



PERÚ

Ministerio
de Economía y Finanzas

Despacho
Viceministerial de
Hacienda

Dirección General del
Tesoro Público

"DECENIO DE LA IGUALDAD DE OPORTUNIDADES PARA MUJERES Y HOMBRES"
"AÑO DE LA UNIVERSALIZACION DE LA SALUD"

Lima, 29 MAYO 2020

OFICIO N° 251/2020-EF/52.04

Señora

MARIANNE FAY

Directora

Bolivia, Ecuador, Chile, Perú y Venezuela

BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO

Av. Álvarez Calderón N° 185- Piso 7 San Isidro - Lima 27

Presente. -

Asunto : Contrato de Préstamo N° 8682-PE - Proyecto Mejoramiento y Ampliación de los Servicios del Sistema Nacional de Ciencia, Tecnología e Innovación Tecnológica.

Referencia: Carta N° 124-2020-BM-LC6-PE

Es grato dirigirme a usted con relación a la comunicación de la referencia, a través de la cual, el Banco Mundial remite dos originales de la Carta Enmienda al Contrato de Préstamo de la referencia para su suscripción correspondiente por el Ministerio de Economía y Finanzas.

Al respecto, informo a usted que el suscrito ha firmado los dos originales de la referida Carta Enmienda, de las cuales, remitimos a su Despacho un ejemplar de la misma para los fines que estime pertinente.

Hago propicia la ocasión para expresarle los sentimientos de mi especial consideración.

Atentamente,



JOSÉ OLIVARES CANCHARI
Director General
Dirección General del Tesoro Público

MARIANNE FAY
Director
Bolivia, Chile, Ecuador and Perú

18 MAY 2020

Her Excellency
Mrs. Maria Antonieta Alva Luperdi
Minister of Economy and Finance
Ministry of Economy and Finance
Jr. Junín 319, Cercado de Lima
Lima, Perú

*Re: Peru: Strengthening the Science, Technology and Innovation System Project (Loan No. 8682-PE)
Second Amendment to the Loan Agreement*

Excellency:

Please refer to the Loan Agreement between the International Bank for Reconstruction and Development (the "Bank") and the Republic of Peru (the "Borrower") for the Strengthening the Science, Technology and Innovation System Project ("Project") dated February 8, 2017 ("Loan Agreement"), as amended. The capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the Loan Agreement.

We also refer to the Borrower's request, through the Ministry of Economy and Finance, dated March 2, 2020 (Oficio No. 183-2020-EF/52.04) indicating certain changes in the implementation arrangements on account of Law No. 30806, approved in July 2018, whereby the administrative and fiduciary management of FONDECYT was absorbed by CONCYTEC, as well as a reallocation of resources from Component 3 to Component 2 to support scale-up activities under sub-component 2.3 of the Project.

We are pleased to inform you that the Bank agrees with the Borrower's request, and proposes to amend the Loan Agreement as follows:

1. Section I.A.2 in Schedule 2 (Project Execution) to the Loan Agreement is hereby amended to read as follows:
 - "2. **Project Implementation Team:** The Borrower shall ensure that FONDECYT assigned (*adscrito*) to CONCYTEC, with administrative and fiduciary support from CONCYTEC, shall: (a) maintain, until the completion of the Project, a team (the PIT) responsible for the management, coordination, supervision, monitoring and evaluation of the Project, including all procurement, financial management, safeguard aspects related to the Project; and (b) hire no later than one month after the Effective Date, and thereafter maintain, key staff in said PIT with functions, experience, responsibilities and qualifications acceptable to the Bank, as described in the Operational Manual, including a Project coordinator, an adjunct Project coordinator; at least three technical experts, one procurement specialist, one financial management specialist, one budget and planning specialist, one legal specialist, and one communication specialist, to support the implementation of the Project."

2. The table specifying the categories of Eligible Expenditures under Section IV.A.2 in Schedule 2 (Project Execution) to the Loan Agreement is hereby amended to read as follows:

“Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Matching Grants under Parts 2.3 (Productivity and Innovation Matching Grants Type 1) and 3	32,262,600	100% of amounts disbursed under each Matching Grant
(2) Consulting ⁷ services and Non-consulting Services required for Matching Grants under Part 3	3,157,400	100% of amounts disbursed
(3) Goods, Non-consulting Services, consulting services, Operating Costs and Training required under the Project, excluding Parts 2.3 and 3 of the Project	7,307,300	100%
(4) Goods, Non-consulting Services, consulting services, Operating Costs and Training required for Matching Grants under Part 2.3 (Productivity and Innovation Matching Grants Type 2)	2,272,700	100% of amounts disbursed
Total Amount	45,000,000”	

3. The following Definitions in the Appendix to the Loan Agreement are hereby amended to read as follows:

- “5. “CONCYTEC” means *Consejo Nacional de Ciencia, Tecnología e Innovación Tecnológica*, the Borrower’s National Council for Science, Technology, and Technological Innovation, a specialized technical entity (*organismo*) assigned (*adscrito*) to PCM, as established and operating under the Borrower’s Law No. 28303 dated July 27, 2004, as modified by Law No. 30806 of July 5, 2018.”
- “9. “FONDECYT” means *Fondo Nacional de Desarrollo Científico, Tecnológico y de Innovación Tecnológica*, the Borrower’s National Fund for Scientific, Technological and Innovation Development, an implementation agency assigned (*adscrito*) to CONCYTEC, as established and operating under the Borrower’s Law No. 28303 dated July 27, 2004, as modified by Law No. 30806 of July 5, 2018.”
- “19. “PIT” means the Project Implementation Team created within FONDECYT and CONCYTEC and referred to in Section I.A.2 of Schedule 2 to this Agreement, or any successor to thereto acceptable to the Bank.”

All the terms and conditions of the Loan Agreement, except as amended hereby, shall remain in full force and effect.

Finally, during the Project’s mid-term review carried out in July 2019, the Borrower and the Bank reviewed the Project’s progress towards achieving the PDO and results indicators, and mutually reached a

conclusion that minor adjustments needed to be made to the Project's intermediate results indicators; those changes will be reflected accordingly in the Project Operational Manual, pursuant to Section II.A.1 of Schedule 2 to the Loan Agreement.

Please confirm the Borrower's agreement to the amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the Loan Agreement, except as amended through this Amendment Letter, shall remain in full force and effect. This Amendment Letter shall be executed in two (2) counterparts each of which shall be an original.

The provisions set forth in this Amendment Letter shall become effective upon the date of the countersignature and receipt by the Bank of one fully executed original of this Amendment Letter.

The Restructuring Paper dated April 30, 2020 will be disclosed on the Bank's external website.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By



Marianne Fay
Director

Bolivia, Chile, Ecuador and Perú

AGREED:

MINISTRY OF ECONOMY AND FINANCE OF PERU

By:


Authorized Representative

Name:

Jose Olivares

Title:

Director General Tesoro Publico

Date:

28/05/2020

cc: Mr. Jose Andrés Olivares Canchari
General Director of Public Treasury
Ministry of Economy and Finance



MARIANNE FAY
DIRECTORA
Bolivia, Chile, Ecuador y Perú

18 de mayo de 2020
Carta No. 124-2020-BM-LC6-PE

Señor
José Olivares
Director General
Dirección General del Tesoro Público
Ministerio de Economía y Finanzas
Jr. Junín 319
Cercado

Estimado señor Olivares:

*Ref.: Carta Enmienda al Contrato de Préstamo No. 8682-PE
(Proyecto Mejoramiento y Ampliación de los Servicios del Sistema Nacional de Ciencia,
Tecnología e Innovación Tecnológica)*

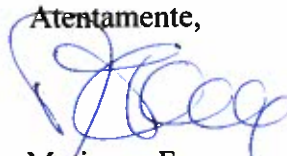
Estimado señor Olivares:

Por medio de la presente me es grato saludarlo y a su vez me permito hacerle llegar dos (2) originales de la Carta Enmienda al Contrato de Préstamo No. 8682-PE (Proyecto Mejoramiento y Ampliación de los Servicios del Sistema Nacional de Ciencia, Tecnología e Innovación Tecnológica), debidamente firmados en representación del Banco Internacional de Reconstrucción y Fomento.

De contar con su opinión favorable, apreciaría se sirva gestionar la firma, en representación de la República del Perú, de ambos originales y consignar la fecha en la primera página, luego de lo cual, agradeceríamos la devolución de uno de los originales al Banco Mundial, a la dirección indicada en el membrete de la presente.

Sin otro particular, hago propicia la ocasión para reiterarle mi especial consideración.

Atentamente,



Marianne Fay
Directora
Bolivia, Chile, Ecuador y Perú

Adjunto: lo indicado.



MARIANNE FAY
Director
Bolivia, Chile, Ecuador and Perú

18 MAY 2020

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Ministry of Economy and Finance
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General Director of Public Treasury
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