H.E. Jean Gustave Sanon
Minister of Economy and Finance
03 B.P. 7050
Ouagadougou, Burkina Faso

Re: IDA Grant Number H997-BF
Urban Water Sector Project
Additional Financing
Additional Instructions: Disbursement

Excellency

I refer to the Financing Agreement ("Agreement") between Burkina Faso (the "Recipient") and the International Development Association ("Association"), for the above-referenced project of even date herewith. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of this Financing. 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 Loan 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 Financing:

- Reimbursement
- Direct Payment
- Advance
- Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in the Financing Agreement. Any change to this date will be notified by the Association.
(iii) **Disbursement Conditions** *(subsection 3.8)*. Please refer to the Withdrawal Conditions in the Financing Agreement.

II. Withdrawal of Financing Proceeds

(i) **Authorized Signatures** *(subsection 3.1)*. Application for this Financing will be signed by the officials(s) authorized to sign Application for all financings to the Recipient, as revised from time to time.

(ii) **Applications** *(subsections 3.2 - 3.3)*. Please provide completed and signed 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,
Delta Center, 13th Floor,
Menengai Road, Upper Hill,
Nairobi,
Kenya.
Contact Telephone number: +254 20 2936 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 [2]; 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 is 20% of the Designated Account ceiling.

(vi) Advances (sections 5 and 6).

- **Type of Designated Account (subsection 5.3):** Pooled
- **Currency of Designated Account (subsection 5.4):** CFAF
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** BCEAO – Ouagadougou with a transaction account opened at Banque Internationale pour le Commerce, l'Industrie et l'Agricultrue du Burkina – BICIA-B
- **Ceiling (subsection 6.1):** CFAF 2,200,000 under transaction based disbursements

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 and for reporting eligible expenditures paid from the Designated Account:**
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient's acceptance of contracted goods or services) for payments made against contracts valued at USD 500,000 or more for works and goods, USD 200,000 or more for consulting firms and USD 50,000 or more for individual consultants
  - Statement of Expenditure in the form attached (Attachment 3) for all other expenditures
  - List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 4)
  - Form of Designated Account Reconciliation Statement in the form attached (Attachment 5)

- **For requests for Direct Payment:** records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient’s acceptance of contracted goods or services.

- **For requests for Special commitments:**
  - Letter of credit
  - Copy of the contract

(iii) Other Supporting Documentation Instructions
Copies of the bank statements of the Designated Account and a reconciliation statement (Attachment 5) for this Account should be submitted with each Application for advances to the designated account and/or for reporting eligible expenditures paid from the Designated Account.
IV. Other Disbursement Instructions

Funds from the Designated Account may be transferred to transaction accounts in to meet eligible expenditures, provided that transactions and balances in these accounts are included in all project financial reports and in the reconciliation referred to in Section III(iii) above.

V. Other Important Information


From the Client Connection website, you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information.

If you have not done so, the Bank recommends that you register as a user of the Client Connection website at https://clientconnection.worldbank.org. From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing and retrieve related policy, financial, and procurement information. For more information about the website and registration arrangement, please contact the World Bank by email at https://clientconnection.worldbank.org.

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

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Mercy M. Tembon
Country Manager for Burkina Faso
Africa Region

Attachments
1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
3. Form of Statement of Expenditure
4. Form of Payments Against Contracts Subject to the World Bank’s Prior Review
5. Designated Account Reconciliation Statement
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 Borrower\(^2\) 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.

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\(^1\) “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. Security

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, cracked 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.
## STATEMENT OF EXPENDITURES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No.</th>
<th>Name of Supplier, Contract or Consultant</th>
<th>Brief Description of Goods, Works or Services</th>
<th>Total Amount of Contract (Include all currencies)</th>
<th>Total invoice amount covered by this application (net of retention)</th>
<th>Eligible % of financing</th>
<th>Currency and eligible amount paid (7)(8)</th>
<th>US$ Equivalent paid from Special Account **</th>
<th>Date of Payment</th>
<th>Exchange Rate **</th>
<th>Remarks or Invoice reference(s), including no-objection telex date</th>
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**TOTALS**

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Attachment 4

Summary Sheet of Payments Against Contracts Subject to the World Bank’s Prior Review

Date: __________________________

Application No.: __________________________

Loan/Grant No.: __________________________

Ref. No.: __________________________

<table>
<thead>
<tr>
<th>Cy Code</th>
<th>Total No. of Invoice</th>
<th>Date of Invoice</th>
<th>Currency and Total Amount of Invoice Covered by Application (Net of Retention)</th>
<th>Eligible % from Schedule 1 of Financing Agreement</th>
<th>Amount Eligible for Financing (8 x 9)</th>
<th>Currency and Amount Paid from Designated Account (if Applicable)</th>
<th>Exchange Rate (Col. 11 divided by Col. 10)</th>
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 **TOTALS**

Authorized Signatory

Amount retained at __________________________

(insert location) be used for retroactive financing
d by category; or alternatively, a separate form may be used for each category
DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN/CREDIT/PPF/COFINANCIER NUMBER
ACCOUNT NUMBER WITH (BANK)

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER) $ 

2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK $ 

3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) = $ 

4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE $ 

5. PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION NO. AMOUNT $ 

6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YETCLAIMED REASON: AMOUNT $ 

7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS NOT YET CREDITED AT DATE OF BANK STATEMENTS 

<table>
<thead>
<tr>
<th>APPLICATION NO.</th>
<th>AMOUNT</th>
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   SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + $ 

8. MINUS: INTEREST EARNED $ 

9. TOTAL ADVANCE ACCUMULATED FOR (NO. 4 THROUGH NO. 9) = $ 

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9: 

11. DATE: SIGNATURE: TITLE: