Honourable Goodall E. Gondwe  
Minister of Finance, Economic Planning and Development  
Ministry of Finance, Economic Planning and Development  
P.O. Box 30049  
Lilongwe 3  
Malawi

Honourable Minister:

Re:  Grant No. TF012935  
Mining Governance and Growth Support Project  
Second Amendment to Letter Agreement

We refer to the Letter Agreement dated August 13, 2012 ("Agreement") for the above referenced Trust Fund Grant ("Grant") between the Republic of Malawi ("Recipient") and the International Development Association ("World Bank"), acting as administrator of grant funds provided by the European Union, represented by the European Commission (the "Commission" or the "Donor") under the Malawi Mining Technical Assistance Project Trust Fund, as amended (TF071885). We also refer to your request dated October 22, 2015, to extend the Closing Date of the Grant and the understanding reached with the Recipient to amend the Agreement with a view to incorporate the document retention requirements of the Donor.

We are pleased to inform you that the Association hereby agrees to your request. To this effect, the Association proposes to retroactively amend the Agreement as set forth in the Attachment to this letter.

All other provisions of the Agreement, except as herein retroactively amended, shall remain in full force and effect.
Please confirm your agreement with the proposed retroactive amendment, on behalf of the Recipient, by countersigning and dating the two original copies of this amendment letter and returning one countersigned and dated original to us. Upon receipt by the Association of the countersigned and dated original copy, the amendment shall become effective as of the date of countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Bella Bird
Country Director for Tanzania, Burundi, Malawi and Somalia
Africa Region

AGREED:

REPUBLIC OF MALAWI

[Signature]
By: [Name]

Title: [Ministry Financial (Malawi)]

Date: 30/5/2017

Enclosures:
1. Article II (Project Execution) of the Annex to the Agreement is retroactively modified as follows:

A new Section 2.05 is inserted after Section 2.04 and the subsequent Sections of Article II are renumbered accordingly:

"2.05. In addition and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the World Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor."

2. Section 3.03 (Withdrawal Period) of Article III (Withdrawal of Grant Proceeds) of the Annex to the Agreement is retroactively amended to read as follows:

"3.03. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 15, 2017."