OFFICIAL DOCUMENTS

CR 5812-KE

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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July 04, 2016

Mr. Henry Rotich
Cabinet Secretary
The National Treasury
P.O.Box 30007 – 00100
Treasury Building
Harambee Avenue
Nairobi, Kenya

Dear Mr. Rotich:

Republic of Kenya: Youth Employment and Opportunities Project
IDA Financing 5812-KE
Additional Instructions: Disbursement

I refer to the Financing Agreement ("Agreement") between the Republic of Kenya ("Recipient") and the International Development Association ("Association") for the above-referenced Project of even date herewith. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of Financing 5812-KE ("Financing"). 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 Financing:

- Reimbursement
- Advance
- Direct Payment
- Special Commitment

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

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) in the Financing Agreement.

II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1). Applications for this Financing will be signed by the official(s) authorized to sign Applications as indicated in your letter of August 25, 2014 signed by the Cabinet Secretary of the National Treasury, Mr. Henry Rotich.

(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
> Delta Center, 13th Floor
> Menengai Road, Upper Hill
> Nairobi, Kenya
> Tel: +254 20 293 6000
> Attention: Loan Department

(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 Secure Identification Credentials") provided in Attachment 2; 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 is USD 150,000

(vi) Advances (sections 5 and 6).

- *Type of Designated Account[s] (subsection 5.3):* 3 Segregated

  o Designated Account "DA-A" managed by MLEA – Ministry of Labor and East African Affairs for categories 1(b) and 5

  o Designated Account "DA-B" managed by MoIED – Micro and Small Enterprise Authority for category 2(a), 3 and 4

- o Designated Account "DA-C" managed by MPSYGA – Ministry of Public Service, Youth and Gender Affairs for categories 1(a), 2(b), 5 and category 6

- *Currency of Designated Accounts (subsection 5.4):* US Dollar

- *Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):* Central Bank of Kenya (CBK)

- *Ceiling (subsection 6.1):*
  - o DA-A managed by MLEA :   USD 5,000,000
  - o DA-B managed by MoIED :   USD 1,000,000
  - o DA-C managed by MPSYGA : USD 3 ,000,000

III. Reporting on Use of Financing 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 expenditures paid from the Designated Accounts:*
  - o Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts requiring the Bank's prior review as well as all contracts exceeding USD 500,000 for goods; USD 200,000 for consulting firms and USD100,000 for individual consultants,
  - o List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 4)
  - o For payments under Category 3, a Summary list (Attachment 6) of business start-up grant payments made to eligible beneficiaries as provided by service provider (s) after being reviewed and signed off by MSEA confirming such payments were indeed made to eligible beneficiaries in accordance with selection criteria and terms and conditions described in the Program Operations Manual
  - o Statement of Expenditure in the form attached (Attachment 3) for all other expenditures

- *For requests for Direct Payment:* records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient's acceptance of contracted goods or services

- *For requests for Special Commitments:* Copy of the letter of credit and Pro-forma Invoice

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Accounts (subsection 6.3): Monthly

(iii) Other Supporting Documentation Instructions. Please submit the Designated Account Reconciliations in the form attached (Attachment 6) with the relevant Bank Statement. Balances from the Project Accounts referred to below in section (IV) will also need to be reflected in the reconciliations.

IV. Other Disbursement Instructions

Funds may be transferred on a regular basis from the Designated Accounts to project accounts (PA's) managed by each of the Implementing Agencies to be maintained in Kenya Shillings. The three PA's under the Line Ministries will be opened at the CBK and for the two Semiautonomous Government Agencies in financial institutions acceptable to the Association.

V. Other Important Information

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

From the Client Connection website, you will be able to download 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 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 financing, 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 Christiaan Nieuwoudt, Finance Officer at WFALA-AFR@worldbank.org using the above reference.

Yours sincerely,
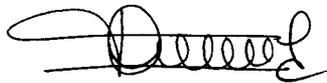
Diarietou Gaye
Country Director
Africa Region

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. Form of Statement of Expenditure

4. Form of Payments Against Contracts Subject to the World Bank's Prior Review

5. Form of Designated Account Reconciliation

6. Summary list of Start-up Grants

**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 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

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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.

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
APPLICATION FOR WITHDRAWAL   Data
STATEMENT OF EXPENDITURES (S0E)
CONTRACT DETAIL   Category No.
(not subject to prior
review from the WB)

_____

_____

_____

1	3	4	5	6	7	8	9	10	11	12
Item No.	Name and Address of Contractors/Suppliers	Contract or Purchase order No. & Date (or other ref.)	Brief Description of Goods, Works or Services	Currency and Total Amount of Contract	Total amount invoices covered by application (net of retention)	Elig. %	Invoice Amount Eligible for Financing	Amount Paid From Special Account (if any)	Date of Payment	Remarks
				TOTALS						

Supporting documents for this SOE
retained at:(insert location)

Payments Made during Reporting Period
Against Contracts Subject to the Bank's Prior Review

Contract Number	Supplier	Contract Date	Contract Amount	Date of WB's No-Objection to Contract	Amount Paid to Supplier during Period	WB's Share of Amount Paid to Supplier during Period

Designated Account Reconciliation Statement

PIU NAME:

Loan Number:

Account Number: _____ **with (bank)** _____

1	Total Advanced by World Bank (or Cofinancier)	$ _____	
2	Less: Total Amount Recovered by World Bank	$ _____	
3	Present Outstanding Amount Advanced to he Designated Account	$ _____ 0.00	

4	Balance of Designated Account per Attached Bank Statement as of Date : _____	$ _____	
5	Plus: Total Amount claimed in this Application Number: _____	$ _____	✱
6	Plus: Total Amount Withdrawn and not yet Claimed Reason: _____	$ _____	✱
7	Plus: Amounts Claimed in Previous Applications not yet Credited as date of Bank Statement	$ _____ 0.00	

Application Number	Amount *
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

8	Minus: Interest Earned	$ _____	✱
9	Total Advance Accountered for (Nr. 4 through Nr. 9)	$ _____ 0.00	=

10 Explanation of any difference between the totals appearing on lines 3 and 9: $ 0.00

_____

_____

_____

11 Date: _____   Signature: _____

Pepared by: _____   Title   _____

5 ✱ All items should be indicated on the Bank Statements

Date of payment	Beneficiary	ID	Service Provider	Tranche (1/2)	Tranche compliance	Grant amount Paid

Summary List of Business Startup Grant Payments

Tranche compliance: tranche 1: attendance; tranche 2: simplified entrepreneurship plan of investment and expenditures

Reviewed and signed-off on behalf of MSEA by: _____ -

Dated: _____