Re: Iraq: SPF Grant for Consultative Service Delivery Program (Phase II) Project
Grant No. TF095419
Amendment to the Grant Agreement

Dear Mr. Leonard:

We refer to the SPF Grant Agreement between ACDI/VOCA ("Recipient") and the International Bank for Reconstruction and Development ("World Bank"), acting as administrator of grant funds provided under the State and Peace-Building Fund ("SPF") for the Consultative Service Delivery Program (Phase II) Project ("Project") dated December 4, 2009 ("Grant Agreement"). We also refer to your request for an additional financing to increase the amount of the Grant allocated to the Operating Costs Category.

I am pleased to inform you that the World Bank hereby accedes to your request and amends the Grant Agreement as follows:

1. The amount defined as “Grant” in the first paragraph of the Grant Agreement is revised to read “five million twenty six thousand eight hundred fifty four United States Dollars (USD 5,026,854)”.

2. Paragraph (a) of Section 2.04 of the Annex to the Grant Agreement is revised to read as:

“(a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports and a Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Project Report shall cover the period of 6 (six) months ending on February 28th and September 30th each year and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

3. The amount of the Grant allocated to Category (3) Operating Costs in the table in Section 3.01 of the Annex to the Grant Agreement is revised to read “2,251,854”.

4. The total amount of the Grant in the table in Section 3.01 of the Annex to the Grant Agreement is revised to read “5,026,854”.

Mr. Carl H. Leonard
President
ACDI/VOCA
50 F Street, N.W.
Suite 1075
Washington, D.C.20001
5. The definition of the term “Operating Costs” in sub-paragraph (b) of Section 3.01 of the Annex to the Grant Agreement is revised to read:

“(b) the term ‘Operating Costs’ means incremental operating costs incurred by the Recipient on account of the Project implementation, management and monitoring, including office and office equipment rental, maintenance and repair, office supplies, utility charges, communication, banking charges, Recipient’s staff salaries, travel and per diem expenditures of the Recipient’s and Member Country’s staff as required to implement the Project activities, as well as the activities under Component A (a) of the Project financed by the Member Country, and other miscellaneous costs directly associate with the Project and acceptable to the World Bank.”

All of the terms and conditions of the Grant Agreement that have not been amended pursuant to this Amendment Letter shall remain unchanged and in full force and effect.

Please confirm your agreement to the above amendment by having authorized representatives of the Recipient sign the form of confirmation set forth below, and returning one fully executed original of this letter to us at your earliest convenience. Upon receipt by the World Bank of this countersigned copy, this Amendment Letter shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Pilar Maisterra
for Hedi Larbi
Director
Middle East Department
Middle East and North Africa Region

AGREED:

ACDI/VOCA

/s/ Carl H. Leonard
President
Date: September 22, 2010