

July 4, 2016

H.E. Eklil Ahmad Hakimi  
Minister of Finance  
Ministry of Finance  
Kabul  
Afghanistan

**AFGHANISTAN: Justice Service Delivery Project**  
**(ARTF Grant No.TF012533)**  
**Amendment to the Afghanistan Reconstruction Trust Fund Grant Agreement**

Excellency:

We refer to the Afghanistan Reconstruction Trust Fund (ARTF) Grant Agreement, dated May 31, 2012, between the Islamic Republic of Afghanistan (the Recipient) and the International Development Association, acting as Administrator of the ARTF (the World Bank) for the above-referenced project (the Project) (the Agreement).

We also refer to your letter, dated February 23, 2016, requesting a restructuring of the Project requiring certain amendments to the Agreement.

We are pleased to inform you that the World Bank concurs with the request, and the Agreement is amended as set forth below subsequent to the above mentioned request.

1. Schedule 1 is deleted and replaced by the text set forth in the Attachment to this amendment letter.
2. Section I.A.2 of Schedule 2 is amended to read as follows:
  - “2. The Recipient shall maintain throughout the implementation of the Project, a Project Support Unit, staffed in a manner satisfactory to the Administrator, with staff in adequate numbers under terms of reference and with qualifications acceptable to the Administrator, and adequate resources, to act as its secretariat and be responsible for the day-to-day management and implementation of the Project, including financial management, procurement, progress reporting and monitoring, and technical oversight of the implementation of the Project, facilitate the coordination of activities under the Project, including preparation of annual work plans and annual budgets and submitting them to POC for review and approval, as well as the establishment and maintenance of a Project website. The PSU shall act as secretariat to the POC.”
3. Sections I.A.3 and I.A.4 of Schedule 2 are hereby deleted in their entirety, and the remaining sections are renumbered accordingly.
4. Section I.A.5 (now Section I.A.3 pursuant to the deletion above in paragraph 3) of Schedule 2 is amended to read as follows:

“The Recipient shall cause each of the POC to convene, on an annual basis and semi-annual basis, respectively, a stakeholders’ forum comprised of individuals representing the legal

professions, academia, civil society, non-governmental organizations, the business community, religious leaders, local government and other interest groups, including women, to seek feedback on Project implementation.”

5. Section I.C.1(b) of Schedule 2 is hereby amended to read as follows (emphasis added):

“(b) within four (4) months of the Effective Date prepare and adopt the Operations Manual (including a procurement sub-manual, the Financial Management Sub-Manual, **and a results framework**) in form and substance satisfactory to the Administrator, and thereafter implement the Project in accordance with such manual.”

6. Section I.C.4 of Schedule 2 is amended to read as follows:

“4. The Recipient shall ensure that the relevant portions of the Financial Management Manual and Operations Manual shall be made available, at all times until completion of the Project, to each person or entity which receives, is responsible for deposit or transfer of, or takes or influences decisions regarding the use of the proceeds of the Grant, including the PSU, and all consultants and contractors.”

7. Section I.E of Schedule 2 is hereby deleted in its entirety and the remaining section is renumbered accordingly.

8. Section II.A.1 of Schedule 2 is amended to read as follows (emphasis added):

“1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in **the Operations Manual**. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Administrator not later than forty-five (45) days after the end of the period covered by such report.”

9. The table in Section IV.A.2 of Schedule 2 is amended to read as follows:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, and consultants' services, Training and Incremental Operating Cost under the Project	40,000,000	100%
(2) Amount Cancelled as of February 23, 2016	15,000,000	100%
<b>TOTAL AMOUNT</b>	<b>25,000,000</b>	

10. Schedule 3 (Results Framework and Monitoring) is deleted in its entirety.

11. The definitions of “Community Justice Partnership”, “Pilot Province”, “Project Unit”, “Provincial Justice Reform Strategy”, and “Provincial Project Oversight Committee” in the Appendix are hereby deleted.



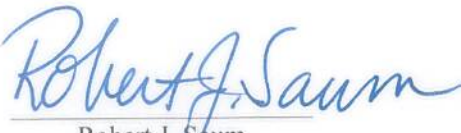
12. The definition of "Operations Manual" in the Appendix is amended to read as follows (emphasis added):

"Operations Manual" means the manual for the implementation of the Project, prepared by the Recipient in accordance with Section I.C.1(b) of Schedule 2 to this Agreement and satisfactory to the Administrator, which includes: (i) details of procurement procedures and standard procurement documentation, reporting requirements guidelines for the preparation of the Annual Work Plans and budgets; decision making procedures, and description of roles and responsibilities; models and templates, all in accordance with the provisions of this Agreement, as the same may be amended from time to time with the prior written approval of the Administrator; (ii) the Financial Management Manual; and (iii) a results framework setting forth the indicators and targets for purposes of monitoring and evaluation of the progress of the Project."

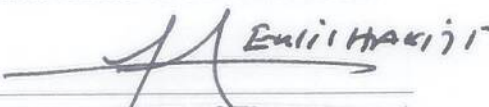
All other provisions of the Agreement, except as amended herein, remain unchanged.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below and returning one fully executed original of this amendment letter to us and retaining one original for your records. This amendment letter shall become effective as of the date of countersignature.

Sincerely,  
INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as Administrator of the Afghanistan Reconstruction Trust Fund

  
Robert J. Saum  
Country Director for Afghanistan  
South Asia Region

AGREED  
ISLAMIC REPUBLIC OF AFGHANISTAN

By:   
Name: Euli HAKIJI  
Title: Minister  
Date: July 13, 2016

cc:

## SCHEDULE 1

### Project Description

The objective of the Project is to increase the access to and use of legal services.

The Project consists of the following parts:

Part 1. [Deleted and intentionally left blank]

Part 2. Legal Empowerment

(a) *Legal Aid:* Strengthening and expanding the legal aid system through (i) the creation, staffing and equipping of legal aid offices and legal information call centers; (ii) development and/or revision of a Legal Aid Strategy and current policies and regulations; (iii) design and implementation of a detailed business plan for the consolidation of the state legal aid system; (iv) strengthening the management capacity of the MoJ to plan, finance and manage legal aid with enhanced automation and information systems; (v) developing and implementing models of cooperation with enforcement agencies; (vi) testing and rolling out low cost culturally sensitive alternatives for delivering legal aid.

Part 3. Organization and Capacity of Justice Institutions

(a) *Strengthening Capacity of JIs:*

- (i) Human Capital: (A) preparation and implementation of human resource strategies, including process and information management and performance management for JIs; (B) training needs assessment for the Supreme Court and AGO; (C) justice and judiciary mapping of the courts and prosecutor's offices; and (D) training courses and programs, and professional gatherings of judges, prosecutors, and their staff in the justice sector.
- (ii) Physical Infrastructure: (A) development of a Capital Investment Plan and infrastructure design standards for the Supreme Court, MoJ, and AGO offices; (B) rehabilitating, constructing and furnishing courts and office buildings; and (C) improvement of information management systems in the JIs.

Part 4. Implementation Capacity

Strengthening the institutional capacity of the PSU secretariat for the carrying out of the Project.