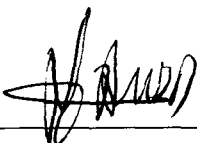
- 2.01. **Project Objectives and Description.** The objective of the Project is to increase access to water supply and sanitation in all states of South Sudan.
3. The table at paragraph 3.01 of the Annex to the Agreement is deleted in its entirety and replaced by the table annexed to this letter (Letter of Amendment) as Attachment I.
 4. The Closing Date at Section 3.03 of the Annex to the Agreement shall read **December 31, 2012.**
 5. The term "Southern Sudan" as used in the Agreement is replaced by the term "South Sudan", unless the context suggests otherwise.

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter of Amendment. Upon receipt by IDA of the copy of this Letter of Amendment countersigned by you, this Letter of Amendment will become effective as of the date of countersignature.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Greg Toulmin
Acting Country Director for South Sudan

AGREED:
REPUBLIC OF SOUTH SUDAN

By: 

for/ Hon. Kosti Manibe Ngai
Minister of Finance and Economic Planning

Date: 10-8-2012

Attachment I

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, services and Workshops and Training	13,233,136	100%
(2) Works	16,286,864	100%
(3) Operating Costs	480,000	100%
TOTAL AMOUNT	30,000,000	