First Amendment to the FY12 Notice of Contribution to the Norwegian Trust Fund for Private Sector and Infrastructure (NTF-PSI) (TF050187) concerning an additional contribution for FY12 for the (i) Petroleum Governance Initiative (TF057534); and (ii) Extractive Industries Technical Advisory Facility (EI-TAF) (TF071265)

Dear Mr. Iyer:

1. Reference is made to: (i) the FY12 Notice of Contribution (“NOC”) to the Norwegian Trust Fund for Private Sector and Infrastructure (NTF-PSI) dated May 10, 2011, and (ii) the NTF-PSI Administration Agreement dated August 22, 2002, as amended, inter alia, by the Amended and Restructured Trust Fund Administration Agreement concerning the Norwegian Trust Fund for Private Sector and Infrastructure (TF No. 050187) dated October 13, 2006, between the Ministry of Foreign Affairs of the Kingdom of Norway (the “Donor”), the International Bank for Reconstruction and Development (“IBRD”), and the International Development Association (“IDA”), the International Finance Corporation (“IFC”), collectively the World Bank Group (the “WBG”) (the “NTF-PSI Administration Agreement”).
2. The purpose of this Amendment is to provide for an additional contribution for FY 2012 in the amount of twenty-two million five hundred thousand Norwegian Kroner (NOK 22,500,000) which shall be allocated as follows:

   (i) Fifteen million Norwegian Kroner (NOK 15,000,000) to the Petroleum Governance Initiative (Window III of Annex 1 to the Administration Agreement).

   (ii) Seven million five hundred thousand Norwegian Kroner (NOK 7,500,000) to the Extractive Industries Technical Advisory Facility (EI-TAF) (Window IV of Annex 1 to the Administration Agreement).

3. The Donor shall deposit such additional contribution into such bank account designated by IBRD in installments in accordance with the following schedule:

   (a) promptly following countersignature of this amendment and submission of a payment request by IBRD (on behalf of the WBG), seven million five hundred thousand Norwegian Kroner (NOK 7,500,000) of which NOK 5,000,000 will be allocated to PGI and NOK 2,500,000 will be allocated for EI-TAF; and

   (b) on or before June 30, 2012 and upon submission of a payment request by IBRD (on behalf of the WBG), fifteen million Norwegian Kroner (NOK 15,000,000) of which NOK 10,000,000 will be allocated to PGI and NOK 5,000,000 will be allocated to EI-TAF.

4. When making such deposit, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for the NTF-PSI (TF050187), and the date of the deposit (the “Deposit Instruction”). In addition, the Donor shall provide a copy of the Donor’s Deposit Instruction to the IBRD’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5. IBRD shall convert the additional contribution funds into the holding currency of the Trust Fund, namely United States Dollars, promptly upon receipt of the additional Contribution funds and the Deposit Instruction containing the information specified in paragraph 4 at the exchange rate obtained by IBRD on the date of the conversion. Where the additional contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the WBG nor the Donor shall bear any responsibility for providing any additional financing.

6. The additional contribution shall be administered in accordance with, and subject to the terms and conditions of the Agreement.

7. All other terms of the NOC shall remain the same.
8. IBRD and IDA may disclose this amendment, the Agreement and related information to NTF-PSI in accordance with the World Bank Policy on Access to Information and IFC may disclose this NOC, the Agreement and related information to NTF-PSI in accordance with IFC’s Policy on Disclosure of Information.

9. We propose that this letter shall constitute an amendment to the NOC between the World Bank Group and the Donor. Please confirm your acceptance to the foregoing, on behalf of IBRD and IDA, and on behalf of IFC, by signing and dating the three originals, retaining one original for your records and returning the other original to the Donor. Upon receipt by the Donor of the original Amendment countersigned by IBRD and IDA, and IFC, this amendment will become effective as of the date of the last countersignature.

   Sincerely,

   MINISTRY OF FOREIGN AFFAIRS
   OF THE KINGDOM OF NORWAY

   /s/ Aud Lise Norheim
   Deputy Director General
   Section for Multilateral Development Finance and Global Economic Issues
   Multilateral Bank and Finance Section

   ACCEPTED AND AGREED:

   INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
   INTERNATIONAL DEVELOPMENT ASSOCIATION

   By: /s/ Jose Luis Irigoyen Date: December 5, 2011
   Acting Director, Sustainable Energy Department
   Sustainable Development Network

   INTERNATIONAL FINANCE CORPORATION

   By: /s/ Anita Bhatia Date: December 5, 2011
   Director
   Partnerships and Advisory Services Operations Department