Monday, September 30, 2013

Carlos Alberto Garavelli Gallardo
Director of the Regional Action Center in the Sothern Cone
Ibero-American Social Security Organization
Sarmiento 1136
Buenos Aires,
Argentina

Re: Regional: IDF Grant for Institutional Capacity Building of the Ibero-American Road Safety Observatory Project
IDF Grant No. TF014563

Dear Sir:

In response to the request for financial assistance made on behalf of the Ibero-American Road Safety Observatory ("OISEVI") through the Ibero-American Social Security Organization represented by the Director of the Regional Action Center in the Sothern Cone ("OISS" or "Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank") proposes to extend to the Recipient, for the benefit of Member Countries (as defined in Section 1.02(b) of the attached Annex), a grant from the World Bank's Institutional Development Fund ("IDF") in an amount not to exceed six hundred sixty-three thousand and nine hundred United States Dollars (U.S. $663,900) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Article VI of the Annex to this Agreement.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: [Signature]

Ede Jorge Iijasse-Vasquez
Sector Director
Sustainable Development
Latin America and the Caribbean Region

AGREED:

IBERO-AMERICAN SOCIAL SECURITY ORGANIZATION

By: [Signature]

Authorized Representative
Name: [Signature]
Title: [Signature]
Date: October 9, 2013

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement as follows:

(a) "Implementation Agreement" means the agreement satisfactory to the World Bank, to be entered into by the Recipient, through the RAC, and OISEVI, through the President of the Director Committee and its Technical Secretariat, with the purposes of facilitating the implementation of the Project.

(b) "Member Country" means, for the purpose of this Grant, any of the following member states of OISEVI: the Argentine Republic, the Plurinational State of Bolivia, the Federative Republic of Brazil, the Republic of Chile, the Republic of Colombia, the Republic of Costa Rica, the Republic of Ecuador, the Republic of El Salvador, the Republic of Guatemala, the Republic of Honduras, the United Mexican States, the Republic of Nicaragua, the Republic of Panama, the Dominican Republic, the Republic of Paraguay, the Republic of Peru, the Oriental Republic of Uruguay and the Republica Bolivariana de Venezuela. "Member Countries" means collectively all such countries.

(c) "OISEVI" means the Ibero-American Road Safety Observatory, an informal association comprised of the representatives of national road safety agencies of Ibero-America and governed by the statutes signed in Bogota, Colombia on June 12, 2012, created for the purposes of influencing and providing support to the main authorities in charge of transit and road safety matters in Ibero-America for the improvement of public policies on road safety.

(d) "OISS" means the Ibero-American Organization of Social Security, an international organization established and operating pursuant to the statutes approved on December 7 and 8, 1995 and modified on March 8 and 9, 2012, created for the purposes of promoting the economic and social welfare of Ibero-American countries through the coordination, exchange and sharing of mutual experiences in social security matters and, in general, within the scope of social protection, which cooperates with OISEVI pursuant to the agreement executed on November 20, 2012 between the RAC and the President of OISEVI's Director Committee for the joint collaboration on road safety matters in Ibero-America.

(e) "Operational Manual" means the operational manual described in Section 2.03 (b)(i) of this Annex.

(f) "President of the Director Committee" means the president of OISEVI's maximum executive and representative body operating pursuant to Clause 17 of OISEVI's statutes
signed and approved in Bogota, Colombia on June 12, 2012, currently based in Buenos Aires, Argentina, or any successor thereto acceptable to the World Bank.

(g) "RAC" means the Regional Action Center of OISS established and operating in Buenos Aires, Argentina.

(h) "Technical Secretariat" means OISEVI’s technical secretariat established and operating pursuant to Article 24 of OISEVI’s statutes signed and approved in Bogota, Colombia on June 12, 2012, currently based in Buenos Aires, Argentina, or any successor thereto acceptable to the World Bank.

Article II
Project Execution

2.01. Project Objectives and Description. The objectives of the Project are to strengthen OISEVI’s capacity and credibility as a regional statistic association through the improvement of the Member Countries technical capabilities and to enhance the quality of regional road safety data.

The Project consists of the following parts:

Part 1: Road Safety Baseline Surveys, Harmonization and Analysis

Production of baseline estimates on road safety data for selected pilot Member Countries with a common methodology to monitor intermediary regional indicators, accelerate knowledge transfer in data analysis and harmonize information amongst said Member Countries, all under terms of reference acceptable to the World Bank, including:

(a) the provision of training to data coordinators from road safety agencies of selected pilot Member Countries on, inter alia, road safety reliable data collection, analysis and preparation of baseline surveys, aiming at strengthening the credibility of road safety institutions, transferring knowledge, adopting procedures for the improvement of official records and facilitating the exchange of information;

(b) the provision of training to: (i) local staff assigned to road safety agencies of selected pilot Member Countries on, inter alia, road safety reliable data collection, analysis and preparation of baseline surveys; and (ii) coordinators mentioned in Part 1(a) herein through the financing of baseline surveys as a learning-by-doing activity;

(c) the analysis of the results obtained through the carrying out of activities under Part 1(b)(ii) herein and the provision of training to local officials assigned to road safety agencies on the processing and harmonization of data;

(d) the publication and dissemination of the results of the surveys carried out under Part (b)(ii) herein with the purpose of raising awareness on risk factors associated with road safety facilities and influence decision making in Member Countries on how to address these risk factors; and
(e) the carrying out of a workshop to consolidate the training activities executed under Part 1(a) and (b)(ii), aiming at sharing experiences and providing solutions to common problems.

Part 2: Technical Assistance for Improved Protocols on Data Processing and Harmonization

Carrying out of assessment and technical assistance activities for data coordinators assigned to road safety agencies in Member Countries to set up appropriate guidelines, procedures and protocols to make more efficient the mechanisms by which official data on road facilities and serious injuries associated with road crashes is collected, processed and harmonized, all under terms of reference acceptable to the World Bank, including:

(a) the carrying out of knowledge share meetings among data coordinators assigned to road safety agencies of the Member Countries; and

(b) the provision of trainings to coordinators of Member Countries (through webinars) and the carrying out of video conferences.

Part 3: Pilot Interventions on Specific Risk Factors including Child Restraint Systems and Helmet Usage

The provision of technical assistance to road safety institutions of the selected pilot Member Countries mentioned under Part 1 to enhance regulations and design new legislation on specific risk factors such as helmet usage in motorcycles and effectiveness of child restraint systems, and the design of policies with the objective of reducing the exposure to these risk factors in Member Countries, all under terms of reference acceptable to the World Bank, including:

(a) the design of a motorcycle’s plan of action aimed at reducing fatalities and crashes involving motorcycles, including the provision of training for the implementation of said action plan; and

(b) the design of child restraint system plans of action and the provision of training for their implementation.

Part 4: Audit

Carrying out of financial audits for the Project.

2.02. Project Execution Generally. (a) The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient, through the RAC, shall cause OISEVI, through its Technical Secretariat, to carry out the Project pursuant to the terms of the Implementation Agreement (as defined hereinafter), in accordance with the provisions of: (i) Article II of the Standard Conditions; (ii) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); and (iii) this Article II.

(b) The Recipient shall maintain, until completion of the execution of the Project, the RAC with professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the World Bank, including, inter alia, procurement and financial management responsibilities.
(c) Without limitation to the provision of Sections 2.02(a) and (b) above, the Recipient, through the RAC, shall promptly provide and shall cause OISEVI, through its Technical Secretariat, to promptly provide in-kind contributions, as needed, for *inter alia*, office and training facilities, counterpart staff time, trainee staff time and administrative support, all in accordance with a criteria acceptable to the World Bank.

2.03. **Institutional and Other Arrangements.** (a) (i) Without limitation upon the provisions of Section 2.02 above, the Recipient, shall, through the RAC, enter into agreement with OISEVI's President of the Director Committee and its Technical Secretariat to facilitate the implementation of the Project (the "Implementation Agreement"), under terms and conditions acceptable to the World Bank.

(ii) The Recipient shall, through the RAC, exercise its rights and comply with its obligations under the Implementation Agreement in such a manner as to protect the interests of the World Bank and to accomplish the purposes of this Agreement. Except as the World Bank shall otherwise agree, the Recipient, through the RAC, shall not assign, amend, abrogate or waive any of the provisions of the Implementation Agreement. In case of any conflict between the terms of the Implementation Agreement and those of this Agreement, the terms of this Agreement shall prevail.

(b) (i) Without limitation upon the provisions of Section 2.02 above, the Recipient through the RAC, shall carry out the Project and shall cause OISEVI, through its Technical Secretariat, to carry out the Project in accordance with a manual (the "Operational Manual"), acceptable to the World Bank, as the same may be updated from time to time, with the World Bank's prior written approval, including, *inter alia*: (A) guidelines for the coordination of Project implementation; (B) details of disbursement and financial management procedures; (C) specific procurement responsibilities, processes and internal controls; and (D) monitoring and evaluation, and preparation and submission of timely and quality reporting of the Project implementation.

(ii) In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

2.04. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient, through the RAC, shall cause OISEVI, through its Technical Secretariat, to monitor and evaluate the progress of the Project and, upon the World Bank's request, prepare Project Reports, in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover such period as shall be indicated in the World Bank's request and shall be furnished to the World Bank not later than one month after the date of such request.

(b) The Recipient, through the RAC, shall, upon the World Bank's request, cause OISEVI, through its Technical Secretariat, to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank 'not later than six months after the Closing Date.

2.05. **Financial Management.** (a) The Recipient, through the RAC, shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
(b) The Recipient, through the RAC, shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient, through the RAC, shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. **Procurement**

(a) **General.** All goods, non-consulting services and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

(b) **Definitions.** The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) **Particular Methods of Procurement of Goods and Non-consulting Services.** Goods and non-consulting services shall be procured under contracts awarded on the basis of Shopping.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Selection based
on Consultants’ Qualifications; (B) Selection of Individual Consultants and (C) Single-source procedures for the Selection of Individual Consultants.

(e) **Review by the World Bank of Procurement Decisions.** The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

(f) **Special Provisions.** Without limitation to the other provisions in the sub-paragraphs above, the following additional provisions shall also govern the procurement activities:

(i) procurement of goods, non-consulting services and consultants' services shall be carried out using: (A) standard bidding documents and standard requests for quotations/proposals (as the case may be), all acceptable to the World Bank, which shall all include, *inter alia*, a settlement of dispute provision and the pertinent provisions of the Anti-Corruption Guidelines; (B) model bid evaluation forms, and model quotations/proposals evaluation forms (as the case may be); and (C) model contract forms, all acceptable to the World Bank. As for consultant services contracts, only the types of contracts listed in Section IV of the Consultant Guidelines may be used and “Convenios” will not be permitted;

(ii) after the public opening of bids for goods and non-consulting services, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards, shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of contract award. In addition, bidders and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other bidders’ bids;

(iii) after the public opening of consultants’ proposals, information relating to the examination, clarification and evaluation of proposals and recommendations concerning awards, shall not be disclosed to consultants or other persons not officially concerned with this process until the publication of contract award (except as provided in paragraphs 2.23 and 2.30 of the Consultant Guidelines). In addition, consultants and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other consultants’ proposals;

(iv) foreign bidders and local contractors, service providers, consultants and suppliers shall not be required to: (A) register; or (B) establish residence in Argentina; or (C) enter into association with other national or international bidders as a condition for submitting bids or proposals;

(v) the Recipient, through the RAC, shall cause OISEVI, through its Technical Secretariat, to: (A) supply the World Bank’s publicly accessible Procurement Plans Execution System (SEPA) with the information contained in the Recipient’s initial procurement plan within 30 days after this Agreement has been declared effective; and (B) update said procurement plan at least biannually, or as required by the World Bank, reflect the actual project implementation needs and progress and supply the SEPA with the information contained in the updated Procurement Plan immediately thereafter; and

(vi) consultants shall not be required to submit bid or performance securities.
Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and non-consulting services</td>
<td>25,500</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants' Services (including audits)</td>
<td>493,750</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Training and Workshops</td>
<td>144,650</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>663,900</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section, the term "Training and Workshops" means reasonable non-consultant expenditures incurred in connection with the provision of training and workshops conducted under the Project in the territory of the Member Countries, including: (a) reasonable travel costs and per diem of trainees; (b) rental of training/workshop facilities and equipment; and (c) acquisition, preparation, reproduction and distribution of training/workshop materials.

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is three years after the date of countersignature of this Agreement by the Recipient.

Article IV
Additional Remedies

4.01. Additional Event of Suspension. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, that the World
Bank has determined after the Effective Date referred to in Section 6.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement has been effective on the date such event occurred.

**Article V**

**Effectiveness; Termination**

5.01 Termination for Lack of Implementation or Disbursement. This Agreement and all obligations of the parties under it shall terminate if it has not been implemented or has not disbursed any funds before December 28, 2013 unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Effectiveness; Termination**

6.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient, through the RAC, have been duly authorized or ratified by all necessary governmental and corporate action; and

(b) The execution and delivery of the Implementation Agreement on behalf of the Recipient, through the RAC, and OISEVI, through the President of the Director Committee and its Technical Secretariat, have been duly authorized or ratified by all necessary governmental and corporate action.

6.02. As part of the evidence to be furnished pursuant to Sections 6.01 (a) and (b), there shall be furnished to the World Bank an opinion satisfactory to the World Bank of counsel acceptable to the World Bank showing the following matters:

(a) On behalf of the Recipient, through the RAC, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and

(b) On behalf of the Recipient, through the RAC, that the Implementation Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

6.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect upon the date upon which the World Bank dispatches to the Recipient a notice of its acceptance of the evidence required pursuant to Section 6.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Agreement if this Agreement had been effective, the World Bank may postpone the dispatch of the notice so referred to in this Section until such event (or events) has (or have) ceased to exist.
Article VI
Recipient’s Representative; Addresses

6.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Director of the Regional Action Center in the Southern Cone.

6.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Regional Action Center in the Southern Cone
Ibero-American Social Security Organization
Sarmiento, 1136
Buenos Aires,
Argentina

Telex: (0054 11) 4381 8473 / 4381 5344
Facsimile: (0054 11) 4381 5312

6.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391