



CR 4342
CR 4343
CR 4348

H321
H320

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

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Cable Address: INTBAFRAD
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July 30, 2013

Mr. Mohammed Bello Tuga
Executive Secretary
Niger River Basin Authority
Niamey, Niger

Dear Mr. Tuga:

**Re: Niger Basin Water Resources Development and Sustainable Ecosystems Management
Project (IDA Financing Nos. 4342-BEN, H321-GUI, 4343-MLI, H320-NIR, 4348-UNI)
Additional Instructions: Disbursements**

I refer to the Financing Agreements (hereafter collectively referred to as the "Agreements" and individually referred to as an "Agreement") between the International Development Association (the "Association") and the Republic of Benin, the Republic of Guinea, the Republic of Mali, the Republic of Niger and the Federal Republic of Nigeria (henceforth collectively referred to as the "Recipients" or individually referred to as a "Recipient"), dated July 26, 2007, for the provision of a credit or grant (hereafter collectively referred to as the "Financings" or individually referred to as a "Financing") in support of the above captioned project. Each Agreement has designated the Executive Secretary of the Niger River Basin Authority as the representative of each Recipient for the withdrawal of funds from each Financing. Each Agreement also provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of the Financing and the operation of the Designated Account.

This revised Disbursement Letter supersedes the Disbursement Letter dated July 07, 2007, for the above referenced project, restating Section I (iii) and (iv) to add 'Electronic Delivery' and "*Terms and Conditions of Use of SIDC to Process Applications*", to enable electronic submission of application.

In addition, the address where withdrawal application should be sent, stated in Section II (ii) has also been updated. All other provisions and attachments of the Disbursement Letter dated July 07, 2007, except as amended, shall remain in force and effect. This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Financings is

specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The following Disbursement Methods may be used under the Financings:

- Reimbursement
- Advance
- Direct Payment
- Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The disbursement deadline date is 4 months after the closing date indicated in the Agreements. Any changes to this date will be notified to the Recipients and their representative for the withdrawal of funds by the Association.

(iii) Disbursement Conditions (subsection 3.8). Retroactive financing is authorized under the following conditions:

- (a) From the Financing of the Republic of Benin, in a maximum amount equivalent to US Dollars 58,000 for the financing of Eligible Expenditures made after February 1, 2007, under Category (1);
- (b) From the Financing of the Republic of Guinea, in a maximum amount equivalent to US Dollars 63,000 for the financing of Eligible Expenditures made after February 1, 2007, under Category (1);
- (c) From the Financing of the Republic of Mali, in a maximum amount equivalent to US Dollars 109,000 for the financing of Eligible Expenditures made after February 1, 2007, under Category (1);
- (d) From the Financing of the Republic of Niger, in a maximum amount equivalent to US Dollars 20,000 for the financing of Eligible Expenditures made after February 1, 2007, under Category (1); and
- (e) From the Financing of the Federal Republic of Nigeria, in a maximum amount equivalent to US Dollars 155,000 for the financing of Eligible Expenditures made after February 1, 2007, under Category (1); and in a maximum amount equivalent to US Dollars 300,000 for the financing of Eligible Expenditures made after June 1, 2007, under Category (2).

II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1). Each Beneficiary has designated the Executive Secretary of the Niger Basin Authority for the purpose of submitting withdrawing the funds of the Financings. A letter in the form attached (Attachment 2) should be furnished to the Association at the address indicated below. This letter should provide the name(s) and specimen

signature(s) of the official(s) authorized by the Executive Secretary of the Niger Basin Authority to sign Applications:

The World Bank
1818 H Street
Washington D.C. 20433, USA
Attention: Mark Tomlinson
Director, Africa Region

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit to the address indicated below:

The World Bank
Loan Department
Kenya Re Towers, 10th Floor
Upper Hill, off Ragati Road
Nairobi
Kenya.
Contact Telephone number: +254 20 2983 000.

(iii) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through the Association's Client Connection, web-based portal. The option to deliver Applications to the Association by electronic means may be effected if: (a) the Recipient has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification credentials ("SIDC") from the Association for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Recipient have registered as users of Client Connection. If the Association agrees, the Association will provide the Recipient with SIDC for the designated officials. Following which, the designated officials may deliver Applications electronically by completing Form 2380, which is accessible through Client Connection (<https://clientconnection.worldbank.org>). The Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The Association reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Recipient.

(iv) Terms and Conditions of Use of SIDC to Process Applications. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of Secure Identification Credentials") provided in Attachment [3]; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for direct payment and special commitment and reimbursement applications should be the equivalent of US Dollars 1,000,000 for the withdrawal from the Credit Account for the Federal Republic of Nigeria and the equivalent of US Dollars 100,000 for the withdrawal from the Credit Account for Benin, the Grant Account for Guinea, the Credit Account for Mali and the Grant Account for Niger.

(vi) Advances in Designated Accounts (sections 5 and 6).

- **Number of Designated Accounts:** There will be six Designated Accounts opened respectively by:
 - (a) The Centre Regional pour la Promotion Agricole des Départements du Borgou et de l'Alibori of the Republic of Benin ("Benin Designated Account A") for the deposit of the funds of Category (2) under the Agreement with the Republic of Benin;
 - (b) The Direction Nationale du Genie Rural of the Republic of Guinea ("Guinea Designated Account A") for the deposit of the funds of Category (2) under the Agreement with the Republic of Guinea;
 - (c) The Association pour la Gestion et l'Exécution des Travaux d'Infrastructures et d'Equipements Ruraux (AGETIER) of the Republic of Mali ("Mali Designated Account A") for the deposit of the funds of Category (2) under the Agreement with the Republic of Mali;
 - (d) The National Focal Structure of the Republic of Niger ("Niger Designated Account A") for the deposit of the funds of Category (2) under the Agreement with the Republic of Niger;
 - (e) The Power Holding Company of Nigeria PLC of the Federal Republic of Nigeria ("Nigeria Designated Account A") for the deposit of the funds of Category (2) under the Agreement with the Republic of Nigeria; and
 - (f) The Niger Basin Authority ("NBA Designated Account B") for the deposit of the funds of Category (1) under Agreement with the Republic of Benin, the Agreement with the Republic of Guinea, the Agreement with the Republic of Mali, the Agreement with the Republic of Niger, and the Agreement with the Republic of Nigeria, respectively.

Type of Designated Accounts (subsection 5.3): Designated Account will be segregated.

Currency of the Designated Accounts (subsection 5.4).

- (a) Benin Designated Account A: CFAF
- (b) Guinea Designated Account A: USD
- (c) Mali Designated Account A: CFAF
- (d) Niger Designated Account A: CFAF
- (e) Nigeria Designated Account A: USD
- (f) NBA Designated Account B: Euros

Financial Institution at which the Designated Account will be opened (subsection 5.5):

- (a) Benin Designated Account A: ECOBANK, Parakou, Benin
- (b) Guinea Designated Account A: BICIGUI
- (c) Mali Designated Account A: BNDA Mali, Segou, Mali
- (d) Niger Designated Account A: Banque Atlantique , Niamey, Niger
- (e) Nigeria Designated Account A: FIDELITY BANK Plc, Abuja, Nigeria
- (f) NBA Designated Account B: ECOBANK, Niamey, Niger

Ceiling of Authorized Advance on the Designated Accounts (subsection 6.1). The maximum US Dollar equivalent amount of the Advance on each Designated Account is as follows:

- (a) Benin Designated Account: 250,000,000 CFAF
- (b) Guinea Designated Account: 500,000 USD
- (c) Mali Designated Account: 500,000,000 CFAF
- (d) Niger Designated Account: 450,000,000 CFAF
- (e) Nigeria Designated Account: 8,000,000 USD
- (f) NBA Designated Account: Euro equivalent to 700,000 USD. Each replenishment of the Authorized Advance on the NBA Designated Account shall be funded from the five

Financing percentages, as follows:

- i. Benin Financing: 14.33%;
- ii. Guinea Financing: 15.06%
- iii. Mali Financing: 27.19%
- iv. Niger Financing: 4.80%; and
- v. Nigeria Financing: 38.62%.

III. Reporting on Use of Financing Proceeds

(i) Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out below:

For requests for Reimbursement:

- Statement of Expenditure in the form attached (Attachment 3);
- Records evidencing Eligible Expenditures, e.g., copies of receipts, supplier invoices, for payments against contracts valued at US\$ 500,000 or more for works, US\$ 250,000 or more for goods, US\$ 100,000 equivalent or more for consulting firms and US\$50,000 equivalent or more for individual consultants;
- List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 4), with related attachments (copy of receipts and bills).

For reporting eligible expenditures Paid from the Designated Account:

- Statement of Expenditure in the form attached (Attachment 3);
- Records evidencing Eligible Expenditures, e.g., copies of receipts, supplier invoices, for payments against contracts valued at US\$ 500,000 or more for works, US\$ 250,000 or more for goods, US\$ 100,000 equivalent or more for consulting firms and US\$50,000 equivalent or more for individual consultants;
- List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 4), with related attachments (copy of receipts and bills).

For requests for Direct Payment: records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3).

A Bank statement and a reconciliation of the Designated Account, together with a replenishment application will be submitted monthly.

IV. Other Important Information

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank's public website at <http://www.worldbank.org> and its secure website "Client Connection" at <http://clientconnection.worldbank.org>. Print copies are available upon request. From the Client Connection website, you will be able to download Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information.

If you have any queries in relation to the above, please contact Mr. Faly Diallo, Field Finance Officer at loa-afr@worldbank.org using the above reference.

Yours sincerely,



Wolfgang M. T. Chadab
Senior Finance Officer
Africa Region

**Terms and Conditions of Use of Secure Identification Credentials
in connection with Use of Electronic Means
to Process Applications
and Supporting Documentation**

March 1, 2013

The World Bank (Bank)¹ will provide secure identification credentials (SIDC) to permit the Borrower² to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

SIDC can be either: (a) hardware-based (Physical Token), or (b) software-based (Soft Token). The Bank reserves the right to determine which type of SIDC is most appropriate.

A. Identification of Users.

1. The Borrower will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.
2. Each Signatory must register as a user on the Bank's Client Connection (CC) website (<https://clientconnection.worldbank.org>) prior to receipt of his/her SIDC. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

B. Initialization of SIDC.

1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound by these Terms and Conditions of Use.

¹ "Bank" includes IBRD and IDA.

² "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

2. Where a Physical Token is to be used, promptly upon receipt of the Physical Token, the Signatory will access CC using his/her account name and CC Password and register his/her Physical Token and set a personal identification number (PIN) to be used in connection with the use of his/her Physical Token, after which the Physical Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Where a Soft Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the SIDC of the SIDC User. Neither the Borrower nor the SIDC User will have any access to the Account.
3. Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials provided by the Bank in use of the SIDC.

C. Use of SIDC.

1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.
2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Borrower, or third parties.
3. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:
 - 4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.
 - 4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.
 - 4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.
 - 4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify clientconnection@worldbank.org.

4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.

5. ***Reservation of Right to Disable SIDC***

5.1. The Borrower shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.

5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a SIDC, de-activate a SIDC User's Account or both.

6. ***Care of Physical Tokens***

6.1. Physical Tokens will remain the property of the Bank.

6.2. The Bank will physically deliver a Physical Token to each Signatory designated to receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Physical Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Physical Token.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care of Physical Tokens are available at <http://www.rsa.com>.

7. ***Replacement***

7.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Physical Tokens will be replaced at the expense of the Borrower.

7.2. The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to reactivate a SIDC User's Account.