

OFFICIAL
DOCUMENTS

CR 5683-BF

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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February 16, 2016

Mme Alizatou Rosine Coulibaly née Sori
Minister of Economy and Finance
03 B.P. 7050
Ouagadougou, Burkina Faso

**Re: Burkina Faso
IDA Financing 5683-BF
(Public Sector Modernization Program)
Additional Instructions: Disbursement**

Excellency,

I refer to the Financing Agreement between the International Development Association (the "Association") and the Burkina Faso (the "Recipient") providing the above-referenced financing (the "Financing"), dated October 7, 2015 (the "Financing Agreement"). The Financing Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of the Financing. This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The capitalized terms used in this Disbursement Letter have the meanings ascribed to them in this Disbursement Letter or in the Financing Agreement (as the case may be).

I. Disbursement Arrangements

- (i) *Withdrawal Applications.*** Applications for withdrawal from the Financing Account ("Withdrawal Applications") of amounts of the Financing allocated to individual Disbursement Linked Results ("DLR") may, pursuant to the provisions of Section IV.A of Schedule 2 of the Financing Agreement, be sent to the Association at any time after the Association has notified the Recipient in writing that it has accepted evidence of achievement of the specific DLR.
- (ii) *Withdrawal Amount.*** The Withdrawal Application may be for an amount not to exceed the amount of the Financing confirmed by the Association for the specific DLR in respect of which the withdrawal is requested, as specified in the Association's notice to the Recipient.
- (iii) *Advances and Recovery of Advances.*** The Recipient may, in accordance with provisions of the Financing Agreement, request advances of amounts of the Financing allocated to certain DLRs that have not yet been achieved. The aggregate amount of all such advances

made in respect of amounts allocated to DLRs may not exceed the equivalent of Euro 8,950,000. The amount of the advance(s) and the specific DLR(s) to which it relates must be clearly indicated in the Withdrawal Application.

The Association records an amount of the advance as disbursed for an achieved DLR ("recovered") after it has notified the Recipient of its acceptance of the evidence of achievement of the DLR for which the advance was provided. The amount so reclassified becomes available for further advances in accordance with the preceding paragraph.

- (iv) ***Disbursement Deadline Date.*** The period of disbursement of the Financing ends six months after the Closing Date ("Disbursement Deadline Date"). This is the final date established by the Association for receipt by the Association of Withdrawal Applications. Normally, to support orderly closure of the Financing Account, the Association does not accept Withdrawal Applications received after the Disbursement Deadline Date. The Recipient should promptly inform the Association of any expected implementation delays or exceptional administrative issues before these dates. The Association will notify the Recipient of any exception that the Association may make to the Disbursement Deadline Date.
- (v) ***Deposits of Financing Amounts.*** All withdrawals from the Financing Account shall be deposited by the Association into the Program Account in BCEAO held by the Recipient.
- (vi) ***Withdrawal Conditions.*** Please refer to the Withdrawal Condition(s) in the Financing Agreement.

II. Withdrawal Applications

- (i) ***Authorized Signatures (subsection 3.1).***
Application for this Financing will be signed by the officials(s) authorized to sign Application for all financings to the Recipient, as revised from time to time.
- (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
Loan Department
13th Floor, Delta Center
Menengai Road
Upper Hill
P.O. Box 30577-00100
Nairobi, Kenya
Tel +254 20 2936 000

- (ii) ***Electronic Delivery (subsection 3.4)*** The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through

the Association's Client Connection, web-based portal. The option to deliver Applications to the Association 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 Association 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 Association agrees, the Association 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 Association 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 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 Secure Identification Credentials") provided in Attachment 2; and (b) to cause such official to abide by those terms and conditions..

III. Other Disbursement Instructions

Achievement of the DLIs will be assessed according to methodology in the verification protocol at the date of assessment. The assessment will determine whether the target of the DLI has been achieved. For non-scalable DLIs, the achievement is assessed in a binary manner: the amount in the Disbursement Table will be disbursed if the verification determines that a DLI is achieved. If a non-scalable DLI is assessed as "Not Achieved" in the second assessment, the disbursement amount will be cancelled. For scalable DLIs the achievement will be expressed in percentages. The disbursement amount in the first year for a scalable DLI is proportional to the percentage achievement on condition that the minimum target has been achieved. For the following years, the disbursement amount will be determined by subtracting the disbursement amount of preceding year from the disbursement amount corresponding to the percentage achievement. (See Attachment 5)

IV. Other Important Information


For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the Association's public website at <https://www.worldbank.org> and its secure website "Client Connection" at <https://clientconnection.worldbank.org>. Print copies are available upon request.

From the Client Connection website, you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information.

If you have not already done so, the Association 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 Financing, 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 Association by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Faly Diallo, Finance Officer at [loa-afr@worldbank.org] using the above reference.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By 

Pierre Laporte
Country Director for Burkina Faso
Africa Region

Attachments

1. *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006
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. Results Achievement Notification – From the Borrower
4. Borrower Request for Advance – to be attached to Form 2380
5. Summary of DLIs achievement and Financing Matrix

**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.

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:
 - 4.1. 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. ***Security***

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.

Results Achievement Notification – From the Borrower

[Ministry/Implementing Agency Letterhead]

[Date]

The World Bank
1818 H Street NW
Washington, DC 20433
United States of America
Attention: [Country Director]

**Re: IDA Financing 5683-BF
(Public Sector Modernization Program)**

Results Achievement

Dear [Madam/Sir],

We refer to the [Loan/Credit/Grant] Agreement (“[Loan/Credit/Grant] Agreement”) between [name of borrower/recipient] (“Borrower”/“Recipient”) and the [International Bank of Reconstruction and Development/International Development Association] (“World Bank”) dated [date] for the above-noted Program.

In accordance with the provisions of Schedule 2, Section IV, B.1 of the [Loan/Credit/Grant] Agreement, we are pleased to inform you that the following Disbursement Linked Results (DLR) have been achieved:

- DLR # {insert number and brief description}
- DLR #
- DLR #

Achievement of [this/these] result(s) has been verified according to the “Summary Protocol for Verifying Achievement of DLIs” as referred to in the Project Appraisal Document [and the Program Operations Manual]. Documents evidencing achievement of the DLRs are attached.

Sincerely,

[Name]³
Position

³ To be signed by a representative of the implementing/coordinating agency of the borrower/recipient.

Attachment. Evidence of Results Achievement

cc. Task Team; Finance Officer, CTRLD Regional Team Lead; Country Lawyer; *others as appropriate*

Borrower Request for Advance – to be attached to Form 2380

[Ministry/Implementing Agency Letterhead]

[Date]

The World Bank
Loan Department – [location] Regional Center
[Address of Regional Center – from Disbursement Letter]

**Subject: IDA Financing 5683-BF
(Public Sector Modernization Program)**

Request for Advance

Dear [Madam/Sir],

We refer to the [Loan/Financing/Grant] Agreement between [name of borrower/recipient] (“Borrower”/“Recipient”) and the [International Bank of Reconstruction and Development/International Development Association] (“World Bank”) dated [date] providing for the above [Loan /Financing/Grant].

In accordance with the provisions of the Disbursement Letter and Schedule 2, Section IV, B.2 of the [Loan/Financing/Grant] Agreement, to support the implementation of the above Program and to facilitate the achievement of the planned results, we request an Advance in the amount of [insert amount]⁴.

[We request that the Advance be disbursed in [currency requested for disbursement] equivalent to the Total Advance Requested above.]⁵ We acknowledge that the amount disbursed will be charged to the [Loan /Financing/Grant] Account in the currency of the [Loan/Financing/Grant] at the rate of exchange in effect at the time of disbursement.

Sincerely,

[Name, Position]⁶

⁴ The Proposed Advance should be in the currency of the DLI/DLR as set out in the disbursement table in the legal agreement, and in accordance with provisions in the Disbursement Letter. Normally, this is the currency of commitment of the loan/credit/grant.

⁵ Use this text to designate the currency of the Advance if it should be different from the currency set out in the disbursement table in the legal agreement.

⁶ To be signed by a representative of the implementing/coordinating agency of the borrower/recipient, OR by the person(s) authorized on behalf of the borrower/recipient to sign applications for withdrawal under the loan/financing/grant as set out in the applicable Authorized Signatory Letter.

Summary of DLIs achievement and Financing Matrix