

**ADMINISTRATION AGREEMENT**

**between**

**THE INTER-AMERICAN DEVELOPMENT BANK**

*IDB - Bank*

**and**

**DREILINDEN FOUNDATION**

**regarding**

**Project Specific Grant to the Inter-American Development Bank for Project  
No. UR-T1197 titled, "Social Exclusion based on Sexual Orientation and  
Gender Identity (SOGI) in Secondary Schools in Uruguay"**

**THIS ADMINISTRATION AGREEMENT** is entered into between the Inter-American Development Bank (the "Bank") and Dreilinden Foundation (the "Donor") (hereinafter together referred to as the "Parties").

**WHEREAS**, the Bank previously approved project No. AR-X1021 titled, "Social Exclusion based on Sexual Orientation and Gender Identity (SOGI) in Latin America (Argentina)" (the "Original Project"), a portion of which was financed by the Donor's project specific grant in the amount of U.S.\$100,000.00 (one hundred thousand dollars of the United States of America) (the "Original Contribution") pursuant to an Administration Agreement entered into between the Parties as of September 1, 2015 (the "Original Agreement");

**WHEREAS**, the Original Project has been cancelled and the Donor has instructed the Bank to use the Original Contribution remaining funds in the amount of U.S.\$88,074.00 (eighty-eight thousand seventy-four dollars of the United States of America) towards a similar, new Bank project;

**WHEREAS**, the Bank has approved Project No. UR-T1197 titled, "Social Exclusion based on Sexual Orientation and Gender Identity (SOGI) in Secondary Schools in Uruguay" (the "Project"), as described in the attached project document (the "Project Document");

**WHEREAS**, the Donor has agreed to support the execution of the Project by providing a project specific grant to be administered by the Bank; and

**WHEREAS**, the Bank is prepared to administer the contribution funds to be made available by the Donor.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The Donor will make available to the Bank a grant contribution in the amount of U.S.\$88,074.00 (eighty-eight thousand seventy-four dollars of the United States of America) (the "Contribution") to be administered by the Bank to co-finance the Project. For the avoidance of doubt, the Parties acknowledge that the Contribution has previously been disbursed by the Donor to the Bank pursuant to the Original Agreement.
2. The Contribution will be solely for the purposes indicated in the Project Document. Any material deviations from the objectives and activities of the Project described in the Project Document will require the Donor's written approval.
3. Following the signature of this Administration Agreement by the Parties, the Bank will re-assign the Contribution from the Original Project to the Project and will hold and administer the Contribution in the account indicated by the Bank in writing (the "Account"). The Account is denominated in U.S. dollars and includes resources provided as grant funds by other donors for other Bank projects. The Contribution will be administered in the Account without distinction from other donors' contributions.
4. The Bank will administer the Contribution in accordance with the provisions of this Administration Agreement and the Bank's applicable policies and procedures, including those applicable for third party resources administered by the Bank. The Bank will exercise

the same care in the discharge of its functions, as described in this Administration Agreement, as it exercises with respect to the administration and management of resources from other donors and will have no further liability to the Donor in respect thereof.

5. The Contribution will be accounted for separately from the Bank's assets and will be administered together with other contributions received by the Bank. The Bank may freely exchange the Contribution funds into other currencies as may facilitate their administration and disbursement. The Bank will not be responsible for foreign exchange risk in the receipt, conversion or administration of Contribution funds. Further, the Bank may at its discretion invest and reinvest the resources of the Contribution pending their disbursement in connection with the Project.
6. To assist in the defrayment of the administrative costs in relation to the Contribution, the Bank will charge and retain:
  - (a) a non-refundable fee equal to five percent (5%) of the total Contribution amount at the time the Contribution is deposited by the Donor into the Account; and
  - (b) any investment income generated by the Contribution pending its disbursement towards the Project.

For the avoidance of doubt, the Parties acknowledges that the Bank has previously charged the non-refundable fee referred to in Section 6(a) above, pursuant to the Original Agreement. Furthermore, the Bank has retained and will continue to retain any investment income per Section 6(b) above.

7. The Bank's procurement policies and procedures will be applicable to the contracting of consulting services, as well as the procurement of non-consulting services, if applicable, carried out with the Contribution, as required by the different components of the Project. Further, the Donor accepts that:
  - (a) the resources of the Contribution will be completely untied; and
  - (b) the consultancy services financed with the Contribution may be provided and executed by consulting firms, specialized institutions or individuals from any Bank member country.
8. The Donor will not be responsible for the activities of any person or third-party engaged by the Bank as a result of this Administration Agreement, nor will the Donor be liable for any costs incurred by the Bank in terminating the engagement of any such person. The Bank may participate in the Donor's interactive evaluation.
9. Promptly following the completion of the Project, the Bank will submit to the Donor a final Project report. The Bank shall also submit to the Donor annual reports with status updates on Project implementation. The Donor may also request a non-audited financial expense report of the Contribution. In addition, the Donor may request an "agreed upon procedures" report issued by an external auditor selected by the Bank on the use of the Contribution resources.



The cost of such auditor's report will be borne by the Donor and will not be deducted from the Contribution. The Donor will reimburse the Bank for the cost of this report promptly after receiving a written request from the Bank. The Bank will not provide audited financial statements for the Account.

10. As soon as possible upon completion of the Project, the Bank will return to the Donor any remaining uncommitted Contribution funds, unless otherwise agreed to in writing by the Parties.
11. The Donor acknowledges that the Bank's commitment to use the Contribution as contemplated herein will be subject to the Bank's formalization of all internal approvals necessary for the Project and/or the Project Document.
12. The offices responsible for coordination of all matters and receiving any notice or request in writing in connection with this Administration Agreement or the Project are as follow:

(a) For the Bank:

- i. All communications pertaining to donor relations and resource mobilization will be directed to:

Inter-American Development Bank  
1300 New York Avenue, NW  
Washington, D.C. 20577  
UNITED STATES OF AMERICA  
Attention: Bernardo Guillamon  
Manager, Office of Outreach and Partnerships (ORP)  
Tel.: +1 (202) 623-1583  
Fax: +1 (202) 312-4072  
E-mail: [partnerships@iadb.org](mailto:partnerships@iadb.org)

- ii. Day-to-day communications regarding the management of the Contribution and the implementation of this Administration Agreement will be directed to:

Inter-American Development Bank  
1300 New York Avenue, NW  
Washington, D.C. 20577  
UNITED STATES OF AMERICA  
Attention: Sonia Rivera  
Chief, Grants and Co-financing Management Unit  
Office of Outreach and Partnerships (ORP/GCM)  
Tel.: +1 (202) 623-2018  
E-mail: [orp-gcm@iadb.org](mailto:orp-gcm@iadb.org)  
Billing will be sent from: [GCMBillings@iadb.org](mailto:GCMBillings@iadb.org)


(b) For the Donor:

Dreilinden Foundation  
Alte Königstr. 18  
22767 Hamburg  
GERMANY  
Attention: Ise Bosch, Founder and CEO  
Tel.: +49 40 380 388 13  
Fax: +49 40 380 877 99  
E-mail: [info@dreilinden.org](mailto:info@dreilinden.org)

13. This Administration Agreement will come into force on the date of its last signature by the Parties.
14. The Parties may amend any provision of this Administration Agreement in writing.
15. Subject to their respective policies and procedures with respect to the disclosure of information, the Parties may make this Administration Agreement publicly available.
16. Nothing in this Administration Agreement may be construed as creating an agency relationship between the Parties.
17. Nothing in this Administration Agreement may be construed as a waiver of the Bank's privileges and immunities, under international or any applicable law, including any privileges and immunities agreement.
18. The Parties will seek to settle amicably any disputes that may arise from or relate to this Administration Agreement.

**IN WITNESS WHEREOF**, the Inter-American Development Bank and Dreilinden Foundation, each acting through its duly authorized representative, have signed this Administration Agreement in the English language as of the dates indicated below.

**INTER-AMERICAN  
DEVELOPMENT BANK**

  
Bernardo Guillamon  
Manager  
Office of Outreach and Partnerships

Date: 14/11/2018

**DREILINDEN FOUNDATION**

  
Ise Bosch  
Founder and CEO

Date: 15.11.2018

## TC Document

### I. Basic Information for TC

- Country/Region: Uruguay/CSC
- TC Name: Social Exclusion based on Sexual Orientation and Gender Identity (SOGI) in Secondary Schools in Uruguay
- TC Number: UR-T1197
- Team Leader/Members: Anne-Marie Urban (SCL/GDI), Team Leader; Diana Ortiz (SCL/GDI), Lina Uribe (SCL/GDI), Verónica Frisancho (RES/RES); Virginia Queijo Von Heideken (CSC/CUR); Camila Pereira (CSC/CUR); Eschoyez, Guillermo Antonio, (LEG/SGO); Claudia Ogliastro (ORP/GCM); and María Fernanda García (ORP/PTR).
- Indicate if: Operational Support, Client Support, or Research & Dissemination Research & Dissemination
- If Operational Support TC, give number and name of Operation Supported by the TC:
- Date of TC Abstract authorization: May 1, 2018
- Beneficiary (countries or entities which are the recipient of the technical assistance): Uruguay
- Executing Agency and contact name (Organization or entity responsible for executing the TC Program) (If Bank: Contracting entity) {If the same as Beneficiary, please indicate} Inter-American Development Bank through the Gender and Diversity Division (SCLGDI). Anne-Marie Urban.
- Donors providing funding: Project Specific Grant (PSG) from the Dreilinden Foundation.
- IDB Funding Requested: US \$88,074 (PSG contribution from the Dreilinden Foundation: US\$88,074)
- Local counterpart funding, if any: US\$ 43,000 in kind
- Disbursement period (which includes Execution period): 18 months for disbursement (17 months for execution)
- Required start date: September 1, 2018
- Types of consultants (firm or individual consultants): Individuals
- Prepared by Unit: SCL/GDI
- Unit of Disbursement Responsibility: COF/CUR
- TC Included in Country Strategy (y/n): N<sup>1</sup>
- TC included in CPD (y/n): N
- Update to the Institutional Strategy 2010-2020: Partnering with Latin America and the Caribbean to Improve Lives (AB-3008): Gender Equality and Diversity

<sup>1</sup> The beneficiary country agrees that this TC be executed by the IDB (Non-objection letter from the Government of Uruguay, dated May 30, 2018, Annex I). The proposed components and activities are consistent with the IDB Strategy of Uruguay.



## II. Objectives and Justification

- 2.1 **Objective.** The objective of this technical cooperation (TC) project is to collect national data in Uruguay on the Lesbian, Gay, Bisexual, Transgender/Transsexual, Intersexed and Queer (LGBTIQ) population in secondary schools (12-18 years old) and the exclusion they face based on their sexual orientation and gender identity (SOGI).
- 2.2 The products associated with this TC project are: (i) estimates of the size and the socioeconomic characteristics of the LGBTIQ secondary school population in Uruguay; (ii) a working paper characterizing the patterns of SOGI-based exclusion and violence in secondary schools, and policy recommendations for addressing them; and (iii) dissemination of study results in national fora.
- 2.3 **Justification.** There is little data on the size of the LGBTIQ populations in LAC or the specific types of exclusion they face. Evidence from other regions indicates that discrimination against LGBTIQ persons has been associated with high rates of psychiatric disorders,<sup>2</sup> substance abuse,<sup>3</sup> and suicide,<sup>4</sup> and that their experiences of violence and victimization are frequent.<sup>5</sup> Data gaps in LAC make policymaking difficult; more accurate data would increase governments' capacity to design policies and programs that address the specialized needs of these populations and to combat discrimination. Additionally, the process of data collection and harmonization in one country will serve as a basis for adaption of the measurement approach in other contexts and replication in other countries in the region.
- 2.4 Uruguay is the country in the LAC region with the most advanced LGBTIQ rights. It has had in place anti-discrimination laws protecting LGBTIQ persons since 2004, the right of the trans population to obtain identity documents according to their gender identity since 2009, and legislation legalizing same-sex marriages since 2013. Therefore, the Uruguayan government is extremely interested in better understanding and serving its LGBTIQ populations but, like most countries, has many data gaps that make this effort challenging.
- 2.5 In 2016, to help close knowledge gaps, Uruguay's Minister of Social Development (MIDES) launched a Transgender Census, the first census of its kind in Latin America. According to that census, 37% of the trans population experienced discrimination in secondary school. Other qualitative studies identify the school years as a critical phase for the LGBTIQ populations when suicidal thoughts, isolation, and risk behaviors can become a means of escape from exclusion and abuse.<sup>6</sup> MIDES has begun to address the specific needs of LGBTIQ youth as part of its "Educational Centers as Promoters of Human Rights" initiative, a collaborative initiative with the National Administration for Public Education (ANEP).<sup>7</sup> MIDES started working in 25 of the country's schools in 2016 to address issues of sexual diversity, disabilities, racial/ethnic diversity, and

<sup>2</sup> McLaughlin KA, Hatzenbuehler ML, Keyes KM. Responses to discrimination and psychiatric disorders among black, Hispanic, female, and lesbian, gay, and bisexual individuals. *Am J Public Health*. 2010;100(8):1477-84.

<sup>3</sup> Ibanez GE, Purcell DW, Stall R, et al. Sexual risk, substance use, and psychological distress in HIV-positive gay and bisexual men who also inject drugs. *AIDS*. 2005; 19:49-55; and Herek GM, Garnets LD. Sexual orientation and mental health. *Annual Rev of Clinical Psychology*. 2007; 3:353-75.

<sup>4</sup> Remafedi G, French S, Story M, et al. The relationship between suicide risk and sexual orientation: Results of a population-based study. *Am J Public Health*. 1998;88(1):57-60.

<sup>5</sup> Roberts AL, Austin SB, Corliss HL, et al. Pervasive trauma exposure among US sexual orientation minority adults and risk of posttraumatic stress disorder. *Am J Public Health*. 2010 Apr 15.

<sup>6</sup> MIDES. Políticas Públicas y diversidad sexual. Análisis de la heteronormatividad en la vida de las personas y las instituciones. Informe Final. 2013

<sup>7</sup> *Centros Educativos Promotores de Derechos*, in Spanish.



other human rights issues, and it plans to expand to at least 60 schools by the end of 2018.

- 2.6 MIDES has identified the need to gather data on the LGBTIQ populations within secondary school to enable them to expand and target their efforts more effectively. As such, the findings of the analytical work that will be supported by this technical cooperation will be useful in informing government actions to reduce exclusion based on SOGI.
- 2.7 This TC project is consistent with the Update to the Institutional Strategy 2010-2020: Partnering with Latin America and the Caribbean to Improve Lives (AB-3008), which commits the Bank to work on issues of gender equality and diversity, including gender and minority-based exclusion in education, labor markets and access to other services. It is consistent with Uruguay's country strategy (GN-2836) since it will contribute to "promoting equity and social inclusion by supporting youth segments of the most vulnerable populations groups." It is also consistent with the Gender and Diversity Sector Framework Document (GN-2800-8), which states that the Bank will explore, through analytical work, factors that generate the exclusion of LGBTIQ populations and how the Bank can promote their social inclusion.

### III. Description of activities/components and budget

- 3.1 **Component 1. Survey on LGBTIQ populations in secondary schools in Uruguay.** This component will support the design and supervision of a specialized survey that will include a central focus on LGBTIQ issues for the student population (12-18 years old) attending public and private secondary schools in Uruguay. Specifically, the component will support the pilot testing of the survey instrument and protocol for its application, training of surveyors,<sup>8</sup> analysis of the data collected, and dissemination of research results. The survey will explore topics including SOGI, socio-demographic conditions, risky behaviors, life expectations, and experiences with exclusion or violence at school and among peers.
- 3.2 LGBTIQ individuals are difficult to survey both because of their relatively small population sizes and because of stigma in self-identifying as LGBTIQ. Face-to-face direct survey methods can affect the willingness of respondents to report stigmatizing identities and behaviors. The perception of greater levels of confidentiality and anonymity increase the likelihood that respondents will be more accurate in reporting sensitive information.<sup>9</sup> One particularly promising methodology for encouraging self-identification among LGBTIQ populations are list experiments. This indirect survey technique preserves anonymity and has been previously used to measure prevalence rates of violence, abortion, and risky sexual behavior, among other topics. Specifically, a project financed by the IDB has already relied upon this methodology to measure intimate partner violence (IDB-WP-853)<sup>10</sup> and the data gathering in Uruguay will likely incorporate it.

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<sup>8</sup> MIDES staff will lead the data collection exercise together with Ministry of Education and Culture personnel (including teachers).

<sup>9</sup> The Williams Institute (2011). Available at: <http://williamsinstitute.law.ucla.edu/wp-content/uploads/Gates-How-Many-People-LGBT-Apr-2011.pdf>

<sup>10</sup> The basic design of a List Experiment (LE) features a randomly-selected control group, who is given a list of N neutral statements (e.g., "I pay rent for the place I currently reside"), and a treatment group, who receives the same list of N statements plus a sensitive one (e.g., "I am gay"). Both groups are asked to provide the number of statements that hold true, without indicating the ones that are in fact true (the



- 3.3 The final methodology for the survey will be reviewed by a committee comprised of specialists from MIDES, ANEP, INE and the IDB to ensure that safety and privacy standards are upheld. MIDES, in collaboration with ANEP, will also ensure that parental consent is obtained when necessary, according to national law.
- 3.4 The results of the research (i.e., the survey and the product resulting from Component 2) will be disseminated to relevant stakeholders from MIDES, APEP, INE and other governmental stakeholders at the national and local levels through three events in Uruguay. The TC project will finance the design and implementation of the dissemination strategy to ensure that the research results are disseminated broadly to the key stakeholder in the Uruguayan government, civil society organizations, and other international stakeholders.
- 3.5 **Component 2. Focus groups to identify forms of exclusion faced by LGBTIQ youth.**<sup>11</sup> The objective of this component is to gather additional qualitative information on attitudes towards the LGBTIQ populations and the types of exclusion and violence they face in the school context. The focus groups will explore with students as well as educators/administrators topics such as: (i) perceptions and experiences of social exclusion, (ii) bullying and violence against LGBTIQ students, (iii) the context in which the exclusion or violence takes place/is perceived, (iv) future prospects for LGBTIQ students (with regards to higher education, jobs, family relationships), (v) existing sources of support at school, in the community, within families, and (vi) perceptions on what interventions would be most useful to address the issues identified. A minimum of eight (8) focus groups will be conducted in different geographic areas in the country. The results of the focus groups will help the validation of the results obtained in the survey for secondary students in Uruguay (see Component 1) as well as MIDES' plans for future school-based activities to reduce discrimination against LGBTIQ students.
- 3.6 **Results.** The main result of the TC project will be quantitative and qualitative information made available to policymakers on social exclusion and violence against LGBTIQ youth in secondary schools. This information will be used by MIDES and ANEP to inform their interventions aimed at promoting respect for and inclusion of LGBTIQ youth in secondary schools. The specific outputs are listed in Annex II, Results Matrix.
- 3.7 **Budget.** The total cost of this operation is \$88,074 (see Indicative Budget) that will be financed by the uncommitted resources cancelled from the closed operation AR-X1021.<sup>12</sup> The project specific grant (PSG) from the Dreilinden Foundation will be

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interviewer never knows if the sensitive statement is true). The difference in average responses across groups allows measuring the prevalence of the sensitive issue –in this example, the size of the gay population. The questions about all other topics rather than SOGI will be asked equally to both groups. The control group in the LE is also inquired directly about their sexual orientation with two objectives. First, the comparison of the prevalence rate measured directly with the one captured by LE will allow us to obtain a measure of the level of underreporting on this specific topic. Second, it allows us to correlate SOGI with other socio-economic characteristics at the individual level and to analyze possible gaps in key indicators between LGBT and non-LGBT populations. The objective is to protect the privacy of the respondent by asking indirectly about SOGI topics.

<sup>11</sup> Focus groups are a form of qualitative research in which a group of people are asked about their perceptions and/or experiences regarding particular situations. Questions are asked in an interactive group setting where participants are free to talk with other group members.

<sup>12</sup> AR-X1021 was financed by a PSG from the Dreilinden Foundation in the amount of US\$100,000. The Dreilinden Foundation has agreed to use the unused resources from AR-X1021 to finance this operation, as reflected in the PSG administration agreement.

administered by the Bank according to the procedures established in the "Report on COFABS, Ad-Hocs and CLFGS and a Proposal to Unify Them as Project Specific Grants (PSGs)" (Document SC-114). As discussed in the aforementioned procedures, the commitment from the Dreilinden Foundation will be established through a separate administration agreement. Under such an agreement, the resources for this TC project will be administered by the Bank.

**Indicative Budget (US\$ dollars)**

Activity/ Component	Description	IDB (PSG)	Counterpart	Total Funding
Component 1 Year 1	Supervision of fieldwork for the survey of youth LGBTIQ populations in schools in Uruguay.	\$25,000	-	\$25,000
Component 1 Year 1	Analysis of survey results; Report of results; and Presentation of results in national events with governmental stakeholders.	\$9,000		\$9,000
Componente 1 Year 2	Design and implementation of a Dissemination Strategy for survey results and the findings of the qualitative study from Component 2.	\$26,574		\$26,574
Component 2 Year 1-2	Collection and analysis of qualitative data through focus groups with LGBT secondary school students and educators to complement primary survey data (Minimum of 8 focus groups); Report of findings with policy recommendations; Presentation of findings in 3 national events with governmental stakeholders.	\$27,500	-	\$27,500
<b>Total</b>		<b>\$ 88,074</b>	<b>-</b>	<b>\$88,074</b>

- 3.8 **Technical and fiduciary responsibility.** SCL/GDI, through the Project Team, will be responsible for supervising the program and for reporting to Donors in compliance with the "Administration Agreement." The Project Team will submit to the Donor annual reports with status updates on the TC project's implementation and, following the completion of the TC project, the Bank will submit to the Donor a final TC project report.

**IV. Executing agency and execution structure**

- 4.1 Given that this TC project will generate knowledge products produced by the Bank, the operation will be implemented by the Bank. The Project Team will be responsible for the preparation and submission of project reporting to donors in compliance with the "Administration Agreement". The IDB has obtained the corresponding non-objection letter from the country's official counterpart, the Ministry of Economy and Finance of Uruguay (Annex I). The IDB will work in close coordination with MIDES and the National Institute of Statistics (INE), which will act as the local technical counterparts.
- 4.2 The TC project will be implemented over a 18-month period. The Bank will contract individual consultants and non-consulting services in accordance with current Bank



procurement policies and procedures. Disbursements will be made directly from SCL/GDI.

- 4.3 If at the end of project execution, the TC project was closed with a positive uncommitted and unspent balance, the Project Team will be responsible for informing ORP/GCM to transfer any unspent balance as agreed to between the Donor and the Bank pursuant to the terms of the PSG "Administration Agreement".<sup>13</sup>

**V. Major issues**

- 5.1 This TC project has low fiduciary and governance risk. Nonetheless, there is a risk of inadequate quality of the data and analysis generated. On the quality of data collected, the Project Team will enlist external and Bank experts to comment on the methodology for data collection. In addition, the Bank will select consultants with proven experience in data collection at the national and local level in the LAC region. On the quality of data analysis, external reviewers and IDB experts will review all analytical products before dissemination in order to mitigate this risk.

**VI. Exceptions to Bank policy**

- 6.1 No exceptions to Bank policy are envisaged.

**VII. Environmental and Social Strategy**

- 7.1 In accordance with the Environment and Safeguards Compliance Policy (OP-703), this TC project has been classified under Category C.

**Required Annexes:**

- Annex I: Request from the client.
- Annex II: Results Matrix
- Annex III: Terms of Reference.
- Annex IV: Procurement Plan.

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<sup>13</sup> All PSG administration agreements include provisions for the use of any unspent balances.