Amendment No. 1 to the Administration Agreement between the Republic of Philippines, represented by the Department of Budget and Management and the International Bank for Reconstruction and Development and the International Development Association regarding the Public Expenditure Management Network in Asia Multi-donor Trust Fund (Trust Fund No. TF072065)

1. Reference is made to the Administration Agreement between the Republic of Philippines, represented by the Department of Budget and Management (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”), regarding the Public Expenditure Management Network in Asia Multi-donor Trust Fund No. TF072065 (the “Trust Fund”) effective as of December 12, 2014 (the “Administration Agreement”).

2. The Parties agree to the following amendments to the Administration Agreement:

A. Section 3 to Annex 1 shall be deleted and replaced with the following:

"3. Eligible Expenditures

3.1. For Bank-executed activities, the Trust Fund funds may be used to finance:

(a) Associated overheads, consultant fees individuals (with indirect costs) and firms, contractual services, extended term consultants (with indirect costs), media, workshop, conference and meeting, staff cost (with indirect cost), temporary support staff cost (with indirect costs), travel expenses, and equipment purchase and lease.

3.2. For Recipient-executed activities, the Trust Fund funds may be used to finance:

(a) Goods, Consulting, Training, Operating and Staff Costs, PEMNA and other activities including IT services and software."

B. A new Section 6 to Annex 1 is added as follows:

"6. Retroactive Financing

6.1. The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of June 3, 2013."

C. Section 6.1 of Annex 2 shall be deleted and replaced with the following:

"6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2019 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total
funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

3. All other terms of the Administration Agreement shall remain the same.

4. The Bank shall disclose this Amendment in accordance with the Bank’s Policy on Access to Information. By entering into this Amendment, the Donor consents to such disclosure.

5. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Bank of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

REPUBLIC OF PHILIPPINES

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]