H. E. Domitien Ndhokubwayo  
Minister of Finance, Budget and Privatization  
Ministry of Finance, Budget and Privatization  
B.P. 1830  
Bujumbura  
Republic of Burundi

(Jiji and Mulembwe Hydropower Project)  
Additional Instructions: First Restatement - Disbursement

Excellency:

I refer to the Financing Agreement ("Agreement") between the Republic of Burundi ("Recipient") and the International Development Association ("World Bank") for the above-referenced Project of even date herewith. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of financings No. H9350-BI. This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

This Disbursement Letter is a First Restatement of the Disbursement Letter dated July 18, 2014 for the above referenced project. The purpose of the restatement is to update and realign the details of each type of the Designated Account (Section II (vii)). All other provisions and attachments of the Disbursement letter dated July 18, 2014, except as amended, shall remain in force and effect.

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.

1. Disbursement Arrangements

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

- Reimbursement
- Advance
• Direct Payment
• Special Commitment

(ii) **Disbursement Deadline Date (subsection 3.7).** The Disbursement Deadline Date is 04 months after the closing date specified in the Financing Agreement. Any changes to this date will be notified by the World Bank.

(iii) **Disbursement Conditions (subsection 3.8).** Please refer to the Disbursement Condition(s) in the Section IV B1. of schedule 2 of 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 name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

Banque Mondiale  
Avenue de l’Aviation  
BP. 2637  
Bujumbura, Burundi,  
Attention: Mr Nestor Coffi, Country Manager

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

The World Bank  
Loan Department  
13th Floor, Delta Center  
Menengai Road  
Upper Hill  
P.O. Box 30577-00100  
Nairobi Kenya  
Tel +254 20 2936 000

(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 credentials (“SIDC”) 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 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 all Applications is twenty percent (20%) of the Designated Accounts ceiling.

(vi) **Advances (sections 5 and 6).**

- **Type of Designated Account (subsection 5.3):** 1 Segregated Designated Account and two Pooled Designated Accounts
  - Pooled Designated Account A (DA. A) for activities financed under Categories 1 (IDA, EIB and AFDB), pursuant Section IV of Schedule 2 of the Agreement
  - Segregated Designated Account B (DA. B) for activities financed under Category 3 and 5, pursuant Section IV of Schedule 2 of the Agreement
  - Pooled Designated Account C (DA. C) for activities financed under Categories 4 for IDA and Category 3 for EU, pursuant Section IV of Schedule 2 of the Agreement
  - Pooled Designated Account D (DA. D) for activities financed under Categories 2 for IDA and category 1 for EU, pursuant Section IV of Schedule 2 of the Agreement

- **Currency of Designated Account (subsection 5.4):** USD

- **Financial Institution at which the Designated Accounts will be opened (subsection 5.5):** Banque de la Republique du Burundi

- **Ceiling (subsection 6.1):**
  - DA – A: Up to maximum of US$ 2,700,000 based on six months forecast of expenditures, as indicated in the initial and rolling cash flow forecast and annual work plan.
DA. B: Up to maximum of US$ 400,000 based on six months forecast of expenditures, as indicated in the initial and rolling cash flow forecast and annual work plan.

DA. C: Up to maximum of US$ 300,000 based on six months forecast of expenditures, as indicated in the initial and rolling cash flow forecast and annual work plan.

DA. D: Up to maximum of US$ 500,000 based on six months forecast of expenditures, as indicated in the initial and rolling cash flow forecast and annual work plan.

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 Accounts:
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts of (a) goods valued at US$200,000 or more; (b) works valued at US$ 2,000,000 or more; (c) services of consulting firms valued at US$ 100,000 or more; and (d) services of individual consultants valued at US$ 50,000 or more;
  - Statement of Expenditure in the form attached (Attachment 4) for all other expenditures/contracts; and
  - List of Payments Against Contracts Subject to the Bank's Prior Review in the form attached (Attachment 5).
  - Designated Account Reconciliation Statement in the Form attached (Attachment 6).

- For requests for Direct Payment records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and acceptance of contracted goods or service.

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

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3): monthly
(iii) **Other Supporting Documentation Instructions:**

All other supporting documentation for SOEs should be retained by the project management or Recipient and must be made available for review by periodic World Bank missions and internal and external auditors.

Please attach bank statements and a Designated Account Reconciliation Statement (Attachment 6) to each application for advances to the Designated Account.

**IV. Other Disbursement Instructions**

Funds from the Designated Accounts may be transferred to ‘Draw-down bank accounts’ in local currency to meet eligible expenditures, provided that transactions and balance in this account 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 download Applications, monitor the near real-time status of the PPA, and retrieve related policy, financial, and procurement information.

If you have any queries in relation to the above, please contact Issa Thiam, Regional Finance Officer at loa-afr@worldbank.org using the above reference.

Yours sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By ______________________
Nestor Coffi
Country Manager for the Republic of Burundi
Africa Region
Attachment 2

Form of Authorized Signatory Letter

[Letterhead]
Minister of Finance and Planning of Economic Development
Ministry of Finance and Planning of Economic Development
B.P. 1830
Bujumbura
Republic of Burundi

Banque Mondiale
Avenue de l’Aviation
BP.:2637
Bujumbura, Burundi
Attention: Nestor Coffi, Country Manager

[DATE]

(Jiji and Mulembwe Hydropower Project)
Additional Instructions: Disbursement

I refer to the Financing Agreement (“Agreement”) between the International Development Association (the “Association”) and the Republic of Burundi (the “Recipient”), dated ________, providing the above Financing. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any 1[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, 2[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting 3[individually] 4[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 Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the

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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.
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 Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of SIDC"), the Recipient represents and warrants to the Association that it 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]

5 Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Secure Identification Credentials 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.
Attachment 3

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)\(^6\) will provide secure identification credentials (SIDC) to permit the Borrower\(^7\) 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.

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.

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

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\(^6\) "Bank" includes IBRD and IDA.

\(^7\) "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a Financing.
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 Financing 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, 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.
The World Bank
APPLICATION FOR
WITHDRAWAL
STATEMENT OF
EXPENDITURES (SOE)\(^8\)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name and Address of Contractors/Suppliers</th>
<th>Contract or Purchase order No. &amp; Date (or other ref.)</th>
<th>Brief Description of Goods, Works or Services</th>
<th>Currency and Total Amount of Contract</th>
<th>Total amount invoices covered by application (net of retention)</th>
<th>Invoice Amount Eligible for Financing</th>
<th>Amount Paid From Designated Account (if any)</th>
<th>Date of Disbursement</th>
<th>Remarks</th>
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**TOTALS**

\(^8\) Supporting documents for this SOE retained at: (insert location)
Payment Made during Reporting Period
Against Contracts Subject to the Bank's Prior Review

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Supplier</th>
<th>Contract Date</th>
<th>Contract Amount</th>
<th>Date of WB's No-Objection to Contract</th>
<th>Amount Paid to Supplier during Period</th>
<th>WB's Share of Amount Paid to Supplier during Period</th>
</tr>
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Attachment 5
DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN 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 DESIGNATED ACCOUNT (NUMBER 1 LESS NUMBER 2) = $____________

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4. BALANCE OF DESIGNATED ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE ________________ $____________

5. PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION NO. ________________ + $____________ *

6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED REASON: ________________________________ + $____________ *

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>
</tr>
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</table>

SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + $____________

8. MINUS: INTEREST EARNED - $____________ *

9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 TOUGH NO. 9) = $____________

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

________________________________________________________________________

11. DATE: ________________ SIGNATURE: ____________________

TITLE: ____________________

* ALL ITEMS SHOULD BE INDICATED ON THE BANK STATEMENT