His Excellency Amadou Boubacar Cissé  
Minister of State in charge of Planning, Territorial Development and Community Development  
Niamey  
Republic of Niger  

Excellency:  

REPUBLIC OF NIGER: Grant No. TF 011426  
(Community Action Project for Climate Resilience)  
Amendment to the Strategic Climate Fund – Pilot Program for Climate Resilience  
Grant Agreement  

We refer to the Strategic Climate Fund – Pilot Program for Climate Resilience Grant Agreement (the Agreement), dated February 9, 2012, for the above-mentioned Project, between the Republic of Niger (the Recipient) and the International Bank for Reconstruction and Development (the World Bank) acting as implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund. We also refer to your letter no. 00000051 dated February 7, 2014, requesting: (i) a revision of the implementation arrangement; and (ii) a reallocation of funds. Capitalized terms used in this amendment letter and not otherwise defined herein have the meaning ascribed to them in the Agreement.  

We are pleased to inform you that the World Bank accedes to your request.  

The World Bank proposes to amend the Agreement as follows:  

1. Section I.A.2(b) of Schedule 2 to the Agreement is to read as follows:  

“(b) Without limitation to the generality of paragraph (a) immediately above, the PPCR Coordination Unit, shall, inter alia, ensure coordination of the SPCR’s activities.”  

2. Section I.A.3 of Schedule 2 to the Agreement is to read as follows:  

“3.  

(a) The Recipient has established the PCU with attributions and composition satisfactory to the World Bank.  

(b) Without limitation to the generality of paragraph (a) immediately above, the PCU shall be responsible for, inter alia, the overall coordination of the Project, including the Project’s fiduciary aspects, comprising financial management, accounting, procurement, reporting, monitoring and evaluation.”  

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(c) Without limitation to the generality of paragraph (a) immediately above, the Recipient shall transfer to the PCU the following staff of the CAP2 NCU currently working for the Project: (i) a quality control specialist, (ii) a monitoring and evaluation specialist, (iii) a procurement assistant, (iv) one accountant and three assistant accountants; and (v) an administrative and financial manager.

(d) Without limitation to the generality of paragraph (a) immediately above, the Recipient shall recruit, in accordance with the provisions of Section III of Schedule 2 to the Agreement, or nominate, in each case on the basis of terms of reference, qualifications and experience satisfactory to the World Bank, a Project coordinator."

3. In Section 2.01 of the Agreement, in Sections I.A.4(b), I.A.5(e), I.B.1(c), and I.E.1 of Schedule 2 to the Agreement, as well as in definition 27 (Operating Costs) of the Appendix to the Agreement, references to "CAP2 NCU" are replaced by references to "PCU".

4. The table in Section I'.A.2 of Schedule 2 to the Agreement is replaced by the new table attached to this agreement as Annex 1.

5. In the Appendix to the Agreement, the following definition is added as definition 28, and the following definitions are renumbered accordingly:

"28. "PCU" means the project coordinating unit established under the Recipient's ministry responsible for planning, territorial administration and community development, with attribution, composition and resources acceptable to the World Bank for the purpose of, inter alia, coordinating the implementation of the Project activities."

All other provisions of the Agreement except as amended herein, shall remain in full force and effect.

This amendment shall become effective as of the date of the notice of effectiveness from the World Bank to the Recipient, confirming that the World Bank has accepted the supporting documents provided by the Recipient to the World Bank to establish that the following conditions of effectiveness have been satisfied:

(i) The Recipient has adopted a revised Project Implementation Manual and Manual of Financial, Accounting and Administrative Procedures in form and substance satisfactory to the World Bank, in order to, inter alia, reflect the changes made pursuant to the provision of this amendment letter.

(ii) The Recipient has established the PCU, transferred consultants to the PCU and recruited or nominated a Project coordinator in accordance with the provisions of section I of this amendment letter.

(iii) The Recipient has revised the composition of the Technical Coordination Committee to reflect the replacement of CAP2 NCU by the PCU, in a manner acceptable to the World Bank.

(iv) The amendment letter reflecting similar revisions in the SCF-PPCR Loan Agreement has been signed and delivered, and all conditions of effectiveness
of said amendment (except for the condition that this amendment has become effective) have been fulfilled.

However this amendment letter shall be terminated if it has not become effective on the date which falls ninety (90) days after the date of its countersignature by the Recipient, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section.

Please confirm your agreement to the amendment by countersigning, dating and returning to us the enclosed copy of this letter, while keeping one original for your records.

Sincerely,

Paul Noumba Um
Country Director for Niger
Africa Region

AGRED:

REPUBLIC OF NIGER

By: 

His Excellency Mr. Amadou Boubacar Cissé
Minister of State in charge of Planning,
Territorial Development and Community Development

Date: December 20, 2014
## Annex 1
### Revised Disbursement Table

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services and Training,</td>
<td>8,599,824</td>
<td>100%</td>
</tr>
<tr>
<td>under the Project, except Sub-Component 2.1(a) and Matching Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Goods, consultants' services and Training, under sub-component 2.1(a) of the Project</td>
<td>1,490,110</td>
<td>40%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants' services and</td>
<td>15,542,506</td>
<td>40% of amounts disbursed</td>
</tr>
<tr>
<td>Training financed through Matching Grants under sub-component 2.1(b) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consultants' services and</td>
<td>3,358,769</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>Training financed through Matching Grants under sub-component 2.2(b)(i) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Consultants' services and Training financed through Matching Grants under sub-component 2.2(b)(ii) of the Project</td>
<td>1,136,232</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, works, consultants' services and Training financed through</td>
<td>1,369,011</td>
<td>100%</td>
</tr>
<tr>
<td>Matching Grants under sub-component 2.2(b)(i)(iii) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7) Goods, consultants' services and Training financed through Matching Grants under sub-component 2.2(b)(iv) of the Project</td>
<td>708,296</td>
<td>100%</td>
</tr>
<tr>
<td>(8) Operating Costs under the Project</td>
<td>2,795,252</td>
<td>100%</td>
</tr>
<tr>
<td>(9) Unallocated</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>35,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Cleared by and bcc: Marie Roger Augustin (LEGAM)

bcc: P. Um, H. Maiga, (AFCW3); B. Bosquet, D. Lotayef, K. Bougadaré, V. Vaselopulos (GENDF); N. Coffi, H. Barké, H. Djimba, M. Tcholé (AFMNE); P. Ridolfi, M. Faucoumpré (AFCML); I. Sanoussi (AFTPW); B. Sall (AFTA1); A. Diallo, M. De Marigny, A. Okwako, L.C. Meka (CTRLA); R. Costache (LEGAM); TACT; W3Docs.