Dr. Seyfu Ketema  
Executive Director  
Association for Strengthening Agricultural Research  
in Eastern and Central Africa  
Plot 15 John Babijha Road  
P.O. Box 765  
Entebbe  
Republic of Uganda  

Re: Multi Donor Trust Fund Grant for Support to the Association for  
Strengthening Agricultural Research in Eastern and Central Africa  
(Grant No. TF093070)  
Fourth Amendment to Letter Agreement  

December 6, 2012  

Dear Sir:  

We refer to the above-mentioned Letter Agreement (the “Agreement”) dated November 3, 2008, between the International Bank for Reconstruction and Development and the International Development Association (collectively, “World Bank”), acting as administrator of grant funds provided by various donors under the Multi Donor Trust Fund for support to ASARECA (“ASARECA Trust Fund”), and the Association for Strengthening Agricultural Research in Eastern and Central Africa (“ASARECA” or “Recipient”), as amended. We also refer to the understanding reached with the Recipient to: (i) provide additional financing for scaling up and out activities under the Trust Fund; and (ii) to modify the development objective. Therefore:  

1. The first paragraph of the Agreement is amended to read as follows:  

“In response to the request for financial assistance made on behalf of the Association for Strengthening Agricultural Research in Eastern and Central Africa (“ASARECA” or “Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, “World Bank”), acting as administrator of grant funds provided by various donors under the Multi Donor Trust Fund for support to ASARECA (the “ASARECA Trust Fund”), proposes to extend to the Recipient a grant in an amount not to exceed fifty nine million one hundred ninety-three thousand four hundred forty United States Dollars (US$59,193,440) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attaché Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the abovementioned multi-donor trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of the said funds.”
2. Section 2.01 of the Annex to the Agreement is modified to read as follows:

"2.01. Project Objectives and Description. The objective of the Project is to enhance access and utilization of agricultural research technologies and innovations in the regional agricultural systems of Eastern & Central Africa."

3. Section 2.01(a) of the Annex to the Agreement is modified to read as follows:

"(a) Agricultural Research and Dissemination
Financing, through the provision of Sub-grants, of specific agricultural research projects, aiming at generating and scaling up and out existing technologies in priority research areas, and awarded in accordance with selection criteria and procedures satisfactory to the World Bank. Such projects to include the dissemination of the results of such research."

4. Section 2.09 of the Annex to the Agreement is amended to include the following:

"(d) The Recipient shall, no later than March 31, 2013, recruit a senior financial management officer, with experience and qualifications satisfactory to the World Bank, and in accordance with Section 2.10 of the Annex to this Agreement. The senior financial management officer shall be exclusively dedicated to overseeing the financial management due diligence of Sub-grant recipients."

"(e) The Recipient shall, no later than March 31, 2013, recruit an additional internal auditor, with experience and qualifications satisfactory to the World Bank, and in accordance with Section 2.10 of the Annex to this Agreement."

"(f) The Recipient shall, no later than March 31, 2013, establish an audit committee to provide fiduciary oversight throughout the implementation of the Project."
5. The table set forth in Section 3.01 of the Annex to the Agreement is amended to read as follows:

<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, services, and Training and Workshops for Sub-projects under Part (a) of the Project</td>
<td>40,468,080</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants' services (including audits), Training and Workshops, and Operating Costs under Parts (b) to (g) of the Project</td>
<td>18,725,360</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>59,193,440</td>
<td></td>
</tr>
</tbody>
</table>

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing and dating both originals of this amendment letter and returning one original to us for our records. Upon receipt by the World Bank of one of the originals of this amendment letter duly countersigned by you, this amendment letter will become effective as of the date of your countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By ____________________________
Makhtar Diop
Vice President
Africa Region

AGREED:

Association for Strengthening Agricultural Research
Agricultural Research in Eastern and Central Africa

By ____________________________
Name: [Signature]
Title: Executive Director