May 30, 2017

Mr. Olav Kjorven  
Director, Public Partnerships Division  
The United Nations Children’s Fund  
Sana’a, Republic of Yemen

Dear Mr. Kjorven,

Re: IDA Grant No. D197-RY  
(Second Additional Financing for Emergency Crisis Response Project)  
Additional Instructions: Disbursement

I refer to the Financing Agreement between the International Development Association (the “Association”) and the United Nations Children’s Fund (the “Recipient”) 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 Grant Number D197-RY (“Financing”). This letter (“Disbursement Letter”), as revised from time to time, constitutes the additional instructions.

The attached World Bank Disbursement Guidelines for Investment Project Financing, dated February 2017, (“Disbursement Guidelines”) (Attachment 1), are an integral part of the Disbursement Letter, subject to the provisions of the Financial Management Framework Agreement (“FMFA”). 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.

1. Disbursement Arrangements

   (i) Disbursement Methods (section 2). The following Disbursement Method may be used under the Financing:

       • Advance

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

The World Bank
World Trade Center - Egypt Country Office
1191 Corniche El Nil St., 15th Floor, Boulac
P.O. Box
Cairo, Egypt

Attention: Mr. Asad Alam, Country Director for the Republic of Yemen

(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
Radnicka Cesta 80, 9th floor
Zagreb 10000, Croatia

Attention: World Bank Group Finance & Accounting (ex-Loan Department)

(iii) **Electronic Delivery (subsection 3.4).** The Association may permit the Recipient to electronically deliver to the Association 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 Secure Identification Credentials”) provided in Attachment 3; and (b) to cause such official to abide by those terms and conditions.
(v) **Advance (sections 5 and 6)**

- All advances made by the Association will be deposited into an official UN bank account in accordance with the provisions of applicable provisions of the Financial Regulations and Rules of UNICEF

- **Currency of the advance (subsection 5.4):** US Dollar

- **Ceiling (subsection 6.1):** forecast for 2 quarters as provided in the quarterly Interim Financial Report

III. **Reporting on Use of Financing Proceeds**

(i) **Supporting Documentation (section 4).** All withdrawals shall be made on the basis of the Interim Unaudited Financial Reports in the form attached (Attachment 4)

(ii) **Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3):** the period set out in the Financing Agreement for provision of Interim Unaudited Financial Reports

IV. **Other Important Information**


From the Client Connection website, you will be able to prepare and deliver 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 Association 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 Applications, monitor the near real-time status of the Financing, 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 Association by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Eric Ranjeva, Finance Officer at LOAMNA@WORLDBANK.ORG using the above reference.

Yours sincerely,

By: [Signature]

Asad Alam
Country Director, Republic of Yemen
Middle East and North Africa Region
Attachments

2. Form for Authorized Signatures
Form of Authorized Signatory Letter

[Letterhead]
United Nations Children's Fund
[Street address]
[City] [Country]

[DATE]

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

Attention: [Country Director]

Re: IDA Grant No. D197-RY
(Second Additional Financing for Emergency Crisis Response Project)

I refer to the Financing Agreement ("Agreement") between the International Development Association (the "Association") and [name of Recipient] (the "Recipient"), dated ______, providing the above Financing. For the purposes of Section 2.03 of the General 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 Financing.

For the purpose of delivering Applications to the Association, [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 Association.

[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting

---

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 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 Association.
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 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 Association that it 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]
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) will provide secure identification credentials (SIDC) to permit the Borrower 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

---

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.
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. 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.
## Interim Unaudited Financial Report
### Sources and Uses of Funds Statement
#### For the Quarter Ending xx/xx/2017

**IDA Grant Number D197**

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Planned</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Year-To-date</td>
<td>Cumulative-To-date</td>
<td>Current Year-To-date</td>
</tr>
<tr>
<td><strong>Opening Cash Balance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sources of Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IDA Grant Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Exchange Gain / (Loss)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Uses of Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Cash Transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash transfers to beneficiaries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment Agency Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Project Management and Monitoring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultancy Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Monitoring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNICEF Direct Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNICEF Indirect Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Closing Cash Balance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Add a note to describe variances between actual and planned expenditures > 15%
2. Describe any foreign exchange gains or losses in a separate note - FOREX Transaction, Report 1D

**Attachment 4**

**Quarterly IFR**

**Report 1-A**
# Cash Forecast for the Quarter Ending xx/xx/2017

All amounts are in USD

<table>
<thead>
<tr>
<th>Disbursement Category</th>
<th>Cash Requirements for the 1st quarter ending XX/XX/YYYY</th>
<th>Cash Requirements for the 2nd Quarter ending XX/XX/YYYY</th>
<th>Total Cash Requirements for two quarters</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Cash Transfer under Part A (component 3.1) of the Project</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(a) Cash Transfer under Part A.1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(b) Payment Agency(ies) fees under Part A.2 of the Project</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(2) Consultants' services and Recipient's costs under Part B (component 3.2) of the Project</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(a) Consultants' services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(b) Third Party Monitoring</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(c) UNICEF's Direct Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(c) UNICEF's Indirect Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cash Expenditures for the next 2 Quarters** 0.00

**Closing Cash Balance as per the end of reporting period** 0.00

**Additional Advance Requested** 0.00
Payment Progress for each Payment Agency - Paid vs. Returned Cash Payments / Payment Lists and Reconciliations

For the Quarter Ending xx/xx/2017
All amounts are in YER
IDA Grant Number xxxxx
Payment Agency
Name

<table>
<thead>
<tr>
<th>Payment Agency</th>
<th>Un-Collected by Beneficiaries Returned by Payment Agency</th>
<th>Total Transferred to Payment Agency</th>
<th>Collected by Beneficiaries from Payment Agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Number of Beneficiaries</td>
<td>Amount YER</td>
</tr>
</tbody>
</table>

Cash Payments, By Governorate and number of beneficiaries

Governorate 1 / Saada
Governorate 2 / Hadramut

|
|------------------------------------------------|
| Totals                                         |

Reconciliation Report

Comparison of the disbursed benefit amounts to those in the original payment list and discrepancies (if any) in planned and disbursed amounts

The payment agency's refund of the value of unpaid transfers that could not be disbursed to beneficiaries due to no-show, lack of proper IDs, etc.
Report 1-D

Report 1-D: Foreign Exchange Transactions and Gains / (Losses)
For the Quarter Ending xx/xx/2017
IDA Grant Number xxxxx

<table>
<thead>
<tr>
<th>Foreign Exchange Transactions</th>
<th></th>
<th>Actual Exchange Rate USD to YER</th>
<th>Yemeni Rials Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>USD</td>
<td>USD to Yemeni Rials</td>
<td></td>
</tr>
<tr>
<td>Example</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6/1/2017</td>
<td>1,000,000</td>
<td>300 300,000,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,000,000</td>
<td>300,000,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Foreign Exchange Gains (Losses)</th>
<th>Expenditure Amount in USD Accounting Records</th>
<th>UN Operating Rate Exchange</th>
<th>Amount in YER</th>
<th>Actual Transaction Exchange Rate</th>
<th>Amount Exchanged in USD</th>
<th>Gains / (Losses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>$</td>
<td>250</td>
<td>250,000,000</td>
<td>300</td>
<td>833,333.33</td>
<td>166,667</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td>250</td>
<td>250,000,000</td>
<td>833,333.33</td>
<td>166,667</td>
<td></td>
</tr>
</tbody>
</table>