H. E. Dr. Maher Johan
Acting Deputy Minister of Finance
Ministry of Finance
Baghdad
Iraq

Re: Iraq: EITI Implementation Support Project
Grant Agreement No. TF0A4416 and TF0A6422
Amendment to the Grant Agreement

Excellency:

We refer to the Grant Agreement between the Republic of Iraq ("Recipient") and the International Bank for Reconstruction and Development/ International Development Association ("World Bank"), acting as administrator of grant funds provided by Australia, Canada, Finland, Germany, Norway, Switzerland, and the United Kingdom ("Donors") under the Multi-Donor Trust Fund for the Extractives Global Programmatic Support (EGPS), dated May 02, 2017 (the "Agreement"), for the Extractive Industries Transparency Initiative (the "Project"). We also refer to your letter dated November 26, 2017, requesting for amendment to the above-mentioned Project.

We are pleased to inform you that the World Bank agrees with your request and consequently the Grant Agreement is amended as set forth below:

1. The first paragraph of the Agreement is amended to read as follows:

"In response to the request for financial assistance made on behalf of the Republic of Iraq ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development/ International Development Association ("World Bank"), acting as administrator of grant funds provided by Australia, Canada, Finland, Germany, Norway, Switzerland, and the United Kingdom ("Donors") under the Extractives Global Programmatic Support (EGPS) Multi-Donor Trust Fund, proposes to extend to the Recipient, a grant in an amount not to exceed United States Dollars eight hundred thousand (US$800,000) ("Grant"), consisting of: (a) three hundred fifty thousand United States Dollars ($350,000) (TF0A4416 - original grant); and (b) four hundred fifty thousand United States Dollars ($450,000) (TF0A6422 - additional grant), on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project")."
2. The activities under Section 2.01 of the Annex to the Grant Agreement are amended to read as follows:

(a) Provision of technical support to mainstream EITI into broader sector governance.
(b) Provision of technical assistance for EITI Report preparation and production, including, data collection, dissemination, stakeholder workshops and consultations.
(c) Provision of training and capacity building support to IEITI MSG and IEITI Secretariat.
(d) Outreach and Public Data: Enhancement of IEITI website, including design of an online interactive web portal.
(e) Provision of technical support for program management.

3. The Table under Section 3.01 of the Annex to the Grant Agreement is amended to read as set forth below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD) (TF0A4416)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes) (TF0A4416)</th>
<th>Amount of the Grant Allocated (expressed in USD) additional grant (TF0A6422)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes) additional grant (TF0A6422)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultants' services, non-consulting services, Workshops, and Operating Costs</td>
<td>350,000</td>
<td>100% up to the effectiveness of this amendment and 40% thereafter</td>
<td>450,000</td>
<td>60%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>350,000</td>
<td></td>
<td>450,000”</td>
<td></td>
</tr>
</tbody>
</table>

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

"3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 28, 2019."

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the 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. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the World Bank of the countersigned original of this Amendment Letter.

Sincerely,
International Bank for Reconstruction and Development/
International Development Association

[Signature]
Yara Salem
Country Manager for Iraq

CONFIRMED

REPUBLIC OF IRAQ

By:

[Signature]
Authorized Representative

Name: Maher Hassan al-Jobour

Title: Acting Deputy Minister

Date: 12/17/2017