Honorable Dr. Kaifala Marah  
Minister of Finance & Economic Development  
Ministry of Finance & Economic Development  
Treasury Building  
George Street, Freetown  
Sierra Leone

Excellency:

Re: Multi-Donor Trust Fund for Health Results Innovation Grant No. TF015054  
Second Phase of the Reproductive and Child Health Project - Second Additional Financing  
Additional Instructions

I refer to the letter Agreement between the Republic of Sierra Leone (the “Recipient”) and the International Bank for Reconstruction and Development/International Development Association (“World Bank”), acting as administrator of grant funds provided by various donors, including, the United Kingdom of Great Britain and Northern Ireland acting through the Department of International Development and the Kingdom of Norway (“Donors”), under the Multi Donor Trust Fund for Health Results Innovation (“TF070955”) (“the Agreement”). The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of MDTF HRITF No. TF015054 (“MDTF”). 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 Grant:

- Reimbursement
- Advance

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

II. Withdrawal of Credit 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
Africanus House
13A Howe Street
Freetown, Sierra Leone
Attention: Mr. Yusupha D. Crookes, Country Director for Sierra Leone

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed applications for withdrawal, together with supporting documents to the address indicated below:

The World Bank
Africanus House
13A Howe Street
Freetown, Sierra Leone
Attention: Financial Management & Disbursement Unit

(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 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 cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications shall be $100,000.

(vi) Advances (sections 5 and 6).

- Type of Designated Accounts (subsection 5.3): segregated
  Managed by the Ministry of Finance and Economic Development
- Currency of Designated Accounts (subsection 5.4): US Dollars
- Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):
  Rokel Commercial Bank Sierra Leone Ltd
• Ceiling (subsection 6.1): 100% of amounts of PBF Services Grants disbursed (subject to the provisions of Sub-section (iii) ("Other Important Disbursement and Withdrawal Conditions and Information") below.

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 reporting eligible expenditures paid from the Designated Account:
  o Interim Financial Report in the form attached (Attachment 4); and
  o 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 and Special Commitments: records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and acceptance of contracted goods or service.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3):
Quarterly

(iii) Other Important Disbursement and Withdrawal Conditions and Information:

• Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of the Annex to the Agreement, no withdrawal shall be made:

  (A) for payments made prior to the date of countersignature of this Agreement by the Recipient; and

  (B) it is understood that the proceeds of the Grant allocated from time to time to Category 2, shall be made for payments made under said Category 2, after disbursement of the proceeds of the Original ACGF Grant (TF096812) and the Additional ACGF Grant (TF012691), respectively, allocated from time to time to said Category 2; subject to the provisions of sub-paragraph (C) immediately below.

  (C) It is understood that the percentage of expenditures to be financed (inclusive of taxes) from the proceeds of the Grant allocated from time to time to Category 2, shall be 50 percent of each subsequent withdrawal submitted.

(iv) Other Supporting Documentation Instructions:

• Copies of bank statement of the Designated Accounts and a reconciliation statement should be attached to each Application for Withdrawal.

If you have not already done so, the World Bank recommends that you register as a user of the Client Connection website (http://clientconnection.worldbank.org). From this website you will be able to download Applications, monitor the near real-time status of the Loan/Grant, and retrieve related policy, financial and procurement information. 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 loa-afr@worldbank.org using the above reference.

Yours sincerely,

Yusupha B. Crookes
Country Director for Sierra Leone
Africa Region

Cc with copies:  Project Administration Unit
                     Local Government Finance Dept.
                     Ministry of Finance and Economic Development
                     Freetown
                     Sierra Leone

                     Integrated Project Administration Unit (IPAU)
                     Ministry of Finance & Economic Development
                     Treasury Building
                     George Street
                     Freetown
                     Sierra Leone

                     Ministry of Health & Sanitation
                     Government of Sierra Leone
                     Freetown
                     Sierra Leone
[Letterhead]
Ministry of Finance
Address

[DATE]

The World Bank
Address

Attention: Yusupha D. Crookes
Country Director for Sierra Leone

Dear Mr. Crookes,

Re: Multi-Donor Trust Fund for Health Results Innovation Grant No. TF015054
Second Phase of the Reproductive and Child Health Project - Second Additional Financing
Additional Instructions

I refer to the letter Agreement between the Republic of Sierra Leone (the “Recipient”) and the International Bank for Reconstruction and Development/International Development Association (“World Bank”), acting as administrator of grant funds provided by various donors, including, the United Kingdom of Great Britain and Northern Ireland acting through the Department of International Development and the Kingdom of Norway ("Donors"), under the Multi Donor Trust Fund for Health Results Innovation ("TF070955"), for the above-referenced project of even date, herewith. For the purposes of Section 3.04 (b) of the Standard Conditions, as defined in the Agreement, any [1] 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 Grant:

[Name], [position]  Specimen Signature: ____________________

[Name], [position]  Specimen Signature: ____________________

[Name], [position]  Specimen Signature: ____________________

Yours truly,

Signature
Minister of Finance

---

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.
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)\(^2\) will provide secure identification devices (Tokens) to permit the Borrower\(^3\) 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

\(^2\) "Bank" includes IBRD and IDA.
\(^3\) "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.
the Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of 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.
### Annex 3-A

**Annex 4 - Disbursement Letter**

**STATEMENT OF EXPENDITURE (SOE)**

Payments made during the period from ________________________ To ________________________

Date: ____________________________________________

Application No.: ____________________________
Grant No.: ____________________________
SOE Sheet No.: ____________________________

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No.</th>
<th>Name of Supplier, Contractor, or Consultant</th>
<th>Brief Description of Goods 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>Currency and eligible amount paid (7)x(8)</th>
<th>US$ Equivalent paid from Designated Account</th>
<th>Date of Payment</th>
<th>Exchange Rate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$ ____________________________

Supporting documents for this SOE retained at: ____________________________
Project Name:
Payments Made during Reporting Period
Against Contracts Subject to the Bank's Prior Review

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>