

OFFICIAL DOCUMENTS

D1150-3E

Representation Letter

INTER-UNIVERSITY COUNCIL FOR EAST-AFRICA

July 11, 2016

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

***Re: IDA Grant No. D1150-3E
(Eastern and Southern Africa Higher Education Centers of
Excellence Project – ACE II)
Representations***

Dear Sirs and Mesdames:

In connection with the Financing Agreement (“Financing Agreement”) of even date herewith between the International Development Association (“Association”) and Eastern and Southern Africa Higher Education Centers of Excellence Project (“Recipient” or “IUCEA”) for the above-captioned Grant, the Recipient hereby undertakes and warrants to the Association that:

1. The financial statements of the Recipient dated September 25, 2015, copies of which have been furnished to the Association, correctly set forth the financial and operating condition of the Recipient as of that date, and since that date there have been no material adverse changes in the financial and operating conditions of the Recipient.
2. The Recipient is not engaged in litigation as plaintiff or defendant, the outcome of which might materially and adversely affect its financial condition.
3. The Recipient has no outstanding agreements or liabilities, contingent or otherwise (including taxes), that might materially and adversely affect its financial condition.
4. No debt of the Recipient is secured by any mortgage, pledge, charge, priority, or other lien, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority, or other lien.
5. There are no existing defaults in the payment of principal of, or interest or other charges on, any of the debts of the Recipient.
6. The Recipient is not in violation of, and execution and delivery of the Financing Agreement and the compliance with all its terms do not and will not result in any violation of, any provisions of any existing agreement, franchise, concession, license, or permit, or of any statute, law, decree-law, executive decree, regulation, or any other legal rule of a similar nature presently in effect and applicable to the Recipient.

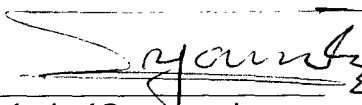
7. The Recipient is a duly existing autonomous legal entity, with full authority to carry out its present business, to carry out the Project, and to execute and deliver the Financing Agreement, and has furnished to the Association true copies of the Recipient's Documents (as defined in the Financing Agreement) presently in force and effect and governing or applicable to the operations of the Recipient.

It is our understanding that, in making the Grant and entering into the Financing Agreement with the Recipient, the Association may rely on the representations contained herein.

Very truly yours,

INTER-UNIVERSITY COUNCIL FOR EAST-AFRICA

By:


Authorized Representative