Dear Honorable Minister Sabuni:

We refer to the Grant Agreement dated October 31, 2013, entered into between the Republic of South Sudan ("Recipient") and the International Development Association ("World Bank") acting as Trustee of the Food Price Crisis Response Trust Fund and Global Food Crisis Response Program Trust Fund (the "Grant Agreement"). We also refer to the related letter of the Ministry of Finance, Commerce, Investment and Economic Planning dated February 7, 2014 regarding additional financing for the Emergency Food Crisis Response Project.

We are pleased to inform you that, after due consideration, the World Bank concurs with the request, and consequently the Grant Agreement is hereby amended as set forth below.

1. Schedule 1 to the Grant Agreement is deleted in its entirety and replaced with the following:

   "Project Description"

   The objective of the Project is to support adoption of improved technologies for food production and storage, and provide cash or food to eligible beneficiaries in the territory of the Recipient.

   The Project consists of the following parts:

Part 1: Supporting Agriculture Productivity

   Support to reduce vulnerability of selected farmers to food price escalation through financing activities to increase their own production and improve postharvest handling and management of food crops, including, inter alia: purchase and distribution of better planting materials and seeds, agricultural tools and better production technologies; technical advice to increase household food production; construction of low-cost food storage facilities and granaries at household and community levels, and rehabilitation of seed processing infrastructure at Palotaka Basic Seed Center.

Part 2: Strengthening Community Safety Nets

   (a) Carry out a labor-intensive public works program focusing on enhancing agricultural productivity, including construction of community roads and village food storage facilities to create temporary job opportunities and income for the food insecure populations.

   (b) Provide direct food support for vulnerable persons who for several reasons are unable to participate in public works.
Part 3: Project Management, Monitoring and Evaluation

Support the Recipient to undertake overall coordination, financial management, procurement, monitoring, reporting and evaluation of activities under the Project."

2. Section I.B. of Schedule 2 to the Grant Agreement is deleted in its entirety and replaced with the following:

"B. Operational Manual

In order to facilitate the implementation of the Project, the Recipient shall adopt, not later than one (1) month after the Effective Date, an Operational Manual whose substance shall be satisfactory to the Association. The Operational Manual shall provide details on implementation procedures required to carry out the Project including administrative, procurement, financial, technical and implementation arrangements, and (i) terms and conditions and selection criteria of the Beneficiaries to receive cash for work for carrying out public works under Part 2(a) of the Project, and (ii) eligibility criteria to be implemented through a facilitated community targeting process for direct food support to the more vulnerable among the food insecure segments of the population under Part 2(b) of the Project; (iii) the Recipient shall carry out the Project in accordance with the Operational Manual; and (iv) the Recipient shall not amend, abrogate or waive the Operational Manual or any part thereof without the prior written approval of the Association."

3. Section I.C. of Schedule 2 to the Grant Agreement is deleted in its entirety and replaced with the following:

"C. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the: (i) Environmental and Social Management Framework; (ii) Pest Management Plan; (iii) Resettlement Policy Framework; (iv) any Environmental Assessment, including the Environmental and Social Management Plans, developed for the Project; and (v) any Resettlement Action Plans, developed for the Project; and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. Wherever required in accordance with the provisions of the Frameworks and Plans referred to in paragraph 1 of this Part C, the Recipient shall:

(i) for the purposes of any sub-Project or investment under the Project, and prior to implementation thereof, proceed to have an Environmental Management Plan and/or Resettlement Action Plan, as the case may be: (a) prepared in form and substance satisfactory to the Association; and (b) except as otherwise agreed with the Association, submitted to the Association for review and approval, and thereafter adopted and locally disclosed; and

(ii) take all measures necessary on its part to regularly collect, compile, and submit to the Association, on a quarterly basis, reports on the status of compliance with such Frameworks and Plans, giving details of: (a) measures taken in furtherance of such Frameworks and Plans; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Frameworks and Plans; and (c) remedial measures taken or required to be taken to address such conditions.
3. The Recipient shall ensure that the environmental officer within the PIU shall oversee the day-to-day implementation of said Environmental Assessment, Frameworks, and Plans.”

4. Section III.C of Schedule 2 to the Grant Agreement is deleted in its entirety and replaced with the following:

“C. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding in accordance with the Recipient’s applicable legal framework consisting of the Interim Public Procurement and Disposal Regulations dated June 29, 2006, provided that such procedures comply with the provision of Section I and paragraphs 3.3 and 3.4 of the Procurement Guidelines; (C) Shopping; (D) Direct Contracting; (E) Community Participation procedures which have been found acceptable to the World Bank; (F) Procurement from United Nations agencies; and (G) Force Account.”

5. The table in Section IV.A.2 of Schedule 2 to the Grant Agreement is deleted in its entirety and replaced with the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the FPCR Grant Allocated (expressed in USD)</th>
<th>Amount of the GFCRP Grant Allocated (expressed in USD)</th>
<th>Total Amount of the Third Additional Grant (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Works, Non-consulting Services, Consultants’ Services, Operating Costs, and Training and Workshops for Parts 1 and 3 of the Project</td>
<td>1,230,000</td>
<td>2,300,000</td>
<td>3,530,000</td>
<td>100%</td>
</tr>
<tr>
<td>Goods, Works, Non-consulting Services, Consultants’ Services, Operating Costs, and Training and Workshops for Part 2 of the Project</td>
<td>2,500,000</td>
<td>1,500,000</td>
<td>4,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,730,000</td>
<td>3,800,000</td>
<td>7,530,000</td>
<td></td>
</tr>
</tbody>
</table>
The following definitions are added to Article I, Section 1.02 of the Grant Agreement:

"Environment and Social Management Framework" means the Recipient's framework, dated May 1, 2013; agreed with the Association and setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Framework.

"Environmental Assessment" means the Recipient's assessment agreed with the Association and setting out the potential adverse environmental and social impact of the Project and measures for the offsetting, reduction, or mitigation of such impact, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said assessment.

"Environmental and Social Management Plan" or "ESMP" means an environmental and social management plan to be prepared by the Recipient, pursuant to the requirement of paragraph C.2 of Section I of Schedule 2 to this Agreement, giving details of the magnitude of the environmental and social impacts, as well as the specific actions, measures, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions and measures, in order to address any environmental and social impacts arising from the Project.

"Pest Management Plan" means the Recipient's plan, dated May 1, 2013; agreed with the Association and setting out the measures to be taken for the development and implementation of integrated pest management and safe handling of agro-chemicals in the course of Project implementation, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said plan.

"Resettlement Action Plan" means the Recipient's plan, prepared pursuant to the Resettlement Policy Framework and agreed with the Association and setting out the procedures, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project in accordance with the provisions of the Resettlement Policy Framework (as hereinafter defined), as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Plan.

"Resettlement Policy Framework" means the Recipient's framework, dated May 1, 2013; agreed with the Association and setting out arrangements for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Framework.

Except as specifically amended by this amendment letter, all other provisions of the Grant Agreement remain in full force and effect.
Please confirm your agreement to the foregoing by signing the form of confirmation set forth below and returning one fully executed original of this amendment letter to us and retaining one original for your records. This amendment letter shall become effective as of the date of countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Bella Bird
Country Director for South Sudan
Africa Region

AGREED:

REPUBLIC OF SOUTH SUDAN

[Signature]

By: [Authorized Representative]
Name: [HON. AGGREY TISA GABUNI]
Title: [MINISTER OF FINANCE]

Date: [APRIL 9, 2014]