March, 23, 2015

H.E. Amadou Boubacar Cissé
State Minister, Minister of Planning, Territorial Management and Community Development
Ministry of Planning, Territorial Management and Community Development
Niamey, Niger

Re: Republic of Niger
IDA Credit 5569-NE
(Sahel Women Empowerment and Demographic Dividend Regional Project)
Additional Instructions: Disbursement

Excellency,

I refer to the Financing Agreement between the International Development Association (the “Association”) and the Republic of Niger (the “Recipient”) 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 financing 5569-NE (“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
• Special Commitment
(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 Association at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank
Resident Mission, Niger
Attention: Mr. Paul Noumba Um, Country Director

(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
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 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 is 20% of the ceiling of the Designated Account.

(vi) **Advances**

- **Type of Designated Account[s] (subsection 5.3):** Segregated
  - A segregated Designated Account Managed by the **PIU under the Ministry of Population, (MoP)** to be used for all Categories pursuant to section IV.A.2 of Schedule 2 of the Financing Agreement **excluding Un Advances made under contracts with UNFPA.**

  - Advances made to UNFPA by the Association pursuant to Category 1 of section IV.A.2 of Schedule 2 of the Financing Agreement will be deposited into an official UNFPA Bank Account, using the Blanket Commitment form, in accordance with the provisions of the Financial Regulations of UNFPA, as revised to the date of this Agreement.

  - **Currency of Designated Account[s] (subsection 5.4):** FCFA

  - **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** Banque of Africa - Niger

  - **Ceiling (subsection 6.1):**
    - CFAF 1.5 Milliards. for the segregated Designated Account for Categories 1 and 2 excluding UN Advance to UNFPA.

    - **For UN Advance under Category 1 of section IV.A.2 of Schedule 2 of the Agreement (UNFPA),** a UN Advance account with commitment will be established to facilitate disbursements that are consistent with the Un Agency cash flow requirements. **The Ceiling of the UN Advance Account could be the equivalent of 100 percent of the contract amount.**

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) for payments for works against contracts valued at US$500,000 or more; for goods against contracts value at US$200,000 for services of consulting firms against contracts valued at US$100,000 or more; for individual consultant services against contracts valued at US$50,000 or more;

- Customized Statement of Expenditures for Cash Transfers (Attachment 4B) under Category 2 pursuant to Section IV.A.2 of the Financing Agreement;
- Statement of Expenditure in the form attached (Attachment 4) for all other expenditures / contracts; and
- List of payments against contracts that are subject to the Association’s prior review, 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

(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.

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.

Withdrawal Applications for Cash Transfers under Category 2 of Section IV.A.2 of Schedule 2 of the Financing Agreement must be supported by:

- Complete list of Beneficiaries eligible to receive Cash Transfers in accordance with the eligibility criteria set forth in the Project Implementation Manual, verified by an independent expert

IV. Other Disbursement Instructions

Funds from the Designated Account may be transferred to Transactions Accounts to meet eligible expenditures, provided that transactions and balance in these accounts are included in all project financial reports and reconciliations 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 already done so, the Association recommends that you register as a user of the Client Connection website (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. All Recipient officials authorized to sign and deliver Applications by electronic means are required to register with Client Connection before electronic delivery can be effected. For more information about the website and registration arrangements, please contact the Association by email at <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

Paul Noumba Um
Country Director for Niger
Africa Region

Attachments:
1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2. Form for Authorized Signatures
4. A: Form of Statement of Expenditure
   B: Form of Customized Statement of Expenditures for Cash Transfers
5. Form of Payments Against Contracts Subject to the Bank’s Prior Review
6. Form of Statement of Designated Account Bank reconciliation

Cc with copies: Ministère de la Population, de la Promotion de la Femme, de la Protection de l’Enfant
BP 11 123
Niamey
Niamey – Niger
aissatabdou@yahoo.fr
Attachment 2

Form of Authorized Signatory Letter

[Letterhead]
Ministry of Finance
[Street address]
[City] [Country]

[DATE]

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: [Country Director]

Re: Republic of Niger
IDA Credit ———

((Sahel Women Empowerment and Demographic Dividend Regional Project)
Additional Instructions: Disbursement

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.

[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to

---

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.
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 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.
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)\textsuperscript{6} will provide secure identification credentials (SIDC) 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.

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.

\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.
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, 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.
## 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>Currency of Expenditure</th>
<th>Total invoice amount covered by this application (net of retention)</th>
<th>Eligible % of financing</th>
<th>Currenc y and eligible amount paid (7)x(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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**Attachment 4A**
The World Bank  
APPLICATION FOR  
WITHDRAWAL  
STATEMENT OF EXPENDITURES  
– CUSTOMIZED (SOE)  

CASH TRANSFERS

<table>
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<tr>
<th>Item No.</th>
<th>Category</th>
<th>No.</th>
<th>Name and Address of Beneficiary</th>
<th>Subgrant Agreement No. &amp; Date (or other ref.)</th>
<th>Brief Description of Subgrant Activity</th>
<th>Currency and Total Amount of Subgrant</th>
<th>Total amount Subgrant payment request covered by application (net of retention)</th>
<th>Payment request Eligible for Financing</th>
<th>Amount Paid From Designated Account (if any)</th>
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\[\text{Supporting documents for this Customized SOE retained at: (insert location)}\]
## Summary Sheet of Payments Against Contracts Subject to the World Bank’s Prior Review

Payments made during the period from ___________ to ___________.

:he contracts subject to the Bank Prior Review

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<th>Date:</th>
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| Attachment 5 |

should be used for retroactive financing

grouped by category; or alternatively, a separate form may be used for each category

Application retained at ____________________________

(insert location)
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. __________________________ + $ __________________________ *

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>
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SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + $ __________________________

8. MINUS: INTEREST EARNED - $ __________________________ *

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

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

11. DATE: __________________________ SIGNATURE: __________________________

TITLE: __________________________
Re: Credit Number 5569-NE  
(Sahel Women Empowerment and Demographic Dividend Regional Project)  
**Section 5.01 of the General Conditions - Financial and Economic Data**

Dear Sirs:

In connection with the Financing Agreement (Financing Agreement) of this date between the Republic of Niger (Member Country) and International Development Association (Association) providing financing (Financing) for the above-captioned Project, and the General Conditions (General Conditions) made applicable to the Financing Agreement, I am writing on behalf of the Member Country, to set forth the following:

1. We understand and agree that, for purposes of Section 5.01 of the General Conditions, the Member Country is required by the Association:

   (a) to report “long-term external debt” (as defined in the World Bank’s Debtor Reporting System Manual, dated January 2000 (DRSM)), in accordance with the DRSM, and in particular, to notify the Association of new “loans commitments” (as defined in the DRSM) not later than 30 days after the end of the quarter during which the debt is incurred, and to notify the Association of “transactions under loans” (as defined in the DRSM) once a year, not later than March 31 of the year following the year covered by the report; and

   (b) to (i) notify the Association at least three months prior to incurring any non-concessional long-term external debt, of its intention to incur such debt, together with the proposed terms of such debt; and (ii) afford the Association a reasonable opportunity to exchange views with the Member Country on the matter. For purposes of this paragraph, “non-concessional long-term external debt” means any long-term external debt (as defined in the DRSM), but excluding private debt (as so defined), with an estimated grant element (GE) calculated in the manner published from time to time by the Association (see www.worldbank.org/ida under “reports”) of less than (i) 35% or (ii) the GE for determining concessionality established by the International Monetary Fund in any Extended Credit Facility arrangement, Standby Credit Facility or Policy Support Instrument with the Member Country in effect at the time of such notice, whichever is higher.
2. We represent that, except as reported to the Association, no defaults exist in respect of any external debt (as defined in the DRSM). It is our understanding that, in making the Financing, the Association may rely on the representations set forth or referred to in this letter.

Please confirm your agreement to the foregoing by having a duly authorized representative of the Association sign in the space provided below.

Very truly yours,

REPUBLIC OF NIGER

By: ____________________________
   Authorized Representative

AGREED:

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ____________________________
   Authorized Representative