May 17, 2017

H. E. Amadou Ba
Minister of Economy and Finance
Ministry of Economy and Finance
Dakar
Republic of Senegal

Republic of Senegal: Building Resilience to Food and Nutrition Insecurity Shocks Project
(JSDF Grant No. TF0A3526)

First Amendment to Grant Agreement

Excellency:

We refer to the Grant Agreement dated February 21, 2017 (“Agreement”), between the Republic of Senegal (“Recipient”) and the International Development Association (“World Bank”), acting as Administrator of grant funds provided by Japan (“Donor”) under the Japan Social Development Fund. We also refer to the need to make some modifications to the Agreement. Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreement as applicable.

I am pleased to inform you that the World Bank proposes to amend the Agreement as set forth below:

1. In Section 1.02 of the Agreement, paragraph (i) is amended to read as follows:

“(i) “Operating Costs” means the incremental expenses incurred on account of Project implementation, including office rental fees, equipment maintenance, office maintenance and administration costs, utilities, communication and insurance costs, vehicle operation and maintenance, travel, and per diem, but excluding salaries of officials the Recipient’s civil service.”

2. In Section 1.02 of the Agreement, the following new paragraphs are added and the existing paragraphs are renumbered accordingly:

(a) “Beneficiary” means any eligible women organization or vulnerable household who is a beneficiary of a Sub-grant for a Sub-project.

(m) “Sub-grant” means a grant to be made to a Beneficiary out of the proceeds of the Grant for a Sub-project under Part A(c) and Part B of the Project.
(n) "Sub-grant Agreement" means an agreement to be entered into between the Recipient and a Beneficiary providing a Sub-grant for a Sub-project.

(o) "Sub-project" means a specific small scale project to be carried out by a Beneficiary under Part A(c) and Part (B) of the Project.

3. In Section 2.01 of the Annex to the Agreement, the Objective of the Project is amended to read as follows:

"Project Objectives and Description. The objective of the Project is to provide access to food and nutrition security enhancing services among vulnerable households in selected areas through the promotion of appropriate new technologies in selected areas of the Recipient’s territory. The Project consists of the following parts:"

4. In Section 2.03 of the Annex to the Agreement, three new paragraphs (j), (k) and (l) are added to read as follows:

"Sub-grants

(j) The Recipient shall make Sub-grants to Beneficiaries for the purpose of financing Sub-projects in accordance with eligibility criteria and procedures acceptable to the World Bank and further described in the Project Implementation Manual, including *inter alia*:

(i) No proposed Sub-project shall be eligible for financing under a Sub-grant to a Beneficiary unless the Recipient shall have determined, in accordance with guidelines acceptable to the World Bank and elaborated in the Project Implementation Manual, that the Sub-project is: (A) technically feasible and economically and financial viable; and (B) meet the eligibility criteria as detailed in the Project Implementation Manual.

(ii) the proposed Beneficiary will carry out activities aimed at empowering women organizations and assisting vulnerable households with new technologies for food production, transformation and preparation.

(k) The Recipient shall make each Sub-grant under a Sub-grant Agreement with the respective Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

(i) the Sub-grant shall be made on a non-reimbursable grant basis;

(ii) the Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including:

(A) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Sub-grant Agreement; and
(B) require the Beneficiary to: (1) carry out the Sub-project with due diligence and efficiency in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including, without limitation, the generality of the foregoing in accordance with: the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (2) provide, promptly as needed, the resources required for the purpose of the Sub-project; (3) procure the goods and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement; (4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Sub-project and the achievement of its objectives; (5) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; (6) prepare and furnish to the Recipient and the World Bank all such information, as the Recipient or the World Bank shall reasonably request relating to the foregoing; and (7) promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the Sub-project or the performance by the Beneficiary of its obligations under the Sub-grant Agreement.

(1) The Recipient shall exercise its rights under each Sub-grant Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.”

5. In Section 3.01 of the Annex to the Agreement, the Eligible Expenditures table is amended as set forth in the Attachment to this letter.

All the terms and conditions of the Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

[Remainder of page intentionally left blank]
Please indicate your agreement with the foregoing amendments on behalf of the Recipient by countersigning and dating two (2) original copies of this Amendment Letter and returning one countersigned original to us. Upon receipt by the World Bank of the countersigned copy, this amendment shall become effective as of the date of this Amendment letter.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION
(Acting as Administrator of the Japan Social Development Fund)

Louise Cord
Country Director for Senegal
Africa Region

AGREED:

By:
Name:  
Title:  
Date:  

9 JUIN 2017
<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>
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<tbody>
<tr>
<td>(1) Consultants’ services</td>
<td>455,000</td>
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<tr>
<td>(2) Training</td>
<td>569,000</td>
<td>100%</td>
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<td>(3) Goods</td>
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<td>(4) Sub-projects for Part A(c) and Part B</td>
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<tr>
<td>(5) Operating Costs</td>
<td>216,818</td>
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<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>2,821,727</strong></td>
<td></td>
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