February 27, 2014

His Excellency
Axel Kicillof
Minister of Economy and Public Finance
Ministry of Economy and Public Finance
Hipólito Irigoyen 250
1310 Buenos Aires
Argentina

Excellency:

Re: IBRD Loan 7599-AR (Unleashing Productive Innovation Project - ARGENTINA)
Additional Instructions: AMENDED Disbursement Letter

I refer to the Loan Agreement (the “Agreement”) between the Argentine Republic (the "Borrower") and the International Bank for Reconstruction and Development (the “Bank”) for the above-referenced Project, dated August 6, 2009. The Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of Loan 7599-AR (“Loan”). This letter (“Disbursement Letter”), replaces the original Disbursement Letter dated August 6, 2009, and its amendments dated March 24, 2010 and February 16, 2012.

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 Loan:

- Reimbursement
- Advance
- Direct Payment
(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four months after the Closing Date specified in the Loan Agreement. Any changes to this date will be notified by the Bank.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) set for in Section IV. A and B of Schedule 2 to the Loan Agreement.

II. Withdrawal of Loan Proceeds

(i) Authorized Signatures (subsection 3.1). A letter in the Form attached (Attachment 2) should be furnished to the Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank  
Torre Bouchard  
Bouchard 547  
Buenos Aires, Argentina  
Attention: Sabine Hader, Acting Director, Latin America and the Caribbean Region

(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  
Sector Comercial Norte,  
Quadra 02, Lote A  
Edificio Corporate Finance Center  
7º andar  
70712-900 Brasilia, D.F.  
Brazil  
Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4). The Bank may permit the Borrower to electronically deliver to the Bank Applications (with supporting documents) through the Bank's Client Connection, web-based portal. The option to deliver Applications to the Bank by electronic means may be effected if: (a) the Borrower 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 Bank for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the Bank agrees, the Bank will provide the Borrower 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 Borrower may continue to exercise the option of preparing and delivering Applications in paper form. The
Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Borrower.

(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 Borrower 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 5; and (b) to cause such official to abide by those terms and conditions.

(iv) **Minimum Value of Applications (subsection 3.5).** The Minimum Value of Applications claimed under Disbursement Categories 1, 2, 4, 5, 6, 7, 8, 9, and 14 is United States Dollars 1,600,000.

(v) **Advances (sections 5 and 6).** Designated Account "A" for payments made under Disbursement Categories 1, 2, 4, 5, 6, 7, 8, 9, and 14;

- **Type of Designated Account (subsection 5.3):** Segregated
- **Currency of Designated Account (subsection 5.4):** United States Dollars (USD).
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** Banco de la Nación Argentina
- **Ceiling (subsection 6.1):** USD 8,000,000

(v) **Reimbursement.** For payments made under Disbursement Category 13; funds will be reimbursed through a one-time application for an amount (approximately) equivalent to US$ 10,000,000, and will be deposited into an Operative Account open at *Banco de la Nación Argentina* in Argentinean Pesos (AR$).

III. Reporting on Use of Loan Proceeds

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

- **For requests for Reimbursement:**
  - Records (Attachment 3A-Customized SOE with supporting documents, evidencing eligible expenditure, e.g., copies of receipts, supplier invoices) for payments for: (i) Works against contracts valued at USD 500,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects, and under Part5 of the Project; (ii) Goods against
contracts valued at USD 300,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects and Infrastructure Subprojects, and under Part 5 of the Project; (iii) Consulting Firms against contract valued at USD 100,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects, under Part 5 of the Project and for the Basic and Promoter Fees; (iv) Individual Consultants against contracts valued at USD 50,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects, under Part 5 of the Project and for the Basic and Promoter Fees, as applicable; (v) Non-Consultant Services against contracts valued at USD 100,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects and under Part 5 of the Project.

- Statement of Expenditures in the form attached (Attachments 3B-Customized SOE with no supporting documentation) for all other expenditures/contracts, including Scholarships, Operating Costs and Training incurred under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects and under Part 5 of the Project; and

- List of payments against contracts that are subject to the Bank’s prior review, in the form attached (Attachment 4).

- **Records** evidencing eligible expenditures, e.g., copies of receipts, supplier invoices under Part 4 (b) (categories 13 and 14)

- **For reporting eligible expenditures paid from the Designated Account “A”, for payments made under Disbursement Categories 1, 2, 4, 5, 6, 7, 8, 9, and 14.**

- Records (Attachment 3A-Customized SOE with supporting documents, evidencing eligible expenditure, e.g., copies of receipts, supplier invoices) for payments for: (i) Works against contracts valued at USD 500,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects, and under Parts 4(b) and 5 of the Project; (ii) Goods against contracts valued at USD 300,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects and Infrastructure Subprojects, and under Parts 4(b) and 5 of the Project; (iii) Consulting Firms against contract valued at USD 100,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects, under Part 5 of the Project and for the Basic and Promoter Fees; (iv) Individual Consultants against contracts valued at USD 50,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-
Based Subprojects, Technology Subprojects, Infrastructure Subprojects, under Part 5 of the Project and for the Basic and Promoter Fees, as applicable; (v) Non-Consultant Services against contracts valued at USD 100,000 equivalent or more, under Graduate Program Subprojects, Technology Transfer Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects and under Part 5 of the Project.

- Statement of Expenditures in the form attached (Attachments 3B-Customized SOE with no supporting documentation) for all other expenditures/contracts, including Scholarships, Operating Costs and Training incurred under Graduate Program Subprojects, Knowledge-Based Subprojects, Technology Subprojects, Infrastructure Subprojects and under Parts 4(b) and 5 of the Project; and

- List of payments against contracts that are subject to the Bank’s prior review, in the form attached (Attachment 4).

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

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

(iii) **Other Supporting Documentation Instructions:** The Designated Account activity reconciliation statement and Bank statement should be submitted with each withdrawal application reporting on the use of Loan proceeds.

IV. Other Important Information


If you have not already done so, the Bank recommends that you register as a user of the Client Connection website ([http://clientconnection.worldbank.org](http://clientconnection.worldbank.org)). From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Loan, and retrieve related policy, financial, and procurement information. All Borrower 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 Bank by email at <clientconnection@worldbank.org>.
If you have any queries in relation to the above, please contact the World Bank Loan Department by sending an email to lca-lcr@worldbank.org with copy to vconde@worldbank.org using the project and loan number in the subject line.

Yours sincerely,

[Signature]

[Sabine Hader]
Acting Director
Argentina, Paraguay and Uruguay
Latin America and the Caribbean Region

Attachments
1. **Note:** Attachments 1 to 4, below, as per the original disbursement letter remain valid. Attachment 5 below is here under replaced to read as follows: "Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013".

1 - World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2 - Form for Authorized Signatures
3A - Customized SOE with supporting documents (above SOE thresholds)
3B - Customized SOE without supporting documentation (below SOE thresholds).
4 - Form of Payments Against Contracts Subject to the Bank’s Prior Review
5 - Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013
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 S IDC, and take other reasonable steps to ensure such S IDC are disabled immediately.

5. **Reservation of Right to Disable S IDC**

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

5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a S IDC, de-activate a S IDC 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 re-activate a S IDC User’s Account.