

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

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

January 9, 2014

H.E Mr. Ali Mahmoud Abdel Rasoul
Minister of Finance and National Economy
Ministry of Finance and National Economy
P.O. Box 298
Khartoum, Sudan

Excellency:

**Re: IFAD Grant No. DSF-8043-SD – Association Co-financier No. C1320-SD
(Revitalizing the Sudan Gum Arabic Production and Marketing Project)
Additional Instructions: AMENDED Disbursement Letter**

I refer to the Financing Agreement (“Agreement”) between the International Fund for Agriculture Development (the “Fund”) and the Republic of the Sudan (the “Recipient”) for the above-referenced project, dated November 3, 2009 and to the letter from the fund to the International Development Association (the “Association”), dated November 16, 2009 which appoints the Association to act as the Cooperating Institution, within the meaning of Article III of the Fund’s “General Conditions”. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of financing from IFAD Grant No. DSF-8043-SD – Association Co-financier No. C1320-SD (“Financing” or “Grant”). This letter (“Disbursement Letter”), as revised from time to time, constitutes the additional instructions.

This Disbursement Letter is a First Restatement of the Disbursement Letter dated February 28, 2013 for the above referenced project, and serves to restate Section II (vi) hereby increasing the advance ceiling from Euro 250,000 to Euro 500,000. In addition, a) the address where withdrawal applications should be sent, stated in Section II (ii), as well as b) whereby referring to the use of “SIDC” instead of “Tokens” as per Section II (iv), has also been updated. All other provisions and attachments of the Disbursement Letter dated February 28, 2013, except as amended, shall remain in force and effect.

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 Grant 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 IFAD.

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

II. Withdrawal of Grant Proceeds

(i) Authorized Signatures (subsection 3.1). An authorized signatory letter in the Form attached (Attachment 2) should be furnished by the Recipient 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
1818 H Street, N.W.
Washington D.C. 20433
USA
Attention: Country Lawyer for Sudan

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents, (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,
Delta Center, 13th Floor
Upper Hill, Menengai Road,
Nairobi, Kenya.
Tel: 254 20 293 6000
Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to electronically deliver to the World Bank 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.

(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 for Reimbursement, Direct Payment and Special Commitment will be the equivalent of 20% of the Advance ceiling amount.

(vi) Advances (sections 5 and 6).

- **Type of Designated Account[s] (subsection 5.3):** Segregated
- **Currency of Designated Account[s] (subsection 5.4):** Euro
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** Central Bank of Sudan (CBS).
- **Ceiling (subsection 6.1):** Euro 500,000.

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**
 - Statement of Expenditure in the form attached (Attachment 4) for expenditures on goods and works contracts less than Euro 76,000; consultant services (firms) less than Euro 38,000; consultant services (individuals) less than Euro 23,000 and all

expenditures on training, operating costs, matching grants for sub-projects and sub-grants for sub-projects.

- List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 5) as well as records evidencing these expenditures;
 - Statement of Expenditure in the form attached (Attachment 4) and 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 all other expenditures;
- **For reporting eligible expenditures paid from the Designated Account:**
 - Statement of Expenditure in the form attached (Attachment 4) for expenditures on goods and works contracts less than Euro 76,000; consultant services (firms) less than Euro 38,000; consultant services (individuals) less than Euro 23,000 and all expenditures on training, operating costs, matching grants for sub-projects and sub-grants for sub-projects.
 - List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 5) as well as records evidencing these expenditures;
 - Statement of Expenditure in the form attached (Attachment 4) and 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 all other expenditures;
 - Bank statement for the Designated Account;
 - Bank reconciliation statement in the form attached (Attachment 6)
 - **For requests for Direct Payment and Special Commitment:** records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices

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

IV. Other Disbursement Information

The Financing does not finance Taxes levied by or in the territory of the Recipient/Member Country. Therefore, please ensure that all Taxes are deducted from Withdrawal Applications.

V. Other Important Information

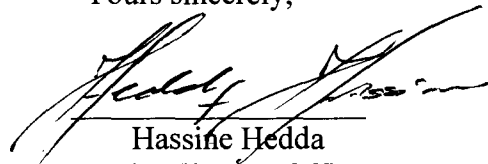
For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank's public website at <https://www.worldbank.org> and its secure website "Client Connection" at <https://clientconnection.worldbank.org>. Print copies are available upon request.

From the Client Connection website, you will be able to download Applications, monitor the near real-time status of the Grant, 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 (<https://clientconnection.worldbank.org>). From this website you will be able to download Applications, monitor the near real-time status of the Grant, 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 World Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Hassine Hedda, Senior Finance Officer at hhedda@worldbank.org using the above reference.

Yours sincerely,



Hassine Hedda
Senior Finance Officer
CTRLD – Loan Department

Attachments that were issued as part of the original letter remain valid.

Prepared by Christiaan Nieuwoudt – CTRLA

Cleared with and cc: Evarist Baimu (LEGAM)
Stephane Forman, TTL

Cc with copies:

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: IFAD Grant No. DSF-8043-SD: Association Co-financier No. C1320-SD
(Revitalizing the Sudan Gum Arabic Production and Marketing Project)**

Honorable Member:

I refer to the Financing Agreement (“Agreement”) between the International Fund for Agriculture Development (“the Fund”) and the Republic of Sudan (the “Recipient”) for the above-referenced Project, dated November 3, 2009. For the purposes of Section 4.04 (b) of the Fund’s General Conditions for Agricultural Development Financing dated 29 April 2009 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 Financing.

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

¹ Instruction to the Recipient: 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 Association.*

² Instruction to the Recipient: 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 Association.*

³ Instruction to the Recipient: 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 Association.*

⁴ Instruction to the Recipient: 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 Association.*

⁵[This confirms that the Recipient is authorizing such persons to accept Tokens and to deliver the Applications and supporting documents to the Association by electronic means. In full recognition that the Association 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of Tokens"), the Recipient represents and warrants to the Association that it will deliver to each such person a copy of the Terms and Conditions of Use of Tokens and will cause such persons to abide by those terms and conditions.]

This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

[Name], [position]	Specimen Signature: _____
[Name], [position]	Specimen Signature: _____
[Name], [position]	Specimen Signature: _____

Yours truly,

/ signed /

[Position]

⁵ Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Tokens 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 Association.*

**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)⁶ will provide secure identification devices (Tokens) to permit the Borrower⁷ 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

⁶ "Bank" includes IBRD and IDA.

⁷ "Borrower" includes the borrower of an IBRD loan, IDA Financing, or Project Preparation Facility advance and the recipient of a financing.

identification number (PIN) to be used in connection with the use of his/her Token, after which 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.

Project Name:

Annex 4 - Disbursement Letter

STATEMENT OF EXPENDITURE (SOE)

Payments made during the period from _____

To _____

Date: _____

Application No.: _____

Grant No.: _____

SOE Sheet No.: _____

1	2	3	4	5	6	7	8	9	10	11	12	13
Item No	Category No *	Name of Supplier, Contractor, or Consultant	Brief Description of Goods or Services	Total Amount of Contract (Include all currencies)	Currency of Expenditure	Total invoice amount covered by this application (net of retention)	Eligible % of financing	Currency and eligible amount paid (7) x (8)	US\$ Equivalent paid from Designated Account	Date of Payment	Exchange Rate**	Remarks
				TOTALS					\$			

Supporting documents for this SOE retained at:

Payments made during the period from _____ to _____

Date:
Application No.:
Loan/
Financing
No.
Ref. No.

Summary Sheet For expenditures against the contracts subject to the Bank Prior Review

1	2	3	4	5	6	7	8	9	10	11	12
Item No.	Category No. & Description (**)	Currency and Total Amount of Contract	Name of Contractor	Ref. No. of Contract	Date of NO L from World Bank	Invoice No. & date	Currency and Total Amount of Invoice Covered by Application (Net of Retention) #	Eligible % from Schedule 1 of Financing Agreement	Amount Eligible for Financing (8 x 9)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate (Col. 11 divided by Col. 10)
TOTAL											

Remarks:

Authorized Signatory

Supporting documents for this Application retained at _____ (insert location)

- (#) Exclude amount financed by other donors, if any
- (*) A separate form should be used for retroactive financing
- (**) Items should be grouped by category; or alternatively, a separate form may be used for each category

Designated Account Reconciliation Statement

Attachment 6

Credit No.:

Bank and Account No.:

Part I

1. Cumulative advances to end of current reporting period
2. Cumulative expenditures to end of last reporting period
3. Outstanding advances to be accounted (1-2)

Part II

4. Opening DA balance at beginning of reporting period (per Bank statement attached, as of
5. Add/Subtract: Cumulative adjustments, including interest earned and recoveries by WB, (if any)
6. Advances received from the World Bank during current reporting period
7. Closing DA balance at end of current reporting (per Bank statement attached, as of
8. Outstanding amount of advances to be accounted for (4+5+6-7)

9. Total Expenditures reported for current reporting period, including this Application

Applic No.	Amount
------------	--------

Total (9)

10. Difference (if any) 9-8

Remarks

Approved by: