October 29, 2014

H.E. Rustam Azimov
Minister of Finance
Ministry of Finance
Mustakilil Square 5
Tashkent 100021
Republic of Uzbekistan

Excellency:

Re: IDA Financing Credit No. 5490-UZ (South Karakalpakstan Water Resources Management Improvement Project)

Additional Instructions: Disbursement

I refer to the Financing Agreement between the International Development Association (the “Association”) and the Republic of Uzbekistan (the “Recipient”) for the above-referenced project, dated October 29, 2014. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of financing Credit No. 5490-UZ (“Financing”). 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 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.

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 the Association.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition (Schedule2, Section IV B1) in the Financing Agreement.
Currency of Designated Account (subsection 5.4): US Dollar (US$)

Financial Institution at which the Designated Account: Will Be Opened (subsection 5.5): a commercial bank acceptable to the Association.

Ceiling (subsection 6.1): US$4,000,000

III. Reporting on Use of Financing Proceeds

(i) Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out below:

- For requests for Reimbursement and for reporting eligible expenditures paid from the Designated Account:
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts valued at US$500,000 equivalent or more for goods, works and non-consulting services; for consultants’ services against contracts valued at US$100,000 equivalent or more for firms, and at US$50,000 equivalent or more for individual consultants;
  - Statement of Expenditure in the form attached (Attachment 4) for category 2 – Compensation Payments;
  - Statement of Expenditure in the form attached (Attachment 5) for all other expenditures / contracts;
  - List of payments against contracts that are subject to the Association’s prior review, in the form attached (Attachment 6); and
  - A designated account reconciliation statement (Attachment 7) and related bank statement.

- For requests for Direct Payment: 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): Quarterly.

IV. Other Important 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 Jasna Mestnik, Finance Officer, at LOA-ECA@worldbank.org, using the above reference.

Yours sincerely,

[Signature]

Saroj Kumar Jha
Regional Country Director
Central Asia Region

Attachments:

2. Form for Authorized Signatures
4. Form of “Statement of Expenditure” for Category 2 – Compensation Payments
5. Form of “Statement of Expenditure”
6. Form of Payments Against Contracts Subject to the Bank’s Prior Review
7. Form of Designated Account Reconciliation Statement
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  
1818 H Street, N.W. 
Washington, DC 20433  
United States of America  
Attention: Country Director, Central Asia

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit, to the address indicated below:

The World Bank  
Radnicka cesta 80, 9th floor  
Zagreb, HR – 10,000  
Croatia  
Attention: 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) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications is US$ 500,000 for all payments except for Special Commitments. The minimum size for the issuance of Special Commitments is US$ 200,000.

(vi) Advances (sections 5 and 6).

- Type of Designated Account (subsection 5.3): Segregated
cc with copies: Deputy Minister Mr. Sh. Hamraev
Ministry of Agriculture and Water Resources
4 Navoi Street
Tashkent 700004
Uzbekistan
info@agro.uz

Director, PIU
Ministry of Agriculture and Water Resources
44 Navoi Street
Tashkent 700021
Uzbekistan
piu-diwp@buzton.com
Form of Authorized Signatory Letter
Ministry of Finance
Mustakilik Square 5
Tashkent 100021
Republic of Uzbekistan

[DATE]

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

Attention: Saroj Kumar JHA, Regional Country Director

Re: Credit No. 5490-UZ
(South Karakalpakstan Water Resources Management Improvement Project)

I refer to the Financing Agreement ("Agreement") between the International Development Association (the "Association") and the Republic of Uzbekistan (the "Recipient"), dated ______________, providing the above Financing. For the purposes of Section 2.03 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 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.

5[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 Association by electronic means. In full recognition that the Association shall rely upon such

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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.
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)\(^6\) will provide secure identification credentials (SIDC) to permit
the Borrower\(^7\) 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.

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\(^6\) "Bank" includes IBRD and IDA.

\(^7\) "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. 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 

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.
INTERNATIONAL DEVELOPMENT ASSOCIATION

STATEMENT OF EXPENSES - SOE
(No Supporting Documents)

Category 2 - Compensation Payment

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
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<th>9</th>
<th>10</th>
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<tbody>
<tr>
<td>Name or Number of Package</td>
<td>Code of Currency of Payment</td>
<td>Amount of Total Compensation</td>
<td>100% of Amounts paid in this Application</td>
<td>% Finance by IDA</td>
<td>Amount requested in this Application (Col 4 x 5)</td>
<td>Date of Payment</td>
<td>Rate of Exchange</td>
<td>Date of Withdrawal from Design. Account</td>
<td>US$ Amount withdrawn from Design. Account</td>
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CREDIT NO.: 
DATE: 
APPLICATION NO.: 
PAGE NO.: 

Attachment 4
Attachment 5

Statement of Expenditures (SOE)

Payments made during the period from ________________ to ________________

<table>
<thead>
<tr>
<th>Supplier’s Name</th>
<th>WB Contract Number in Client Connection</th>
<th>Type of Good or Service (CW/GO/CS/OOP/TR) / Brief Description</th>
<th>Currency and Total Amount of Contract</th>
<th>Currency and Total Amount of Invoice Covered by Application</th>
<th>% Financed by IBRD/IDA/TF</th>
<th>Amount Eligible for Financing (5 x 6)</th>
<th>Currency and Amount Paid from Designated Account (if Applicable)</th>
<th>Exchange Rate</th>
<th>Date of Payment</th>
<th>Remarks</th>
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**TOTALS**

Supporting documents for this SOE retained at __________________________ (location)
Payments Made during Reporting Period
Against Contracts Subject to the Bank's Prior Review

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Supplier</th>
<th>Contract Date</th>
<th>Contract Amount</th>
<th>Date of WB's Non Objection to Contract</th>
<th>Amount Paid to Supplier during Period</th>
<th>WB's Share of Amt Paid to Supplier during Period</th>
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DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN/CREDIT/GRANT?PPF/COFINANCIER NUMBER
ACCOUNT NUMBER WITH (BANK)

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCER) $ 
2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK - $ 
3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) = $ 

4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE $ 
5. PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION No. + $ *
6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED REASON: + $ *
7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS NOT YET CREDITED AT DATE OF BANK STATEMENTS

<table>
<thead>
<tr>
<th>APPLICATION NO.</th>
<th>AMOUNT *7</th>
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SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + $ 

8. MINUS: INTEREST EARNED - $ *

9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9) = $ 

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9: 

11. DATE: SIGNATURE: TITLE: 

* ALL ITEMS SHOULD BE INDICATED ON THE BANK STATEMENT

Attachment 7