



Washington, D.C. 20577

LEG/SGO/GY-1327054-08

Mr. Eric Phillips
Executive Member of the Steering Committee
African Cultural and Development Association
GSC Ground, Thomas Land
Georgetown, Guyana

Ref.: GUYANA. Nonreimbursable Technical Cooperation
No. ATN/NI-10787-GY. “Improving Access to
Opportunities for at Risk Youth from Afro-Descendant
Communities in Guyana.”

Dear Mr. Phillips,

This letter of agreement (the “Agreement”) between the African Cultural and Development Association (hereinafter the “Beneficiary”) and the Inter-American Development Bank (hereinafter the “Bank”), which we hereby submit for your consideration, formalizes the terms of a grant of a non-reimbursable technical cooperation (the “Contribution”) to the Beneficiary, for an amount of up to eighty thousand dollars of the United States of America (US\$80,000), which shall be chargeable to the resources of the Social Inclusion Trust Fund. The Contribution will finance the contracting of consulting services and the acquisition of goods, necessary for the execution of a technical cooperation to improve access to opportunities for at risk youth from afro-descendant communities in Guyana (hereinafter the “Program”), which is set forth in the Annex of this Agreement. Unless otherwise stated in this Agreement, the term “dollars” shall hereinafter refer to the currency of legal tender in the United States of America.

This Agreement is entered into pursuant to the Agreement signed between the Royal Ministry of Foreign Affairs of Norway and the Bank on February 5, 2003, establishing the Social Inclusion Trust Fund.

The Bank and the Beneficiary agree upon the following:

First. Components of the Agreement. This Agreement consists of this part one, referred to as the “Special Conditions”; part two, referred to as the “General Conditions”, and the Annex, which are attached hereto. The prevalence between the above-mentioned Sections and the Annex is established in Article 1 of the General Conditions.

Second. Executing Agency. The African Cultural and Development Association shall be the Executing Agency of this Program (hereinafter indistinctively referred to as “Executing Agency”, “Beneficiary” and/or “ACDA”).

Third. Conditions Prior to First Disbursement. The first disbursement of the Contribution shall be subject to the fulfillment, to the satisfaction of the Bank, of the conditions set forth in Article 2 of the General Conditions.

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Fourth. Reimbursement of Expenditures Chargeable to the Contribution.

With the consent of the Bank, resources of the Contribution may be used to reimburse expenditures incurred or to finance those that may be incurred in the Program on or after January 9, 2008, and up to the date of this Agreement, provided that requirements substantially similar to those set forth herein have been fulfilled.

Fifth. Deadlines. (a) The period for execution of the Program shall be eighteen (18) months, from the effective date of this Agreement.

(b) The period for the last disbursement of the resources of the Contribution shall be twenty four (24) months from the effective date of this Agreement. Any part of the Contribution which has not been utilized within this period shall be canceled.

(c) The aforementioned deadlines and any others that may be stipulated in this Agreement may be extended, when duly justified, with the written consent of the Bank.

Sixth. Total Cost of the Program and Additional Resources. (a) The Beneficiary shall make timely provision of the resources required (hereinafter the "Counterpart Resources"), in addition to the Contribution, for the complete and uninterrupted execution of the Program. The total amount of Counterpart Resources is estimated to be the equivalent of twenty thousand dollars (US\$20,000), to make up a sum equivalent to one hundred thousand dollars (US\$100,000), which is estimated to be the total cost of the Program. These estimates do not reduce the obligation of the Beneficiary to provide any additional resources required to complete the Program.

(b) The Counterpart Resources will be allocated to the categories established in the Program's budget set forth in the attached Annex.

Seventh. Recognition of Expenses Chargeable to the Counterpart Resources. The Bank may recognize, as part of the Counterpart Resources, expenditures incurred or which may be incurred in the Program on or after January 9, 2008, and up to the date of this Agreement, provided that requirements substantially similar to those set forth herein have been fulfilled.

Eighth. Currencies for Disbursements. The Bank shall disburse the Contribution in dollars. The Bank may convert these convertible currencies into other currencies, including the local currency of Guyana by applying the exchange rate indicated in Article 7 of the General Conditions.

Ninth. Acquisition of goods and services. The acquisition of goods and related services (different from consulting services) will be carried out by the Beneficiary in accordance with the provisions set forth in Document GN-2349-7("Policies For The Procurement of Works And Goods Financed By The Inter-American Development Bank") of July, 2006. The Beneficiary confirms its familiarity with the provisions of Document GN-2349-7.

Tenth. Selection and contracting of consulting services. The selection and contracting of consulting services will be carried out by the Beneficiary in accordance with the provisions set forth in Document GN-2350-7 (“Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank”) dated July 2006. The Beneficiary confirms its familiarity with the provisions of Document GN-2350-7.

Eleventh. Procurement Plan. Before starting any competitive bidding process or any request for proposals for the acquisition of goods and services (different from consulting services) or the selection of consulting services, the Beneficiary shall prepare and furnish to the Bank for its approval, a Procurement Plan acceptable to the Bank setting forth: (a) the particular contracts for consulting services required to carry out the Program, including the estimated cost of each contract; and (b) the proposed methods for acquisition of goods and selection of consultants’ services, in accordance with paragraphs 1 of Appendixes 1 of Documents GN-2349-7 and GN-2350-7, respectively. This Plan shall be updated every year during the execution of the Program, or as needed throughout the duration of the Program, and each updated version shall be submitted to the Bank’s approval. The Beneficiary shall implement the Procurement Plan in the manner in which the Bank has approved it.

Twelfth. Review by the Bank. Unless the Bank agrees otherwise in writing, each contract for the acquisition of goods and for the hiring of consulting services shall be subject to an ex ante review, in accordance with the procedures established in paragraphs 2 and 3 of Appendixes 1 of Documents GN-2349-7 and GN-2350-7.

Thirteenth. Auditing. (a) The Beneficiary undertakes to present, to the Bank’s satisfaction, the financial statements of the Program duly certified by a firm of independent accountants in accordance with the Bank’s policy and procedures on this matter and in accordance with Article 11(b) of the General Conditions of this Agreement.

(b) The auditing of the financial statements referred to in subsection (a) above will be financed with the Contribution.

Fourteenth. Information Disclosure. The Beneficiary undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers any part of this Agreement to be confidential or sensitive, or to contain information that may adversely affect relations between the Bank and its member countries, or between the Bank and its private sector clients, in which case the Beneficiary undertakes to identify those provisions considered as such. In accordance with the Bank’s Disclosure of Information Policy, the Bank will make the text of this Agreement available to the public once it has been signed and has entered into effect, with the sole exception of the information specifically identified by the Beneficiary as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

Fifteenth. Notice. Any notice, request, or communication from one party to another by virtue of this Agreement shall be made in writing and shall be considered to have been made when the relevant documents are delivered to the addressee, unless the parties otherwise agree in writing. If to the Beneficiary, such notice shall be addressed to the same address indicated above, with the fax number (592) 225-5824.

If to the Bank, such notice shall be addressed to:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.

Facsimile: (202) 623-3096

Please confirm your acceptance of the terms and conditions of this Agreement, in representation of the Beneficiary, by signing and returning one of the originals hereof to the Bank's Country Office in Guyana.

This Agreement shall be signed in two (2) originals of equal tenor by duly authorized representatives of the parties and shall enter into force on the date of its signature by the Beneficiary.

Yours faithfully,

(f)

Marco Carlo Nicola
Representative of the Bank

AGREED:

African Cultural and Development Association

_____(f)_____
Eric Phillips
Executive Member of the Steering Committee

Date: 4 April, 2008 _____

Place: Georgetown, Guyana