January 29, 2016

Hon. Tuilaepa Lopesoliai Sailele Malielegaoi
Minister of Finance
Ministry of Finance
Private Bag
Government of Samoa
Apia, Independent State of Samoa

Dear Honorable Minister,

Independent State of Samoa: SCF-PPCR Grant Number TF015828
Enhancing Climate Resilience of Coastal Resources and Communities Project
Grant Amendment Letter

We refer to the grant agreement ("Grant Agreement") dated February 7, 2014 between the Independent State of Samoa ("Recipient") and the International Development Association ("Association"), acting as an implementing entity of the Strategic Climate Fund – Pilot Program for Climate Resilience. We also refer to your letters dated April 24, 2015 and September 8, 2015 requesting that some amendments be made to the Grant Agreement.

The Association concurs with your request and accordingly, amends the Grant Agreement as follows:

1. Part 1 of Schedule 1 to the Grant Agreement is hereby amended to read as follows:

   “Part 1. Implementation of Priority Adaptation Measures to Manage Climate and Disaster-related Threats

   Carrying out a program of activities designed to strengthen the adaptive capacity of communities and increase the resilience of coastlines to climate change risks, such program to include:

   (a) updating the community integrated management plans to include, inter alia, disaster risk management, village sustainable development and watershed management; and

   (b) preparation and implementation of Subprojects aimed at strengthening climate resilience.”
2. Section I.A.1 of Schedule 2 to the Grant Agreement is hereby amended to read as follows:

"1. Ministry of Natural Resources and Environment and Ministry of Finance

The Recipient shall vest overall implementation responsibilities of the Project in the MNRE and shall vest day to day implementation of Part 1(b) in the Ministry of Finance."

3. Section I.B.1.(a) of Schedule 2 to the Grant Agreement is hereby amended to read as follows:

"1. The Recipient shall, by not later than six (6) months from the date of this Agreement:

   (a) prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank, a plan containing detailed guidelines and procedures for the implementation of the Project at community level, including: (i) detailed guidelines and procedures for the selection and implementation of Subprojects; and (ii) provisions specifying appropriate roles, responsibilities and reporting procedures for managing and monitoring environmental and social concern (including those relating to gender and different sub-groups within the beneficiary communities) arising from the design and implementation of the Subprojects; and"

4. Section I.D of Schedule 2 to the Grant Agreement is hereby deleted in its entirety and replaced with the following:

"D. Subprojects

1. For purposes of implementation of Part 1(b) of the Project, the Recipient shall prepare and implement Subprojects in accordance with procedures acceptable to the World Bank and specified in the Community Engagement Plan which shall include the following:

   (a) The Subprojects shall: (i) include specific development activities designed to strengthen climate resilience such as, but not limited to, beach-replenishment techniques, river training, drainage construction, early warning systems, coastal vegetation regeneration and slope stabilization measures; and (ii) exclude activities such as land reclamation, sand mining, use of pesticides, clearance of areas of biodiversity, structures that sever breeding routes and structures that are known to be likely to alter coastal processes and cause coastal erosion.

   (b) If, on the basis of an environmental assessment conducted for a Subproject, an EMP and/or a RAP tailored to the Subproject is
required, such EMP or RAP has been prepared pursuant to the ESMF and/or LARF and has been approved by the World Bank in accordance with Section I.E.2 and 3 of this Schedule 2.”

5. The withdrawal table detailed in Section IV.A.2 of Schedule 2 to the Grant Agreement is hereby amended as set forth in Attachment 1 to this Amendment Letter.

6. Section IV.B.1 of Schedule 2 to the Grant Agreement is hereby amended to read as follows:

“1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.”

7. Paragraphs 2, 26 and 27 of the Annex to the Grant Agreement are deleted in their entirety.

8. The paragraph numbering in the Annex to the Grant Agreement is amended to restore ascending numerical order.

9. Paragraph 28 (now renumbered paragraph “25”) is amended to read as follows:

“25. “Subproject” means specific development project to be carried out by communities under Part 1(b) of the Project and which meets the eligibility criteria set out in the Community Engagement Plan and the provisions of Section I. D of Schedule 2 to this Agreement; and “Subprojects” means two or more of such investments.”

All capitalized terms used in this letter of amendment have the same meanings assigned to them in the Grant Agreement. All the terms of the Grant Agreement not hereby amended will remain in full force and effect.
Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed two copies of this letter of amendment, and returning one copy to the Association. Upon receipt by the Association of the countersigned copy of this letter of amendment, the amendments herein shall become effective as of the date of the countersignature.

Sincerely,

[Signature]
Franz R. Drees-Gross
Country Director
Timor-Leste, Papua New Guinea
& Pacific Islands
East Asia and Pacific Region

AGREED:

Independent State of Samoa

By [Signature]
Authorized Representative

Title: [Signature]
Minister of Finance

Date: 9 February 2016
### Amendments to the withdrawal table set forth in Section IV.A.2. of Schedule 2 of the Grant Agreement

<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, for the Project</td>
<td>5,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works and non-consulting services for Subprojects under Part 1(b) of the Project to be financed out of the proceeds of Subprojects</td>
<td>9,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,600,000</td>
<td></td>
</tr>
</tbody>
</table>