

The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION1818 H Street N.W.
Washington, D.C. 20433
U.S.A.**OFFICIAL
DOCUMENTS**(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

W-4809-RO

February 7, 2013

His Excellency
Daniel Chitoiu
Vice Prime Minister
Minister of Public Finance
Ministry of Public Finance
Bucharest, Romania

Re: **ROMANIA: Knowledge Economy Project (Loan No. 4809-RO)**
Third Amendment to the Loan Agreement

Excellency,

1. We refer to the Loan Agreement between Romania (the "Borrower") and International Bank for Reconstruction and Development (the "Bank") dated December 8, 2005, as amended, with respect to the above-captioned Project ("Loan Agreement"). Please note that capitalized terms used in this letter (the "Amendment Letter") and not defined herein have the meaning ascribed to them in the Loan Agreement.

2. We also refer to your letter dated January 23, 2013 wherein a request is made to: (a) amend the Loan Agreement; and (b) cancel nineteen million five hundred ninety-five thousand four hundred thirty-six Dollars and forty-five cents (U.S. \$ 19,595,436.45) from the Loan (pursuant to the provisions of Section 7.01 (Cancellation by the Borrower) of the General Conditions for Loans).

3. We are pleased to inform you that the Bank concurs with your request and hereby amends the Loan Agreement as follows:

(a) Paragraph 2 (g) of Schedule 1 to the Loan Agreement is hereby amended to read in its entirety as follows:

"(g) the term "Incremental Operating Costs" means the incremental operating costs incurred by the PMU on account of the Project implementation comprising: salaries of staff (other than the salaries of the civil servants); communication (including postage and internet); procurement related advertising costs; local transportation; fuel; operating, maintenance and insurance costs for vehicles; rent of the office accommodation; refurbishment and rehabilitation of offices including equipment; office supplies, maintenance and insurance of the office equipment; Project related travel and per diem allowances including accommodation and local transportation; banking charges; training of PMU staff; and the archiving of Project documents."

(b) The table in Paragraph 1 of Schedule 1 to the Loan Agreement is amended to reflect the cancellation by the Borrower in the amount of nineteen million five hundred ninety-five thousand four hundred thirty-six Dollars and forty-five cents (U.S. \$ 19,595,436.45). Consequently, the revised table is hereby replaced to read in its entirety as set forth in the Annex to this Amendment Letter.

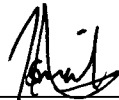
- (c) Part B.2 of Schedule 2 to the Loan Agreement is revised to read in its entirety as follows:

"2. Provision of consultants' services to government authorities for the development of an integrated network for citizen status information and documentation."

4. Schedule 3, the Amortization Schedule, is being revised by the Bank as a result of the cancellation, and the revised figures will be sent to you promptly following the signing of this Amendment Letter.
5. The revised Supplemental Letter No.2 on Performance and Monitoring Indicators is provided separately.
6. All other provisions of the Loan Agreement except as amended through this Amendment Letter shall remain in full force and effect.
7. Please confirm your agreement with the foregoing amendment by signing and dating two originals of this Amendment Letter in the spaces provided below. This Amendment Letter shall become effective as of the date of countersignature, upon receipt by the Bank of one fully executed original of this Amendment Letter.
8. Please also note that the approved Restructuring Paper dated February 1, 2013 will be disclosed on the Bank's external website.

Sincerely,

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**



Ismail Radwan
Acting Country Director
Central Europe and the Baltic Countries
Europe and Central Asia Region

AGREED:

ROMANIA

By: 

Authorized Representative

Name: **CLAUDIU GRIGORAS DOLTU**

Title: **SECRETARY OF STATE**

Date: **FEBRUARY 19, 2013**

ANNEX

<u>“Category</u>	<u>Amount of the Loan Allocated (Expressed in Dollars)</u>	<u>% of Expenditures to be Financed</u>
(1) Goods	23,114,222.00	100 % of foreign expenditures, 100% of local expenditures (ex-factory cost) and 80% of local expenditures for other items procured locally
(2) Operating Costs	0	100 %
(3) Consultants’ Services and Audits	3,766,412.00	85% of foreign expenditures and 75% of local expenditures
(4) Dissemination, Monitoring and Evaluation	2,152,940.97	85% of foreign expenditures and 75% of local expenditures
(5) Training	6,602,804.67	100%
(6) Grant Facility	1,392,191.34	100%
(7) Incremental Operating Costs	1,808,829.00	75%
(8) Refunding of Project Preparation Advance	1,464,038.47	Amounts due pursuant to Section 2.02 (c) of this Agreement
(9) Unallocated	0	
(10) Goods, Consultants’ Services and Audits, Dissemination, Monitoring and Evaluation, Training, Grant Facility and Incremental Operating Costs	103,125.10.00	100% of all expenditures incurred after September 9, 2011.
Cancelled as of January 23, 2013	19,595,436.45	
TOTAL AMOUNT	60,000,000.00”	