Dear Senior Secretary Mejbahuddin:

Bangladesh: Community Climate Change Project
Bangladesh Climate Change Resilience Fund (BCCRF Grant No. TF012721)
Amendment Letter to the Grant Agreement

We refer to the Bangladesh Climate Change Resilience Fund Grant Agreement dated August 6, 2012, between the People's Republic of Bangladesh ("Recipient") and the International Development Association ("World Bank") acting as administrator of the Bangladesh Climate Change Resilience Fund, for the above-mentioned Project ("Grant Agreement").

We also refer to the letters dated June 10, 2014 and December 1, 2014, from the Economic Relations Division, Ministry of Finance, requesting additional financing for the Community Climate Change Project.

We are pleased to inform you that the World Bank accedes to the Recipient's request and hereby proposes to amend the Grant Agreement as follows:

1. Article III (the Grant) shall be amended to read as follows:

   "3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to thirteen million United States Dollars ($13,000,000) ("Grant") to assist in financing the Project."

2. Schedule I (Project Description) shall be amended as set forth in Attachment 1 to this Amendment Letter.

3. Section II.A.1 of Schedule 2 (Project Execution) shall be amended to read as follows:

   "1. The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and Sub-projects and prepare Project Reports, consisting of: (a) activity reports; and (b) progress reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators agreed with the World Bank. Each activity report shall cover the period of one (1) calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the quarter covered by such report. Each progress report shall cover the period of twelve (12) months of the fiscal year, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report."

4. The table under Section IV.A.2 of Schedule 2 (Project Execution) shall be amended to read as follows:
For the purpose of this paragraph, the term "Incremental Operating Costs" means the reasonable costs incurred on account of the implementation of the Project for office utilities, office supplies and stationeries, office rental, printing and publication, operation and maintenance of vehicles (fuel, repairs, insurance, etc.), rental of vehicles and equipment, Project-related events (e.g. training, seminars, workshops, etc.), bank charges, advertising costs, salaries, honoraria, per diem and contractual allowances of contracted Project staff, provided that such salaries, honoraria, per diem and contractual allowances are paid (a) via the banking system to the eligible recipient; and (b) according to rates agreed with the World Bank; and any other operating costs agreed with the World Bank but excluding salaries and sitting allowances of the Recipient’s civil servants (except for the salary of the Project’s deputy coordinator as per the Project’s official order).

5. The Project’s result framework and monitoring indicators have been revised and they are set forth in the Operational Manual. Except as specifically amended by this Amendment Letter, all other provisions of the Grant Agreement shall remain unchanged and in full force and effect.

The World Bank will disclose this Amendment Letter and related information to this Grant Agreement in accordance with the World Bank’s Policy on Access to Information. By entering into this Amendment Letter, the Recipient consents to disclosure of this Amendment Letter and related information.

Please confirm your acceptance to the foregoing by signing and dating the two originals, retaining one original for your records and returning the other original to the World Bank. Upon receipt by the World Bank of, in a manner satisfactory to the World Bank; (a) the original Amendment Letter countersigned by you; (b) the original Amendment Letter to the Project Agreement between the World Bank and Palli Karma-Sahayak Foundation countersigned by its Managing Director; and (c) the amendment of the Subsidiary Agreement duly executed, this Amendment Letter will become effective as of the date of the World Bank’s letter confirming the acceptance of the aforementioned documents.

Very truly yours,

WORLD BANK
acting as administrator of the Bangladesh Climate Change Resilience Fund

By

[Signature]

Johannes Zutt
Country Director for Bangladesh
South Asia Region
AGREED:
PEOPLE'S REPUBLIC OF BANGLADESH

By: [Signature]
Authorized Representative

Name: Kazi Shafiquel Azam
Title: Addl. Secretary
Date: 16.9.2015