Mr. Soumaïla Cissé  
Président de la Commission de l’Union Economique et Monétaire Ouest Africaine  
Ouagadougou  
Burkina Faso

Dear Mr. Cissé,

Re: West Africa Regional Biosafety Project (GEF Trust Fund Grant TF091199)  
Second Amendment to the Trust Fund Grant Agreement

We refer to the above referenced Trust Fund Grant Agreement ("Grant Agreement") between the International Bank for Reconstruction and Development, acting as an implementing agency of the Global Environment Facility ("World Bank") and the Union Economique et Monétaire Ouest Africaine or West African Economic and Monetary Union ("Recipient"), dated February 2, 2008, as amended thereof. We also refer to the letter from the Recipient, dated May 12, 2011, requesting certain amendments to the Grant Agreement to facilitate the implementation of the Project activities.

We are pleased to inform you that the World Bank concurs with the Recipient’s request, and hereby agrees to amend the Grant Agreement as follows.

1. Article II of the Grant Agreement is amended to read as follows:

   "2.01. The Recipient declares its commitment to the Program and to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project, in accordance with the provisions of Article II of the Standard Conditions.

   2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement."

2. The Project description in Schedule 1 to the Grant Agreement is amended to read as follows:

   "The objectives of the Project are to: (a) strengthen the institutional, scientific and legal capacity of the West African Economic and Monetary Union Commission and Member States in relation to the Cartagena Protocol on Biosafety in the sub-region, and (b) support the preparation of a draft regional regulatory biosafety framework."
3. Part A (ii) of Schedule 1 to the Grant Agreement is amended to read as follows:

“(ii) establishing a national reference laboratory with a regional dimension for biosafety in Burkina Faso, and upgrading a network of national biosafety laboratories in the remaining seven Member States;”

4. Part B of Schedule 1 to the Grant Agreement is amended to read as follows:

“Part B – Preparing a draft regulatory regional biosafety framework
Establishing an institutional, legal and regulatory regional biosafety framework, through support in: (i) preparing a regional law and regulation on biosafety; (ii) identifying an institutional framework to accompany the dissemination and implementation of the legal and regulatory regional biosafety framework in the Member States; and (iii) strengthening regional institution capacity building for the implementation of the Project.”

5. Part C of Schedule 1 to the Grant Agreement is amended to read as follows:

“Part C – Increasing the human, institutional, legal and regulatory capacity of Member States on Biosafety to implement the Cartagena Protocol on Biosafety

Strengthen the human, institutional, legal and regulatory capacity of Member States to implement the Cartagena Protocol on Biosafety through training and study tours, including on intellectual property rights.”

6. Section I of Schedule 2 to the Grant Agreement is amended by inserting sub-section 6, which reads as follows:

“6. Anti-Corruption
The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.”

7. Sub-paragraph 1(b) of Section II.A of Schedule 2 to the Grant Agreement is amended to read as follows:

“The performance indicator referred to above in sub-paragraph (a) consist of the following:

- At least twenty-five percent (25%) of trained researchers and other stakeholders apply the knowledge they have acquired in their activities related to biosafety by the end of the Project;

- A draft regional regulatory biosafety framework available by the end of the Project.”
8. The table in sub-paragraph 2 of Section IV.A of Schedule 2 to the Grant Agreement is revised as follows:

<table>
<thead>
<tr>
<th>&quot;Category&quot;</th>
<th>Amount of the Grant Allocated (Expressed in United States Dollars)</th>
<th>Percentage of Expenditures to be Financed (inclusiv of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultant services, Audits and Training</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Operating Costs</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Unallocated</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(4) Goods</td>
<td>1,400,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

TOTAL 5,400,000

9. Item (1) of Appendix 1 to the Grant Agreement is amended to read as follows:


10. Appendix 1 to the Grant Agreement is amended by inserting items (8), (9) and (10), which read as follows:


9. "Environmental Management Plan" means the Recipient’s plan for managing the environmental and social impact of the construction and operation of a new laboratory under Part A (ii) of the Project, prepared and publicly disclosed pursuant to the Environmental and Social Management Framework and in manner and substance satisfactory to the World Bank.”

10. “Training” means the costs associated with training and workshop participation of personnel involved in the implementation of the Project including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training courses and workshop preparation and implementation."
Except as specifically amended in accordance with the provisions of the above paragraphs, all terms and conditions of the Grant Agreement otherwise remain in full force and effect.

Please note that it is the World Bank's policy to make publicly available this letter of amendment and any information related thereto, after this letter of amendment has become effective and the Recipient has given its consent to such disclosure. The Recipient, by countersigning this letter of amendment, confirms its consent to such disclosure.

Please indicate your agreement with the terms of this letter of amendment by countersigning and dating the form of confirmation below and returning one signed original copy of this letter for our files. Upon receipt of a copy of this letter of amendment duly countersigned by an authorized representative of the Recipient, this letter of amendment shall enter into effect as of the date of countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as an implementing agency of the Global Environment Facility

By /s/ Yusupha B. Crookes
Director Regional Integration
Africa Region

AGREED:
UNION ECONOMIQUE ET
MONETAIRE OUEST-AFRICAINE

By: /s/ Soumaila CISSE
Title: President de la Commission
Date November 3, 2011