H. E. Domitien Ndihokubwayo  
Minister of Finance, Budget and Development Planning  
Ministry of Finance, Budget and Development Planning  
Bujumbura  
Republic of Burundi

Excellency:

Republic of Burundi: Proposed Great Lakes Trade Facilitation Program  
Project Preparation Advance No. V1000  
First Amendment to the PPA Agreement

We refer to the Project Advance Agreement (the “Agreement”) dated August 7, 2017 between the Republic of Burundi (the “Recipient”) and the International Development Association (the “World Bank”) for the abovementioned Project. Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Agreement.

Pursuant to your letter of October 4, 2018 requesting some specific modifications to the Agreement, the World Bank concurs to your request and proposes to amend the Agreement in respect to the provisions below:

1. A new sub-paragraph (iv) is added to Section 2.01 of the Agreement to read as follows:

   “(iv) Carrying out small-scale interventions, including: construction of temporary office buildings, and parking space; and installation of lighting, security cameras and sanitary facilities.”

2. Section 1.01 of the Annex to the Agreement is amended to read as follows:

   (a) “Environmental Social and Management Framework” and “ESMF”, each means the document disclosed in country on June 25, 2018 and on the World Bank website on July 30, 2018, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental and social impacts of the Activities, and the measures to be taken to offset, reduce or mitigate such adverse impacts.
(b) "Environmental Management Plan" and "EMP", each means a plan to be prepared and adopted by the Recipient, as provided in the ESMF providing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and social impacts under the Activities, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the consent of the World Bank.

(c) "IU" or "Implementation Unit" means the implementation unit of the World Bank financed Financial and Private Sector Development Project, Grant No. H5360-BI, dated February 16, 2010.

(d) "Operating Costs" means the incremental expenses incurred on account of the Activities' implementation, management and monitoring, consisting of the cost of operation and maintenance of offices, vehicles and office equipment, water and electricity utilities charges, telephone charges, bank charges, travel and per diem, and salaries of contractual staff, but excluding the salaries of officials and public servants of the Recipient's civil service.

(e) "Safeguards Instruments" means the ESMF, the EMP and any other subsequent safeguards documents, plans or instruments as agreed with the World Bank.

(f) "Training" means the reasonable costs associated with training and workshops participation under the Activities, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials."

3. Section 2.02 of the Annex to the Agreement is amended by replacing “Project Implementation Unit” with “Implementation Unit”.

4. Section 2.03 of the Annex to the Agreement is amended to read as follows:

"2.03. Institutional and Other Arrangements. Without limitation upon the provisions of Section 2.02 above:

(a) The Recipient shall maintain, at all times during the implementation of the Activities, the IU with mandate, composition and staffing acceptable to the World Bank to be responsible for the day-to-day management of the Activities, including procurement and financial management.

(b) The Recipient shall ensure that the Activities are carried out in accordance with the Safeguards Instruments, including the Environmental Social and Management Framework, the Environmental and Social Management Plan, and any other safeguards documents, plans or other instruments required during the implementation of the Activities.

(c) Without limitation to its other reporting obligations under this Agreement and under Section 2.08 of the Standard Conditions, the Recipient shall include in the
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Advance Allocated (expressed in Dollars)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, Training, Operating Costs, non-consulting services and consulting services under the Activities</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,000,000</td>
<td></td>
</tr>
</tbody>
</table>
Activities Reports adequate information on the implementation of the Safeguards Instruments, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and

(c) remedial measures taken or required to be taken to address such conditions, and to ensure the continued efficient and effective implementation of the Safeguards Instruments."

5. The Table under Section 3.03 of the Annex to the Agreement is amended to read as set forth in the Attachment below.

6. Section 3.03 of the Annex to the Agreement is amended to read as follows:

"3.03. Refinancing Date. The Refinancing Date is August 31, 2019."

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the Agreement, except as amended herein, shall remain in full force and effect.

This Amendment Letter shall be executed in two counterparts each of which shall be an original and shall become effective upon receipt by the World Bank of one countersigned original of this Amendment Letter.

Sincerely,

Nestor Coffi
Country Manager for Burundi
Africa Region

CONFIRMED AND AGREED
REPUBLIC OF BURUNDI

By: 

Date: 08/11/2018