Cr. Danilo Astori  
Presidente de la Asamblea General  
Poder Legislativo de la República Oriental del Uruguay  
Palacio Legislativo  
Avda. de las Leyes S/N.  
Código Postal 10100  
Montevideo  
República Oriental del Uruguay

Re: URUGUAY: IDF Grant for Institutional Strengthening to Promote Equitable Access of Society to the Legal System Project - Grant No. TF097964  
First Amendment to the Grant Agreement

Dear Sir:

Please refer to the Grant Agreement (the “Grant Agreement”) between the International Bank for Reconstruction and Development (the “World Bank”) and the Legislative (Poder Legislativo) of the República Oriental del Uruguay (the “Recipient”), dated October 19, 2010, for the above-referenced Project. Capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Grant Agreement.

In response to the Recipient’s letter to the World Bank dated July 30, 2013, requesting to: (i) reallocate funds among disbursement Categories; (ii) include Non-Consultant Services in a new disbursement Category; (iii) include National Competitive Bidding as a particular method of procurement of goods and services (other than Consultant’s Services); and (iv) modify one Project indicator, I am pleased to inform you that the World Bank concurs with your request and therefore proposes to amend the Grant Agreement as follows:

1. The following new definition is added (in its corresponding alphabetical order) to Section 1.02 of Article I of the Annex to the Grant Agreement:

   “‘Non-Consultant Services’ means logistical service expenses for media campaigns, as well as other services, acceptable to the World Bank, which are not rendered by consultants, obtained at reasonable cost on account of Project implementation and which are not covered in the definition of Training.”

2. Section 2.04 (b)(i) of Article II of the Annex to the Grant Agreement is amended and replaced to read in its entirety as follows:

   “(b) (i) A collaboration agreement is signed among the Selected Agencies in charge of the implementation and supervision of one or more of the Selected Norms, under terms and conditions acceptable to the World Bank.”

October 3, 2013
3. Section 2.06 (d) of Article II of the Annex to the Grant Agreement is amended and replaced to read in its entirety as follows:

“Particular Methods of Procurement of Goods and Services (other than Consultants’ Services). The following methods may be used for the procurement of Goods and Services (other than Consultants’ Services), for those contracts which the World Bank agrees meet the requirements set forth in the Procurement Guidelines for their use: (A) Shopping; (B) Direct Contracting; and (C) National Competitive Bidding.”

4. The table in Section 3.01 of Article III of the Annex to the Grant Agreement is replaced in its entirety to read as follows:

<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) Consultants’ Services (including audits)</td>
<td>216,200</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Training</td>
<td>38,980</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Non-Consultant Services</td>
<td>130,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>385,180</td>
<td></td>
</tr>
</tbody>
</table>

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. Thenceforward, the provisions set forth in this Amendment Letter shall become effective as of the date of the countersignature and all other provisions of the Grant Agreement, except as amended through this Amendment Letter, shall remain in full force and effect.
This Amendment Letter shall be executed in two counterparts, each of which shall be an original. Upon confirmation, please return one fully executed original to us.

Please also note that this Amendment Letter will be disclosed on the World Bank’s external website.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By [Signature]
Penelope J. Brook
Director
Argentina, Paraguay and Uruguay
Latin American and the Caribbean Region

AGREED:

REPUBLICA ORIENTAL DEL URUGUAY - PODER LEGISLATIVO

By [Signature]
Authorized Representative

Name: {Name}
Title: Presidente
Date: [Date]
Cc: Mr. Fernando Lorenzo, Minister of Economy and Finance, Ministry of Economy and Finance
Mr. Guido Forcieri, Executive Director, World Bank
Ms. Mariella Maglia, Relations with International Organizations, Ministry of Economy and Finance