



TF098972

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

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

March 10, 2014

His Excellency
Milton Juica Arancibia
Presidente de la Corte Suprema
Poder Judicial de la República de Chile
Corporación Administrativa del Poder Judicial (CAPJ)
Santiago, República de Chile

Re: REPUBLIC OF CHILE: IDF Grant for Strengthening the Transparency and
Accountability of the Judiciary Project
Grant No. TF098972
Additional Instructions: Amended Disbursement Letter

Excellency:

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 Institutional Development Fund (“IDF”) and the Judiciary’s Administrative Corporation (*Corporación Administrativa del Poder Judicial*) (the “Recipient”), for the above-referenced project, dated March 24, 2011. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant TF098972 (“Grant”). This letter (“Disbursement Letter”), as revised from time to time, constitutes the additional instructions.

This letter is the First Restatement of the Disbursement Letter dated March 24, 2011 for the above referenced project, restating Section II (iii) to update the electronic signature letter (Attachment 1) and updated guidelines for tokens issued March 2013 (Attachment 2), and Section II (vi) to update the type of Designated Account as Pooled. All other provisions and attachments of the Disbursement Letter dated March 24, 2011, shall remain in force and effect.

The *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006, (“Disbursement Guidelines”), 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

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four months after the Closing Date specified in the 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 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
1818 H Street, N.W.
Washington, DC 20433
United States of America
Attention: Livia Benavides, Acting Country Director,

(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
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Attention: Loan Department
The World Bank

(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”); 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) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications is for Reimbursement and Direct Payments is US\$15,000.

(vi) Advances (sections 5 and 6).

- ***Type of Designated Account (subsection 5.3):*** Pooled
- ***Currency of Designated Account (subsection 5.4):*** United States Dollar (USD).
- ***Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):*** a financial institution/commercial bank acceptable to the Bank.
- ***Ceiling (subsection 6.1):*** USD 60,000.

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 and for reporting eligible expenditures paid from the Designated Account:***
 - List of payments against contracts that are subject to the World Bank’s prior review, in the form specified;
 - Statement of Expenditure in the form specified for:
 - (a) Consultants contracts for firms costing \$50,000 or less equivalent each;
 - (b) Consultants contracts for individuals costing \$25,000 or less equivalent each; and (c) Training.
 - Records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices for all other contracts.
- ***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): Monthly.

IV. Other Important Information

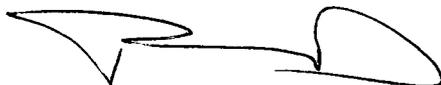
For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank's public website at <https://www.worldbank.org> and its secure website "Client Connection" at <https://clientconnection.worldbank.org>. Print copies are available upon request.

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 the World Bank Loan Department Trust Fund team by sending an email to CTRLD-TF@worldbank.org and using the trust fund number as a reference.

Yours sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT



Patricia Hoyes
Senior Finance Officer
World Bank Loan Department

Modelo de Carta de Firmas

Institución

Dirección

10 de marzo de 2014

Banco Mundial

(Dirección del Banco)

Atención: [Director del Banco Mundial]

Re: Préstamo/Credito/Donacion IBRD/IDA/TF No. _____

Carta de Autorización Suplementar para Solicitudes de Desembolso Electrónicos.

Hago referencia a la clausula de envío electrónico incluida en las *Instrucciones Adicionales: Desembolsos* ("Carta de Desembolsos") para el/los Préstamo/Crédito/Donación concedidos a [nombre del Mutuario/Beneficiario] ("Mutuario/Beneficiario") indicado en la referencia, providenciando instrucciones adicionales para la firma y entrega electrónica de solicitudes de desembolsos y/o compromiso especial ("Solicitudes"). También me refiero a las Cartas de Firmas Autorizadas enviadas al BIRF referentes a cada uno de estos Préstamos, autorizando personas a firmar, en nombre del Mutuario/Beneficiario, Solicitudes bajo cada uno de dichos Préstamos/Donaciones.

Para fines de entrega de una Solicitud al BIRF, [cada una] [cualquier dos /tres] de las personas, cuyo espécimen autenticado de firmas aparece en las Cartas de Firmas Autorizadas para cada Préstamo o Donación conforme ha sido referido en el párrafo anterior, [está][están] autorizada[s] en nombre del [Mutuario][Beneficiario], actuando [individualmente] [conjuntamente], a entregar Solicitudes de Desembolsos bajo los respectivos Préstamo y/o Donaciones y respectiva evidencia de documentación de soporte, incluyendo medios electrónicos, en los términos y condiciones especificados por el BIRF.

El Beneficiario confirma que autoriza a dichas personas a aceptar Las Credenciales de Identificación Segura (SIDC) y entregar Solicitudes de Desembolsos y su respectiva documentación soporte al BIRF por medios electrónicos. Reconociendo plenamente que el BIRF podrá confiar en esas declaraciones y garantías, incluyendo, sin limitaciones, las declaraciones y garantías contenidas en los *Términos y Condiciones del Uso de las Credenciales de Identificación Segura* en conformidad con el *Uso de los Dispositivos Electrónicos para Procesar Solicitudes o Documentación de Soporte (Términos y Condiciones del Uso del SIDC)*, el Beneficiario declara y garantiza al BIRF que asegurará que esas personas acaten esos términos y condiciones.

Esta autorización substituye y reprime cualquier Carta de Firmas Autorizadas enviadas previamente al BIRF.

Atentamente,

/ firma /

[Título]

Espécimen de firma: _____

Nombre del firmante
Cargo del firmante
Email del firmante

Espécimen de firma: _____

Nombre del firmante
Cargo del firmante
Email del firmante

Espécimen de firma: _____

Nombre del firmante
Cargo del firmante
Email del firmante

**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)¹ will provide secure identification credentials (SIDC) to permit the Borrower² 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

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.

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 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.