

ADMINISTRATION AGREEMENT

between

THE INTER-AMERICAN DEVELOPMENT BANK

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

regarding

**Project Specific Grant to the Inter-American Development Bank for
Project RG-X1164 titled, “Americas Business Advisory Council”**

THIS ADMINISTRATION AGREEMENT is entered into between the Inter-American Development Bank (the “Bank”) and the Government of the United States of America (the “U.S. Government”) (together referred to as the “Parties”, and individually either of them, a “Party”).

WHEREAS, the Bank has designed Project RG-X1164 titled, “Americas Business Advisory Council” (the “Project”), as described in the attached Project Document (the “Project Document”);

WHEREAS, the U.S. Government has agreed to support the execution of the Project by providing a project specific grant to be administered by the Bank; and

WHEREAS, the Bank is prepared to receive and administer the contribution funds to be made available by the U.S. Government.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The U.S. Government will make available to the Bank a grant contribution in the amount of U.S.\$300,000.00 (three hundred thousand dollars of the United States of America) (the “Contribution”) to be administered by the Bank to co-finance the Project.
2. (a) The Contribution will be solely for the purposes indicated in the Project Document; provided that such activities do not fall within the scope of, and/or include, the following, pursuant to the U.S. Government’s restrictions on the use of the Contribution resources:
 - (i) the activities to be financed under the Project are conducted in, and/or derive a benefit for, the central government of the Republic of Nicaragua;
 - (ii) the total aggregate amount of the Contribution used for financing activities in, and/or for the benefit of, the Republic of Colombia exceeds U.S.\$50,000.00 (fifty thousand dollars of the United States of America) inclusive of administrative costs; and
 - (iii) any military or law enforcement assistance.
- (b) For the avoidance of doubt, any complementary financing that may be provided by the Bank in connection with the Project activities will not be subject to the foregoing restrictions of the U.S. Government.
- (c) Any material deviations from the objectives and activities of the Project described in the Project Document will require the U.S. Government’s written approval.
3. Following the signature of this Administration Agreement by the Parties, the U.S. Government will transfer the Contribution to the Bank in one single installment, upon the Bank’s written request, into an account indicated by the Bank in writing (the

"Account"). The Account is denominated in U.S. dollars and includes resources provided as grant funds by other U.S. Government agencies for other Bank projects.

4. The Bank will administer the Contribution in accordance with the provisions of this Administration Agreement and the Bank's applicable policies and procedures. The Bank will exercise the same care in the discharge of its functions, as described in this Administration Agreement, as it exercises with respect to the administration and management of resources from other donors and will have no further liability to the U.S. Government in respect thereof.
5. (a) The Contribution will be accounted for separately from the Bank's assets, and will be administered together with other contributions received by the Bank from U.S. Government sources. The Bank may freely exchange the Contribution funds into other currencies as may facilitate their administration and disbursement. The Bank will not be responsible for foreign exchange risk in the receipt, conversion or administration of Contribution funds.

(b) Pending disbursement in connection with the Project, the Bank may at its discretion invest and reinvest the resources of the Contribution following the Bank's investment policies, procedures and practices. Income earned from such investment and reinvestment will be: (i) credited to the Account, (ii) accounted for separately from other U.S. Government contributions for other Bank projects, and (iii) returned to the U.S. Government, upon the written request from the U.S. Government.
6. To assist in the defrayment of the administrative costs in relation to the Contribution, the Bank will charge and retain a fee equal to five percent (5%) of the total amount of the Contribution at the time the Contribution is deposited by the U.S. Government into the Account.
7. The Bank's procurement policies and procedures will be applicable to the procurement of goods and services, as well as the contracting of consulting services, carried out with the Contribution, as required by the different components of the Project. Further, the U.S. Government accepts that:
 - (a) the resources of the Contribution will be completely untied; and
 - (b) the consultancy services financed with the Contribution may be provided and executed by companies, specialized institutions or individuals from any Bank member country.
8. The U.S. Government will not be responsible for the activities of any person or third-party engaged by the Bank as a result of this Administration Agreement, nor will the U.S. Government be liable for any costs incurred by the Bank in terminating the engagement of any such person.

9. Promptly following the completion of the Project, the Bank will submit to the U.S. Government a final Project report. The U.S. Government may also request a copy of the non-audited financial statements of the Project. In addition, the U.S. Government may request an “agreed upon procedures” report issued by the Bank’s external auditor on the use of the Contribution resources. The cost of such auditor’s report will be borne by the U.S. Government and will not be deducted from the Contribution. The U.S. Government will reimburse the Bank for the cost of this report promptly after receiving a written request from the Bank. The Bank will not provide audited financial statements for the Account.
10. As soon as possible upon completion of the Project, the Bank will return to the U.S. Government any remaining uncommitted Contribution funds.
11. The U.S. Government further acknowledges that the Bank’s commitment to use the Contribution as contemplated herein will be subject to the Bank’s formalization of all internal approvals necessary for the Project and/or the Project Document.
12. The offices responsible for coordination of all matters and receiving any notice or request in writing in connection with this Administration Agreement or the Project are as follows:

(a) For the Bank:

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

Inter-American Development Bank
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Attention: Manager, Office of Outreach and Partnerships (ORP)
Tel.: +1 (202) 623-1583
Fax: +1 (202) 623-2543
E-mail: partnerships@iadb.org

- ii. Day-to-day communications regarding the implementation of this Administration Arrangement will be directed to:

Inter-American Development Bank
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Attention: Chief, Grants and Co-financing Management Unit
Office of Outreach and Partnerships (ORP/GCM)
Tel.: +1 (202) 623-2018
Fax: +1 (202) 623-3171
E-mail: orp-gcm@iadb.org

(b) For the U.S. Government:

United States Department of the Treasury
International Affairs, Office of the Western Hemisphere
Washington, D.C. 20220
UNITED STATES OF AMERICA
Attention: Michael Pedroni
Director of the Western Hemisphere Office
Tel.: +1 (202) 622-2515
Fax: +1 (202) 622-1273
E-mail: Michael.Pedroni@Treasury.gov


With a copy to:

Office of the U.S. Executive Director
Inter-American Development Bank
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA

13. A Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Administration Agreement. In order to facilitate communications between the Bank and the U.S. Government, the Office of the U.S. Executive Director to the Bank shall be kept informed by the Bank, concurrently with the United States Department of the Treasury (the "U.S. Treasury"), and the United States Department of State (the "U.S. State Department"), of any issues or concerns relating to the Project or the Administration Agreement.
14. This Administration Agreement will come into force on the date of its signature by each of the Parties.
15. The Parties may amend any provision of this Administration Agreement in writing.
16. Subject to their respective policies and procedures with respect to the disclosure of information, the Parties may make this Administration Agreement publicly available.
17. Nothing in this Administration Agreement may be construed as creating an agency relationship between the Parties.
18. The Parties will seek to settle amicably any disputes that may arise from or relate to this Administration Agreement.

IN WITNESS WHEREOF, the Government of the United States of America and the Inter-American Development Bank, each acting through its duly authorized representative, have signed this Administration Agreement in two (2) original counterparts in the English language as of the dates indicated below.

**INTER-AMERICAN
DEVELOPMENT BANK**



Bernardo Guillamon
Manager
Office of Outreach and Partnerships

Date: SEP 24, 2012

**GOVERNMENT OF THE
UNITED STATES OF AMERICA**



Marisa Lago
Assistant Secretary for International
Markets and Development

Date: September 26, 2012

DOCUMENT OF THE INTER-AMERICAN DEVELOPMENT BANK

NOT FOR PUBLIC USE

AMERICAS BUSINESS ADVISORY COUNCIL

TECHNICAL COOPERATION DOCUMENT

This document was prepared by the project team consisting of: Fabrizio Operti (INT/TIU), team leader; Ady Beitler (INT/ TIU); Isabel Mejía (INT/TIU); Matías Bendersky (ORP/ORP); Guillermo Eschoyez (LEG/SGO) y Yasmín Estevez (INT/TIU).

CONTENTS

I. Basic Information.....	3
II. Description of the grants.....	4
III. Objectives and Justification.....	5
IV. Program Description and Budget.....	6
V. Executing Agency and Executing Structure.....	11
VI. Monitoring and Evaluation.....	12
VII. Major Issues.....	12
VIII. Exceptions to Banks Policy.....	12
IX. Environmental and Social Strategy.....	12
X. Annexes	13

ABBREVIATIONS

AMBAC	Americas Business Advisory Council
INT	Trade and Integration Sector
TIU	Trade and Investment Unit
IDB	Inter-American Development Bank
PSG	Project Specific Grant

I. Basic Information

Country/Region:	Regional (all Bank borrowing member countries)
Title of the Project	Americas Business Advisory Council
Project Number:	TBD
Team Leader/Members:	Fabrizio Opertti (INT/TIU), Team Leader; Ady Beitler (INT/ TIU); Isabel Mejia (INT/TIU); Matías Bendersky (ORP/ORP); Guillermo Eschoyez (LEG/SGO) y Yasmín Estevez (INT/TIU).
Donors providing funding:	US Government (Project Specific Grant)
Beneficiary:	Private sector stakeholders and business associations in Bank borrowing member countries
Executing Agency:	IDB, through its Trade and Investment Unit (TIU) of the Integration and Trade Sector (INT)
Execution period:	36 months
Project Amount:	US\$ 300,000
Disbursement:	40 months
Required start date:	September 30, 2012
Types of consultants:	Consulting Firms and Individual Consultants
Prepared by Unit:	INT/TIU
Disbursement Responsibility:	INT/TIU
GCI-9 Sector Priority:	Competitive regional and global international integration

II. Description of the Grant

- 2.1 In April 2012 the Inter-American Development Bank assisted the Government of Colombia and the Colombian private sector with the organization of the first edition of the CEO Summit of Americas, a business forum held in parallel to the Summit of the Americas, which offered a unique venue for the hemisphere's most important business leaders to gather and discuss the many existing and future opportunities for trade and investment in Latin America.
- 2.2 The CEO Summit of the Americas was a great success. More than 700 top businessmen and 13 Heads of State participated in the two-day event, and more than 170 business meetings took place at the Hilton Hotel in Cartagena.
- 2.3 In order to support the continuity to the efforts initiated at the CEO Summit and the establishment of a permanent high-level space for public-private dialogue in the region, the U.S. Government expressed its intention to contribute five hundred thousand US dollars (US\$500,000) by means of a Project Specific Grant (PSG) to be administered by the Bank with the purpose of financing the proposed operation.
- 2.4 This contribution will be received and administered by the Bank as a Project Specific Grant (PSG), according to the provisions set out in the "Report on COFABS, Ad-Hocs and CLFGS and a Proposal to Unify Them as Project Specific Grants (PSGS)" (Document SC-114). As contemplated in this document, the Bank is expected to charge a fee of 5% in order to defray the cost of administration of contributions according to its policies and guidelines. The US Government's commitment and the administration of the resources of the contribution will be established through an "Administration Agreement" to be signed between the US Government and the Bank.
- 2.5 The US Government plans to contribute at least five hundred thousand US dollars (US\$500,000) in two tranches. The first tranche will be up to the amount of three hundred thousand (US\$300,000), to be contributed by September 30, 2012. The US Government has identified an additional two hundred thousand (US\$200,000) that may be contributed in FY 2013, pending Congressional approval. Even though the Bank regularly does not accept contributions in more than one single installments, given the availability of funds by the US Government, it is proposed that for this PSG the Bank accepts the contribution to be made in two tranches.¹
- 2.6 The commitment of the US Government to provide funding for will end if the Bank board does not approve this project by December 31, 2012.

¹The Bank may contribute an additional amount of three hundred thousand dollars of the United States of America (US\$300,000) to fund the design and implementation of complementary activities such as special projects and working groups which may include dissemination events, or the establishment of SMEs and CSR programs, among others.

- 2.7 Additional resources from other IDB member countries and the private sector will be sought by the project's Executing Agency. Such resources will come through as parallel financing to the project Executing Agency and accounted as counter-part financing.
- 2.8 IDB resources from the Integration and Trade Sector supported early inputs and general recommendations to the project's design and implementation.

III.Objectives and Justification

- 3.1 The goal of the project is to provide technical support and facilitate the creation of a premier permanent forum gathering the hemisphere's most important business associations and leaders, to discuss and furnish initiatives regarding the development challenges and opportunities of the Americas, and to offer an open channel of communication and collaboration with the governments of the region.
- 3.2 After the successful experience of the CEO Summit of the Americas, the need for a permanent space of high-level public-private dialogue specifically oriented to address the development agenda of the Summit of the Americas became apparent. In turn, the CEO Summit also showed the critical importance of having a well-organized business regional community capable of building consensus and bringing innovative views from the private sector.
- 3.3 Thus, this project will support – with technical studies, logistics and facilitation efforts – the creation, by the region's business leaders, of the Americas Business Advisory Council (AMBAC), an organization that will aim to gather the highest-level business associations and leaders of the region, to discuss, generate consensus, and shape initiatives from the private sector on the key challenges and opportunities for the Americas.
- 3.4 The specific objective of AMBAC will be to provide support to the organization and contents production of the next CEO Summit of the Americas. For that purpose, once established, AMBAC will seek active participation in the consultation process open to civil society and private sector actors in preparation for the Summit of the Americas. Based on AMBAC's inputs, content developments, and policy papers, the CEO Summit will issue a report with conclusions and policy recommendations which will be submitted to the Summit of the Americas Secretariat before the governmental summit takes place.
- 3.5 The project is aligned with the Bank's strategy on competitive regional and global international integration, one of the sector priorities established by the Ninth General Capital Increase (GCI-9), as it promotes the institutional consolidation of a regional public good intended to contribute to the creation of an enabling business environment aimed at facilitating the expansion of exports and foreign investment, as well as the economic integration of the hemisphere through both hard and soft infrastructure.

- 3.6 The program will be financed by a contribution through a PSG from the US Government of US\$ 300,000, with an additional US\$200,000 possibly to be committed in U.S. fiscal year 2013, and the IDB will seek proactively to mobilize in the future an additional amount of three hundred thousand dollars of the United States of America (US\$300,000) to fund the organization of special projects and working groups. Furthermore, it is expected that the initiative be partially and progressively funded by the private sector, and become fully private by 2018.

IV. Project Description and Budget

- 4.1 The project is structured in three components. Component I focuses on supporting the design of AMBAC's institutional arrangements. To ensure that AMBAC will count with the support and commitment of both the private and public sectors, Component II will disseminate the initiative among key public and private sector leaders, and other stakeholders in the region. Component III will support the implementation of the institutional structure of AMBAC and the development of its mechanism of communication, consensus-building, and initiative formulation leading to the 2015 CEO Summit of the Americas.
- 4.2 In case additional funding is secured during the execution of the project by the US Government (US\$200,000), the Bank (US\$300,000) (paragraph 2.5), and/ or by AMBAC members, the reach and depth of the project will be enhanced. The additional funding will be reflected in a new budget and a results matrix showing the expansion of activities (see Annex V). In any event, the project is designed in a way that its minimum effectiveness and the achievement of its basic goals can be accomplished by the current budget.
- 4.3 The expected results of the project are the following: (i) support for the constitution of AMBAC; (ii) design of AMBAC's institutional governance structure and operational rules; (iii) creation of AMBAC Working Groups and elaboration of annual reports on selected topics; (iv) preparation of the AMBAC Report for the 2015 CEO Summit of the Americas.

Component I: Institutional Design of AMBAC

4.4 The objective of this component is to design the governance structure and operational mechanisms of AMBAC. While the Bank will provide technical expertise and support for AMBAC's institutional design, the final determination of the governance structure and composition of its bodies will be determined by the initial founding private sector members.

4.5 To achieve this objective, Component I will operate along the following three lines of action:

- Identification of international best practices concerning governance structures, operational instruments, and funding modalities of non-profit international business organizations activities.
- Design of AMBAC's preliminary institutional arrangements on governance, operating model and funding.
- Identification of anchor partners and development of strategic alliances.

4.6 The definition of AMBAC's institutional design will include, among others, the following bodies, rules, and mechanisms:

- Legal nature and capacities of the organization
- Rules of incorporation and applicable law
- Governing Board
- Advisory Council
- Executive Secretariat
- Working Groups for content development
- Potential side-programs (Corporate Social Responsibility, SMEs)
- Membership and composition of governing bodies
- Participation and decision-making rules
- Mechanisms for consensus-building and internal communication
- Instruments for outreach and collaboration with the public sector
- Human Resources needs for the operation of the organization
- Funding mechanism in order to facilitate the organization's self-sustainability in the medium term

4.7 The expected results of this component are the following:

- Identification and assessment of best practices on institutional design of international business organizations such as the APEC Business Advisory Council, and the Council of the Americas;
- Design of AMBAC's proposed institutional structure (charter and by-laws) to be approved by its founding private sector members; and
- Identification of potential anchor partners and strategic alliances.

Component II: AMBAC's Dissemination and Commitment by Partner Governments

4.8 The objective of this component is to support the promotion of AMBAC so as to obtain the support, commitment, and active involvement of the most important business leaders of the region in the AMBAC initiative as well as the support of governments and key public and private stakeholders.

4.9 Two specific activities will be implemented under this component:

- Rounds of consultation and validation among the most important business leaders, national business associations, and key private sector stakeholders of the region concerning the role, functions, and organizational structure of AMBAC.
- Outreach missions intended to obtain the commitment of anchor and other strategic partners in order to guarantee the financial self-sustainability of AMBAC.
- Dissemination activities among key government officials and decision-makers on the importance, role and functions of AMBAC.

4.10 The expected results of this component are:

- Validation among business leaders of AMBAC's role and structure.
- Commitment to support and participate in AMBAC from a critical minimum number of high-level business entrepreneurs of the region.
- Increased awareness and support by governments and key decision-makers from the public sector.
- Increased awareness about the role of AMBAC among civil society organizations and general population.

Component III: Support for the Implementation of AMBAC

4.11 The objective of this component is to support and facilitate the initiation of AMBAC's activities. For this purpose, Component III will pursue the following activities:

- Support the private sector founding members in the incorporation of AMBAC
- Support the public launching of AMBAC
- Dissemination of AMBAC's launch among the Bank country members
- Support the organization of meetings and production of reports by Working Groups
- Support the preparation of AMBAC's Report for the 2015 CEO Summit of the Americas
- Assistance with the design of fund-raising strategies with the private sector to ensure self-sustainability of AMBAC by the end of the subsequent three-year period.

4.12 The expected results of this component are:

- Incorporation, launch, and dissemination of AMBAC
- Initiation of AMBAC's operations
- Consensus reached among AMBAC members regarding the agenda of the 2015 CEO Summit of the Americas
- Based on the results of the CEO Summit, submission of AMBAC policy recommendations to the Summit of the Americas Secretariat
- Secured partial funding by the private sector for the operation of AMBAC.

Table 1: Results Matrix

Outcome Indicators	Baseline	Year 1	Year 2	Year 3	Target	Means of Verification
Component I: Institutional Design						
International best practices on institutional design of international business organizations	0	1	-	-	1	Progress and Final Reports
Design of the institutional structure of AMBAC	0	1	-	-	1	Progress and Final Reports
Full blown mapping of anchor partners and identification of other strategic partners	0	1	-	-	1	Progress and Final Reports
Component II: AMBAC's Dissemination and Commitment by Partner Governments						
Outreach missions intended to pitch anchor and other strategic partners	0	2	2	2	6	Meetings reports and private sector commitments.
Image and communication strategy	1	0	0	0	1	Progress and Final Report
Component III: Support for the Implementation of AMBAC						
Incorporation of AMBAC	0	1	-	-	1	Incorporation Act
Launch of AMBAC	0	1	-	-	1	Event Report
Organization of Working Group Meetings	0	-	2	2	4	Reports
Elaboration of Working Groups' Annual Reports	0	-	1	1	2	Final Reports
Definition of agenda for the 2015 CEO Summit of the Americas	0	-	-	1	1	Progress and Final Reports
Production of the AMBAC Report for the 2015 CEO Summit of the Americas	0	-	-	1	1	Progress and Final Reports

4.13 The total estimated cost of the program for the first three years is US\$300,000.

Table 2: Budget
(in US Dollars)

Category	Bank (PSG)			Total
	Year 1	Year 2	Year 3	
Administration				180,000
Personnel	60,000	60,000	60,000	
Institutional Design of AMBAC				10,000
Institutional Design and outreach strategy	10,000	0	0	10,000
Dissemination and Commitments				30,000
Outreach missions, dissemination and consultations	10,000	10,000	10,000	30,000
Support for Implementation				40,000
Working Groups and Sector reports	15,000	15,000	10,000	40,000
Others				40,000
Monitoring and Evaluation	0	10,000	10,000	20,000
Contingencies and Transition Costs	0	0	5,000	5,000
Administration fee (5%)	0	0	15,000	15,000
			TOTAL	300,000

- 4.14 **Project sustainability.** The total costs of this project would be covered by the PSG from the U.S. Government that is referenced in Section II of this document. The actual financing of the project is subject to the effectiveness of the Administrative Agreement to be entered into between the Bank and the US Government, as indicated in Section II, and the reception of the resources of the contribution of that PSG by the Bank.
- 4.15 The funding structure is organized into two stages. At the first stage, from the beginning of the project until the organization of the 2015 CEO Summit of the Americas (2012-2015), up to US\$500,000 of AMBAC funding will be provided by the US Government, unless a smaller amount is mandated by Congress and the additional financing that may be provided by the IDB. Still, during this first stage, after the completion of the first 6-month period, the private sector will be allowed to make voluntary contributions or provide sponsorships for specific activities. Annex V reflects the fundraising needs for the full operation of this project (2012-2015). A separated budget for the preparation, logistics, organization and execution of the 2015 CEO Summit, which is not covered by this project's budget (Annex I), is included in Annex VI, and will require in the future the identification of specific sources of funding.
- 4.16 At the second stage (2016-2018), AMBAC members are expected to contribute at least a half of the funding of AMBAC. In case said target is not reached, the Bank will make its best efforts to seek additional funding through its funds and strategic partners.

V. Executing Agency and Executing Structure

- 5.1 **Executing Agency.** At the request of the donor, and given the expertise and successful experience in the organization of the CEO Summit in Colombia, the Bank, through its Trade and Investment Unit (TIU) of the Integration and Trade Sector (INT), will be the Executing Agency of the project until the creation of AMBAC. Once AMBAC's Executive Secretariat is constituted, it will undertake the responsibilities of the Executing Agency.
- 5.2 **Execution period and disbursement schedule.** The project will be executed over 36 months with a disbursement period of 40 months effective from the date of approval of the project.
- 5.3 **Procurement.** The procurement of goods and consulting services will be carried out by the Executing Agency in accordance with the Policies for the Procurement of Goods and Works Financed by the Inter-American Development Bank (GN-2349-9) and the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9).

VI. Monitoring and Evaluation

- 6.1 **Technical Responsibility.** TIU/INT will have the technical responsibility for the project. The Bank will be responsible for project supervision and monitoring, follow up of compliance with contractual clauses, processing of disbursement requests, and reception of financial statements.
- 6.2 **Progress Monitoring and Final Reports.** In order to monitor the implementation of the project, the Executing Agency will produce semester project progress reports (end-June and end-December of each year) containing the following information: (a) a brief introduction covering activities developed during the past six months; (b) a section on the progress made in contracting processes and/or consulting assignments, including a concise description of outputs or reports delivered to date; (c) a report on the main monitoring indicators and interim results; and (d) any recommendations for improving the design and effective implementation of the project. These semiannual reports should be accompanied by an unaudited financial summary. The body of these reports (excluding annexes) should be no longer than 3,000 words. A final report will be submitted no later than 60 days after project completion.
- 6.3 **Project Evaluation.** The Executing Agency will hire an evaluation consultant after the end of the 2015 CEO Summit of the Americas to determine the extent to which expected results have been achieved and formulate recommendations for adjustments and improvements.

VII. Major Issues

- 7.1 A preliminary risk assessment includes: (i) heterogeneity within the hemisphere's business community; (ii) absence of well-established channels of communication and effective coordination mechanisms among private sector actors of different countries; and (iii) financial sustainability of the project after the first three years. A mitigation plan will be devised to address these risks.

VIII. Exceptions to Bank Policy

- 8.1 At the request of the donor, the contribution will be received by the Bank in two tranches. The first installment will be provided to the Bank by September 30, 2012, and the second installment during the FY 2013, pending Congressional approval.

IX. Environmental and Social Strategy

- 9.1 The project is expected to be classified as Category "C" (ESG classification pending).

ANNEXES:

I.-Detailed Budget

Category	Year 1	Year 2	Year 3	Total (US\$)
Executing Agency				180,000
Personnel				
Project coordinator	60,000	60,000	60,000	180,000
Subtotal	60,000	60,000	60,000	180,000
Component I: Institutional Design of AMBAC				10,000
Consultancy to design of the institutional structure of AMBAC and mapping of anchor partners	10,000	0	0	10,000
Subtotal	10,000	0	0	10,000
Component II: AMBAC's Dissemination and Commitments				30,000
Dissemination				
Dissemination travel expenses	10,000	10,000	0	20,000
Communication strategy, design of website and marketing materials	0	0	10,000	10,000
Subtotal	10,000	10,000	10,000	30,000
Component III: Support for the implementation of AMBAC				40,000
AMBAC's Working Groups				
Sector Reports preparation and distribution	15,000	15,000	10,000	40,000
Subtotal	15,000	15,000	10,000	40,000
Others				40,000
Monitoring and Evaluation	0	10,000	10,000	20,000
Contingencies and transition costs	0	0	5,000	5,000
Administration fee (5%)	0	0	15,000	15,000
Subtotal	0	10,000	30,000	40,000
Total (US\$)	95,000	95,000	110,000	300,000

II.- Procurement Plan

Project Name: Americas Business Advisory Council

Description of the contract and estimated cost of procurement	Procurement method ²	Review (prior or post)	Source of financing and percentage	Pre-qualification (Yes/No)	Estimated dates		Status (pending, in process, awarded, cancelled) ³
			US State Department %		Publication of specific procurement notice	Completion of contract	
<u>Component I</u>							
<ul style="list-style-type: none"> Consulting Service 1: Best practices in institutional design and outreach strategy 	CQS	Post	100	No	October 2012	December 2012	Pending
<u>Component II</u>							
<ul style="list-style-type: none"> Consulting Service 1: Development of AMBAC's logo, image, and communication strategy 	CQS	Post	100	No	November 2012	February 2013	Pending
<u>Component III</u>							
<ul style="list-style-type: none"> Services 1: Organization and logistics of AMBAC's launch 	CQS	Post	100	No	March 2013	May 2013	Pending
<ul style="list-style-type: none"> Goods 2: Organization and catering of AMBAC's Working Groups 	QCBS	Post	100	No	November 2013	December 2013	Pending
<ul style="list-style-type: none"> Goods 3: Production of AMBAC CEO Summit Report 	CQS	Post	100	No	September 2014	August 2015	Pending

²ICB: International competitive bidding; LIB: limited international bidding; NCB: national competitive bidding; PC: price comparison; DC: direct contracting; FA: force account; PSA: Procurement through specialized agencies; PAs: Procurement agents; IA: Inspection agents; PLFI: Procurement in loans to financial intermediaries; BOO/BOT/BOOT: Build, own, operate/build, operate, transfer/build, own, operate, transfer; PBP: Performance-based procurement; PLGB: Procurement under loans guaranteed by the Bank; PCP: Community participation procurement; QCBS: Quality-and cost-based selection; QBS: Quality-based selection; FBS: Selection under a fixed budget; LCS: Least-cost selection; CQS: Selection based on the consultants' qualifications; SSS: Single-source selection

³All contracts are pending at the moment

III. Timeline of Milestones

[illegible]

IV.-Terms of Reference

Americas Business Advisory Council

Executive Secretary

V. Background

After the successful experience of the CEO Summit of the Americas in Cartagena, in 2012, in parallel with the Summit of the Americas, the need for a permanent space of high-level public-private dialogue specifically oriented to address the development agenda of the Summit of the Americas became apparent. In turn, the CEO Summit also showed the critical importance of having a well-organized business regional community capable of reaching consensus and of bringing innovative views from the private sector.

Through the Trade and Investment Unit (TIU) of the Integration and Trade Sector (INT), the IDB and its partners have therefore promoted the creation of the Americas Business Advisory Council (AMBAC), an organization that will aim to gather the highest-level business associations and leaders of the region, to discuss, generate consensus, and shape initiatives from the private sector on the key challenges and opportunities for the Americas.

The project is structured in the following three components:

- **Component I: Institutional Design of AMBAC.** The goal of this component is to design the governance structure, institutional arrangements, and operational mechanisms of AMBAC.
- **Component II: AMBAC's Dissemination.** The goal of this component is to obtain the support, commitment, and active involvement of the most important business leaders of the region in the AMBAC initiative as well as the support of governments and key public and private stakeholders.
- **Component III: Support for the Implementation of AMBAC.** The goals of this component are to start the operations of AMBAC and to implement its working mechanisms in order to produce expected outcomes and products for the 2015 CEO Summit of the Americas.

In order to enact the implementation of the project it becomes necessary to constitute an Executive Secretariat and hire a consultant to coordinate and manage the execution of the project.

II. Objective

The objective of the consultancy is to hire a consultant responsible for the coordination and management of the project and perform the role of Executive Secretary of AMBAC once the organization is created.

III. Activities

In order to achieve the goals of this consultancy, the consultant will carry out the following activities:

1. Coordinate the general management of the project, and in particular, the Executive Secretariat of AMBAC once it is created.
2. Prepare the Terms of Reference and recommend the selection of a consultant for a study intended to identify international best practices concerning governance structures, operational instruments, and funding modalities of non-profit international business organizations activities.
3. Prepare the Terms of Reference and recommend the selection of a consultant to entrust the design of AMBAC's institutional arrangements on governance, operating model and funding.
4. Organize and participate in rounds of consultation and validation among the most important business leaders, national business associations, and key private sector stakeholders of the region concerning the role, functions, and organizational structure of AMBAC.
5. Organize dissemination activities among key government officials and decision-makers on the importance, role and functions of AMBAC.
6. Prepare the Terms of Reference and recommend the selection of a consultant to develop an Image and Communications Strategy for AMBAC.
7. Take the necessary steps and fulfill all the procedures to incorporate AMBAC.
8. Coordinate with TIU/INT the transition of responsibilities to the Executive Secretariat as Executing Agency of the project.
9. Coordinate the public launch of AMBAC.
10. Execute the recommendations stemming from the Image and Communications Strategy
11. Collaborate in the dissemination of AMBAC's launch among the Bank country members.
12. Perform the duties and responsibilities of the Executive Secretary of AMBAC according to the charter of incorporation of the institution.
13. Prepare the Terms of Reference to design a fund-raising strategy with the private sector intended to ensure self-sustainability of AMBAC.
14. Carry out the fund-raising strategy for AMBAC's self-sustainability.
15. Coordinate the constitution of AMBAC's Working Groups.

16. Provide all the necessary assistance to Working Groups including, among others, the organization of meetings, preparation of agenda, drafting of reports, and canalization of information requests to the research departments of the Bank.
17. Coordinate the establishment of AMBAC's Special Program on Corporate Social Responsibility.
18. Coordinate the elaboration, production, printing and dissemination of the AMBAC Report for the 2015 CEO Summit of the Americas.
19. Collaborate with the Bank in the preparatory works and organization of the 2015 CEO Summit of the Americas.

IV. Characteristics of Consultancy

Type of consultancy: International

Contract length: 36 months

Post of duty: International

V. Responsible Office

Under supervision of Fabrizio Operti, INT/TIU, in coordination with Ady Beitler.

VI. Requirements

Academic Degree: Degree in Business, Law, Economics, or a related field, with an advanced degree (at least Master's or equivalent).

Experience: 5-8 years of experience in development issues in Latin America, with a particular focus on trade and investment, business-government relations, and development policies. Proved working experience in both public and private sectors. Extensive understanding of governments and business relations on a hemispheric scale, public policy, development challenges, and the role of the private sector in development. Demonstrated experience in international cooperation projects, and a strong understanding of the operational frameworks of public sector and/or multilateral institutions. Excellent English and Spanish language proficiency, oral and written. Proficiency in Portuguese is beneficial.

V.-Fundraising needs

What follows is an estimated itemized budget reflecting the full fundraising needs for the complete operation of the project. Adjustments to the Budget of Annex I are incorporated in order to reflect the availability of funds in case the fundraising targets are met.

Category	Unit	Qty	Unit Value	US Gov 1	US Gov 2	IDB	Fundraising	Total
Executing Agency								754,000
Personnel								
Project coordinator	month	36	10,000	120,000	80,000	80,000	80,000	360,000
Research assistant	month	36	5,000	0	20,000	10,000	150,000	180,000
Technical assistant	month	36	2,500	0	10,000	10,000	70,000	90,000
Transition costs								
Implementation transition costs to AMBAC's Executive Secretariat	product			0	20,000	20,000	84,000	124,000
Subtotal			17,500	120,000	130,000	120,000	384,000	754,000
Component I: Institutional Design of AMBAC								60,000
Best practices in design of international business organizations	product		20,000	20,000	0	0	0	20,000
Design of the institutional structure of AMBAC	product		20,000	20,000	0	0	0	20,000
Mapping of anchor partners and strategic alliances	product		20,000	20,000	0	0	0	20,000
Subtotal				60,000	0	0	0	60,000
Component II: AMBAC's Dissemination								155,000
Fund-raising strategy for self-sustainability								
Consultancy to develop a fund-raising strategy for AMBAC	product			10,000	0	0	0	10,000
Outreach missions and partnership development meetings	travel	15	3,000	5,000	10,000	10,000	20,000	45,000
Dissemination								
Dissemination travel expenses	travel	15	3,000	0	0	20,000	25,000	45,000

Image and communication strategy								
Communications consultant to develop campaign	product		30,000	10,000	0	10,000	10,000	30,000
Design of logo and materials	product		10,000	0	0	0	10,000	10,000
Production of materials	product		10,000	0	0	0	10,000	10,000
Distribution and outreach	product		5,000	0	0	0	5,000	5,000
Subtotal			61,000	25,000	10,000	40,000	80,000	155,000
Component III: Implementation of AMBAC								500,000
AMBAC's Launch Event								
Logistics and organization	product		60,000	10,000	20,000	10,000	20,000	60,000
Media and press dissemination	product		10,000	0	0	10,000	0	10,000
Travel and lodging expenses	travel		40,000	10,000	20,000	0	10,000	40,000
AMBAC's Working Groups								
Working group meetings	product	30	3,000	20,000	0	40,000	30,000	90,000
Policy papers	product	5	50,000	10,000	0	60,000	180,000	250,000
AMBAC's Special Programs								
Design of special programs on Corporate Social Responsibility	product		20,000	0	0	0	20,000	20,000
AMBAC CEO Summit Report								
Design of logo and materials	product		10,000	0	0	0	10,000	10,000
Production of materials	product		10,000	0	0	0	10,000	10,000
Distribution and outreach	product		10,000	0	0	0	10,000	10,000
Subtotal				50,000	40,000	120,000	290,000	500,000
Others								105,000
Monitoring and Evaluation				10,000	10,000	10,000	10,000	40,000
Contingencies				10,000	10,000	10,000	10,000	40,000
Administration fee				25,000	0	0	0	25,000
Subtotal				45,000	20,000	20,000	20,000	105,000
Total (US\$)				300,000	200,000	300,000	774,000	1,574,000

In case the additional funds mentioned in paragraph 2.4 are secured, the reach and depth of the project will be enhanced as reflected in the following Results Matrix:

Results Matrix

(full funding)

[illegible]

Incorporation of AMBAC	0	1	-	-	1	Incorporation Act
Launch of AMBAC	0	1	-	-	1	Event Report
Dissemination of AMBAC to expand potential partners	0	12	12	-	24	Meetings and Public Events Reports
Organization of Working Group Meetings	0	-	4	4	8	Reports
Elaboration of Working Groups' Annual Reports	0	-	1	1	2	Final Reports
Definition of agenda for the 2015 CEO Summit of the Americas	0	-	-	1	1	Progress and Final Reports
Production of the AMBAC Report for the 2015 CEO Summit of the Americas	0	-	-	1	1	Progress and Final Reports

VI. 2015 CEO Summit (estimated budget)

The following estimated budget does not include IDB staff time involved in the design, execution, monitoring and evaluation of the event nor contingency costs.

2015 CEO Summit of the Americas	
Category	Cost (USD)
Production, logistics, and organization	750,000
Food and beverages	180,000
Venue rentals	100,000
Travel and accommodation (speakers, staff and press)	200,000
IDB consultants	80,000
Communications (satellite and optic fiber)	400,000
Dissemination (e-book)	50,000
Miscellaneous	120,000
Total	1,880,000