

Date: 06-Mar-2020

H.E. Dr. Vera Songwe
Under-Secretary-General and Executive Secretary
United Nations Economic Commission for Africa
Menelik II Ave.
Addis Ababa

Re: Grant No. TF0B0649
Grant to United Nations Economic Commission for Africa (UNECA)
for Africa Climate Resilience Investment Facility
Disbursement Letter

Excellency:

Pursuant to Section 4.5 of the Annex to the Letter Agreement, this letter gives instructions on withdrawal of proceeds from the Grant made by the International Bank for Reconstruction and Development (“Bank”) to United Nations Economic Commission for Africa (“UNECA”) (“Recipient”) for the Implementation of Africa Climate Resilience Investment Facility (TF0B0649).

A copy of the Letter Agreement is attached. This letter and its attachments should be copied to all staff involved in the preparation of applications for withdrawal. Sample withdrawal application is attached, and additional forms may be obtained online through our Web site, “Client Connection” (see paragraph below).

Following are the specific disbursement arrangements for Africa Climate Resilience Investment Facility (TF0B0649). These arrangements may be revised by the Bank from time to time in consultation with the Recipient.

I. Withdrawals from the Grant Account and Supporting Documentation

- (a) Withdrawals from the Grant Account will be made on the basis of the interim unaudited financial reports submitted in accordance with section 4.5 of the Annex to the Letter Agreement and in accordance with the periodicity specified at Section 5(c) of the Annex to the Letter Agreement. The agreed format of interim unaudited financial reports is attached.
- (b) Withdrawals shall be made as follows:
 - (i) In the case of the first request for an advance, the Recipient shall submit to the Bank a statement with the projected sources and applications of funds for the project for the first six months.
 - (ii) In the case of subsequent requests for advances, the Recipient shall submit the interim unaudited financial report providing an accounting of expenditures incurred in the period ended, together with the projected sources and applications of funds for the project for the next six months.

- (iii) Upon receipt of each application for withdrawal of an amount of the Grant, the Bank shall, on behalf of the Recipient, withdraw from the Grant Account and advance an amount equal to the lesser of: (A) the amount so requested; and (B) the amount which the Bank has determined, based on the interim unaudited financial report submitted with such application, is required to be advanced in order to finance eligible expenditures to be incurred during the ensuing reporting period.

II. Advances of Grant Proceeds

- (a) All advances made by the Bank pursuant to section I above will be deposited into an official UN bank account in accordance with the provisions of ST/SGB/2013/4 Financial Regulations and Rules of the United Nations, dated July 1, 2013.
- (b) The Bank shall not be required to make further advances:
 - (i) If the Recipient shall have failed to furnish to the Bank, within the period of time specified in the Financial Management Framework Agreement, any of the audited financial statements required to be furnished to the Bank;
 - (ii) If, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to the provisions of paragraph 6 of the Annex to the Letter Agreement; or
 - (iii) If the Bank, at any time, is not satisfied that the interim unaudited financial reports submitted by the Recipient adequately provide the information required to support disbursements.

Thereafter, withdrawals from the Grant Account of the remaining unwithdrawn amount of the Grant shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such outstanding advances as of the date of such notice will be used to make payments for eligible expenditures.

III. Refunds

- (a) If the Bank shall have determined at any time that any withdrawal of the proceeds of the Grant: (i) was made for an expenditure or in an amount not eligible pursuant to section 4.1 of the Annex to the Letter Agreement; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank refund to the Bank an amount equal to the amount of such payment or the portion thereof that was not eligible or justified. Unless the Bank shall otherwise agree, no further advances shall be made by the Bank until the Recipient has made such refund.
- (b) If the Bank shall have determined at any time that any outstanding advances will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.
- (c) The Recipient may, upon notice to the Bank, refund to the Bank all or any outstanding advances.

- (d) Refunds to the Bank made pursuant to subparagraph (a), (b) or (c) of this paragraph shall be credited to the Grant Account for subsequent withdrawal or for cancellation in accordance with the provisions of the Letter Agreement.

IV. Other

- (i) **Authorized Signatures.** Please refer to Section 4.4 of the Annex to the Letter Agreement. A letter in the form attached should be furnished to the Bank at the address below providing the name(s) and specimen signature(s) of the official(s) authorized to sign applications for withdrawal:

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

Attention: Thomas O'Brien, Senior Adviser, AFRVP

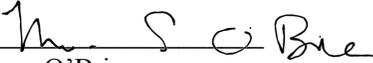
- (ii) **Electronic Delivery.** The World Bank may permit the Recipient to electronically deliver to the Bank Applications (with supporting documents) through the Bank's Client Connection, web-based portal. The option to deliver Applications to the World Bank by electronic means may be effected if: (a) 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.
- (iii) **Terms and Conditions of Use of SIDC to Process Applications.** By designating officials to accept 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 SIDC") provided in Attachment [3]; and (b) to deliver the Terms and Conditions of Use of SIDC to each such official and to cause such official to abide by those terms and conditions.
- (iv) **Client Connection Web Site.** From the Bank secure Web site, "Client Connection" (<http://clientconnection.worldbank.org>), you will be able to download applications for withdrawal, monitor the near real-time status of the grant, and retrieve related policy, financial, and procurement information.

Any non-compliance with the provisions in this letter may result in the Bank application of the remedies provided for in Section 6 of the Annex to the Letter Agreement.

Please contact us at Askloans@worldbank.org if you have any questions about withdrawal procedures, quoting Grant TF0B0469 as your reference.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: 
Thomas O'Brien
Senior Adviser, AFRVP
Africa Region

Attachments:

1. Sample form for Authorized Signatures.
2. 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.
3. Sample withdrawal application.
4. Format of Interim Unaudited Financial Report.

Form for Authorized Signatures

<Letterhead of Recipient>
<Recipient's Address>

<Date>

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Attention: Thomas O'Brian, Senior Adviser, AFRVP.

Dear _____,

Re: Grant No. TF0B0649
Grant to the United Nations Economic Commission for Africa (UNECA) for the
Africa Climate Resilience Investment Facility

I refer to the Letter Agreement between the International Bank for Reconstruction and Development and the United Nations Economic Commission for Africa (UNECA) ("Recipient"), dated _____, providing the above Grant.

For the purposes of Section 4.4 of the Annex to the Letter Agreement, any <one> of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign an Application for Withdrawal under this Grant.

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 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 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 Bank that it 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: _____

Yours truly,
/ signed /

[position]

¹ Instruction to the recipient when sending this letter to the Bank: Stipulate if more than one person needs to sign applications, and how many or which positions, and if any thresholds apply.

**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 Borrower² 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 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

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.

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.

Sample Withdrawal Application



APPLICATION FOR WITHDRAWAL

Instructions: You can use this form to request a payment and/or to document expenditures. Please complete and sign this form, and send it (with any required attachments) to the Loan Department, at the address found in the disbursement letter for your project. [See reverse side for detailed explanations and instructions.] For general inquiries, please send an email to wbdisbursement@worldbank.org.

A. Application type and project reference

<p>1. Application type</p> <p>a. Advance to designated account _____ <small>(name or number of designated account)</small></p> <p>___ Advance to designated account (fill sections A, B, D) ___ Advance to and documentation of designated account (fill all sections) ___ Documentation of prior advance(s) to designated account (fill sections A, C, D)</p> <p>b. Reimbursement (fill all sections)</p> <p>c. Direct payment _____ (fill all sections) <small>(beneficiary's payment/invoice reference)</small></p> <p>d. Tranche payment under a development policy loan/financing/grant <small>(fill sections A, B, D)</small></p>	<p>2. Financier and loan number</p> <p>Loan/Financing/Grant No. (s) _____</p> <p>IBRD _____</p> <p>IDA _____</p> <p>Trust fund _____</p> <p>Cofinancier _____</p> <p>3. Subproject reference (if any) _____</p> <p>4. Country name _____</p> <p>5. Borrower reference _____</p>
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B. Payment instructions

6a. Application currency _____ **6b. Application amount** _____ **6c. Equivalent payment currency (if different from application currency)** _____

6d. Application amount (in words) _____

7. If the application covers more than one loan (as specified in item 2 above), please provide amounts allocated to each financier.

<small>Loan/Financing/Grant No.</small> _____	<small>Amount</small> _____	<small>Loan/Financing/Grant No.</small> _____	<small>Amount</small> _____
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8. Name and address of beneficiary _____

9. Amount to be paid in installments? Yes _____ No _____
(if yes, complete Form 2381, "Requested Schedule for Advance Payments")

10a. Name and address of the beneficiary's bank _____	10b. Account no. (or IBAN for euro payments) of the beneficiary at the beneficiary's bank _____	10c. SWIFT code of the beneficiary's bank _____
11a. Name and address of the intermediary bank _____	11b. Account no. (or IBAN for euro payments) of the beneficiary at the intermediary bank _____	11c. SWIFT code of the intermediary bank _____

12. Special payment instructions (if any) _____

C. Documentation of eligible expenditures

13. Documentation type(s)

___ Interim financial report (e.g., financial monitoring report)
___ Statement of expenditure
___ Copies of records (e.g., invoices, receipts)

14. Category and contract reference - If expenditures relate to more than one category or contract reference, leave 14a and 14b blank and ensure this information is included in the supporting documentation.

14a. Category reference _____	14b. Contract reference _____
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15a. Documentation currency _____	15b. Documented amount _____
15c. Documented amount (in words) _____	

16. If the documentation applies to more than one loan (as specified in item 2 above), please provide amounts allocated to each financier.

<small>Loan/Financing/Grant No.</small> _____	<small>Amount</small> _____	<small>Loan/Financing/Grant No.</small> _____	<small>Amount</small> _____
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D. Assertions and signature

The undersigned certifies, warrants and undertakes the following:

A. If the undersigned is making a request for an advance to be deposited in a designated account: (1) the amount requested is consistent with the planned project expenditures furnished to the World Bank, and (2) the documentation for this advance will be furnished to the World Bank in accordance with the reporting period specified in the related legal agreement(s) or disbursement letter for this project. If the undersigned is documenting expenditures paid from a designated account: (a) the expenditures covered by the application are eligible for financing out of the proceeds of the loan/financing/grant in accordance with the terms of the related legal agreement(s); and (b) these expenditures have not been financed previously from sources other than the borrower nor will the undersigned request financing for the expenditures from any other source in the future.

B. If the undersigned is making a request for reimbursement or direct payment: (1) the expenditures covered by the application are eligible for financing out of the proceeds of the loan/financing/grant in accordance with the terms of the related legal agreement(s); and (2) these expenditures have not been financed previously from sources other than the borrower nor will the undersigned request financing for the expenditures from any other source in the future.

C. If the undersigned is making a request for a tranche payment under a development policy loan/financing/grant: (1) an equivalent amount of this deposit will be accounted for in accordance with the terms of the related legal agreement(s); and (2) the proceeds of the loan/financing/grant will not be used to finance excluded expenditures specified in the related legal agreement(s).

D. The undersigned will make all records related to the expenditures covered by this Application for Withdrawal available for review by auditors and by World Bank staff.

17. By (name of borrower) _____	18. Date signed _____
19a. Print name(s) and title(s) of authorized signatory(ies) _____	19b. Signature(s) _____

20. Contact details

Name _____	Phone _____	Facsimile _____	Email _____
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Format of Interim Unaudited Financial Report

P169051: Afria Climate Resilience Investment Facility [TF0XXXX]						
Interim Unaudited Financial Report (IUF) for period						
(Expressed in US Dollars)						
Receipts					Sub total	Total
<i>Opening Balance</i>						
<i>Funds received from World Bank</i>						
Total Interest upto reporting period (if any)						
Total funds received (a)						
Expenditures		A	B	C	D	E
Description	Object Code	Current Approved budget	Liquidated b/f from last period	Liquidated for the reporting period	Cum: liquidation upto the reporting period	Projection for the next 6 months [period]
1. Outreach Dissemination and Training						
<i>Staff and other personnel costs</i>	Class 010					
<i>Travel (Participants)</i>	Class 160					
<i>DSA (Participants)</i>	Class 160					
<i>Travel (Staff)</i>	Class 160					
<i>DSA (Staff)</i>	Class 160					
<i>Coffee Break/other cost</i>	Class 125					
<i>Translation</i>	Class 120					
<i>Sub total</i>						
2. Climate Knowledge and data portal						
<i>Workshop preparation (IC)</i>	Class 010					
<i>Portal Design, hosting & maintainance</i>	Class 010					
<i>Travel (Participants)</i>	Class 160					
<i>DSA (Participants)</i>	Class 160					
<i>Coffee Break/other cost</i>	Class 125					
<i>Translation</i>	Class 120					
<i>Sub total</i>						
3. Other Cost						
<i>Project Coordiantion</i>	Class 010					
<i>Project Evaluation (2%)</i>	Class 010					
<i>Opeating Cost (7%)</i>	Class 155					
<i>Sub total</i>						
Grand Total (b)						
Total						
<i>Closing Balance & Unliquidated funds with UNECA</i>						
<i>Next request for payment (Projections Column J, less Column E Cash balance at 30 June 2018)</i>						
<i>The total income received and expenditure incurred are in accordance with UNECE financial records.</i>						
Certification:						
We hereby certify that this iterim report, and all its schedules, correctly and fairly reflect the financial status of the project.						
Prepared by:						
Senior Budget Assistant						
Executive Office						
UNECA						