September 6th, 2012

The Trustees of the University of Pennsylvania
Office of Research Services
3451 Walnut Street
P-221 Franklin Bldg
Philadelphia, PA 19104-6205

Re: infoDev Grant No. TF099441
Capacity-Building Initiatives in ICT Policy and Regulation
for Eastern Europe and Central Asia (ECA) Project
Additional Instructions: Disbursement Letter

Dear Ms. Leona Joseph:

I refer to the Letter Agreement (“Agreement”) between the International Bank for Reconstruction and Development (“World Bank”), acting as administrator of grant funds provided under the Information for Development (“infoDev”) Multi-Donor Trust Fund, and The Trustees of the University of Pennsylvania Center for Global Communication Studies at The Annenberg School for Communication (“Recipient”) for the above-referenced jointly-funded project (“Project”), dated Date of PM Signature. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant No. TF099441 (“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:
   - Advance

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is 4 months after the Closing Date specified in the Agreement. Any changes to this date will be notified by the World Bank.
II. Withdrawal of Grant Proceeds

(i) Authorized Signatures (subsection 3.1). The official authorized to sign Applications is the official specified in section 5.01 of the Grant Agreement and whose countersignature appears on the Agreement. The countersignature fulfills the requirement for a specimen signature.

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents to the address indicated below:

The World Bank
1818 H Street, NW
Washington, DC 20433
United States of America

Attention: Ashoka Thewarapperuma
infbDev
MSN F5K-508

(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 devices ("Tokens") 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 Tokens 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 Tokens to Process Applications. By designating officials to accept Tokens 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of Tokens") provided in Attachment [3]; and (b) to deliver the Terms and Conditions of Use of Tokens to each such official and to cause such official to abide by those terms and conditions.

(v) Advances (sections 5 and 6).

- Type of Designated Account (subsection 5.3): Segregated
- Currency of Designated Account (subsection 5.4): United States dollars (US$)
- Financial Institution at which the Designated Account will be opened (subsection 5.5): Wells Fargo Bank N.A
- Ceiling (subsection 6.1): US$150,000
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 reporting eligible expenditures paid from the Designated Account:**
  - Applications for advances should be accompanied by the documents specified in Attachment 3, including Interim Financial Reports in the format provided in Attachment 4
  - Designated Account reconciliation statement (Attachment 5) with bank statement

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3). Quarterly.

IV. Other Important Information


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 downloaded Applications, monitor the near real-time status of the Grant, 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 Anushka Thewarapperuma at athewarapperuma@worldbank.org using the above reference.

Yours sincerely,

[Signature]

Jonathan Coony
Acting infoDev Program Manager
Attachments
1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
3. Schedule of Advance Payments
4. Form of Interim Financial Report
5. Designated Account Reconciliation

Cleared with and cc: Mahwush Malik, LEGPS; LOA-TF; Tim Kelly, Task Team Leader;

Cc with copies: Douglas Graham, OPCFM; Vera Lapshina, Budget Officer.
Attachment 2

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)\(^1\) will provide secure identification devices (Tokens) 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.

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 (http://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 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.

---

\(^1\)“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.
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.
Attachment 3

Schedule of Advance Payments

The Recipient’s requests for withdrawal of Grant proceeds shall be made in accordance with the schedule set forth below, subject to the World Bank’s receipt of the relevant Application and Supporting Documentation, satisfactory to the World Bank. The Supporting Documentation for all Advances excepting the first Advance, shall include a Project Report and Interim Financial Report, and copies of any corresponding Deliverables, that cover the activities, results and deliverables financed by the preceding Advance.

<table>
<thead>
<tr>
<th>Indicative Timing and Supporting Documents for Application</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Advance</strong></td>
<td><strong>Upon receipt by the Bank of the countersigned Agreement, and Application for the first advance</strong></td>
</tr>
<tr>
<td></td>
<td>• After the World Bank’s receipt and approval of the Recipient’s updated itemized budget, Project Implementation Plan, Procurement Plan and a M&amp;E Scorecard</td>
</tr>
<tr>
<td><strong>Second Advance</strong></td>
<td><strong>After the World Bank’s receipt and approval of the Recipient’s:</strong></td>
</tr>
<tr>
<td></td>
<td>• Progress Report on achievements to date and an updated M&amp;E Scorecard;</td>
</tr>
<tr>
<td></td>
<td>• Project Report in the form of an updated Project Scorecard;</td>
</tr>
<tr>
<td></td>
<td>• Interim Financial Report and bank statements that covers the expenditures financed by the first advance;</td>
</tr>
<tr>
<td></td>
<td>• Application for the second advance.</td>
</tr>
<tr>
<td></td>
<td>• The Recipient should have completed delivered at least four out of the planned six courses and one of the Stream 2 activities.</td>
</tr>
<tr>
<td></td>
<td>• Agreement on the venue and dates for the regional event;</td>
</tr>
<tr>
<td></td>
<td>• Contract with an independent and World Bank approved auditor to audit the grant;</td>
</tr>
<tr>
<td></td>
<td>• Updated itemized budget</td>
</tr>
<tr>
<td></td>
<td><strong>[$100,000]</strong></td>
</tr>
<tr>
<td><strong>First Advance</strong></td>
<td><strong>[$150,000]</strong></td>
</tr>
</tbody>
</table>