Honorable Mohamed Adan Ibrahim
Minister of Finance
Ministry of Finance and Planning
Villa Somalia
Mogadishu, Somalia

Dear Hon. Ibrahim:

Information and Communication Technology Sector Support Project (Phase 2)
(SMPF Grant No. TF0A0175)

I refer to the Grant Agreement (Agreement) between the Federal Republic of Somalia (Recipient) and the International Development Association ("World Bank"), acting as administrator of the Somalia Multi Partner Fund ("SMPF"), dated June 15, 2015.

We propose to amend the Agreement to increase the amount of the grant by two million five hundred thousand United States dollars (US$2,500,000) and to make additional provisions relating to document retention as follows:

1. Article 3.01 of the Agreement is 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 equal to three million, five hundred thousand United States Dollars (US$3,500,000) ("Grant") to assist in financing the Project."

2. Section II of Schedule 2 to the Agreement is amended by introducing a new paragraph “C” to read as follows:

"C. Documents; Records.

In addition and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure, and cause the Puntland State of Somalia to ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s and Puntland State of Somalia’s financial and narrative progress reports submitted to
the World Bank; (iii) the Recipient's and Puntland State of Somalia's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's and Puntland State of Somalia's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donors.”

3. Section III of Schedule 2 to the Agreement is amended by introducing a new paragraph “C” to read as follows-

“E. Document Retention

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the Donors.”

4. The table set forth under Section IV.A.2 of Schedule 2 to the Agreement is deleted in its entirety and replaced with the table as shown in the Annex to this Amendment Letter.
All other provisions of the Agreement, except amended herein, shall remain in full force and effect.

Please indicate your agreement with the foregoing amendment by countersigning on the two original copies of this letter and returning one original countersigned copy to us. Upon receipt by the Association of this countersigned copy, this amendment shall become effective as of the date of its countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Bella Bird
Country Director for Somalia
Africa Region

AGREED:

FEDERAL REPUBLIC OF SOMALIA

[Signature]

By

Name Mohamed Ibrahim
Title Minister of Finance
Date 3 September 2015
# Annex

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Parts 1.A and 2.A of the Project</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Parts 1.B and 2.B of the Project</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>3,500,000</strong></td>
<td></td>
</tr>
</tbody>
</table>