



LEGIII/GY-585606-05

Mr. Saisnarine Kowlessar  
Minister within the Office of the President  
With Responsibility for Finance  
Main & Urquhart Streets  
Georgetown, Guyana

Ref.: Letter of Agreement for an Individual  
Operation within the Line of Credit of the  
Project Preparation and Execution Facility  
PPF/010-GY. "Citizen Security  
Programme" (GY-L1011).

Dear Mr. Kowlessar:

In the name and on behalf of the Inter-American Development Bank (hereinafter "the Bank"), I am pleased to express the agreement of the Bank for the utilization of resources of the Line of Credit established by Agreement PPF/010-GY with the Co-Operative Republic of Guyana (the "Line of Credit Agreement"), in an amount of up to one million dollars of the United States of America (US\$1,000,000), or its equivalent in other currencies, except the currency of Guyana, for the financing of the contracting of consulting services necessary for the preparation of the Citizen Security Programme (GY-0071), hereinafter referred to as the "Individual Operation". The major aspects of the Individual Operation are described in detail in the Annex, attached to this Letter of Agreement.

The amount authorized for the Individual Operation shall be chargeable to the resources of the Fund for Special Operations of the Bank.

This Individual Operation was approved in accordance with the terms and conditions stipulated in Agreement PPF/010-GY for the granting of the Line of Credit. The signing of the Letter of Agreement by the designated National Agency (Ministry of Finance) signifies its acceptance of all of the terms and conditions stipulated in the above-referenced Agreement and the Annex thereto.

1653/SF-GY

In accordance with the terms of the referenced Line of Credit Agreement, the Bank and the National Agency agree to the following:

**First.** The Executing Agencies of this Individual Operation shall be the Ministry of Home Affairs ("MoHA") and the Guyana Police Force ("GPF").

**Second.** (a) Prior to the first disbursement of this Individual Operation, the National Agency shall fulfill to the satisfaction of the Bank the requirements indicated exclusively in items (a) and (b) of Article 4.01 of the General Conditions (the "General Conditions"), which form Annex C-2 to the Line of Credit Agreement.

(b) The National Agency shall comply with the requirements listed above within thirty (30) days following the entry into effect of this Letter of Agreement, or in such greater period as the parties may agree upon.

**Third.** The period of execution of this Individual Operation shall be twelve (12) months from the entry into effect of this Letter of Agreement, and the period for disbursement of the resources, shall be eighteenth (18) months from the same date.

**Fourth.** (a) The amount actually disbursed pursuant to this Letter of Agreement shall be restored to the Line of Credit in the terms set forth in Annex B to the Line of Credit Agreement if the project prepared with its resources is financed by the Bank. If the Bank does not finance the project, said amount shall be paid by the National Agency to the Bank and restored by the Bank to the Line of Credit, in the terms set forth in the Operative Regulations, within the periods that, subject to the amount of the respective Individual Operation, are established in the above-mentioned Operative Regulations.

(b) The interest and commission payments that shall be deposited in the general accounts of the Bank, referred to in paragraphs Fifth, Sixth and Seventh of this Letter of Agreement, shall be paid in the same manner and at the same time as described in the previous paragraph.

**Fifth.** As of the date of each disbursement, interest shall accrue at the rate of one percent (1%) per annum on the daily outstanding balances of the loan and shall be payable in accordance with the provisions of paragraph Fourth, above.

**Sixth.** In addition to the interest, the National Agency shall pay a credit fee in accordance with the provisions of Article 3.02 of the General Conditions, which shall begin to accrue twelve (12) months from the date of the Bank's approval of the Individual Operation, and which shall be payable in accordance with the provisions of paragraph Fourth, above.



**Seventh.** The National Agency shall pay to the Bank the amount of ten thousand dollars of the United States of America (US\$10,000) to meet expenses of general inspection and supervision as established in Article 4.05 of the General Conditions, for credit to the income accounts of the Bank.

**Eighth.** For purposes of this Letter of Agreement, the General Conditions contained in Annex C-2 of the Agreement for the Establishment of a Line of Credit for the Preparation of Projects between the Co-Operative Republic of Guyana and the Bank (PPF/010-GY) is replaced by the attached General Conditions.

**Ninth. Information Disclosure.** The National Agency undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Letter of Agreement, whether it considers any part of this Letter of Agreement to be confidential or sensitive, or information that may adversely affect relations between the National Agency and the Bank or between private sector clients and the Bank, in which case the National Agency undertakes to identify those provisions considered as such. In accordance with the Bank's Disclosure of Information Policy, the Bank will make the text of this Letter of Agreement available to the public once it has been signed and has entered into effect, with the sole exception of that information which the National Agency has specifically identified as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

**Tenth. Acquisition of goods and services.** The acquisition of goods and related services (different from consulting services) will be carried out by the Executing Agencies in accordance with the provisions set forth in Document GN-2349-4 ("Policies For The Procurement Of Works And Goods Financed By The Inter-American Development Bank") dated January 19, 2005. The Executing Agencies confirms its familiarity with the provisions of Document GN-2349-4. The Executing Agencies will be able to use the "shopping" procedure set forth in paragraph 3.5 of Document GN-2349-4 when the estimated cost per contract for the acquisition of the goods and services (different from the consulting services) is below the amount agreed between the Executing Agencies and the Bank.

**Eleventh. Selection and contracting of consulting services.** The selection and contracting of consulting services will be carried out by the Executing Agencies in accordance with the provisions set forth in Document GN-2350-4 ("Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank") dated January 19, 2005. The Executing Agencies confirms its familiarity with those provisions of Document GN-2350-4. The Executing Agencies will be able to use the procedure set forth in Section II and paragraphs 3.16 to 3.20 of Document GN-2350-4 as well as any other competitive method set forth in Sections III and V of said document. For purposes of paragraph 2.7 of Document GN-2350-4, the short list of consultants whose contracts are estimated to be below the amount of

one hundred thousand dollars of the United States of America (US\$100,000), could be composed in its entirety by local consultants.

**Twelfth. Procurement Plan.** Before starting any competitive bidding process or any request for proposals for the acquisition of goods and services (different from consulting services) and consulting services, respectively, the Executing Agencies shall prepare and furnish to the Bank for its approval, a Procurement Plan acceptable to the Bank setting forth: (a) the particular contracts for consulting services required to carry out the Programme, including the estimated cost of each contract, and the proposed methods for acquisition of goods and selection of consultants' services, in accordance with paragraphs 1 of Appendixes 1 of the Procurement of Goods and Consultants Policy referred to in paragraphs Tenth and Eleventh of these Special Conditions. This Plan shall be updated every six (6) months during the execution of the Programme or as needed throughout the duration of the Programme, and each updated version shall be submitted to the Bank's approval. The Executing Agencies shall implement the Procurement Plan in the manner in which it has been approved by the Bank.

**Thirteenth. Review by the Bank.** Unless the Bank agrees otherwise in writing, each contract for the acquisition of goods and consulting services shall be subject to an ex ante review, in accordance with the procedures established in paragraphs 2 and 3 of Appendixes 1 of the Procurement of Goods and Consultants Policy.

**Fourteenth. Auditing.** The National Agency undertakes to present to the satisfaction of the Bank, the financial statements of the Programme duly certified by a firm of independent accounts pursuant to the provision set forth in Article 7.03(a)(iii) and (b) of the General Conditions.

The signature of this Letter of Agreement neither constitutes nor implies an obligation on the Bank's behalf to participate in the financing of the project that will be prepared with its resources.

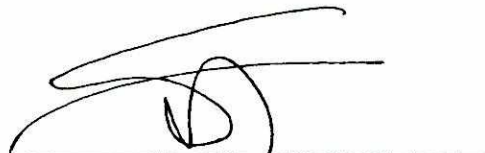
I hereby request that you express your acceptance of the terms of the present Letter of Agreement in representation of the National Agency, by signing and delivering one of the originals to the Bank's office in Guyana, within a maximum period of thirty (30) days from the date of receipt thereof. Should said period expires without the Bank having received one duly executed original of this Letter of Agreement, the provisions, offers and expectations of rights, contained herein shall be considered as non-existent for all legal purposes without notice being required and, therefore, there shall be no responsibility for either party.



This Letter of Agreement shall enter into effect on the date of its signature by the National Agency and shall be signed in two (2) originals of equal validity, one for the Bank and the other for the National Agency.

Yours Faithfully,

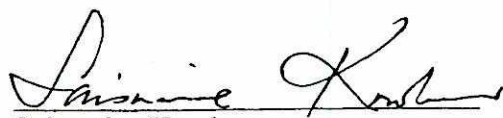
Inter-American Development Bank



Sergio A. Varas  
Representative in Guyana

AGREED:

Ministry of Finance



Saisnarine Kowlessar  
Minister of Finance

Date: Sept 9, 2005

Georgetown, Guyana

**PART TWO**

**GENERAL CONDITIONS**

**CHAPTER I**

**Application of the General Conditions**

**ARTICLE 1.01. Application of the General Conditions.** These General Conditions apply to the Loan Contracts entered into by the Inter-American Development Bank with its Borrowers, and accordingly the provisions hereof form an integral part of this Contract.

**CHAPTER II**

**Definitions**

**ARTICLE 2.01. Definitions.** For the purposes of the obligations contracted between the parties, the following definitions are adopted:

- (a) "Bank" means the Inter-American Development Bank.
- (b) "Board" means the Board of Executive Directors of the Bank.
- (c) "Borrower" means the party to which the Financing is made available.
- (d) "Contract" means the entirety of the Special Conditions, the General Conditions and the Annexes.
- (e) "Executing Agency/ Agencies" means the entity/entities responsible for executing all or part of the Project.
- (f) "Financing" means the funds which the Bank has agreed to make available to the Borrower to assist in carrying out the Project.
- (g) "General Conditions" means the entirety of articles which comprise Part Two of this Contract and reflect the basic policies of the Bank uniformly applicable to its Loan Contracts.

- (h) "Guarantor" means the party which guarantees the fulfillment of the obligations contracted by the Borrower and which assumes other obligations for which it is liable in accordance with the Guarantee Contract.
- (i) "Loan" means the funds disbursed from the Financing.
- (j) "Project" means the Program or Project for which the Financing has been extended.
- (k) "Revolving Fund" means a fund that the Bank may establish as provided in Article 4.07 of these General Conditions, for the purpose of advancing resources to defray Project expenses chargeable to the Financing.
- (l) "Semester" means the first or second six months of a calendar year.
- (m) "Special Conditions" means the entirety of the provisions which comprise Part One of this Contract and contain the particular terms of the operation.

### CHAPTER III

#### Amortization, Interest and Credit Fee

**ARTICLE 3.01. Dates of Amortization.** The Borrower shall amortize the Loan in semi-annual installments on the same dates as those designated in the Special Conditions for payment of interest. The date for the first principal amortization installment shall coincide with the date on which the next immediate interest payment is due, once six months from the scheduled date of the last disbursement have elapsed.

**ARTICLE 3.02. Credit Fee.** (a) The Borrower shall pay on the undisbursed balance of the Financing which is not in the currency of the Borrower's country a credit fee of 1/2 of 1% per annum, which shall begin to accrue twelve (12) months after the date of the Resolution of the Board of Executive Directors approving the Financing.

(b) This fee shall be paid in United States of America United States of America dollars on the same dates as those specified for the payment of interest pursuant to the provisions of the Special Conditions.

(c) This fee shall cease to accrue in full or in part, as the case may be, to the extent that: (i) the respective disbursements have been made; or (ii) the Financing has been canceled totally or partially



pursuant to Articles 3.12, 3.13 and 4.02 of these General Conditions and the relevant provisions of the Special Conditions.

**ARTICLE 3.03. Computation of Interest and Credit Fee.** The interest and credit fee shall be calculated according to the exact number of days in the respective Semester.

**ARTICLE 3.04. Obligations Relating to Currencies.** (a) Amounts which are disbursed shall be applied, on the date of each respective disbursement, against the Financing in accordance with the equivalency in United States of America United States of America dollars as reasonably determined by the Bank, pursuant to the provisions of Article 3.05.

(b) The Borrower shall owe, in the respective currencies disbursed, from the date of the corresponding disbursement:

- (i) The amounts disbursed in any of the currencies which form part of the Fund for Special Operations, in respect of which the Bank has indicated that they may be considered freely convertible; and
- (ii) Amounts equivalent in United States of America United States of America dollars to the sums disbursed in currencies not included in the preceding subparagraph (i) which form part of the Fund for Special Operations.

(c) On the due dates, the Borrower shall pay, in the respective currencies disbursed, amortization and interest on:

- (i) The amounts disbursed in the currencies referred to in subparagraph (b)(i) above; and
- (ii) Amounts equivalent in United States of America United States of America dollars to the sums disbursed in the currencies referred to in subparagraph (b)(ii) above.

**ARTICLE 3.05. Rate of Exchange.** (a) For the purposes set forth in paragraph (a) and (b)(i) of the preceding Article, the equivalency of other currencies in relation to the United States of America dollar shall be calculated by applying, on the date on which the disbursement is made, the foreign exchange market rate in effect on that date. For the purposes set forth in paragraphs (a) and (b)(ii) of the preceding Article, the equivalency of other currencies in relation to the United States of America dollar shall be calculated by applying, on the date on which the disbursement is made, the exchange rate agreed upon by the Bank with



the respective issuing member country for the purpose of maintaining the value of its currency held by the Bank, in accordance with Article V, Section 3, of the Agreement Establishing the Bank.

(b) For the purposes of payments to the Bank pursuant to paragraph (c)(ii) of the preceding Article:

- (i) The equivalency of other currencies in relation to the United States of America dollar shall be calculated on the date of payment, in accordance with the rate of exchange referred to in paragraph (a) of this Article.
- (ii) Should there be no agreement in force between the Bank and the respective issuing member country with regard to the rate of exchange to be applied for the purpose of maintaining the value of its currency held by the Bank, the latter shall have the right to require that the rate of exchange to be applied shall be that which on the due date is utilized by the corresponding monetary authority of the issuing member country to sell United States of America United States of America dollars to residents of such country, other than government agencies, for the following transactions: (a) payments of principal and interest due; (b) transfers of dividends or other income from capital investments in the respective country; and (c) transfers of investment capital.
- (iii) If, on the date on which the payment is due, the foregoing rule cannot be applied because the operations referred to do not exist, payment shall be made on the basis of the most recent rate of exchange in effect within the thirty (30) days preceding the respective due date.
- (iv) If, notwithstanding the application of the foregoing rules, the effective rate of exchange for the purpose of determining payment cannot be ascertained, or if discrepancies arise in the determination thereof, the reasonable determination of the Bank shall prevail, taking into consideration the realities of the foreign exchange market of the issuing country concerned.
- (v) If, due to non-compliance with the foregoing rules, the Bank considers that any payment made in the respective currency has been insufficient, it shall so advise the Borrower immediately in order that the latter shall pay the difference within a period no greater than thirty (30) days from the receipt of the notification. If, on the other hand, it appears that the sum received by the Bank is higher than that due, it shall return the excess amount within a period no greater than thirty (30) days from the receipt thereof.

- (vi) In case of a delayed payment the Bank may require that the rate of exchange in effect at the time of payment be applied.

(c) For the purpose of determining the equivalency in United States of America United States of America dollars of an expenditure incurred in the currency of the Borrower's country, the rate of exchange which is applicable on the date of payment of such expenditure shall be utilized, pursuant to paragraph (a) above. To that end, the date of payment of such expenditure shall mean the date on which the Borrower, the Executing Agency or any natural or juridical person in whom the power to incur expenditures has been vested makes the respective payments to the order of the contractor or supplier.

**ARTICLE 3.06. Participations.** (a) The Bank may cede to other public or private institutions, in the form of participations, the rights corresponding to the Borrower's pecuniary obligations under this Contract. The Bank shall promptly notify the Borrower of each assignment.

(b) Participations may be granted in respect of either of the following: (i) amounts of the Loan disbursed prior to execution of the participation agreement; or (ii) amounts of the Financing which are still undisbursed at the time of the participation agreement's execution.

**ARTICLE 3.07. Place of Payments.** All payments shall be made at the principal office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

**ARTICLE 3.08. Transactions Falling Due on Public Holidays.** Any payment or other transaction, which pursuant to this Contract should be effected on Saturday, Sunday or a day which is a banking holiday according to the law of the place where it is required to be made, shall be considered validly effected if carried out on the first business day immediately thereafter, and in such case no penalty whatsoever shall apply.

**ARTICLE 3.09. Receipts and Promissory Notes.** At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon the completion of disbursements, a receipt or receipts for the amounts disbursed. Likewise, the Borrower shall sign and deliver to the Bank, at its request, promissory notes or other negotiable instruments representing the Borrower's obligation to repay the Loan with the interest agreed upon in the Contract. Such documents shall be in the form prescribed by the Bank taking into account the applicable legal provisions of the country of the Borrower.



**ARTICLE 3.10. Application of Payments.** All payments shall be applied first to returns of unjustified advances of funds, then to fees and interest due on the payment date, and if a balance exists, to the amortization of installments of principal due.

**ARTICLE 3.11. Advance Payments.** Upon advance notice in writing to the Bank of at least fifteen (15) days, the Borrower may pay, on the date indicated in the notification, any part of the Loan prior to its maturity, provided that no sum is owing in respect of the credit fee and/or interest. Unless otherwise agreed in writing, each partial advance payment shall be applied to unpaid installments of principal in the inverse order of their maturity.

**ARTICLE 3.12. Renunciation of Part of the Financing.** The Borrower, with the concurrence of the Guarantor, if any, may renounce, by written notice to the Bank, its right to utilize any part of the Financing which has not been disbursed before the receipt of the notice, provided that such part is not subject to any of the circumstances set forth in Article 5.03 of these General Conditions.

**ARTICLE 3.13. Automatic Cancellation of Part of the Financing.** Unless the Bank and the Borrower and the Guarantor, if any, expressly agree in writing to extend the term for making disbursements, that portion of the Financing not committed or disbursed, as the case may be, within the corresponding term, shall automatically be canceled.

#### CHAPTER IV

##### Conditions Relating to Disbursements

**ARTICLE 4.01. Conditions Precedent to First Disbursement.** The first disbursement of the Financing shall be subject to fulfillment of the following requirements to the satisfaction of the Bank:

- (a) The Bank shall have received one or more well-founded legal opinions which establish, with citations of the pertinent constitutional, legal, and regulatory provisions, that the obligations undertaken by the Borrower in this Contract, and those of the Guarantor, if any, in the Guarantee Contract, are valid and enforceable. Such opinions shall also refer to any other legal question that the Bank may reasonably deem relevant.
- (b) The Borrower, directly or through the Executing Agency, if any, shall have designated one or more officials to represent it in all acts relating to the implementation of this Contract and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.

- (c) The Borrower, either directly or through the Executing Agency, if any, shall have demonstrated to the Bank that sufficient resources have been allocated to cover, at least during the first calendar year, the execution of the Project in accordance with the investment schedule referred to in the following paragraph. If this Financing constitutes a continuation of the same lending operation, the earlier stage or stages of which the Bank is financing, the obligation set forth in this paragraph shall not be applicable.
- (d) The Borrower, either directly or through the Executing Agency, if any, shall have presented to the Bank an initial report prepared in the form indicated by the Bank, which shall serve as the basis for the preparation and evaluation of the progress reports referred to in Article 7.03(a)(i) of these General Conditions. In addition to such other information as the Bank may reasonably request pursuant to the provisions of this Contract, the initial report shall set forth: (i) a plan for implementation of the Project including, except with respect to a program for the granting of credits, the plans and specifications deemed necessary by the Bank; (ii) a calendar or schedule of work or granting of credits, as the case may be; and (iii) a table of the source and use of funds setting forth a detailed schedule of investments in accordance with the categories of investment established in Annex A of this Contract and an indication of the annual contributions needed from the various sources of funds from which the Project will be financed. If this Contract permits the recognition of expenditures made prior to its signature or to that of the Resolution authorizing the Financing, the initial report shall include a statement of the investments and, in accordance with the objectives of the Financing, a description of works carried out under the Project or a statement as to credits granted, as the case may be, up to a date immediately preceding to the report.
- (e) The Borrower or Executing Agency shall have presented to the Bank the plan, catalog or code of accounts referred to in Article 7.01 of these General Conditions.
- (f) The official auditing agency referred to in the Special Conditions shall have agreed to perform the auditing function foreseen in Article 7.03(b) of these General Conditions and in the Special Conditions, or the Borrower or the Executing Agency shall have agreed with the Bank with respect to a firm of independent public accountants to perform the above functions.

**ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement.** If within one hundred eighty (180) days from the effective date of this Contract, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of



these General Conditions and in the Special Conditions have not been fulfilled, the Bank may terminate the Contract by giving notice to the Borrower.

**ARTICLE 4.03. Requisites for All Disbursements.** For the Bank to make any disbursement, it shall be necessary that: (a) the Borrower, or the Executing Agency, if any, shall have submitted in writing a disbursement request and, in support thereof, shall have supplied to the Bank such pertinent documents and other background materials as the Bank may have required. Requests must be presented no later than thirty (30) calendar days in advance of the date of expiry of the term for disbursement or of any extension thereof which the Borrower and the Bank may have agreed to; (b) none of the circumstances described in Article 5.01 of these General Conditions shall have occurred; and (c) the Guarantor, if any, shall not be in non-compliance for more than one hundred twenty (120) days with any obligation to make payments to the Bank on any Loan or Guarantee.

**ARTICLE 4.04. Disbursements for Technical Cooperation.** If the Special Conditions contemplate the financing of expenses for technical cooperation, the disbursements therefor may be made once the conditions established in Article 4.01(a) and (b) and in Article 4.03 of these General Conditions have been fulfilled.

**ARTICLE 4.05. Charges for the Inspection and Supervision Fee.** The Bank shall withdraw from the resources of the Financing and allocate to the Bank's general account the amount or amounts specified in the Special Conditions for inspection and supervision. Such action shall not require a disbursement request by the Borrower or the Executing Agency and may be undertaken once the conditions precedent to the first disbursement have been fulfilled or upon the occurrence of the first payment date for the Credit Fee, whichever occurs first.

**ARTICLE 4.06. Disbursement Procedures.** The Bank may make disbursements against the Financing: (a) by transferring to the order of the Borrower the sums to which it is entitled under this Contract; (b) by making payments on behalf of and in agreement with the Borrower to other banking institutions; (c) by establishing or replenishing the Revolving Fund referred to in Article 4.07 below; and (d) by utilizing such other method as the parties may agree upon in writing. Any banking expenses that may be charged by a third party in connection with disbursements shall be borne by the Borrower. Unless the parties otherwise agree, disbursements shall be made only in amounts of not less than the equivalent of fifty thousand United States of America United States of America dollars (US\$50,000) each.

**ARTICLE 4.07. Revolving Fund.** (a) By charge to the Financing and upon fulfillment of the requirements set forth in Articles 4.01 and 4.03 of these General Conditions and the pertinent requirements established in the Special Conditions, the Bank may advance resources of the Financing for the purpose of establishing,

increasing or replenishing a Revolving Fund to defray costs pertaining to the execution of the Project which, pursuant to provisions of this Contract, are eligible for Financing with such resources.

(b) Except by express agreement between the parties, the amount of the Revolving Fund shall not exceed 5% of the amount of the Financing. Upon justified request, the Bank may increase or replenish the Revolving Fund as the resources are used, provided that the requirements of Article 4.03 of these General Conditions and those which may be established in the Special Conditions have been fulfilled. The Bank may also reduce or cancel the Revolving fund should it determine that the resources provided through the Revolving fund exceed the needs of the Project. The establishment and the replenishment of the Revolving Fund shall be regarded as disbursements for the purposes of this Contract.

(c) The plan, catalog or code of accounts that the Borrower of Executing Agency must present to the Bank in accordance with Article 4.01(e) of these General Conditions shall indicate the accounting method used by the Borrower to verify the transactions and statements of account of the Revolving Fund.

(d) Not later than thirty (30) days prior to the date agreed upon for the final disbursement of the Financing, the Borrower shall present a final justification of the use of the Revolving Fund and return any unused portion thereof.

**ARTICLE 4.08. Availability of Local Currency.** The Bank shall be obliged to make disbursements to the Borrower in local currency only to the extent that the respective depository of the Bank has placed such currency at its effective disposition.

## CHAPTER V

### Suspension of Disbursements and Accelerated Maturity

**ARTICLE 5.01. Suspension of Disbursements.** The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

- (a) Delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of advances of funds or for any other reason, under this Contract or any other Loan Contract entered into between the Bank and the Borrower.
- (b) Nonfulfillment by the Borrower of any other obligation set forth in the Contract or in any other Contract entered into with the Bank for the financing of the Project.



- (c) Withdrawal or suspension from membership in the Bank of the country in which the Project is to be executed.
- (d) The Project or the purposes of the Financing may be affected by: (i) any restriction, modification or alteration of the legal capacity, functions or assets of the Borrower or the Executing Agency; or (ii) any modification or change made without the written concurrence of the Bank of the basic conditions fulfilled before the approval of the Resolution authorizing the Financing or the signature of the Contract. In such cases, the Bank will have the right to require the Borrower and the Executing Agency to provide reasoned and detailed information. Only after hearing the Borrower or the Executing Agency and weighing the information or clarification received, or if the Borrower and the Executing Agency fail to respond, may the Bank suspend disbursements if it considers that the modifications made affect the Project substantially and unfavorably or make its execution impossible.
- (e) The non-compliance on the part of the Guarantor, if any, of any obligation set forth in the Guarantee Contract.
- (f) When the Borrower is not a member country government, any extraordinary circumstance which, in the opinion of the Bank, makes it unlikely that the Borrower will be able to comply with the obligations established in this Contract or to fulfill the purposes for which it was entered into.

**ARTICLE 5.02. Termination, Accelerated Maturity, or Partial Cancellation of Undisbursed Balances.** (a) The Bank may terminate this Contract with respect to the part of the Financing not yet disbursed or may declare the entire loan or a portion thereof immediately due and payable, together with interest and commissions accrued up to the date of payment if: (i) any of the circumstances set forth in paragraphs (a), (b), (c) and (e) of the preceding Article continues for more than sixty (60) days; or (ii) the information referred to in paragraph (d) of the preceding Article, or the clarifications or additional information presented by the Borrower or the Executing Agency, if any, are not satisfactory to the Bank.

(b) The Bank may cancel the part of the Financing pertaining to the procurement of certain goods, works or related services, or consulting services, or may declare the portion of the loan pertaining to such items immediately due and payable, if it determines at any time that: (i) the procurement was carried out without following the procedures set forth in this Contract; or (ii) representatives of the Borrower or a beneficiary of the grant have committed corrupt practices, either in the process of selecting the supplier or contractor or in the execution of the respective contract, and the Borrower has not taken timely and remedial measures, observing the due process guarantees of the Borrowing country's legislation, and acceptable to the Bank.

(c) For the purposes of the above paragraph, corrupt practices shall be understood to include acts of: (i) bribery, meaning the act of unduly offering, giving, receiving, or soliciting of anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts; (ii) extortion or coercion, meaning the act of attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation; (iii) fraud, meaning the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the borrower or other participants; and (iv) collusion, meaning an agreement between bidders designed to result in bids at artificial prices that are not competitive.

**ARTICLE 5.03. Obligations not Affected** Notwithstanding the provisions of the foregoing Articles 5.01 and 5.02, none of the measures set forth in this Chapter shall affect the disbursement by the Bank of: (a) any amounts subject to the guarantee of an irrevocable letter of credit; and (b) any amounts which the Bank by specific written agreement with the Borrower or the Executing Agency, if any, has agreed to provide from the resources of the Financing to make payments to a supplier of goods or services. The exceptions set forth in subparagraph (b) shall not apply if the Bank determines that corrupt practices occurred with respect to the procurement of, or the execution of the contract for, the goods or services.

**ARTICLE 5.04. Non-waiver of Rights**. Any delay by the Bank in the exercise of its rights pursuant to this Contract, or failure to exercise them, shall not be construed as a waiver by the Bank of any such rights nor as acquiescence in events or circumstances which, had they occurred, would have empowered it to exercise them.

**ARTICLE 5.05. Provisions not Affected** The application of any of the measures provided for by this Chapter shall not affect the obligations of the Borrower established in this Contract, which shall remain in full force and effect, except that in case the entire Loan has been declared due and payable only the pecuniary obligations of the Borrower shall continue in force.



## CHAPTER VI

### Execution of the Project

**ARTICLE 6.01. General Provisions for Execution of the Project.** (a) The Borrower undertakes that the Project shall be executed with due diligence in conformity with sound financial and technical practices, and in accordance with the plans, specifications, investment schedule, budgets, regulations, and other documents approved by the Bank. The Borrower further undertakes that its obligations shall be fulfilled to the satisfaction of the Bank.

(b) Any important modification in the plans, specifications, investment schedule, budgets, regulations or other documents which the Bank has approved, as well as any substantial change in the contract or contracts for goods or services which may be funded with the resources devoted to the execution of the Project, or in the categories of investment, shall require the written consent of the Bank.

**ARTICLE 6.02. Prices and Public Tender.** (a) Contracts for execution of works, procurement of goods, and rendering of services for the Project shall be undertaken at a reasonable cost which shall generally be the lowest market price, taking into account quality, efficiency, and any other pertinent factors.

(b) In the acquisition of machinery, equipment and other goods for the Project, and in the awarding of contracts for the execution of works, the system of public tender shall be utilized in each case in which the value of such acquisitions is equal to or exceeds the amounts set forth in Chapter IV of the Special Conditions. The procedures for tendering shall be set forth in the relevant Annex B of this Contract.

**ARTICLE 6.03. Use of Goods.** Except with the express authorization of the Bank, the goods acquired with the resources of the Financing shall be used exclusively for the purposes of the Project. Once the Project has been completed, the construction machinery and equipment utilized in the execution of the Project may be used for other purposes.

**ARTICLE 6.04. Additional Resources.** (a) The Borrower shall contribute in a timely manner all the resources in addition to those of the Loan which may be necessary for the complete and uninterrupted execution of the Project, the estimated amount of which is specified in the Special Conditions. If during the process of disbursement of the Financing an increase in the estimated cost of the Project arises, the Bank may require the modification of the investment schedule referred to in Article 4.01(d) of these General Conditions in order that the Borrower shall meet such increase.

(b) Beginning with the calendar year following the initiation of the Project and during the period of its execution, the Borrower shall demonstrate to the Bank in the first sixty (60) days of each calendar

year that it will have available when needed the resources necessary to make the local contribution to the Project during that year.

## CHAPTER VII

### Records, Inspections and Reports

**ARTICLE 7.01. Internal Control and Records.** The Borrower or the Executing Agency, as the case may be, shall maintain an appropriate system of internal accounting and administrative controls. The accounting system shall be organized so as to provide the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial statements and reports. The records of the Project shall be maintained in such a way that: (a) they make it possible to identify the sums received from the various sources; (b) they show, in accordance with the catalogue of accounts approved by the Bank, the investments in the Project, both with the resources of the Loan and with the other funds to be provided for its complete execution; (c) they include sufficient detail to show the goods acquired and the services contracted, as well as the utilization of such goods and services; and (d) they show the cost of the investments in each category and the progress of the works. With respect to credit programs, the records shall also detail the credits granted, the recoveries obtained, and the utilization of the funds recovered.

**ARTICLE 7.02. Inspections.** (a) The Bank may establish such inspection procedures as it deems necessary to assure the satisfactory development of the Project.

(b) The Borrower and the Executing Agency, if any, shall permit the Bank to inspect at any time the Project, the equipment and materials involved therein, and to examine such records and documents as the Bank may deem pertinent. The personnel which the Bank shall send 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.

**ARTICLE 7.03. Reports and Financial Statements.** (a) The Borrower or the Executing Agency, as appropriate, shall present to the Bank the following reports, within the periods specified with respect to each:

- (i) Reports on the execution of the Project, within sixty (60) days following the end of each calendar Semester, or within such other period as the parties may agree, prepared in accordance with the relevant rules agreed to with the Bank.



- (ii) Such other reports as the Bank may reasonably request regarding the investment of the sums lent, the use of goods acquired with such sums, and the progress of the Project.
- (iii) Three copies of the financial statements for the entire Project as of the close of each fiscal year of the Executing Agency, and supplementary financial information relating to such statements. Such financial statements shall be submitted within one hundred twenty (120) days following the close of each fiscal year of the Executing Agency, beginning with the fiscal year in which the Project was initiated and during the period stipulated in the Special Conditions.
- (iv) When the Special Conditions so require, three copies of the financial statements of the Borrower as of the close of each fiscal year, and supplementary financial information relating to such statements. The financial statements shall be submitted during the period stipulated in the Special Conditions, beginning with the fiscal year in which the Project was initiated and within one hundred twenty (120) days following the close of each fiscal year of the Borrower. This obligation shall not apply if the Borrower is the Republic or the Central Bank.
- (v) When the Special Conditions so require, three copies of the financial statements of the Executing Agency as of the close of each fiscal year, and complementary financial information relating to such statements. The statements shall be submitted during the period stipulated in the Special Conditions, beginning with the fiscal year in which the Project was initiated and within one hundred twenty (120) days following the close of each fiscal year of the Executing Agency.

(b) The statements and documents described in paragraphs (a)(iii), (iv) and (v) shall be submitted with the opinion of the auditing entity specified in the Special Conditions of this Contract and in accordance with requirements satisfactory to the Bank. The Borrower or the Executing Agency, as the case may be, shall authorize the auditing entity to provide the Bank with any additional information it may reasonably request with respect to the financial statements and audit reports issued.

(c) In cases in which the audit is to be performed by an official auditing agency and such agency is unable to perform the audit in accordance with requirements satisfactory to the Bank or within the periods mentioned above, the Borrower or the Executing Agency shall contract the services of a firm of independent public accountants acceptable to the Bank. The services of a firm of independent public accountants may also be utilized if the contracting parties so agree.

## CHAPTER VIII

### Provision on Encumbrances and Exemptions

**ARTICLE 8.01. Commitment on Encumbrances.** If the Borrower should agree to create any specific encumbrance on all or part of its assets or revenues to secure an external debt, it shall at the same time create an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from the Contract. However, the foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term "assets or revenues" shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

**ARTICLE 8.02. Tax Exemption.** The Borrower undertakes to ensure that both the principal and the interest and other charges of the Loan shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, negotiation, and execution of this Contract.

## CHAPTER IX

### Arbitration Procedure

**ARTICLE 9.01. Composition of the Tribunal.** (a) The Arbitration Tribunal shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Borrower, 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 the Referee shall be, or if one of the parties should not designate an 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, one 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 successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as his predecessor.

(b) If the controversy affects not only the Borrower but also the Guarantor, if any, both shall be considered a single party and consequently shall act jointly in the designation of the arbitrator and for the other purposes of the arbitration proceedings.



**ARTICLE 9.02. 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 which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed as to 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.

**ARTICLE 9.03. Convening of the Tribunal.** The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

**ARTICLE 9.04. Procedure.** (a) The Tribunal shall be competent to hear only the matters 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.

(b) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Contract, and shall issue an award even if either party should fail to appear or present its case.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two members of the Tribunal. It shall be handed down within approximately 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 award shall be notified to the parties by means of a communication signed by at least two members of the Tribunal, and shall be complied with within thirty (30) days from the date of notification. The award shall be final and will not be subject to any appeal.

**ARTICLE 9.05. Costs.** The fees of each arbitrator shall be paid by the party which appointed him 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 the other persons who, by mutual agreement, they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

**ARTICLE 9.06. Notification.** All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.

6. Community Victimization Survey

- 2.07 In order to compliment existing police data on crime and violence it is important to conduct a community victimization survey. This survey will provide additional information about both crime and violence levels and public perceptions of safety, willingness to report crimes, and attitudes about crime and crime control. It will provide information regarding the baseline of impact indicators of the programme, as well as, other indicators forming part of the project monitoring and evaluation system. It should also draw from the ACTIVA multi-center study coordinated by PAHO, carried out in selected cities in the Americas and by various centers of excellence of recognized expertise in violence prevention.

7. Design of Community-Level Planning for Prevention and Intervention Initiatives

- 2.08 This component will undertake a community scan to determine the quality of the environment, measured through the urban structure and the configuration of its social tissue, the institutions, and state and local resources available, how they work and the existing welfare conditions, emphasizing in the possible shortages and also determining the existence of possible mediation requests and the systems of social participation to achieve a social balance. With this information appropriate community based violence reduction interventions will be designed.

8. Assessment of Youth, Family and Community-focused NGOs

- 2.09 In addition to various cross-sectoral, preventive and rehabilitation programs currently being undertaken by the government, the private and non-profit sectors are also working on initiatives to prevent crime and violence and foster positive youth development. These organizations play an extremely important role in the delivery of essential services for youth, families, and communities. This component will carry out a capacity assessment and, based on this assessment, elaborate recommendations for strengthening and supporting the NGO sector with a focus on organizations that provide services to support positive youth development and prevent or reduce crime and violence.

9. Assessment of Government Children and Youth Programs

- 2.10 The Government of Guyana has several government-led programs that aim to reduce crime and violence affecting children and youth. There are at least five line-ministries that are currently implementing preventative and restorative programs for children and youth at-risk. However, the efforts are not being coordinated, there is duplication of efforts and both human and financial



resources are being wasted. This component will elaborate a map of all government led initiatives and then to develop a strategy to integrate and coordinate the different programs.

10. Programme Management

- 2.11 In order to assist in the preparation of the program, this component will support the establishment of Project Preparation and Implementation Units (PPIU) within the MoHA and another one at the GPF. These units will be responsible for the providing technical and administrative support during the preparation phase of the programme as well as during project implementation. The unit at the MoHA will be in charge of the activities dealing with the crime observatory, institutional strengthening of the MoHA and community interventions. The unit at the GPF will be in charge of all activities related to the strengthening of the GPF.

III. Total Amount of Financing

- 3.01 The total amount of Bank financing for this MAPPE is the equivalent of one million dollars (US\$1,000,000), in accordance with the following investment categories and sources of financing:

**Cost and Financing**  
(in US\$ dollars)

CATEGORIES	US\$ PPP	PERCENT
1. Crime Observatory System	50,000	5.0%
2. Support to the MoHA in the formulation of security policies	80,000	8.0%
3. Reform and Strengthening of the GPF	150,000	15.0%
4. Designs of Crime Laboratory rehabilitations of Police Stations	50,000	5.0%
5. Design of Project Monitoring and Evaluation System	37,000	3.7%
6. Victimization Surveys	50,000	5.0%
7. Design of Community Prevention Intervention and Services	90,000	9.0%
8. Assessment of youth, family and community focused NGOs	30,000	3.0%
9. Assessment of Government Children and Youth Programs	30,000	3.0%
10. Programme Management	410,000	41.0%
11. Contingencies	23,000	2.3%
<b>TOTAL</b>	<b>1,000,000</b>	<b>100%</b>

**IV. Execution**

- 4.01 The Executing Agencies will be responsible for the implementation of the Programme, which includes: (a) supervise the work of the individual consultants; (b) coordinate the work of the consultants involved in the Programme; (c) provide the necessary support to accomplish the objectives of the consultancies; and (d) the selection and contracting of consulting services as well as the procurement of goods and related services (different from the consulting services).
- 4.02 The Country Office in Guyana (COF/CGY) will have the responsibility for supervision and monitoring of the Programme.