February 15, 2017

Hon. Sili Epa Tuioti
Minister of Finance
Ministry of Finance
Private Bag
Apia
INDEPENDENT STATE OF SAMOA

Dear Honorable Minister,

Independent State of Samoa: Agriculture Competitiveness Enhancement Project
(Credit Number 5089-WSJ)
Amendment to Financing Agreement

We refer to the financing agreement ("Financing Agreement"), dated May 4, 2012 between the Independent State of Samoa ("Recipient") and the International Development Association ("Association") for the Agriculture Competitiveness Enhancement Project ("Project"). We also refer to your letter dated August 31, 2016 requesting restructuring of the Project including, inter alia extension of the Closing Date, reallocation of the Credit proceeds, and revision of certain disbursement conditions and results indicators.

The Association concurs with your request and accordingly proposes to amend the Financing Agreement as follows:

1. Schedule 1 (Project Description): Part 1(e) is amended to read as follows and a new Part 1(e) is included as follows:

"(e) improving meat quality and hygiene initially through the initiation of a Field Slaughter Service on Upolu and Savaii and later through the construction of Small Scale Static Slaughter Facilities on Upolu, all with associated cold chains."

2. Schedule 1 (Project Description): Part 3(c) is revised to read as follows:

"(c) improving work facilities, including rebuilding and renovating crop division buildings, laboratories and office space; and providing adequate vehicles, equipment and Operating Costs to maximize operational effectiveness; and"

3. Schedule 2 (Project Execution): a new provision is added under Section 1.A as follows:

"3. The Recipient shall, prior to requesting any withdrawal proceeds of the Financing under Category (4) of the table in Section IV.A.2 of this Schedule, establish and thereafter maintain throughout the period of Project implementation, the Independent Stakeholder Committee to advise and oversee the management of the Small Scale Static Slaughter Facilities, including to review and approve the Small Scale Static Slaughter Facilities’
operations plan. The Independent Stakeholder Committee shall meet periodically as specified in the Project Implementation Manual."

4. Schedule 2 (Project Execution): The table in Section IV.A is amended as shown in the Attachment to this amendment letter.

5. Schedule 2 (Project Execution): Section IV.B.1(d) is amended to read as follows:

"(d) under Category (4), until and unless the Recipient has: (i) for a period of no less than six (6) months after the commencement of this service, operated the Field Slaughter Service in a manner deemed satisfactory by the Association pursuant to criteria and indicators set out in the Project Implementation Manual, and thereafter (ii) established the Independent Stakeholder Committee for the Small Scale Static Slaughter Facilities, all in form and substance satisfactory to the Association."

6. Schedule 2 (Project Execution): The Closing Date in Section IV.2 is amended to read as follows:

"2. The Closing Date is March 31, 2018."

7. Appendix 1 (Definition): the term "Abattoir" is deleted in its entirety and the subsequent paragraphs are renumbered.

8. Appendix 1 (Definition): Renumbered paragraph 25 (originally paragraph 26) is amended to read as follows:

"28. "Project Implementation Manual" means a manual dated February 3, 2012 and amended on September 27, 2016 by the Recipient and found satisfactory to the Association and which shall contain, inter alia: (i) the terms of reference, functions and responsibilities for the personnel of the Steering Committee, the Matching Grant Steering Committee, the Independent Stakeholder Committee and the Project Coordination Group; (ii) the criteria, detailed rules and procedures for the selection and financing of the Farm Enterprise Investments; (iii) the procedures for procurement of goods, works, non-consulting services, consultants' services and Operating Costs, as well as for financial management and audits under the Project; (iv) the indicators to be used in the monitoring and evaluation of the Project; (v) flow and disbursement arrangements of Project funds; (vi) the model form for Matching Grant Agreements; (vii) the Procurement Plan; and (viii) the Safeguard Documents, as said manual may be amended from time to time with the Association’s prior written approval."

9. Appendix 1 (Definition): new definitions are added at the end of Appendix 1 as follows:

"33. "Independent Stakeholder Committee" means a committee referred to in Section 1.A.3 of Schedule 2 to this Agreement to be established by the Recipient, as further detailed in the Project Implementation Manual, composed of representatives from the public sector, including Ministry of Agriculture and Ministry of Finance and the private sector directly involved in the use of the Small Scale Static Slaughter Facilities, including livestock farmers and butchers, all operating under the Recipient's laws.

"34. "Small Scale Static Slaughter Facilities" means small scale static facilities for livestock slaughtering and processing to be constructed under Part 1(e) of the Project."
Except as specifically amended by this letter of amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.

Please confirm the Recipient’s agreement with the amendments set out above by having an authorized official of the Recipient sign and date the enclosed copy of this letter of amendment, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this letter of amendment shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By ________

Mona Sur
Acting Country Director
Timor-Leste, Papua New Guinea
& Pacific Islands
East Asia and Pacific Region

AGREED:

INDEPENDENT STATE OF SAMOA

By: ________

Authorized Representative

Name: Sili EPA Tuioati

Title: MINISTER OF FINANCE

Date: February 28th, 2017
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</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,</td>
<td>3,036,049</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs, for the Project (excluding Parts 1(b),</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1(e) and 2(b) thereof)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Matching Grants under Parts 1(b) and 2(b) of the Project</td>
<td>1,127,666</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants' services, Training</td>
<td>300,563</td>
<td>100%</td>
</tr>
<tr>
<td>and Operating Costs for the Field Slaughter Service under Part 1(e) of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consultants' services,</td>
<td>735,722</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs for the Small Scale Slaughter Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>under Part 1(e) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>5,200,000</td>
<td></td>
</tr>
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</table>