

OFFICIAL DOCUMENTS

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS

April 6, 2017

H. E. Stepan Kubiv
Minister of Economic Development and Trade
Ministry of Economic Development and Trade
Kyiv, Ukraine

Your Excellency:

Ukraine: EGPS Grant No. TF0A1759
Support for Extractive Industries Transparency Initiative Compliance Process Project
Amendment No. 1 to the Letter of Agreement

We refer to the Letter of Agreement (“Agreement”) dated December 24, 2015, for the above mentioned Project (“Project”), between Ukraine (“Recipient”) and the International Bank for Reconstruction and Development/International Development Association (“World Bank”). We also refer to your letters dated November 18, 2015 and February 15, 2017, respectively, requesting additional funding and extension of closing date for the Project. Please note that capitalized terms used in this amendment letter (“Amendment Letter”) and not otherwise defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the World Bank accedes to your request and agrees to amend the Agreement as follows:

1. The preamble to the Agreement in paragraph one of the first page of the Agreement is amended to read as follows:

“In response to the request for financial assistance made on behalf of Ukraine (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“World Bank”), acting as administrator of grant funds provided by Australia, Canada, Finland, Germany, Norway, Switzerland and UK (“Donors”) under the Extractives Global Programmatic Support Multi-Donor Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed seven hundred and eighty thousand United States Dollars (US\$780,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).”

2. Component A (EITI Implementation Support) in Section 2.01 of the Annex to the Agreement is amended to read as follows:

“Component A: EITI Implementation Support

- (a) Provision of consultants’ services for the preparation of the report(s) covering all extractive industries for the calendar year 2014, 2015 and 2016.
- (b) Support for the organization of meetings of the sub-national coordination units and regional MSG meetings.
- (c) Provision of legal consultants’ services to recommend steps for the finalization of the Recipients draft EITI law.
- (d) Provision of consultants’ service for the preparation of an assessment of indirect economic impact from the extractives sector.

(e) Provision of consultants' services for the preparation of a mapping study/desk review of the legal and regulatory framework of the extractives sector."

3. The table in Section 3.01 of the Annex to the Agreement is amended to read as follows:

"Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants' services, Training and Incremental Operating Costs under the Project	780,000	100%
TOTAL AMOUNT	780,000"	

4. The paragraph in Section 3.03 of the Annex to the Agreement is amended to read as follows:

"Withdrawal Period. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2018."

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Letter Agreement, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the World Bank of the countersigned original of this Amendment Letter.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION



By _____
Satu Kähkönen
Country Director for Ukraine
Eastern and Central Europe Region

AGREED:
UKRAINE



By: _____
Name: Stepan Kubiv
Title: FIRST VICE PRIME MINISTER OF UKRAINE - MINISTER OF ECONOMIC DEVELOPMENT AND TRADE OF UKRAINE
Authorized Representative

Date: MAY 17, 2017



**МІНІСТЕРСТВО
ЕКОНОМІЧНОГО РОЗВИТКУ
І ТОРГІВЛІ УКРАЇНИ
(Мінекономрозвитку України)**

вул. М. Грушевського, 12/2, м. Київ,
01008
Тел. 253-93-94, факс 226-31-81
Web: <http://www.me.gov.ua>
E-mail: meconomy@me.gov.ua
Код ЄДРПОУ 37508596

**MINISTRY OF ECONOMIC
DEVELOPMENT AND TRADE
OF UKRAINE**

M. Hrushevskoho str., 12/2, Kyiv, 01008
Tel. 253-93-94, fax 226-31-81
Web: <http://www.me.gov.ua>
E-mail: meconomy@me.gov.ua

№ _____
На № _____ від _____

**Директору Світового банку
у справах Білорусі, Молдови та
України
Регіон Європи та Середньої Азії
Пані Сату Кахконен**

**Світовий Банк
1818 H Street, N.W.
Вашингтон, округ Колумбія 20433
Сполучені Штати Америки**

Шановна пані Кахконен!

Міністерство економічного розвитку і торгівлі України висловлює подяку за плідну співпрацю та запевнення у високій повазі до Представництва Світового банку в Україні та надсилає оригінал підписаних Змін № 1 до Листа-угоди щодо гранту № TF0A1759 для «Проекту підтримки процесу забезпечення реалізації Ініціативи з прозорості видобувних галузей» від 24.12.2015, яка набула чинності 14.01.2016.

Користуючись нагодою, Мінекономрозвитку ще раз висловлює запевнення у високій повазі Представництву Світового банку в Україні і сподівання на подальшу плідну співпрацю.

Додаток: на 1 арк.

**Перший віце-прем'єр-міністр України –
Міністр**

Степан КУБІВ

