

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Date: May 9, 2012

Mr. Bob Quiggin
A/g Assistant Director General
Food Security, Infrastructure, Mining and Trade Branch
Australian Agency for International Development (AusAID)
255 London Circuit
Canberra City ACT 2601
Australia

Dear Mr. Quiggin:

Amendment to the Amended and Restated Administration Agreement between the Commonwealth of Australia, acting through the Australian Agency for International Development, and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for EITI Implementation Support (TF053509)

1. Reference is made to the Amended and Restated Administration Agreement between the Commonwealth of Australia, acting through the Australian Agency for International Development (the "Donor"), on the one hand, and the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank"), on the other hand, concerning the Multi-Donor Trust Fund for Extractive Industries Transparency Initiative ("EITI") Implementation Support ("TF053509") dated August 7, 2007, as amended (the "Agreement"). TF053509 is part of the EITI Implementation Support Facility (the "Facility").
2. Pursuant to recent discussions between the Donor and the Bank concerning: (a) the extension of the term of TF053509; (b) the World Bank Policy on Access to Information; and (c) the termination of the Memorandum of Understanding entered into between members of the Management Committee, the Administrator and EITI, effective as of March 27, 2008, the Bank and the Donor agree to amend the Agreement as follows:
 - (a) Section 8.1. of Annex 2 of the Agreement ("Standard Provisions Applicable to TF053509") shall be amended by deleting it in its entirety and replacing it with the following:

"8.1. It is expected that the Contributions will be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2016. The Bank will only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors."
 - (b) Section 9 of Annex 2 of the Agreement ("Standard Provisions Applicable to TF053509") shall be amended by deleting it in its entirety and replacing it with the following:

"9. Disclosure

9.1. The Bank will disclose this Agreement and related information on TF053509 and the Facility in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Donor consents to disclosure of this Agreement and related information on TF053509 and the Facility."

(c) Section 4 of Annex 3 of the Agreement ("Governance Terms Applicable to the EITI Implementation Support Facility") shall be amended by deleting it in its entirety and replacing it with the following:

"4. Coordination with EITI

4.1. *[Intentionally deleted.]*

4.2. *[Intentionally deleted.]*

4.3. If EITI alters its principles and criteria, and the EITI Secretariat and the Bank propose a modification to or replacement of the EITI Principles and Criteria for purposes of this Agreement, such modified or replaced terms shall become applicable to this Agreement upon a decision to accept such terms by the Management Committee in accordance with Section 3 above."

3. All other terms of the Agreement remain unchanged.

4. The Bank will disclose this Amendment and related information on TF053509 and the Facility in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Donor consents to disclosure of this Amendment and related information on TF053509 and the Facility.

5. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Amendment. This Amendment shall become effective as of the date that the last of the then-current donors to TF053509 provides to the Bank its countersignature to its respective amendment regarding the subject matter herein.

Sincerely,

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**



S. Vijay Iyer

Director

Sustainable Energy Department

CONFIRMED AND AGREED:

**COMMONWEALTH OF AUSTRALIA
ACTING THROUGH THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**

By: 

Date: 16/5/12.

Name: Bob Quiggin

Title: A/g Assistant Director General

Food Security, Infrastructure, Mining and Trade Branch