

Carlos Vicente Vargas Reyes National Director Asociación Fe y Alegría Ecuador Asunción OE2-38 y Manuel Larrea Casilla 17-08-8623, Quito – Ecuador

> Ref.: Ecuador. Nonreimbursable Technical Cooperation No. ATN/JO-20917-EC. Applying Innovation to Secure Higher Education and Employment for Young People with Disabilities

Dear Mr. Vargas:

The purpose of this letter of agreement, hereinafter referred to as the "Agreement", between Asociación Fe y Alegría Ecuador, hereinafter interchangeably referred to as the "Beneficiary" or the "Executing Agency", and the Inter-American Development Bank acting in its capacity as Administrator of the Japan Special Fund Poverty Reduction Program ("JPO"), hereinafter referred to as the "Bank", and with the Beneficiary hereinafter referred to as the "Parties", which we are submitting for your consideration, is to formalize the terms and conditions of a grant for a nonreimbursable technical cooperation to the Beneficiary, up to the amount of eight hundred thousand dollars of the United States of America (US\$800,000), which shall be chargeable to the resources of the JPO, hereinafter referred to as the "Contribution", to finance the procurement of goods and non-consulting services and the selection and contracting of consultants necessary for the execution of a technical cooperation project to promote higher education access and labor market insertion of young People With Disabilities ("PWD") in the technical and technological sectors, providing them with a higher quality of life, personal growth, and independence, hereinafter referred to as the "Project", which is described in the Annex to 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 memorandum dated February 20, 2001 (the "Memorandum") from Mr. Toru Kodaki, former Executive Director for Croatia, Japan, Portugal, Slovenia and the United Kingdom, and a response letter (the "Response Letter") dated March 30, 2001 from Mr. Enrique V. Iglesias, former President of the Bank (the Memorandum and the Response Letter, together referred to as the "Poverty Reduction Program Agreement"), which has been amended subsequently from time to time. The Poverty Reduction Program Agreement was established within the framework of the Letter Agreement for the Establishment of the Japan Special Fund (JSF) entered by and between the Government of Japan and the Bank on April 26, 1988, as amended from time to time.

The Bank and the Beneficiary agree upon the following:

**Clause 1.** <u>Components of the Agreement.</u> This Agreement consists of this part one, referred to as the "Special Conditions", part two, referred to as the "General Conditions", and the Annex attached hereto. The prevalence between the aforesaid parts and the Annex is established in Article 1 of the General Conditions.

**Clause 2.** <u>Executing Agency</u>. (a) The execution of the Project and the utilization of the resources of the Contribution shall be carried out by the Executing Agency.

(b) The Executing Agency shall hire the services of a Project manager (the "Project Manager") to: (i) plan, coordinate, supervise the execution of the activities established in the Project components; (ii) prepare annual work plans; (iii) prepare terms of reference for, and identify, select, contract, and evaluate the performance of external consultants; (iv) produce the semi-annual progress reports; and (v) coordinate the contracting of the external audit of the Project, in accordance with Paragraph Fourteenth of these Special Conditions.

**Clause 3.** <u>Conditions Precedent to First Disbursement</u>. The first disbursement of the resources of the Contribution shall be subject to the fulfillment by the Beneficiary to the satisfaction of the Bank of the conditions set forth in Article 2 of the General Conditions, as well as the evidence that there is an effective financial reporting system and internal control structure as referred to in Article 12 of the General Conditions.

**Clause 4.** <u>Reimbursement of Expenditures Chargeable to the Contribution</u>. 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 Project on or after July 19, 2024, and up to the effective date of this Agreement, provided that requirements substantially similar to those set forth in this Agreement have been fulfilled.

**Clause 5.** <u>Deadlines.</u> (a) The period for execution of the Project shall be thirty-six (36) months, from the effective date of this Agreement.

(b) The period for disbursement of the resources of the Contribution shall be thirty-six (36) months from said date. 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 only when duly justified, and with the written consent of the Bank.

**Clause 6.** <u>Total Cost of the Project and Additional Resources.</u> (a) The Beneficiary undertakes to make timely provision of the resources required, in addition to the Contribution, for the complete and uninterrupted execution of the Project (hereinafter referred to as the "Additional Resources"). The total amount of Additional Resources required is estimated to be the equivalent of two hundred thousand dollars (US\$200,000), to make up a sum equivalent to one million dollars (US\$1,000,000), which is estimated to be the total cost of the Project. These estimates do not reduce the obligation of the Beneficiary to provide any additional resources required to complete the Project.

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(b) The Additional Resources provided by the Beneficiary may be in kind and shall be used to finance the cost categories which are chargeable to it, as established in the Project's budget set forth in the Annex.

Clause 7. Disbursement Currency. The Bank shall disburse the Contribution in dollars.

**Clause 8.** Exchange Rate for Expenditures Incurred in Local Currency. For purposes of Article 9 of the General Conditions, the parties agree that the applicable exchange rate shall be: that indicated in paragraph (b)(ii) of said Article. Accordingly, the agreed exchange rate shall be the [exchange rate on the effective date] [exchange rate on the first business day of the payment month] [exchange rate on the last business day of the previous month] [average exchange rate of the month] on/in which the Beneficiary or any other person or legal entity in whom the power to incur expenditures has been vested makes the related payments to the contractor, the supplier, or final beneficiary.

**Clause 9.** <u>Procurement of non-consulting services and goods.</u> (a) For purposes of Article 10 of the General Conditions, the Parties agree that the Procuremnt Policies are those dated May 2019, which are contained in document GN-2349-15, approved by the Bank on July 2, 2019. If the Procurement Policies are amended by the Bank, the procurement of works, non-consulting services, and goods shall be carried out in accordance with the provisions of the modified Procurement Policies, once they are made known to the Beneficiary and the Beneficiary agrees in writing to apply them.

(b) For the procurement of goods and non-consulting services, any of the methods described in the Procurement Policies may be used, provided that such method has been identified for the respective procurement in the Procurement Plan approved by the Bank. The application of the procurement rules, procedures and systems of the Beneficiary, an entity of the Beneficiary, as the case may be, will be subject to the provisions of Article 10(b) of the General Conditions.

(c) The threshold for determining the use of international competitive bidding will be made available to the Beneficiary at <u>https://projectprocurement.iadb.org/en</u>. Below that threshold, the selection method shall be determined according to the complexity and characteristics of the procurement, which should be reflected in the Procurement Plan approved by the Bank.

**Clause 10.** <u>Selection and Contracting of Consultant Services.</u> (a) For purposes of the provisions of Article 10 of the General Conditions, the Parties agree that the Consultant Policies are those dated May 2019, which are contained in document GN-2350-15, approved by the Bank on July 2, 2019. If the Consultant Policies are amended by the Bank, the selection and contracting of consulting services will be carried out in accordance with the provisions of the amended Consultant Policies, once they are made known to the Beneficiary and the Beneficiary agrees in writing to apply them.<sup>1</sup>

(b) For the selection and contracting of consulting services, any of the methods described in the Consultant Policies may be used, provided that such method for the respective

<sup>&</sup>lt;sup>1</sup> This second sentence must be included in the Agreement negotiated with the Beneficiary, and can only be eliminated if the Beneficiary requests it during negotiations.

procurement has been identified in the Procurement Plan approved by the Bank. The application of the procurement rules, procedures and systems of the Beneficiary, an entity of the Beneficiary, as the case may be, will be subject to the provisions of Article 10(b) of the General Conditions.

(c) The threshold for determining the short list of international consultants will be made available to the Beneficiary at <u>https://projectprocurement.iadb.org/en</u>. Below that threshold, the short list may be composed entirely of national consultants of the Beneficiary's country.

**Clause 11.** <u>Procurement Plan update</u>. In order to update the Procurement Plan in accordance with the provisions of Article 10(c) of the General Conditions, the Beneficiary must use the implementation and monitoring system of procurement plans as determined by the Bank.

**Clause 12.** <u>Monitoring and Evaluation</u>. The Beneficiary shall present the following reports to the Bank: (i) semi-annual progress reports, within thirty (30) days after the end of each calendar semester, which will include, among others, disbursements and commitments over the reporting period, analysis of progress towards achieving planned outputs, discussion on implementation performance, and summary of counterpart contribution; and (ii) a final report, within ninety (90) days from the date of the last disbursement, which shall include, among others: Project description, results, Project relevance at completion, discussion of key factors influencing Project success, discussion of factors that contribute or undermine Project sustainability and lessons learned.

**Clause 13.** <u>Supervision of the Financial Management of the Project</u>. (a) For purposes of Article 13 of the General Conditions, as of the date of signature of this Agreement, audited financial statements of the Project within one hundred twenty (120) days from the date of the expiration of the disbursement period or any extension thereof have been identified as necessary to supervise the financial management of the Project.</u>

(b) For purposes of Article 13(a) of the General Conditions, the fiscal year of the Project is the period between January 1 and December 31 of each year.

**Clause 14.** <u>Access to Information</u>. (a) 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 this Agreement to contain information that may qualify as an exception to the principle of disclosure of information under the Access to Information Policy of the Bank, in which case the Beneficiary undertakes to identify such information in the relevant provisions of the Agreement. In accordance with the aforementioned policy, the Bank will make available on its "Web" page the text of this Agreement once it has entered into effect and the aforementioned period has expired, excluding only that information which the Beneficiary has identified as an exception to the principle of disclosure of information under this policy.

(b) In accordance with the Access to Information Policy referred to above, and subject to the provisions thereof, the Bank will disclose to the public the Audited Financial Statements ("AFSs") it receives from the Beneficiary in accordance with Paragraph Fourteenth.

(c) In cases where the Beneficiary identifies information contained in the AFSs that it considers confidential under the exceptions provided in the Access to Information Policy, it shall prepare an abridged version of the AFSs, acceptable to the Bank, for public disclosure.

**Clause 15.** <u>Notice.</u> 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 corresponding document is delivered to the addressee at the address indicated below unless otherwise agreed by the parties in writing.

For the Beneficiary:

Mailing address:

Asociación Fe y Alegría Ecuador Asunción OE2-38 y Manuel Larrea, Casilla 17-08-8623, Quito – Ecuador

E-mail address: c.vargas@feyalegria.org.ec

For the Bank:

Mailing address:

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 this Agreement to the Bank. Once signed by the duly authorized representatives of the Parties, this Agreement will enter into force on the date of its signature by the Beneficiary.

Yours faithfully,

Juan Carlos De la Hoz Viñas Representative of the Bank in Ecuador

# ASOCIACIÓN FE Y ALEGRÍA ECUADOR

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Carlos Vicente Vargas Reyes President

Date: 27 08/2024

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# GENERAL CONDITIONS APPLICABLE TO NONREIMBURSABLE TECHNICAL COOPERATIONS

Article 1. <u>Application and scope of General Conditions</u>. (a) These General Conditions set forth terms and conditions generally applicable to all nonreimbursable technical cooperations granted by the Bank, and their provisions form an integral part of this Agreement. Any exception to these General Conditions shall be expressly stated in the text of the Special Conditions.

(b) If any provision of the Special Conditions or of the Annex should present any inconsistency or contradiction with these General Conditions, the provisions of the Special Conditions or the corresponding Annex shall prevail. In case of inconsistencies or contradictions between the Special Conditions and the corresponding Annex, specific provisions shall prevail over general provisions.

Article 2. <u>Conditions prior to first disbursement</u>. (a) The first disbursement of the Contribution shall be subject to the fulfillment of the following requirements by the Beneficiary, directly or through the Executing Agency:

- (i) Designation of the person or persons authorized to represent it in all acts relating to the execution of this Agreement, and submission to the Bank of authenticated specimen signatures of such persons. If two or more officials are designated, the designation shall indicate whether they may act severally or jointly; and
- (ii) Presentation to the Bank of a timetable for the use of the Additional Resources.
- (iii) Presentation to the Bank of evidence, to the satisfaction of the Bank, that there is an effective financial reporting system and internal control structure as referred to in Article 12 of these General Conditions.

(b) If within one hundred eighty (180) days from the date of entry into effect of this Agreement, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in this Article and in the Special Conditions have not been fulfilled, the Bank may terminate this Agreement by giving notice to the Beneficiary or to the Executing Agency, as the case may be.

Article 3. <u>Requisites for all disbursements</u>. As a condition for all disbursements and without prejudice to the conditions precedent to the first disbursement of the resources of the Contribution established in Article 2 of these General Conditions and/or in the Special Conditions, if any, the Beneficiary or the Executing Agency, as the case may be, undertakes to: (a) present to the Bank in writing, whether physically or by electronic means, in such form and conditions as may be specified by the Bank, a disbursement request together with the pertinent documents and other background materials required by the Bank; and (b) open and maintain one or more bank accounts

in a financial institution in which the Bank shall make the disbursements of the Contribution. In addition to the above requirements, none of the circumstances described in Article 7 of these General Conditions shall have occurred. Unless the Bank otherwise agrees, disbursement requests must be presented no later than thirty (30) calendar days prior to the expiration date of the period for disbursement of the resources or of any extension thereof which the Beneficiary or the Executing Agency, as the case may be, and the Bank may have agreed to in writing.

Article 4. <u>Disbursement procedures of the Contribution</u>. (a) At the request of the Beneficiary or the Executing Agency, as the case may be, the Bank may make disbursements of the resources of the Contribution through: (i) reimbursement of expenditures; (ii) advance of funds; (iii) direct payments to third parties; and (iv) reimbursement under a letter of credit guarantee.

(b) **Reimbursement of Expenditures**. The Beneficiary or the Executing Agency, as the case may be, may request disbursements under the reimbursement of expenditures method when the Beneficiary or the Executing Agency, as the case may be, has paid for eligible expenditures with its own resources. Unless the parties agree otherwise, disbursement requests for reimbursing expenditures shall be made promptly to the extent that the Beneficiary or the Executing Agency, as the case may be, has incurred such expenditures, and not later than sixty (60) days following the conclusion of each calendar semester.

(c) Advance of Funds. The Beneficiary or the Executing Agency, as the case may be, may request disbursements under the advance of funds method, chargeable to the resources of the Contribution, in order to cover eligible expenditures of the Project.

- (i) The amount of the advance of funds shall be set by the Bank on the basis of: (aa) the liquidity needs of the Project in order to cover periodic projections of eligible expenditures during a period of up to six (6) months, unless the financial plan provides for a longer period, which in no case may exceed twelve (12) months; and (bb) the risks associated with the capacity demonstrated by the Beneficiary or the Executing Agency, as the case may be, to manage and use the resources of the Contribution.
- (ii) Each advance of funds shall be subject to: (aa) the request for advance of funds being presented in a manner acceptable to the Bank; and (bb) with the exception of the first advance of funds, the Beneficiary or the Executing Agency, as the case may be, having presented a justification for the use of at least eighty percent (80%) of the total cumulative balances pending justification for this purpose, and the Bank having accepted such justification, unless the financial plan specifies a lower percentage, which in no case may be less than fifty percent (50%).
- (iii) The Bank may, during the term of the financial plan, provide for a one-time increase in the amount of the last advance of funds granted to the Beneficiary or the Executing Agency, as the case may be, to the extent that additional resources are needed to pay eligible expenditures that were unforeseen in said plan.

- (iv) The Beneficiary or the Executing Agency, as the case may be, shall present the last advance of funds request no later than thirty (30) days prior to the date of the expiration of the disbursement period established in the Special Conditions or any extension thereof, in the understanding that the justification for such advance of funds shall be presented to the Bank during the closing period as established in Article 5 of the General Conditions. The Bank shall not disburse resources subsequent to the expiration of the disbursement period or any extension thereof.
- (v) The value of each advance of funds to the Beneficiary or the Executing Agency, as the case may be, must be maintained in the equivalent value expressed in the respective disbursement currency. Eligible expenditures incurred with resources of an advance of funds must be justified in the equivalent of the total amount of the advance of funds expressed in the disbursement currency, using the exchange rate established in this Agreement. The Bank may accept adjustments in the justification of the advance of funds due to exchange rate fluctuations, provided that they do not impact the execution of the Project.
- (vi) The Bank may reduce or cancel the total aggregate balance of any advance of funds should the Bank determine that the disbursed resources of the Contribution have not been duly and timely used or justified, to the Bank's satisfaction, in accordance with the provisions established in this Agreement.

(d) **Direct payments to third parties.** (i) The Beneficiary or the Executing Agency, as the case may be, may request disbursements under the method of direct payments to third parties, by means of which the Bank directly pays eligible expenditures to providers or contractors on behalf of the Beneficiary or the Executing Agency, as the case may be.

- (ii) In case of direct payments to third parties, the Beneficiary or the Executing Agency shall be responsible for payment of the amount equivalent to the difference between the amount of the disbursement requested by the Beneficiary or the Executing Agency and the amount received by the third party as the result of exchange rate fluctuations, commissions, and other financial costs.
- (iii) Notwithstanding paragraph (i) above, whenever the Bank so determines, it may, by written notice to the Beneficiary or the Executing Agency, as appropriate, render void the request for direct payment submitted by the Beneficiary or the Executing Agency, as the case may be.

(e) **Reimbursement under a Letter of Credit Guarantee.** The Beneficiary or the Executing Agency, as the case may be, may request disbursements through reimbursement under a letter of credit, in order to reimburse commercial banks for payments made to contractors or providers of goods and services by virtue of a letter of credit issued and/or confirmed by a

commercial bank and guaranteed by the Bank. The letter of credit must be issued and/or confirmed in a manner satisfactory to the Bank. The resources committed under the letter of credit and guaranteed by the Bank shall be used exclusively for the purposes established in the letter of credit for as long as the guarantee remains in effect.

Article 5. <u>Closing Period.</u> (a) The Beneficiary undertakes to carry out, or to cause the Executing Agency to carry out, as the case may be, the following actions within a ninety (90)-day period from the date stipulated for the final disbursement of the Contribution: (i) finalize pending payments to third parties, if any; (ii) reconcile its books and present to the Bank's satisfaction the supporting documentation relating to expenditures charged to the Project and other information that the Bank may request; and (iii) return to the Bank the unjustified balance of disbursed resources of the Contribution.

(b) Notwithstanding the foregoing, if this Agreement provides for external financial audit reports financed with resources of the Contribution, the Beneficiary or the Executing Agency, as the case may be, agrees to reserve, in the manner agreed with the Bank, sufficient resources to cover the payment of the corresponding auditing services. In this case, the Beneficiary or the Executing Agency, as the case may be, also undertakes to agree with the Bank as to how the corresponding payments for such audits will be made. In the event the Bank does not receive the above-mentioned external financial audit reports within the periods stipulated in this Agreement, the Beneficiary or the Executing Agency, as the case may be, agrees to return to the Bank the resources reserved for such purpose, which shall not be construed as a waiver by the Bank to exercise the rights set forth in Article 7 of this Agreement.

Article 6. <u>Expenditures chargeable to the Contribution</u>. The Contribution shall exclusively finance the eligible expenditures included in the categories of expenditures which are set forth as chargeable to the Contribution in the budget contained in the Annex that describes the Project. Only direct and actual expenditures made for the execution of the Project may be charged to the Contribution. Indirect or general operating expenses, which are not included in the Project budget, cannot be charged to the Contribution.

Article 7. <u>Suspension and cancellation of disbursements</u>. (a) The Bank, by means of a notice to the Beneficiary, may suspend disbursements or cancel the undisbursed portion of the Contribution if any of the following circumstances occurs: (i) the failure of the Beneficiary or the Executing Agency, as the case may be, to fulfill any obligation stipulated in this Agreement; or (ii) any circumstance which, in the Bank's opinion, may render unlikely the attainment of the objectives of the Project. Under these circumstances, the Bank shall notify in writing the Beneficiary or the Executing Agency, as the case may be, so that it may present its points of view, and after thirty (30) days from the date of the Bank's notice, it may suspend the disbursement or cancel the undisbursed portion of the Contribution.

(b) Pursuant to paragraph (a) above, the parties agree that upon the occurrence of institutional or organizational changes within the Beneficiary or the Executing Agency, which, in the Bank's opinion, might affect the timely attainment of the Project's objectives, the Bank shall review and evaluate the likely attainment of the objectives and may at its discretion, suspend, condition or cancel the disbursements of the Contribution.

- (c) In addition to the provisions of paragraph (a) above, the Bank may:
  - suspend disbursements if it is determined that an employee, agent or representative of the Beneficiary or the Executing Agency has committed a prohibited practice, as defined in Article 8 of these General Conditions (hereinafter "Prohibited Practices") in connection with the execution of the Project; and
  - (ii) cancel the undisbursed portion of the Contribution if (aa) the Bank determines at any time that a procurement of goods or the contracting of works or non-consulting services was carried out without following the procedures set forth in this Agreement. In this case, the cancellation or early termination will apply to the portion of the Contribution used for such procurement or contracting; or (bb) the Bank determines that any firm, entity, or individual bidding for or participating in a Bank-financed activity, including applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires, financial intermediaries, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted), has engaged in a Prohibited Practice in connection with the Project; and that the Beneficiary, the Executing Agency, or the Procurement Agent, as the case may be, has not taken adequate remedial measures (including providing adequate notice to the Bank upon learning of the Prohibited Practice) within a period of time the Bank considers reasonable.

Article 8. <u>Prohibited Practices.</u> (a) For the purposes of this Agreement, a Prohibited Practice shall be understood as the practice prohibited by the Bank in connection with the activities it finances, as defined by the Board or that are defined in the future and communicated to the Beneficiary, including among others: corrupt practice, fraudulent practice, coercive practice, collusive practice, obstructive practice, and misappropriation.

(b) In addition to the provisions established in Articles 7(c)(i) and 7(c)(ii)(bb) of these General Conditions, if the Bank determines that a firm, entity, or individual bidding for or participating in a Bank-financed activity including, among others, applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods and services, concessionaires, financial intermediaries, the Beneficiary, the Executing Agency, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) has engaged in a Prohibited Practice in connection with the execution of the Project, the Bank may take the following actions, including:

(i) Denying financing of contracts for the procurement of goods or the contracting of works or consulting or non-consulting services.

- (ii) Declaring a contract ineligible for Bank financing whenever there is evidence that the agent of the Beneficiary, the Executing Agency, or the Contracting Agency, as the case may be, has not taken adequate remedial measures (including providing adequate notice to the Bank upon learning of the commission of the Prohibited Practice) within a period of time the Bank considers reasonable.
- (iii) Issuing the firm, entity, or individual determined to be responsible a reprimand in the form of a formal letter of censure for its behavior.;
- (iv) Declaring a firm, entity, or individual determined to be responsible for engaging in the Prohibited Practice ineligible, either permanently or temporarily, to participate in Bank-financed activities, whether directly as a contractor or supplier, or indirectly as a subconsultant, subcontractor, or a supplier of goods, consulting services, or non-consulting services.;
- (v) Referring the matter to appropriate law enforcement authorities.
- (vi) Imposing fines representing reimbursement of the Bank for costs associated with investigations and proceedings.

(c) The provisions of Article 7(c)(i) and Article 8(b)(i) shall also apply in cases in which the Procurement Agent or any firm, entity, or individual bidding for or participating in a Bank-financed activity, including applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) has been temporarily suspended from eligibility to take part in a bidding or other selection process for the awarding of new contracts pending the final outcome of an investigation into a Prohibited Practice.

(d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.

(e) Any firm, entity or individual bidding for or participating in a Bank-financed activity including, applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires, the Beneficiary, the Executing Agency, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) may be sanctioned by the Bank pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions. For purposes of this sub-paragraph (e) the term "sanction" shall mean any permanent or temporary debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an international financial institution's applicable framework for addressing allegations of Prohibited Practices.

(f)When a Beneficiary procures goods or contracts works or non-consulting services directly from a specialized agency under an agreement between the Beneficiary and such specialized agency, all provisions under this Agreement regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, providers of goods and their agents, consultants, personnel, subcontractors, subconsultants, service providers, contractors, concessionaires (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted), or to any other entities that have signed contracts with such specialized agency, to supply goods, works, or non-consulting services in connection with Bank-financed activities. The Beneficiary or the Executing Agency, as the case may be, agrees to adopt, as may be required by the Bank, remedies such as suspension or termination of the corresponding contract. The Beneficiary agrees that the contracts it enters into with specialized agencies shall include provisions requiring them to consult the Bank's list of firms and individuals debarred either temporarily or permanently by the Bank from participating in a procurement or contracting operation financed wholly or partially with resources of the Loan. In the event a specialized agency signs a contract or purchase order with a firm or an individual temporarily or permanently debarred by the Bank as indicated in this Article, the Bank will not finance such contracts or expenditures and will apply such other remedies as it deems appropriate.

Article 9. <u>Exchange Rate.</u> (a) The Beneficiary undertakes to justify, or to cause the Executing Agency to justify, as the case may be, expenditures chargeable to the Contribution or the Additional Resources, expressing such expenditures in the currency of denomination of the respective disbursement.

(b) To determine the equivalence of an eligible expenditure incurred in the local currency of the Beneficiary's country in relation to the currency in which the disbursements are made, for purposes of accounting and justification of expenses, regardless of the source of financing of the eligible expenditure, one of the following exchange rates shall be used, pursuant to the Special Conditions:

- (i) The exchange rate in force on the date on which the disbursement currency is converted into the local currency of the Beneficiary's country; or
- (ii) The exchange rate in force on the date of payment of the expenditure in the local currency of the Beneficiary's country.

(c) In those cases in which the exchange rate established in paragraph (b)(i) of this Article is selected, to determine the equivalent of expenditures incurred in the local currency chargeable to the Additional Resources or the reimbursement of expenditures chargeable to the Contribution, the rate used shall be the exchange rate agreed upon with the Bank in the Special Conditions.

Article 10. <u>Selection and contracting of non-consulting services and procurement of goods</u> <u>and contracting of consulting services.</u> (a) Subject to the provisions of paragraph (b) of this Article, the Beneficiary undertakes to carry out or, where appropriate, cause the Executing Agency or the Procurement Agent, if any, to carry out the procurement of non-consulting services, as well as the procurement of goods, in accordance with the Procurement Policies and the Procurement

Plan approved by the Bank, and the selection and contracting of consulting services, in accordance with the Consultant Policies and the Procurement Plan approved by the Bank. The Beneficiary represents that it is aware of the Procurement Policies and Consultant Policies and undertakes to inform the Executing Agency, and the Procurement Agent, as the case may be, of these policies.

When the Bank has satisfactorily assessed and deemed acceptable the procurement (b)rules, procedures and systems of the Beneficiary, an entity of the Beneficiary or the Executing Agency, as the case may be, the Beneficiary or the Executing Agency, as the case may be, may carry out the procurement and contracting financed wholly or partially with resources of the Contribution using such procurement rules, procedures and systems, in accordance with the terms of the acceptance of the Bank and applicable validated legislation and processes. The terms of such validation shall be notified in writing by the Bank to the Beneficiary and the Executing Agency. Use of the procurement rules, procedures and systems of the Beneficiary, an entity of the Beneficiary or the Executing Agency, as the case may be, may be suspended by the Bank when, in its opinion, changes have occurred in the parameters or practices the Bank used as the basis for its acceptance, until such time as the Bank determines whether such changes are compatible with international best practices. During such suspension, the Procurement Policies and Consultant Policies of the Bank will apply. The Beneficiary, directly or through the Executing Agency, as the case may be, undertakes to notify the Bank of any change in the applicable legislation or processes that have been so accepted. The use of procurement rules, procedures and systems of the Beneficiary, an entity of the Beneficiary or the Executing Agency, as the case may be, does not constitute a waiver of the application of the provisions set forth in Section I of the Procurement Policies and Consultant Policies, including the requirement that the respective procurement and contracting of services be contained in the Procurement Plan and is subject to the remaining provisions of this Agreement. The provisions of Section I of the Procurement Policies and Consultant Policies shall apply to all contracts, regardless of amount or contracting method. The Beneficiary agrees to include, or to cause the Executing Agency, as the case may be, to include in the model bidding documents, contracts, and instruments used in electronic or information systems (in physical or electronic media) measures to ensure the application of the provisions set forth in Section I of the Procurement Policies and Consultant Policies, including the provisions on Prohibited Practices.

(c) The Beneficiary, directly or via the Executing Agency as the case may be, undertakes to update the Procurement Plan at least annually or more frequently, depending on the Project needs. Each updated version of the Procurement Plan shall be submitted for review and approval of the Bank.

(d) The Bank will conduct a review of the selection process, contracting and procurement, as set forth in the Procurement Plan. At any time during the execution of the Project, the Bank may change the method of review of these processes, with prior notice to the Beneficiary or the Executing Agency. The changes approved by the Bank shall be reflected in the Procurement Plan.

(e) For purposes of this Article: (i) "Procurement Agent" means the entity specialized in managing procurement which, upon agreement with the Beneficiary or the Executing Agency, as the case may be, may be employed to carry out, partially or in full, the procurement of goods or

works, consulting services or non-consulting services for the Project; (ii) "Contracting Agency" means the entity with legal capacity to enter into a contract for the procurement of goods, works, consulting services, and non-consulting services with a contactor, supplier, consulting firm, or individual consultant, as the case may be; (iii) "Procurement Plan" means a tool for programming and monitoring the procurement related to the Project, in the terms described in the Procurement Policies and Consultant Policies; (iv) "Procurement Policies" means the Policies for the Procurement of Works and Goods financed by the Inter-American Development Bank in force at the time of the approval of the Project by the Bank; (v) "Consultant Policies" means the Policies for the selection and contracting of consultants financed by the Inter-American Development Bank, which are in force at the time of the approval of the Project by the Bank; and (vi) "Core Procurement Principles" means the principles that guide the procurement activities and the selection processes pursuant to the Procurement Policies and the Consultant Policies, being the following: value for money, economy, efficiency, equality, transparency, and integrity.

(f) With resources of the Contribution and up to the amount allocated for that purpose in the budget set forth in the Annex that describes the Project, the Beneficiary or the Executing Agency, as the case may be, may procure the goods and contract the consulting services and nonconsulting services required for the execution of the Project.

(g) When the goods and services procured for the Project are financed entirely with Additional Resources, the Beneficiary or the Executing Agency, as the case may be, shall, whenever possible, follow procedures that allow for the participation of several bidders or proponents, and shall take into account principles of economy, efficiency and reasonability of price.

(h) When sources of financing other than resources of the Contribution or of the Additional Resources are used, the Beneficiary or the Executing Agency, as the case may be, may agree with the financing entity the procedure to be followed for the procurement of goods and related services and the contracting of consultants. Notwithstanding, at the Bank's request, the Beneficiary or the Executing Agency, as the case may be, shall demonstrate the reasonability of both the price agreed upon or paid for the procurement of such goods and related services or the contracting of consultants. The Beneficiary or the Executing Agency, as the case may be, shall likewise demonstrate that the quality of the goods and related services and of the consultants meets the technical requirements of the Project.

(i) During the execution of the Project, the goods referred to in subsection (f) above shall be used exclusively for the execution of the Project. Following the completion of the execution of the Project, such goods may be used for other purposes.

(j) The goods included in the Project shall be adequately maintained according to generally accepted technical standards, at a level compatible with the services that they should provide.

Article 11. Other contractual obligations of consultants. (a) In addition to the special requirements included in Article 12(d), Article 13(g) and Article 14(e) of these General Conditions, in the Special Conditions, in the Annex or Annexes and in the respective terms of

reference, the Beneficiary or the Executing Agency, as the case may be, agrees that contracts signed with consultants shall also specify the consultants' obligations to:

- Provide any clarifications or additional information that the Beneficiary, Executing Agency or the Bank consider necessary with respect to the consultants' reports required under the terms of reference set forth in their respective contracts;
- (ii) Provide the Beneficiary or the Executing Agency and the Bank with any additional information they may reasonably request concerning the performance of their work;
- (iii) In the case of international consultants, perform their work in an integrated manner with the local professional staff assigned or contracted by the Beneficiary or the Executing Agency to participate in the execution of the Project, with a view to carrying out technical and operational training of such staff by the conclusion of the work; and
- (iv) Assign copyrights, patents and any other form of industrial property right to the Bank in cases where such rights result from the work and documents carried out or produced by the consultants under the consulting contracts financed with resources of the Project.

(b) Notwithstanding paragraph (a)(iv) above, in order to obtain a timely dissemination of the results of the Project, the Bank authorizes the Beneficiary, or the Executing Agency, to make use of the products resulting from the consulting services financed with the resources of the Project, with the understanding that the Beneficiary or the Executing Agency shall utilize such consulting products under the terms set forth in Article 16 of these General Conditions.

Article 12. <u>Financial information and internal control systems</u>. (a) The Beneficiary shall maintain, or cause the Executing Agency to maintain, as the case may be, internal controls so as to reasonably ensure: (i) that Project resources are used for the purposes of this Agreement, devoting special attention to the principles of economy and efficiency; (ii) that Project assets are adequately safeguarded; (iii) that Project transactions, decisions, and activities are duly authorized and executed in accordance with the provisions of this Agreement and any other contract related to the Project; and (iv) that transactions are properly documented and recorded in a way that facilitates the production of timely and reliable reports.

(b) The Beneficiary shall maintain, and shall cause the Executing Agency, if any, to maintain, an acceptable and reliable financial management system for the timely management of Project resources that provides for: (i) financial planning; (ii) accounting, budgetary, and financial record-keeping; (iii) contract administration; (iv) payment processing; and (v) the issuance of financial audit reports and other reports associated with the resources of the Contribution, the Additional Resources, and other financing sources of the Project, if any.

(c) The Beneficiary shall preserve, and shall cause the Executing Agency, as the case may be, to preserve, the original records of the Project for a minimum period of three (3) years after the expiration date of the disbursement period of the resources or any extension thereof. Such documents and records shall be maintained adequately in order to: (i) substantiate Project-related activities, decisions, and transactions, including all expenditures incurred; and (ii) show the correlation of the expenditures incurred chargeable to the Contribution with the respective disbursement made by the Bank.

(d) The Beneficiary shall include, or cause the Executing Agency and the Procurement Agent, if any, to include in all bidding documents, requests for proposals, and contracts financed with the resources of the Contribution that they enter into, respectively, a provision requiring that providers of goods or services, contractors, subcontractors, consultants and their agents, personnel, subconsultants, subcontractors, or concessionaires contracted by them, keep all documents and records related to activities financed with resources of the Contribution for a period of seven (7) years after completion of the work contemplated in the relevant contract.

Article 13. <u>External Financial Audit Reports and other Financial Reports.</u> (a) Unless the Special Conditions establish otherwise, the Beneficiary, directly or through the Executing Agency, as the case may be, shall present the Bank with the external financial audit reports and other reports identified in the Special Conditions within one hundred twenty (120) days following the closing of each fiscal year of the Project, during the disbursement period or any extension thereof, and within one hundred twenty (120) days following the closing the date of the last disbursement.

(b) In addition, the Beneficiary, directly or through the Executing Agency, as the case may be, shall present to the Bank other financial reports in such form and with such content and frequency as the Bank may reasonably request during the Project's execution when, in the opinion of the Bank, the analysis of the level of the Project's fiduciary risk, complexity, or nature so warrant.

(c) Any external audit that may be required under the provisions of this Article and the corresponding provisions of the Special Conditions shall be performed by external auditors who have been previously accepted by the Bank or by a supreme audit institution previously accepted by the Bank, in accordance with auditing principles and standards acceptable to the Bank. The Beneficiary, directly or through the Executing Agency, as the case may be, shall authorize the supreme audit institution or the independent auditors to provide the Bank with such additional information it may reasonably request with respect to the external financial audit reports.

(d) The Beneficiary, directly or through the Executing Agency, as the case may be, shall select and contract the external auditors indicated in paragraph (c) above, in accordance with the procedures and terms of reference agreed upon with the Bank. In addition, the Beneficiary or the Executing Agency, as the case may be, shall provide to the Bank any information it requests relating to the independent auditors under contract.

(e) In the event an external audit required under the provisions of this Article and the corresponding provisions of the Special Conditions is to be performed by a supreme audit institution and such agency is unable to perform the audit in accordance with requirements

satisfactory to the Bank or within the deadlines, for the period, or with the frequency stipulated in this Agreement, the Beneficiary or the Executing Agency, as the case may be, shall select and contract the services of external auditors acceptable to the Bank, as provided under paragraphs (c) and (d) of this Article.

(f) Notwithstanding the provisions above, the Bank may, on an exceptional basis, select and contract the services of external auditors to audit the financial audit reports and other reports as provided in this Agreement when: (i) pursuant to the findings of a Bank-conducted costbenefit analysis, it is determined that the benefits associated with the hiring of such services by the Bank outweigh the costs; (ii) there is limited access to auditing services in the country; or (iii) special circumstances warrant the selecting and hiring of such services by the Bank.

(g) The Bank reserves the right to request the Beneficiary or the Executing Agency, as the case may be, to have external audits other than financial audits or to have services carried out relating to the auditing of projects, of the Executing Agency and related entities, of the financial information system, and of the bank accounts of the Project, among others. The nature, frequency, scope, timing, methodology, type of applicable auditing norms, reports, auditor selection procedures, and terms of reference for the audits shall be agreed upon between the parties.

(h) Bidding documents and contracts that the Beneficiary or the Executing Agency enter into with a supplier of goods or services, contractor, sub-contractor, consultant, subconsultant, personnel or concessionaire shall include a provision allowing the Bank to inspect any accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

Article 14. <u>Inspections.</u> (a) The Bank may establish such inspection procedures as it deems necessary to ensure the satisfactory development of the Project.

(b) The Beneficiary or the Executing Agency, as the case may be, shall permit the Bank to inspect at any time the Project and the equipment and materials involved therein, and to examine such records and documents as the Bank may deem pertinent. The personnel whom the Bank sends or designates as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Beneficiary or the Executing Agency, as the case may be, shall, upon request of an authorized representative of the Bank, provide to the Bank any documents, including procurement-related documents that the Bank may reasonably request. In addition, the Beneficiary and the Executing Agency shall make their personnel available, when requested and upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents. The Beneficiary or the Executing Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld.

(d) If the Beneficiary or the Executing Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank in its

sole discretion may take such measures as it considers appropriate against the Beneficiary or Executing Agency, as the case may be.

(e) The Beneficiary agrees that bidding documents, requests for proposals and contracts financed with resources of the Contribution that the Beneficiary or the Executing Agency enter into shall include a provision that requires applicants, bidders, providers of goods or services and their representatives, contractors, sub-contractors, consultants and their representatives, subconsultants, service providers and concessionaires to: (i) permit the Bank to inspect any and all accounts, records, and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank; (ii) assist the Bank with its investigation; and (iii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available their employees or agents with knowledge of the Bankfinanced activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, subcontractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, subconsultant, service provider or concessionaire.

Article 15. <u>Other Commitments.</u> The Beneficiary, either directly or through the Executing Agency shall also:

- (a) Provide the consultants and local experts with administrative support, offices, office supplies, communication services, transport and any other logistical support required for the execution of their work;
- (b) Present to the Bank a copy of the consultants' reports and their comments thereon;
- (c) Provide the Bank with any other additional information or legal reports as it may reasonably request concerning the execution of the Project and the use of the Contribution and the Additional Resources; and
- (d) Keep the Bank's Representative in the respective country or countries informed of all aspects of the Project.

Article 16. <u>Publication of Documents</u>. Any document issued under the Bank's name or logotype, which is intended for publication as part of a special project, joint program, research initiative or any other activity financed with the resources of the Project, shall be previously approved by the Bank.

Article 17. <u>Supervision in the Field</u>. Without prejudice to the supervision of the Project activities performed by the Beneficiary or the Executing Agency, as the case may be, the Bank may supervise the Project in the field.

Article 18. <u>Limitation of the Bank's Obligation</u>. It is understood that the granting of the Contribution by the Bank does not constitute any obligation whatsoever on its behalf to totally or partially finance any project or program that may directly or indirectly result from the execution of the Project.

**Article 19.** <u>Arbitration</u>. For the solution of any controversy which may arise hereunder and which is not resolved by agreement of the parties, said parties shall unconditionally and irrevocably submit to the following arbitration procedure and award:

- (a) **Composition of the Tribunal.** The Arbitration Tribunal shall be composed of three (3) members, to be appointed in the following manner: one by the Bank, another by the Beneficiary, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who shall be the Referee, or if one of the parties fails to appoint the arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, he or she shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his or her successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his or her predecessor.
- (b) **Initiation of the Procedure.** In order to submit the controversy to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation sought, and the name of the arbitrator it has appointed. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it has appointed as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

In cases of agreements with Argentina, the parties agree that in paragraphs (a) and (b), above, where it reads: "Secretary General of the Organization of American States", it shall read instead: "President of the International Court of Justice."

(c) **Convening of the Tribunal.** The Arbitration Tribunal shall be convened in Washington, District of Columbia, on the date designated by the Referee and, once convened, the Tribunal itself shall decide when it shall meet.

In cases of agreements with Argentina, the parties agree that this paragraph (c) shall read instead: "The Arbitration Tribunal shall be convened at the place and date it designates and, once convened, it shall meet on the date decided by the Tribunal."

#### (d) **Procedure.**

- (i) The Tribunal shall be competent only to hear the matter in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.
- (ii) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Agreement, and shall issue an award even if either party should fail to appear or to present its case.
- (iii) The award shall be in writing and shall be adopted with the concurrent vote of at least two of the members of the Tribunal. It shall be handed down within sixty (60) days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The parties shall be notified of the award by means of a communication signed by at least two members of the Tribunal. The parties agree that any award of the Tribunal shall be complied with within thirty (30) days from the date of notification and it shall be final and not be subject to any appeal.
- (e) **Costs.** The fees of each arbitrator shall be paid by the party which appointed him or her and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of any other person who by mutual agreement, they deem should participate in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself may determine the compensation that is reasonable for such person under the circumstances. Each party shall defray its own expenses in the arbitration proceedings but the expenses of the Tribunal shall be divided and borne equally by both parties. Any doubt regarding the division of expenses or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.
- (f) **Notification.** All notifications regarding the arbitration proceeding or the award shall be made in the manner provided in this Article. The parties expressly waive any other form of notification.

In cases of Agreements with Ecuador, the parties agree that, for the purposes of notification, this paragraph (f) shall read: "All notifications regarding the arbitration proceeding or the award shall be made in the manner provided in the Agreement. The parties expressly waive any other form of notification. Notwithstanding the foregoing, any party delivering a notification hereunder must also notify the Attorney General (Procurador General del Estado) of Ecuador."

#### ANNEX

#### THE PROJECT

# Applying Innovation to Secure Higher Education and Employment for Young People with Disabilities

#### I. Objective

**1.01** Promote higher education access and labor market insertion of young People With Disabilities ("PWD") in the technical and technological sectors with the support of Fe y Alegria Ecuador ("FyA") providing them with a higher quality of life, personal growth, and independence.

#### II. Description

2.01 The Project will have a comprehensive approach, addressing problems that limit the access to education and employment of PWD by: (i) increasing technical higher education options for PWD in the communities of Santo Domingo and Guayaquil; (ii) adapting educational programs to any disability (physical or intellectual) and securing the proper methodology to guarantee school completion; (iii) facilitating technology and technological abilities that allow PWD to conclude their higher education studies and access future formal employment; (iv) provide accompaniment in the process of career selection once higher studies are completed; (v) facilitate job placement through alliances created with local business, entrepreneurs and institutions where three possible paths for job inclusion are proposed: independently, accompanied or as sheltered work; and (vi) follow-up with graduates to provide necessary aid or support.

#### Component 1. Technology and innovation for higher education for PWD

2.02 This component will focus on the identification of pedagogical and technological needs of the higher education institutions in the provinces of Pichincha, Guayas, Manabí, and Santo Domingo to make them accessible for PWD, since these are the educational centers that currently carry out a specialized education program for PWD. Resources will finance: (i) assessment and analysis of institutional capacities and existing inclusive higher education opportunities for PWD; (ii) definition of technical equipment, software, physical access, and teaching personnel needs. This mapping will take into consideration broader institutional capacities and distinct career paths offered by different higher education institutions; for example, considering Ecuador's Council for the Quality Assurance of Higher Education ("CACES", as abbreviated in Spanish) assessments as potential starting points; (iii) development or acquisition of adapted hardware and software; and (iv) equipment and adjustments to infrastructure for technical and technological training.

# Component 2. Enabling factors for the higher education offer in Ecuador

2.03 This component will cover the definition of the soft assets that support technology's purpose and ensure its operation. All assets will be implemented in a pilot program executed in the FyA's educational centers in Guayaquil and Santo Domingo, given the high number of enrolled PWD in those two centers. The expected results of the pilot are: (i) trained teachers; and (ii) replicable study plans that include the use of adapted technology that leads to ensuring a job for PWD. Resources will finance: (i) development of study plans and curricula that consider the beneficiaries' particular needs disaggregated by types of studies and career tracks; (ii) training in general job skills and in digital skills for emerging technology; and (iii) pedagogical accompaniment training for teachers to support PWD in the definition of their careers.

#### **Component 3. Facilitating labor market insertion**

2.04 This component will provide adapted job placement solutions for graduates with disabilities by easing their insertion into the job market through partnerships with other educational institutions and businesses. These activities will support students who are already in higher education and will continue to support FyA graduates as the Project develops. Resources will finance: (i) specialized accompaniment and mentoring for career definition and job applications; (ii) creation and management of alliances with businesses and the private sector in the technological fields; (iii) management of mentoring, volunteering, training activities and internships with partner companies; (iv) follow-up with graduates; and (v) creation of digital bootcamps to update graduates on emerging technologies and new learning opportunities.

# **Component 4. Impact evaluation and dissemination**

**2.05** This component will finance the evaluation of the effectiveness of Project activities and a study to potentially design and promote a national strategy for the educational continuity of youth with disabilities and their transition into adult working life.

# **Component 5. Administration, Monitoring and Audits**

2.06 This component will finance Project implementation costs, including utilities, internet, mobile, telephone, office supplies, office equipment, project management consultancy and external audit of the Project.

# III. <u>Total Cost of the Project</u>

**3.01** The total cost of the Project will be US\$1,000,000, of which US\$800,000 will be financed by the Japan Special Fund Poverty Reduction Program, and US\$200,000 (in kind) will be financed with a local counterpart contribution from FyA, which consists of a team of five specialized educators participating in the processes of validation and implementation of the curriculum methodology adapted for students with disabilities.

# **3.02** The distribution of Project resources is shown in the indicative budget below:

# <u>Budget</u> (in US\$)

Component	Bank	Counterpart Funding	TOTAL
Component 1. Technology and innovation for higher education for PWD	193,000	150,000	343,000
Consulting for the assessment of current institutional capacities and inclusive education offer	21,500	17,000	38,500
Consulting for the definition of technological, teaching and inclusion needs.	21,500	17,000	38,5 <mark>00</mark>
Educational equipment for PWD to access higher education.	80,000	<mark>65,</mark> 000	145,000
Adapted software that responds to the learning needs of PWD and the technological skill demanded in the job market.	20,000	15, <mark>0</mark> 00	35,000
Classrooms and workshops infrastructure adapted for higher education	50,000	36,000	86,000
Component 2. Enabling factors for the higher education offer in Ecuador	212,000	50,000	262,000
Consulting for the design, validation and implementation of an adapted higher education study plan and curricula offer for PWD	100,000	20,000	120,000
Consulting for the design, validation and implementation of workshops for training in general job skills.	71,000	17,000	88,000
Teachers' training in the pedagogical accompaniment of PWD in their career definition and selection.	41,000	13,000	<mark>54,0</mark> 00
Component 3. Facilitating labor market insertion	178,000		178,000
Consulting for the design, validation and implementation of digital bootcamps	20,000		
Consulting for follow up action plan.	20,000		
Career Prosper Consultancy: Empowering PWD in Job Readiness	46,000		
Liaison Partnership Advocate Consultancy: Strengthening Opportunities for Employing PWD	46,000		
Scholar Fund Consultancy: Managing of volunteering, training activities and internships with partner companies	46,000		
Component 4. Impact evaluation and dissemination	102,400	-	102,400
Evaluation study	42,200		
Proposal for national strategy	60,200		
Component 5. Administration, monitoring and audits	114,600	-	114,600
Financial Audit	44,600		
Project Management and Coordination Consultant	65,400		
Operating expenses	4,600		
TOTAL	800,000	200,000	1,000,000

#### IV. Execution

**4.01** The Beneficiary will execute that Project and its execution will be coordinated by a Project manager, who will: (i) plan, coordinate, and supervise the execution of the activities established in the Project components; (ii) prepare the annual work plans; (iii) prepare the terms of reference to identify, select, hire and evaluate the performance of external consultants; (iv) prepare the semiannual progress reports; and (v) coordinate the contracting of the external audit of the Project.