October 31, 2013

Hon. Aggrey Tisa Sabuni
Minister
Ministry of Finance, Commerce and Economic Planning
P.O. Box 80
Juba, Republic of South Sudan

Honorable:

Re: Grant Nos. TF015934 and TF015935-RSS (Republic of South Sudan: Third Additional Grant for Emergency Food Crisis Response Project)
Additional Instructions: Disbursement

I refer to the Grant Agreement ("Agreement") between the International Development Association ("World Bank"), acting as Trustee of the Food Price Crisis Response Trust Fund and Global Food Crisis Response Program Trust Fund, and the Republic of South Sudan ("Recipient") for the above-referenced project, dated October 31, 2013. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant Nos. TF015934 and TF015935-RSS ("Grant"). 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 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 Grant:

- 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 Grant Agreement. Any changes to this date will be
notified by the World Bank.

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

II. Withdrawal of Grant 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 Office  
Juba, South Sudan  
Attention: Country Director

(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  
Munagai Road  
Upper Hill  
P. O. Box 30577 - 00100  
Nairobi, Kenya  
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 SDIC 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 is USD 300,000.

(vi) **Advances (sections 5 and 6).**

- **Type of Designated Account[s] (subsection 5.3):** Segregated
- **Currency of Designated Account[s] (subsection 5.4):** USD
- **Financial Institution at which the Designated Account[s] Will Be Opened (subsection 5.5):** CFC Stanbic Bank, Juba branch
- **Ceiling (subsection 6.1):** 1,500,000.00 USD (one and a half million USD)

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 Expenditures (Attachment 4); and
  
  - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 5).

- **For reporting eligible expenditures paid from the Designated Account:**
  
  - Statement of Expenditures (Attachment 4); and
  
  - 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 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
(iii) Other Supporting Documentation Instructions
Designated Account reconciliation Statement as per the form attached.

IV. Other Important 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 Maiada Kessem, Finance Officer at LOA-Afr@worldbank.org using the above reference.

Yours sincerely,

[Signature]

Bella Bird
Country Director for South Sudan
African Region

Attachments
1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2. Form for Authorized Signatures
4. Form of “Statement of Expenditure”
5. Form of Summary Sheet for Payments Against Contracts Subject to the World Bank’s Prior Review
6. Designated Account Reconciliation Statement

Prepared by: Christiaan Nieuwoudt
Cleared with and cc:  Siobhan McInerney-Lankford
Abel Lufafa

Cc with copies:  Mr. Emelio Jaden
Under Secretary, MAFTARCRD
Juba South Sudan

Dr. George Leju
EFCRP Coordinator, MAFTARCRD
Juba, South Sudan
Attachment 2

Form of Authorized Signatory Letter
[Letterhead]
Ministry of Finance and Economic Planning
[Street address]
[City] [Country]

[DATE]

The World Bank Office
Juba, South Sudan

Attention: Country Director

Dear Country Director:

Re: Republic of South Sudan: Third Additional Grants for Emergency Food
Crisis Response Project Grant No. TF000000

I refer to the Grant Agreement ("Agreement") between the International Development
Association ("World Bank"), acting as Trustee of the Food Price Crisis Response Trust Fund and
Global Food Crisis Response Program Trust Fund, and the Republic of South Sudan
("Recipient"), dated ______, providing the above Grant. For the purposes of Section 3.04 (b) of
the Standard Conditions, as defined in the Agreement, any [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.

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

[This confirms that the Recipient is authorizing such persons to accept Secure
Identification Credentials (SIDC) and to deliver the Applications and supporting documents to
the World Bank by electronic means. In full recognition that the World Bank shall rely upon
such representations and warranties, including without limitation, the representations and

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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. Please delete this footnote in final letter that is sent
to the World Bank.

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 World Bank.

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 World Bank.

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 World Bank.

5 Instruction to the Recipient: Add this paragraph if the Recipient 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 World Bank.
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 Recipient represents and warrants to the World Bank that it will cause such persons to abide by those terms and conditions.

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

[Name], [position] Specimen Signature: __________________

[Name], [position] Specimen Signature: __________________

[Name], [position] Specimen Signature: __________________

Yours truly,

/ signed /

__________________________
[Position]
2. Each Signatory must register as a user on the bank's Online Connection (CC) website (https://www.lookingconnectionworldbank.org).

Bank_: Includes the name of the BRD Bank.

L'borrower_ includes the borrower on the BRD loan. IDA; credit of Project Preparation Facility advance and the reception of a grant.

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 SICD to such person identified in the Authorised Signatory Letter (ASL) and a copy of this letter to the Borrower.

Borrower_: Includes the borrower on the BRD loan.

The Borrower shall not reveal his/her password to anyone or store or record the password in written or other form. Prior to receipt of another SICD, registration on CC will require that the Borrower submit a CC password (CC Password).

ASL (Signatory)_ is 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.

A. Identification of Users

The Borrower must determine which type of SICD is most appropriate: SICD can be either: (a) hardware-based (physical Token) or (b) software-based (soft token). The Bank reserves the right to stipulate the hardware-based SICD which will be the sole identification credentials for the Borrower to deliver Applications for the purposes of the Agreement.
B. Initialization of SIDC

Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound

C. Use of SIDC

Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials.

In derivative applications, upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in his possession all of the SIDC User's account, signature, password and the identity number of the SIDC User. Where a Short Token is to be used, the Signatory will access CC in connection with the use of a high, physical token. After which the Physical Token will be initialized for use by the Account User. The SIDC User will access CC using her/his signature with the password and a personal identification number (PIN) to be used in connection with the SIDC User.

The Borrower undertakes to ensure and represent and warrant to the Bank (such representation and warranty being expressly

reputation, and for any misuse of the SIDC by the SIDC User, other

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

2. The Bank assumes no responsibility for any misuse of the SIDC by the SIDC User, other

3. "Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials.

4. Subject,
PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EIR device.

6.3 Physical Tokens 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.

6.1 Care of Physical Tokens

5.3 The Borrower shall immediately notify the Bank at the first notice they have of any loss, theft or compromise of any SIDC or he/she will immediately disable any SIDC and take other reasonable steps to ensure such SIDC are disabled immediately.

5.2 The Borrower shall inform the Bank of any physical loss of the Physical Token he/she will be responsible for the replacement cost of the same.

5.1 The Borrower shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.

Reservation of Right to Disable SIDC
The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to replace a SIDC User's Account.

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.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions or the proper use and care of electronic equipment, including the Physical Token, at close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of.
Supporting documentation should be provided with each application for withdrawal as set out below:

<table>
<thead>
<tr>
<th>Remittee</th>
<th>SOE No.</th>
<th>Loan/Grant No.</th>
<th>Date</th>
<th>Statement of Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>
Designated Account Reconciliation Statement

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 period (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

<table>
<thead>
<tr>
<th>Appl No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total (9)
10. Difference (if any) 9-8 

Remarks

Approved by: