Re: IDA Financing 5192-HN (Safer Municipalities Project)
Additional Instructions: Disbursement Letter

Excellency,

I refer to the Financing Agreement between the International Development Association (the “Association”) and Honduras (the “Recipient”) for the above-referenced Project, dated [December 18, 2012]. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of IDA Credit 5192-HN (“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 Financing 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
- Advance
- Direct Payment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is 4 months after the Closing Date specified in the Financing Agreement. Any changes to this date will be notified by the Association.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) in the Financing Agreement.
II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1). A letter, in the form attached (Attachment 2), should be furnished to the World Bank at the address indicated below providing the names and specimen signatures of the officials authorized to sign Applications:

The World Bank
1818 H Street, N.W.
Washington, DC 20433
United States of America
Attention: C. Felipe Jaramillo, Country Director

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed applications for withdrawal, together with supporting documents, to the address indicated below:

Banco Mundial
Setor Comercial Norte
Quadra 02, Lote A
Edificio Corporate Finance Center
7° andar
70712-900 Brasilia, D.F.
Brazil
Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4) The World Bank may permit the Recipient to electronically deliver to the World Bank Applications (with supporting documents) through the World Bank’s Client Connection, web-based portal. The option to deliver Applications to the World Bank 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 devices (“Tokens”) from the World Bank 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 World Bank agrees, the World Bank will provide the Recipient with Tokens 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 World Bank 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 Tokens to Process Applications. By designating officials to accept Tokens 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation (“Terms and
Conditions of Use of Tokens”) in Attachment 3; and (b) to deliver the Terms and Conditions of Use of Tokens to each such official and 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 US$100,000 for Direct Payment and Reimbursements.

(vi) Advances (sections 5 and 6) to FHIS.

- Type of Designated Account (subsection 5.3): Segregated.
- Financial Institution at which the Designated Account Will Be Opened (subsection 5.5): Central Bank of Honduras.
- Ceiling (subsection 6.1): US$500,000.

(vii) Advances (sections 5 and 6) to FHIS for Municipal Sub-projects.

- Type of Designated Account (subsection 5.3): Segregated.
- Financial Institution at which the Designated Account Will Be Opened (subsection 5.5): Central Bank of Honduras.
- Ceiling (subsection 6.1): Variable ceiling based on quarterly forecast.

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

- For requests for Reimbursement and expenditures paid from the Designated Account:
  
  o Statement of Expenditure with supporting documentation, in the form attached (Attachment 4) with records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments made under contracts for:

    ✗ Civil Works valued at US$200,000 equivalent or more;
Goods and Consulting firms valued at US$100,000 equivalent or more;
- Individual Consultant and Non-Consultant Services valued at US$50,000 equivalent or more;
- Training and Operating Costs valued at US$20,000 equivalent or more;

- Custom Statement of Expenditures, in the form attached (Attachment 5), for Municipal Subprojects under Part 2.3 (Category 2) of the project, along with the Other Disbursement Instructions in section IV of this letter;
- Statements of Expenditures, in the form attached (Attachment 6), for all other eligible expenditures,
- List of payments under contract subject to Prior Review, in the form attached (Attachment 7); and,
- Designated Account Activity Statement, in the form attached (Attachment 8), with a copy of the Designated Account Bank Statement.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3): Quarterly or more often if needed.

IV. Other Disbursement Instructions

Retroactive Financing: The Bank will finance payments made prior to the date of the Finance Agreement, except that withdrawals up to: (i) an aggregate amount not to exceed 20% of the amount allocated to Categories (1) for payments made prior to this date but on or after September 1, 2012 for Eligible Expenditures under Categories (1); or (ii) an aggregate amount not to exceed 40% of the amount allocated to Category (3) for payments made prior to this date but on or after September 1, 2012, for Eligible Expenditures under Category (3).

Municipal Subprojects (Part 2.3): Category 2 will finance, among other activities, implementation of specific sub-projects by participating municipalities, once the administrative review and approval has been obtained from FHIS and the Association. Sub-project costs will not exceed $500,000 and will include the procurement of works, goods and consultant services. In those cases, bidders, suppliers and consultants will be selected by using procurement procedures consistent with the methods agreed with the Association and provided in the Bank Procurement Guidelines and the Bank Consultant Guidelines, or local procedures as otherwise agreed with the Association.

Funds will be disbursed for subproject based on Municipality Agreements. The participating municipalities will open Project Dedicated Accounts under terms and in Financial Institutions both acceptable to the IDA. FHIS will transfer funds from the Designated Account opened for disbursements under Part 2.3, to the Municipalities Project Dedicated Account (Municipal Account). FHIS will be responsible for monitoring the Municipal Account to ensure adequate counterpart funding and proper use of bank-financed funds. In order for FHIS to replenish the Designated Account
established for subprojects, it will be required to submit the following:

- Custom Statement of Expenditures, in the form attached (Attachment 5);
- Designated Account Activity Statement, in the form attached (Attachment 8);
- Evidence of a financial review of the Municipal Account; and,
- For only the first replenishment under each Municipality Agreement, evidence of a Municipality Agreement that is signed in accordance with the provision of Schedule 2, C of the legal agreement and the Associations corresponding no objection.

**Immediate Response Mechanism (IRM) Component:** This component would finance public and private sector expenditures on a positive list of goods, both domestic and imported, required for Honduras' emergency recovery. The positive list will be defined in an IRM specific Operational Manual, but it may include, *inter alia:* (i) construction materials and industrial machinery; (ii) water, land and air transport equipment, including supplies and spare parts; (iii) school supplies and equipment; (iv) medical supplies and equipment; (v) petroleum and fuel products; and (vi) communications equipment. These expenditures will be in accordance with OP8.00 and will be appraised, reviewed and found to be acceptable to the Bank before any disbursement is made.

An Operational Manual will apply to this component detailing specific financial management, procurement, safeguard procedures and any other arrangements to ensure that funds are disbursed in a rapid and efficient manner following an eligible emergency. Other eligible expenditures to be defined in the Operational Manual: (a) for specific works may include urgent infrastructure works (repairs, rehabilitation, construction, etc.) to mitigate the risks associated with the disaster for affected populations; (b) for goods may include construction materials and equipment, agricultural inputs (excluding pesticides), and telecommunication equipment among others; (c) for services may include studies (technical, social, environmental, etc.) necessary as a result of the effects of the disaster for identification of priority works, feasibility assessments, or delivery of related analyses; and (d) for emergency operation costs may include incremental expenses such as additional transport costs, increased electricity bills for the public sector, staff overtime, and rental of light and heavy machinery. In the case of works, a sequenced approach to safeguards, as per OP 8.00, will be followed.

V. **Other Important Information**


From the Client Connection website, you will be able to download Applications, monitor the near real-time status of the Grant, and retrieve related policy, financial, and procurement information.
If you have not already done so, the World Bank recommends that you register as a user of the Client Connection website (http://clientconnection.worldbank.org). From this 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 the World Bank Loan Department by sending an email to loa-lcr@worldbank.org and using the credit number and name as a reference.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

C. Felipe Jaramillo
Director
Central America
Latin America and the Caribbean Region
Attachments

2. Form for Authorized Signatures
4. Statement of Expenditures with supporting documentation (records)
5. Custom Statement of Expenditures for Municipal Subprojects
6. Statement of Expenditures without records
7. List of Contracts Subject to Prior Review
8. Designated Account Activity Statement

Cc with copies: Pompeyo Bonilla Reyes
Ministro de Seguridad

Miguel Edgarlo Martinez Pineda
Ministro-Director Fondo Hondureño de Inversión Social
Dear [Country Director]:

Re: Financing No. ____-____ (___________ Project)

I refer to the Financing Agreement ("Agreement") between the International Development Association (the "Association") and [name of Recipient] (the "Recipient"), dated ______, providing the above Financing. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any [one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal [and applications for a special commitment] under this Financing.

For the purpose of delivering Applications to the Association, [each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting [individually] [jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

5[This confirms that the Recipient is authorizing such persons to accept Tokens and to deliver the Applications and supporting documents to the Association by electronic means. In full recognition that the Association shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process

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1 Instruction to the Recipient: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. Please delete this footnote in final letter that is sent to the Association.

2 Instruction to the Recipient: Stipulate if more than one person needs to jointly sign Applications, if so, please indicate the actual number. Please delete this footnote in final letter that is sent to the Association.

3 Instruction to the Recipient: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Association.

4 Instruction to the Recipient: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. Please delete this footnote in final letter that is sent to the Association.

5 Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Tokens and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. Please delete this footnote in final letter that is sent to the Association.
Applications and Supporting Documentation ("Terms and Conditions of Use of Tokens"), the Recipient represents and warrants to the Association that it will deliver to each such person a copy of the Terms and Conditions of Use of Tokens and will cause such persons to abide by those terms and conditions.

This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

[Name], [position] Specimen Signature: __________________________

[Name], [position] Specimen Signature: __________________________

[Name], [position] Specimen Signature: __________________________

Yours truly,

/ signed /

[Position]
Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation

January 20, 2010

The World Bank (Bank)\textsuperscript{6} will provide secure identification devices (Tokens) to permit the Borrower\textsuperscript{7} 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.

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 Tokens 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 delivery of Tokens. 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. Distribution, Initialization and Return of Tokens.

1. The Bank will physically deliver a Token to each Signatory in a manner to be determined by and satisfactory to the Bank.

2. At the time of delivery of a Token to a Signatory, the Signatory will receive a copy of these Terms and Conditions of Use for purposes of initializing the Token.

3. The Bank will verify that the Token, Temporary Password and Terms and Conditions of Use have been duly delivered to and received by the CC User.

4. Promptly upon receipt of the Token and Terms and Conditions of Use, the Signatory will access CC using his/her account name and CC Password and register his/her Token and set a personal identification number (PIN) to be used in connection with the use of his/her Token, after which the Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of

\textsuperscript{6} “Bank” includes IBRD and IDA.

\textsuperscript{7} “Borrower” includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.
the Token, the Signatory will be a “Token User”. The Bank will maintain in its database a user account (Account) for each Token User for purposes of managing the Token of the Token User. Neither the Borrower nor the Token User will have any access to the Account.

5. Prior to first use of the Token by the Token User for delivering Applications, the Borrower shall ensure that the Token User has received training materials provided by the Bank in use of the Token.

6. Tokens shall be promptly returned to the Bank upon request of the Bank.

C. Management of Tokens.

1. Tokens will remain the property of the Bank.

2. Use of the Token is strictly limited to use in the delivery of Applications by the Token User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the Token is prohibited.

3. The Bank assumes no responsibility or liability whatsoever for any misuse of the Token by the Token User, other representatives of the Borrower, or third parties.

4. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in delivery of a Token to each Token User) that each Token User is provided, understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

Security

4.1. The Token User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.

4.2. The Token User shall not allow anyone else to utilize a Token to deliver an Application to the Bank.

4.3. The Token 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 Token User believes a third party has learned his/her PIN or has lost his/her 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 Tokens, and take other reasonable steps to ensure such Tokens are disabled immediately.
Care of Tokens

4.6. 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, 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. 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 Token.

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

5. Replacement

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

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

6. Reservation of Right to disable Token

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

6.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a Token, de-activate a Token User’s Account or both.
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
Certificado De Gastos
ENVIAR DOCUMENTACION DE APOYO

PRESTAMO/CREDITO/DONACION NO.:
NO. SOLICITUD:
NO. HOJA:

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<td>Descripción del Bien</td>
<td>Moneda y Monto</td>
<td>Número de la Factura</td>
<td>Moneda</td>
<td>Número del Proveedor</td>
<td>100% Monto Pagado al Proveedor</td>
<td>Fecha del Pago por IDA</td>
<td>Monto Admisible (Col 6 X Col 8)</td>
<td>Tasa de Cambio</td>
<td>Cantidad Designada</td>
<td>Cuenta Designada (Col 3 / Col 10)</td>
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Attachment 4
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<th>Moneda del Subproyecto</th>
<th>Monto Total del Subproyecto</th>
<th>Monto Adelantado al Subproyecto por el FOMIS</th>
<th>Gastos Ejecutados Acumulados del Subproyecto</th>
<th>Identificación del contrato o gasto (No CC si está disponible)</th>
<th>Nº de la Factura</th>
<th>Fecha de Pago</th>
<th>Monto rendido en esa Solicitud en Lempiras</th>
<th>% financiado por el Banco</th>
<th>Monto financiado por el Banco</th>
<th>Tasa de Cambio</th>
<th>Fecha de Débito o Designación</th>
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Attachment 5
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
CERTIFICADO DE GASTOS
Sin documentacion

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<th>PRESTAMO/CREDITO/DONACION NO.:</th>
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<tr>
<td>Nombre del Proveedor</td>
<td>País del Proveedor</td>
<td>Descripción del Bien (CS,GO,OP)</td>
<td>Moneda y Monto del Contrato o Recibo</td>
<td>Número de la Factura del Proveedor</td>
<td>100% Monto Pagado al Proveedor</td>
<td>Fecha del Pago</td>
<td>% Monto Admisible por IDA (Col 6 X Col 8)</td>
<td>Monto Tasa de Cuenta</td>
<td>Cuenta Cambio</td>
<td>Cuenta Designada (Col 9 / Col 10)</td>
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Attachment 6
Payments Made during Reporting Period
Against Contracts Subject to the Association’s Prior Review

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<tr>
<th>Contract Number</th>
<th>Supplier</th>
<th>Contract Date</th>
<th>Contract Amount</th>
<th>Date of Association’s No Objection to Contract</th>
<th>Amount Paid to Supplier during Period</th>
<th>Association’s Share of Amt Paid to Supplier during Period</th>
</tr>
</thead>
</table>
Estado de Movimientos de la Cuenta Designada
Correspondiente al periodo de declaración: 00/00/0000 al 00/00/0000

(Debe ser enviada con cada una de las Solicitudes de Reposición de Fondos)

Nombre del Proyecto: ____________________________
Préstamo/Credito/Donación IDA/BIRF N°: ____________________________
Banco de depósito: ____________________________
Número de Cuenta: ____________________________
Número de sub-cuenta en caso de Cuenta Unica: ____________________________
Moneda de la Cuenta Designada: ____________________________

1. Depósito Inicial. $-
2. Menos – Montos Recuperados for el BIRF $-
3. Saldo por Recuperar. $-

4. Saldo de acuerdo al estado bancar o adjunto (fecha ______) $-
5. Monto de la Solicitud No. ___ (anexa) $-
6. MAS Monto pendiente de Rembols por el BIRF 1/ $-
7. MAS Retiros efectuados aún no solicitados al BIRF 2/ $-
8. MENOS Montos Debitados después de la fecha del estado adjunto. $-
9. MENOS Intereses $-
10. Total para conciliar (4+5+6+7-8-9)$-
11. Diferencia entre (3 y 10) $-

Explicación de Diferencia y/o Observaciones:

1/ Valor pendiente de rembols por el BIRF/IDA.

<table>
<thead>
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<th>No. de solicitud</th>
<th>Monto</th>
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2/ Retiros efectuados aún no solicitados al BIRF/IDA.

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<tr>
<th>No./Fecha de Retiro</th>
<th>Montos</th>
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INSTRUCCIONES PARA CONCILIACION DE LA CUENTA DESIGNADA

Si durante el monitoreo de la Cuenta Designada el BIRF/IDA determina que ha transcurrido más tiempo (e.g. mensual, trimestral) entre cada solicitud de reposicion de lo acordado en la Carta de Desembolsos, el BIRF/IDA puede comenzar la recuperación de fondos en depósito hasta que se regularice la situación.
Depósito Inicial: Indicar el monto del depósito efectuado.

Menos: Montos justificados (recuperados) por el BIRF/IDA. Sólo se aplica cuando el BIRF/IDA ha iniciado la recuperación de fondos en depósito.

Saldo por Recuperar: Es la diferencia entre los numerales 1 y 2.

Saldo en la Cuenta Designada: El saldo que se indica en el último estado bancario mensual emitido por el banco donde se mantiene la cuenta.

Monto de esta Solicitud: Será el mismo que se indica en el Formulario 1903-S/2380-E.

Montos Pendientes de Reposición por el BIRF/IDA: Se utiliza este espacio para indicar el monto de las solicitudes enviadas al BIRF/IDA que aún están en proceso (favor entrar detalle de las solicitudes pendientes en el pie de página 1/).

Retiros procesados aún no enviados al BIRF: Este espacio se utiliza para enumerar montos debitados de la Cuenta Designada por los cuales aún no se ha solicitado la reposición de fondos (favor entrar detalle de los retiros en el pie de página 2/).

Debitos efectuados después de la fecha del estado adjunto: Utilizar este espacio en caso de que el monto solicitado represente un débito efectuado después de la fecha del estado bancario indicado en el numeral 4.