June 21, 2013

Dr. Mahabub Hossain
Executive Director
BRAC
75 Mohakhali, Dhaka 1212
Bangladesh

Dear Dr. Mahabub Hossain:

Re: JSDF Grant No. TF098993
(People's Republic of Bangladesh: JSDF Grant for Safe Migration for Bangladeshi Workers Project)
Additional Instructions: Disbursement

I refer to the Letter Agreement ("Agreement") between the BRAC (the "Recipient") and the International Development Association ("World Bank"), acting as administrator of grant funds provided by Japan under the Japan Social Development Fund, for the above-referenced project, dated June 21, 2013. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant No. TF098993 ("Grant"). 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 Grant 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 Grant:
   - Reimbursement
   - Advance
   - Direct Payment
   - Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in the Grant Agreement. Any changes to this date will be notified by the World Bank.
II. Withdrawal of Grant 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:

The World Bank
Plot E32, Agargaon
Sher-e Bangla Nagar
G.P.O. Box 97
Dhaka 1207, Bangladesh

Attention: Mr. Johannes Zutt

(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
No. 11, Taramani Main Road
Taramani
Chennai 600 113, India

Attention: Ms. Samvita Reddy Arikatla
Finance Officer, Loan Department – Chennai

(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 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 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 SDIC 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 SIDC”) 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 for reimbursement, direct payment and special commitment is BDT 4 million.
(vi) Advances (sections 5 and 6).

- **Type of Designated Account (subsection 5.3)**: Pooled.

- **Currency of Designated Account (subsection 5.4)**: BDT.

- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5)**: BRAC Bank Ltd.

- **Ceiling (subsection 6.1)**: BDT 20 million.

III. Reporting on Use of Grant 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**: 
  - Summary Sheet in the form attached (Attachment 4) with records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments for (i) goods against contracts valued at USD 100,000 equivalent or more per contract; (ii) consulting services by firm against contracts valued at USD 100,000 equivalent or more per contract; and (iii) individual consultants against contracts valued at USD 50,000 equivalent or more per contract.
  - Statement of Expenditure in the form attached (Attachment 5) for all other expenditures / contracts.

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

(ii) **Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3)**: Semi-annually.

(iii) **Other Supporting Documentation Instructions**: Copies of bank statement of the Designated Account (see Section IV below for further information) and Designated Account Reconciliation Statement (Attachment 6) should be attached to Application for Withdrawal for replenishment of designated account.

IV. Other Disbursement Instructions: Designated account for this project is the mother bank account of the BRAC. Once grant funds reach the mother bank account, the same funds will be immediately transferred to a separate bank account to be opened at the BRAC Bank Limited specifically for this project. Accordingly, the bank account statements and Designated Account Reconciliation Statement mentioned in Section III (iii) above will be of this bank account opened specifically for this project.

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 download Applications, monitor the near real-time status of the Grant, 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 World Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Junxue Chu, Senior Finance Officer at loasar@worldbank.org using the above reference.

Yours sincerely,

Christine Kimes
Acting Head of Office Bangladesh
For the Country Director

Attachments

1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2. Form for Authorized Signatures
4. Summary Sheet
5. Statement of Expenditure
6. Designated Account Reconciliation Statement
Form of Authorized Signatory Letter
BRAC
75 Mohakhali, Dhaka 1212
Bangladesh

[DATE]

The World Bank
Plot E32, Agargaon
Sher-e Bangla Nagar
G.P.O. Box 97
Dhaka 1207, Bangladesh

Attention:  Mr. Johannes Zutt
Country Director

Dear Mr. Zutt:

Re: JSDF Grant No. TF098993
(People’s Republic of Bangladesh: JSDF Grant for Safe Migration for Bangladeshi Workers Project)

I refer to the Grant Agreement (“Agreement”) between the BRAC (the “Recipient”) and the
International Development Association (“World Bank”), acting as administrator of grant funds provided by
Japan under the Japan Social Development Fund, dated June 21, 2013, providing the above Grant. For the
purposes of Section 3.04 (b) of the Standard Conditions, as defined in the Agreement, any [1one] 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 Grant.

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

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

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1 Instruction to the Recipient when sending this letter to the World Bank: 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 World Bank.

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 World Bank.

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 World Bank.

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 World Bank.

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 World Bank.
representations and warranties contained in 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"), the Recipient represents and warrants to the World 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 World Bank 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 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.

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

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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.
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.
The World Bank
1818 H Street, N.W., Washington DC 20433, USA
APPLICATION FOR WITHDRAWAL
Summary Sheet

(i) Goods against contracts valued at USD 100,000 equivalent or more per contract;
(ii) Consultants' services by firm against contracts valued at USD 100,000 equivalent or more per contract;
(iii) Consultants' services by individual consultants against contracts valued at USD 50,000 equivalent or more per contract

Bangladesh - JSDF Grant for Safe Migration for Bangladeshis Workers Project
Payments made during the period from ___________ to ___________

<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 of Invoices Covered by Application (net of retention)</th>
<th>Eligible Financing %</th>
<th>Invoice Amount Eligible for Financing (column 6 * 7)</th>
<th>Amount Paid from Designated Account (if any)</th>
<th>Exchange Rate</th>
<th>Date of Payment &amp; Cheque No.</th>
<th>Remark (including non-objection date)</th>
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<tbody>
<tr>
<td>Total</td>
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Date
JSDF Grant No. T3948993
Category No.
Application No.
Page No. 

Attachment 4
The World Bank
1818 H Street, N.W., Washington DC 20433, USA
APPLICATION FOR WITHDRAWAL
STATEMENT OF EXPENSES (SOE)

(i) Goods against contracts valued at less than USD 100,000 equivalent per contract;
(ii) Consultants' services by firm against contracts valued at less than USD 100,000 equivalent per contract;
(iii) Consultants' services by individual consultants against contracts valued at less than USD 50,000 equivalent per contract;
(iv) Training
(v) Operating costs
(vi) Sub-grants

**Bangladesh - JSDF Grant for Safe Migration for Bangladeshi Workers Project**
Payments made during the period from ____________ to ____________

<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 of Invoices Covered by Application (net of retention)</th>
<th>Eligible Financing %</th>
<th>Invoice Amount Eligible for Financing (column 6 * 7)</th>
<th>Amount Paid from Designated Account (if any)</th>
<th>Exchange Rate</th>
<th>Date of Payment &amp; Cheque No.</th>
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**Total**

Supporting documents for this SOE are retained at ________________ (insert location)
**Designated Account Reconciliation Statement**

**JSDF Grant No. TF098993**

**Designated Account No.**

**Name of Bank**

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<tbody>
<tr>
<td>1</td>
<td>Amount advanced by World Bank</td>
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<tr>
<td>2</td>
<td>Less: Total amount recovered by the World Bank</td>
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<td>3</td>
<td>Equals present outstanding amount advanced to Designated Account (Line 1 less 2)</td>
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<td>4</td>
<td>Balance of Designated Account per attached bank statement as of date</td>
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<td>5</td>
<td>Plus: Total amount claimed in this application No.</td>
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<tr>
<td>6</td>
<td>Plus: Total amount withdrawn and not yet claimed</td>
</tr>
<tr>
<td>7</td>
<td>Plus: Amounts claimed in previous applications not yet credited at date of bank statements</td>
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<thead>
<tr>
<th>Application No.</th>
<th>Amount**</th>
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Subtotal of previous applications not yet credited

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<tbody>
<tr>
<td>8</td>
<td>Less: Interest earned</td>
</tr>
<tr>
<td>9</td>
<td>Total advance accounted for (Line 4 through 8)</td>
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<tr>
<td>10</td>
<td>Explain of any difference between the total appearing on Line 3 and 9:</td>
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**11 Date**

**Signature**

**Title**

**All items should be indicated on the bank statement.**