

**OFFICIAL
DOCUMENTS**

LN 8560-MA

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

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Washington, D.C. 20433
U.S.A.

(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

December 21, 2015

H.E. Mr. Mohamed Boussaid
Minister of Economy and Finance
Ministry of Economy and Finance
Bd. Med V. Quartier Administratif
Rabat – Chellah
Kingdom of Morocco

**Re: IBRD Loan 8560-MA (Urban Transport Program)
Additional Instructions: Disbursement**

Excellency:

I refer to the Loan Agreement between the International Bank for Reconstruction and Development (the “Bank”) and the KINGDOM OF MOROCCO (the “Borrower”) providing the above-referenced loan (the “Loan”), of even date herewith (the “Loan Agreement”). The Loan Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of the Loan. 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 Loan Agreement (as the case may be).

I. Disbursement Arrangements

- (i) **Withdrawal Applications.** Applications for withdrawal from the Loan Account (“Withdrawal Applications”) of amounts of the Loan allocated to individual Disbursement Linked Results (“DLR”) may, pursuant to the provisions of Section IV.A of Schedule 2 of the Loan Agreement, be sent to the Bank at any time after the Bank has notified the Borrower 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 Loan confirmed by the Bank for the specific DLR in respect of which the withdrawal is requested, as specified in the Bank’s notice to the Borrower.
- (iii) **Prior Results.** After the Bank has notified the Borrower in writing that it has accepted evidence of achievement prior to the date of the Loan Agreement of a specific DLR, the Borrower may withdraw the amount of the Loan allocated to said DLRs in an amount up to US\$ 50,000,000 after the Loan Agreement has been declared effective

- (iv) **Advances and Recovery of Advances.** The Borrower may, in accordance with provisions of the Loan Agreement, request advances of amounts of the Loan allocated to DLRs that have not yet been achieved using the Form attached (Attachment 1). The aggregate amount of all such advances made in respect of amounts allocated to DLRs may not exceed the equivalent of USD 50,000,000.

The Bank records an amount of the advance as disbursed for an achieved DLR (“recovered”) after it has notified the Borrower 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.

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

II. Withdrawal Applications

- (i) **Authorized Signatories for Withdrawal Applications.** An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Withdrawal Applications:

The World Bank
1818 H. Street, N.W.
Washington, DC 20433
Attention: Marie Françoise Marie-Nelly, Country Director

- (ii) **Withdrawal Applications.** Please provide completed and signed Withdrawal Applications, to the address indicated below:

Financial Operations Department
WFALD – Regional Center Zagreb
The World Bank

Radnicka 80/9, 10 000 Zagreb
Tel: + 385 1 235 7281
Fax: + 385 1 235 7233

- (ii) ***Electronic Delivery.*** The Bank may permit the Borrower to electronically deliver to the Bank Withdrawal Applications through the Bank's Client Connection, web-based portal. The option to deliver Withdrawal Applications to the Bank by electronic means may be effected if: (a) the Borrower has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Withdrawal Applications and to receive secure identification credentials ("SIDC") from the Bank for the purpose of delivering such Withdrawal Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the Bank agrees, the Bank will provide the Borrower with SIDC for the designated officials. Following which, the designated officials may deliver Withdrawal Applications electronically by completing Form 2380, which is accessible through Client Connection (<https://clientconnection.worldbank.org>). The Borrower may continue to exercise the option of preparing and delivering Withdrawal Applications in paper form. The Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Withdrawal Applications by the Borrower.
- (iii) ***Terms and Conditions of Use of SIDC to Process Withdrawal Applications.*** By designating officials to use SIDC and by choosing to deliver the Withdrawal Applications electronically, the Borrower 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 3; and (b) to cause such official to abide by those terms and conditions.

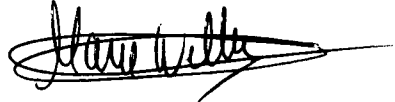
III. Other Important Information

For additional information on disbursement arrangements and electronic delivery of Withdrawal Applications, please visit our secure website "Client Connection" at <https://clientconnection.worldbank.org>.

If you have not already done so, the 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 prepare and deliver Withdrawal Applications, monitor the near real-time status of the Loan, and retrieve related policy, financial, and other information. All Borrower officials authorized to sign and deliver Withdrawal 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 Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Ms. Aissatou Diallo, Senior Finance Officer at WFALD-AFR@Worldbank.org or a member of the Financial Operations Department team responsible for the Morocco portfolio using the above reference.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Marie Nelly', with a long horizontal flourish extending to the right.

Marie Françoise Marie-Nelly
Country Director
Middle East and North Africa Region

Attachments

1. Sample Form for Advances
2. Form for Authorized Signatures
3. *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

Sample Form for Advances

[Ministry/Implementing Agency Letterhead]

[Date]

Loan Department – Zagreb Regional Center
The World Bank
[address of regional center]
Attention: [name of regional center team lead]

**Subject: Re: IBRD Loan 8560-MA (Urban Transport Program)
-Request for Advance**

Dear Sir/Madam,

We refer to the Loan Agreement between the International Bank for Reconstruction and Development (the “Bank”) and KINGDOM OF MOROCCO (the “Borrower”) dated [Date of Signing] providing for the above Loan.

In accordance with the provisions of the Disbursement Letter and Schedule 2, Section IV, B.2 of the Loan 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*]¹.

[We request that the Advance be disbursed in [*currency requested for disbursement*] equivalent to the Total Advance Requested above.]² We acknowledge that the amount disbursed will be charged to the Loan Account in the currency of the Financing at the rate of exchange in effect at the time of disbursement.

Sincerely,

[Name, Position]³

¹ 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.

² 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.

³ To be signed by a representative of the implementing/coordinating agency of the borrower, OR by the person(s) authorized on behalf of the borrower to sign applications for withdrawal under the loan as set out in the applicable Authorized Signatory Letter.

Form of Authorized Signatory Letter

[Letterhead]
Ministry of Finance
[Street address]

[DATE]
The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: [Country Director]

Re: IBRD Loan 8560-MA (Urban Transport Program)

I refer to the Loan Agreement between the International Bank for Reconstruction and Development (the “Bank”) and the KINGDOM OF MOROCCO (the “Borrower”), dated _____, providing the above Loan. For the purposes of Section 2.02 of the General Conditions as defined in the Agreement, any ¹[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Borrower to sign applications for withdrawal under this Loan.

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

⁵[This confirms that the Borrower 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

¹ Instruction to the Borrower: 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 Bank.*

² Instruction to the Borrower: 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 Bank.*

³ Instruction to the Borrower: 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 Bank.*

⁴ Instruction to the Borrower: 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 Bank.*

⁵ Instruction to the Borrower: Add this paragraph if the Borrower wishes to authorize the listed persons to accept Secure Identification Credentials 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 Bank.*

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 Borrower 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]

**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.