His Excellency
Luis Miguel Castilla Rubio
Minister of Economy and Finance
Ministry of Economy and Finance
Jr. Junín 319, Cercado de Lima
Lima, Perú

Re: IBRD Loan 8246-PE (Additional Financing for the Sierra Rural Development Project)

Additional Instructions: Disbursement Letter

Excellency:

I refer to the Loan Agreement ("Agreement") between the International Bank for Reconstruction and Development ("World Bank") and the Republic of Peru (the "Borrower") for the above-referenced project, dated October 4, 2013. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Loan No. 8246-PE ("Loan"). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached World Bank Disbursement Guidelines for Projects, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Loan is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The following Disbursement Methods may be used under the 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 World Bank.
(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) in Section IV.B.1. in Schedule 2 to the Loan Agreement.

II. Withdrawal of Loan Proceeds

(i) Authorized Signatures (subsection 3.1): An authorized signatory 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:

Banco Mundial
Avenida Álvarez Calderón 185
Piso 7, San Isidro
Lima, Perú
Attention: Susan G. Goldmark, 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
SCN, 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 the subparagraph of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification devices (“Tokens”) 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 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 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.

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 Borrower 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”)
provided 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 for reimbursements is USD $200,000.

**(vi) Advances (sections 5 and 6) to AGRO RURAL.**

- **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.
- **Ceiling (subsection 6.1):** USD $2,000,000.

**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 reporting eligible expenditures paid from the Designated Account**

  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) as follows:
    - Under Category 1 for payments valued at USD$ 50,000 or more; and
    - Under Category 2 and 3 for payments valued at USD$ 30,000 or more.
  
  - Statement of Expenditures in the form attached (Attachment 4) for all other expenditures paid;
  
  - List of payments against contracts that are subject to the World Bank’s prior review, in the form attached (Attachment 5); and
  
  - A Designated Account activity reconciliation statement and bank Statement should be submitted with each withdrawal application reporting on the use of Loan proceeds from the Designated Account.

- **For requests for Reimbursement**

  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) as follows:
    - Under Category 1 for payments valued at USD$ 50,000 or more; and
    - Under Category 2 and 3 for payments valued at USD$ 30,000 or more.
  
  - Statement of Expenditures in the form attached (Attachment 4) for all other expenditures paid; and
- List of payments against contracts that are subject to the World Bank’s prior review, in the form attached (Attachment 5).

- For requests for direct payment. Records evidencing eligible expenditures, e.g., copies of receipts, and suppliers/contractors’ invoices.


(iii) Other Supporting Documentation Instructions. Each Withdrawal Application shall include a list of the respective subproject (Rural Business Plan for Category 1 and Territorial Development Plan for Category 2) for which it is seeking reimbursement.

IV. Reporting on Use of Loan Proceeds

Note that any advances from the Designated Account to other commercial institutions can only be made to institutions that are acceptable to the World Bank, and into accounts that meet the same criteria as the Designated Account.

In addition, the terms of reference for the annual financial audit will require the auditors to verify and confirm that sub-projects which have received loan funding have duly executed sub-project agreements which comply with World Bank procurement and financial management requirements, and are in accordance with the stipulations of the project’s operational manual.

V. Other Important Information


If you have not already done so, the World Bank 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 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 affected. 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 at loa_lcr@worldbank.org using the loan number as a reference.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Susan G. Goldmark
Director
Bolivia, Chile, Ecuador, Peru and Venezuela
Latin America and the Caribbean Region

Attachments

1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2. Form - Authorized Signatory Letter
4. Format - Statement of Expenditures (SOE)
5. Format - List of Payments Against Contracts Subject to the World Bank’s Prior Review

Cc with copy: Milton von Hesse La Serna
Minister of Agriculture
Ministry of Agriculture (MINAG)

Renee Janette Pacheco Santos
Director Ejecutivo
Ministry of Agriculture - AGRORURAL
Form of Authorized Signatory Letter

[Letterhead]

Ministry of Economy and Finance

[Street address]

[DATE]

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

Attention: [Country Director]

Re: Loan No. 8246-PE (Additional Financing for the Sierra Rural Development Project)

I refer to the Loan Agreement ("Agreement") between the International Bank for Reconstruction and Development (the "Bank") and [name of borrower] (the "Borrower"), dated ________________, providing the above Loan. 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 Borrower to sign applications for withdrawal [and applications for a special commitment] under this Loan.

For the purpose of delivering Applications to the Bank, 2[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Borrower, acting 3[individually] 4[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

5[This confirms that the Borrower is authorizing such persons to accept Tokens and to deliver the Applications and supporting documents to the Bank by electronic means. In full recognition that the Bank shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the Terms and Conditions of

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1 Instruction to the Borrower: 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 Bank.

2 Instruction to the Borrower: 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 Bank.

3 Instruction to the Borrower: 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 Bank.

4 Instruction to the Borrower: 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 Bank.

5 Instruction to the Borrower: Add this paragraph if the Borrower 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 Bank.
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"), the Borrower represents and warrants to the Bank 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 Bank records with respect to this Agreement.

[Name], [position] Specimen Signature: ____________________

[Name], [position] Specimen Signature: ____________________

[Name], [position] Specimen Signature: ____________________

[Name], [position] Specimen Signature: ____________________

Yours truly,

/ signed /

________________________________________
Minister of Economy and Finance
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)\(^6\) will provide secure identification devices (Tokens) 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.

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

\(^{6}\) “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 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
Estado de Gastos
Statement of Expenditure (SOE) Sample Format

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

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<th>Periodo</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nombre del Proveedor</td>
<td>País del Proveedor</td>
<td>Descripción del Bien (CS, GO, OP)</td>
<td>Moneda y Monto</td>
<td>Número de la Factura</td>
<td>Fecha del Pago</td>
<td>Fecha del Proveedor</td>
<td>% Financ.</td>
<td>Monto Admisible (Col 6 x Col 8)</td>
<td>Tasa de Cambio</td>
<td>Fecha Débito</td>
<td>Cantidad Cuenta Designada (Col 9 / Col 10)</td>
<td></td>
</tr>
<tr>
<td>Proveedor</td>
<td>Proveedor</td>
<td>Contrato o Recibo</td>
<td>100% Monto Pagado al Proveedor</td>
<td>Pago</td>
<td>%</td>
<td>Monto</td>
<td></td>
<td></td>
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Total: 0 0 0
## Payments Made during Reporting Period

Against Contracts Subject to the Association’s Prior Review

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Supplier</th>
<th>Contract Date</th>
<th>Amount</th>
<th>Date of Association’s Objection to Contract</th>
<th>Amount Paid to Supplier during Period</th>
<th>Association’s Share of Amt Paid to Supplier during Period</th>
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