

**DONOR AGREEMENT**

**FOR THE ESTABLISHMENT OF**

**THE ANTICORRUPTION ACTIVITIES FUND**

**March 19, 2007**

**THIS DONOR AGREEMENT** (the “Agreement”) between the Royal Ministry of Foreign Affairs of Norway (the “Ministry”) and the Inter-American Development Bank (the “IDB”) (individually a “Party”, together the “Parties”) is entered into as of March 19, 2007.

**WHEREAS**, the IDB is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development of its regional developing member countries in Latin America and the Caribbean, individually and collectively.

**WHEREAS**, the Ministry has decided to support the IDB’s regional initiatives aimed at strengthening the ability of institutions to fight corruption in Latin America and the Caribbean.

**WHEREAS**, the Ministry and the IDB are prepared to enter into an agreement whereby the Ministry wishes to make funds available to the IDB for the funding of activities which promote transparency by strengthening access to information in the IDB’s member countries as a mechanism to prevent corruption and enhance governance.

**WHEREAS**, the purpose of this Agreement is to set out the terms and conditions of the Anticorruption Activities Fund.

**WHEREAS**, the Anticorruption Activities Fund will be created under the IDB’s applicable policies and procedures, including the Program for the Development of Technical Cooperation Among Member Countries of the IDB (TC/Funds Program).

**NOW THEREFORE**, the Parties have reached the following agreement:

**ARTICLE 1:  
ESTABLISHMENT OF THE  
ANTICORRUPTION ACTIVITIES FUND**

1. The Parties hereby establish the Anticorruption Activities Fund (hereinafter referred to as the “Fund”), under the administration of the IDB, the purpose of which shall be to strengthen the IDB member countries’ institutional capacity in order to improve overall governance as a means to prevent and reduce corruption.
2. The Ministry shall contribute the amount of thirty million Norwegian kroner (NOK30,000,000) according to the following payment schedule:

<u>Date</u>	<u>Amount</u>
No later than May 1, 2007:	NOK10,000,000
No later than May 1, 2008:	NOK10,000,000
No later than May 1, 2009	NOK10,000,000

The foregoing contribution shall be subject to parliamentary approval.

3. The Fund shall accept contributions from any donor or donors through the subscription of the Letter of Adherence to this Donor Agreement provided in Annex 1, attached. All contributions are to be administered in accordance with the terms of this Agreement. In the event of subsequent contributions from other donors, the term "Parties" as used herein, shall include such donors.

## **ARTICLE 2: USE OF THE RESOURCES AND ACTIVITIES**

1. The resources of the Fund will be used to finance non-reimbursable technical cooperation projects, strategically focused on operations striving for more transparent societies, as the overarching goal, through the expansion of research and awareness, the strengthening of local capacity, and the facilitation of inter-institutional collaboration, consistent with the principles set forth in Annex 2.
2. The principal objectives of the Fund are to improve transparency in the region by strengthening access to information in the IDB's member countries through the following three closely related areas of intervention:
  - (a) Access to information
  - (b) Participatory mechanisms
  - (c) Monitoring mechanisms
3. The identification, preparation, appraisal and supervision of the projects and activities financed through the Fund, as well as the selection, recruitment and supervision of consultants, including individuals, consulting firms, semi-public and public institutions, non-governmental organizations, universities and research institutes hired for the purposes of providing technical assistance, will be carried out in accordance with the policies and procedures of the IDB.
4. The eligibility of beneficiaries of resources of the Fund shall be determined in accordance with IDB policy.
5. Nationals from all IDB member countries are eligible to be hired with the financial resources provided in the terms of this Agreement.

## **ARTICLE 3: FINANCIAL ASPECTS**

1. Contributions can be made to the IDB in United States dollars, or in Norwegian kroner (NOK) or the currency of any other donor country. United States dollar contribution amounts will be based on the NOK (or the currency of any other contributing donor) commitment amount, and the corresponding United States dollar equivalent amount shall be determined based on the rate of exchange in effect on the date of payment. Contributions made in Norwegian kroner or the currency of any other donor country will be converted by the IDB

into United States dollars using the rate of exchange in effect on the date of the currency conversion. The IDB may exchange the resources of the Fund at its discretion to other currencies to facilitate their management and investment.

2. At the request of the IDB and in accordance with the terms of this Agreement, the Ministry and other contributing donors shall deposit contribution resources in a bank account indicated by the IDB. Resources provided by the Ministry and by other contributing donors may be held by the IDB in a single account. The contributions will be administered in accordance with the provisions of this Agreement.
3. When depositing any contributions pursuant to this Agreement, the Ministry and other contributing donors will send by facsimile a copy of the "Request for Payment" to the IDB (facsimile number +1-202-623-3171) and a copy to the attention of the IDB Cash Management Section (facsimile number +1-202-623-2989), which will include: (i) the amount(s) deposited; (ii) the date of such deposit; and, (iii) any other relevant information, including the name and number of the project or activity for which such deposit has been made.
4. The IDB will commit the resources made available to it hereunder only if the IDB receives sufficient funds to cover any such commitment. The IDB will not be responsible for any exchange rate risk related to currency exchange.
5. The IDB may in its discretion invest and reinvest the resources of the contributions pending their disbursement. Any income will be added to the resources of the Fund, and will be used to finance projects or activities provided for under this Agreement and to cover costs contemplated herein, and will not be credited to the contribution(s) of any individual donor.
6. The IDB will exercise the same care in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own affairs, and will have no further responsibility to the Ministry or to other contributing donors in respect thereof.
7. All costs and expenses related to audits and other agreed-upon procedures, if any, including but not limited to those specified under Article 4, will be deducted from the resources of the Fund. Such charges will be reflected in the financial statements.
8. The IDB will charge and deduct an administrative commission of five percent (5%) on contributions received from the Ministry or from other contributing donors in order to defray the costs of administration.

#### **ARTICLE 4: REPORTING, MONITORING AND CONSULTATION**

1. The IDB will maintain separate books and records for the contributions provided by the Ministry and by other contributing donors hereunder; however, books and records shall not be kept or segregated by donor. The IDB will deliver to the Ministry and other contributing

donors the following statements and reports, which will be prepared in accordance with the policies and procedures of the IDB. The reporting currency will be the United States dollar.

2. No later than April 30 of each year, the IDB will furnish an unaudited annual report for the previous calendar year under this Agreement. This report will include such information as: (i) amounts received from the Ministry and other contributing donors; (ii) approved and disbursed amounts; (iii) income earned and costs charged; (iv) general description of the projects or activities and its implementation; and, (v) results achieved in respect of program objectives. Reporting for individual projects will not be made.
3. The IDB will provide the following reports, audited by the IDB's external auditor:
  - (a) The IDB will deliver to the Ministry and other contributing donors an audited financial statement of the Fund for each three-year period ending on December 31, by April 30 of the following year.
  - (b) Upon termination of this Agreement, the IDB will deliver to the Ministry and other contributing donors an audited financial statement of the Fund as of the termination date.
4. The Parties shall meet at least once a year, not later than June 15<sup>th</sup>, to review the annual report, the progress of the program, goals and objectives achieved and to discuss future activities of the Fund. The IDB shall prepare the agenda and the drafts of the agreed minutes for the annual meeting. The Parties will inform each other of their respective personnel assigned to oversee activities in relation to the development and administration of operations. The Ministry and other contributing donors shall be notified by the IDB of future activities to be funded under this Agreement.
5. The Ministry and other contributing donors will be allowed to monitor any activity funded under this Agreement upon providing the IDB with sufficient notice. Where feasible and reasonable, the IDB will provide assistance to the Ministry or other contributing donors while its representatives are carrying out such monitoring activities.

#### **ARTICLE 5: INSTITUTIONAL ASPECTS**

The IDB designates the Financial Support Services Sub-department (RE2/FSS) as the responsible unit for the administration of its obligations under this Agreement.

#### **ARTICLE 6: COMMUNICATIONS**

All written communications required or permitted by this Agreement will be directed to the following addresses:

For the Ministry:

Deputy Director General

Department for International Development Policy    **Tel:**                    (+47) 2224-3600

Royal Ministry of Foreign Affairs of Norway        **Fax:**                    (+47) 2224-9580

7 Juni Plasse, Viktoria Terrasse

Oslo 1, Norway

For the IDB:

Deputy Manager

Financial Support Services Subdepartment

Regional Operations Department 2 (RE2/FSS)

Inter-American Development Bank                    **Tel:**                    (+1) 202-623-3954

1300 New York Ave., NW                                **Fax:**                    (+1) 202-623-3489

Washington, D.C. 20577, U.S.A.

**ARTICLE 7:  
GENERAL**

1. Nothing in this Agreement may be construed as creating an agency relationship between the Ministry or other contributing donors and the IDB.
2. Subject to its policies and procedures with respect to the disclosure of information, the IDB may make this Agreement publicly available.

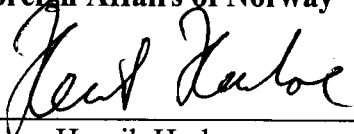
**ARTICLE 8:  
EFFECTIVENESS, AMENDMENT, TERMINATION AND  
SETTLEMENT OF DISPUTES**

1. This Agreement will become effective as of the date of its signature by the authorized representatives of the Ministry and of the IDB and until such time as this Agreement is terminated in accordance with this Article 8.
2. Amendments to any of the provisions of the Agreement may be made at any time in writing by the Parties, and may additionally be a subject of discussion in the regular meetings of the Parties, including annual meetings.
3. Any Party may terminate their respective participation in the Fund, and for the purpose of activities not committed as of the effective date of the notice of termination, with three months advance written notice to the IDB. Notwithstanding, unless otherwise agreed to in writing by the IDB and the party concerned, termination of this Agreement will not prejudice commitments expressly contemplated under this Agreement or the payment of the contractual obligations of the Fund that are entered into as of the date of receipt of the respective termination notice.

4. Subject to the foregoing, and except as otherwise provided herein, upon termination of a donor's participation in the Fund, a proportional uncommitted fund balance of the Fund will be returned to such donor, as of the termination date, which shall be calculated as further detailed herein. The proportion of the contributions made to the Fund by the retiring donor shall be multiplied by the uncommitted balance of the Fund, as of the termination date of the retiring donor. The resulting amount shall be adjusted by the IDB, as necessary, to reflect any variation based on the timing of the various contributions made to the Fund, the earnings and/or the expenditures of the Fund, and the relative terms of contributions made by other donors. Any calculation of the amount to be returned will be made in United States dollars. The amount returned will be subject to any adjustment resulting from the next audit of the Fund. The retiring donor commits to return to the IDB any amount required as a result of such audit adjustment.
5. The Parties will seek to settle amicably any disputes that may arise from or relate to this agreement.

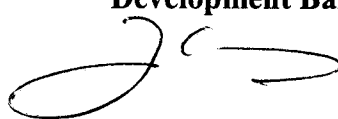
**IN WITNESS THEREOF**, the undersigned duly authorized thereto, have signed this Agreement in two (2) original copies in the English language, one for the Ministry and the other for the IDB, in Guatemala City, Guatemala on this 19<sup>th</sup> day of March, 2007.

**Royal Ministry of  
Foreign Affairs of Norway**



Henrik Harboe  
Deputy Director General

**Inter-American  
Development Bank**



Luis Alberto Moreno  
President

## LETTER OF ADHERENCE

**THIS LETTER OF ADHERENCE** (the "Letter of Adherence") between [ ] (the "Donor") and the Inter-American Development Bank (the "IDB") is entered into as of [ ], 20\_\_.

**WHEREAS**, a Donor Agreement for the Anticorruption Activities Fund between the Royal Minister of Foreign Affairs of Norway and the IDB was entered into as of [ ], 20\_\_ (the "Agreement").

**WHEREAS**, the Donor wishes to adhere to the Agreement and to make funds available to the IDB for the funding of activities contemplated under the Agreement.

**NOW THEREFORE**, the Parties have reached the following agreement:

### ADHERENCE TO THE DONOR AGREEMENT FOR THE ANTICORRUPTION ACTIVITIES FUND:

1. The Donor has decided to adhere to the Agreement and to support the Anticorruption Activities Fund (hereinafter referred to as the "Fund") established therein, and therefore shall contribute the amount of [ ] ([ ]). Such contribution will be payable as [ ] ([ ]) in cash and [ ] ([ ]) according to the following payment schedule:

**Date**

**Amount**

No later than [ ]:	[ ]
No later than [ ]:	[ ]
No later than [ ]:	[ ]
No later than [ ]:	[ ]

2. Contributions can be made to the IDB in United States dollars, or in the Donor's currency. United States dollar contribution amounts will be based on the Donor's currency commitment amount, and the corresponding United States dollar equivalent amount shall be determined based on the rate of exchange in effect on the date of payment. Contributions made in the Donor's currency will be converted by the IDB into United States dollars using the rate of exchange in effect on the date of the currency conversion. The IDB may exchange the resources of the Fund at its discretion to other currencies to facilitate their management and investment.
3. At the request of the IDB, the Donor shall promptly after the effective date of this Letter of Adherence, deposit contribution resources in a bank account indicated by the IDB.

The contribution will be administered in accordance with the provisions of the Agreement.



4. The Donor designates [ ] as responsible for the implementation of the Donor's obligations under this Letter of Adherence and the Agreement.
5. All written communications required or permitted by this Letter of Adherence or by the Agreement will be directed to the following addresses:

For the Donor:

[ ]  
[ ]  
[ ]  
[ ]

**Tel:** [ ]  
**Fax:** [ ]

For the IDB:

Deputy Manager  
Financial Support Services Subdepartment  
Regional Operations Department 2 (RE2/FSS)  
Inter-American Development Bank  
1300 New York Ave., NW  
Washington, D.C. 20577 U.S.A.

**Tel:** (+1) 202-623-3954  
**Fax:** (+1) 202-623-3489

6. Unless otherwise provided for herein, the terms of the Agreement will apply to this Letter of Adherence.
7. Subject to its policies and procedures with respect to the disclosure of information, the IDB may make this Letter of Adherence publicly available.

**IN WITNESS THEREOF**, the undersigned duly authorized thereto, have signed this Letter of Adherence in two original copies in the English language, one for the Donor and the other for the IDB.

[The Donor]

Inter-American  
Development Bank

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

## 1. Introduction

The Norwegian Ministry of Foreign Affairs, recognizing the demand in Latin American and Caribbean countries for better governance, has decided to support the Inter-American Development Bank (“IDB”) through a planned contribution of NOK 30,000,000.

## 2. Objectives of the Fund

The objective of the Fund will be to strengthen the IDB member countries’ institutional capacity in order to improve overall governance as a means to prevent and reduce corruption. To achieve this purpose the Fund will strategically focus on operations seeking more transparent societies by strengthening access to information in the IDB’s member countries.

## 3. Expected impact of the Fund

The activities undertaken with the Fund’s support will follow a comprehensive methodological approach that will cover (i) diagnostics; (ii) activity proposal; (iii) design of performance and monitoring indicators; and (iv) evaluation of the project accomplishments and its replicability in the region. It is expected that the activities supported by the Fund will strengthen the IDB’s capacity to support its member countries’ ongoing efforts in improving overall governance through:

**Better diagnostics**: the activities undertaken with the Fund’s support will provide the Bank with updated information on transparency levels in the region as well as with methodological tools to monitor changes and implementation of reforms.

**Operationalization**: the activities undertaken with the Fund’s support will offer the IDB concrete examples of best practices to build upon. Additionally, reforms aimed at enhancing transparency can serve as entry points to further institutional change.

**Innovation**: through the activities supported by the Fund, the IDB will engage in a learning process from which innovative approaches can be developed. The learning lessons arising from the implementation of the activities can offer valuable information on the alteration of incentives and strengthening the demand for better governance on the part of civil society, the private sector and possibly public institutions themselves, which in turn may inform future work at both a horizontal and vertical level.

**Monitoring and Evaluation**: the limited timeframe imposed by the Fund’s characteristics offers a good opportunity to measure impact of the interventions through (i) the evaluation of individual operations and (ii) the overall achievements of the Fund at its conclusion, helping identify to what extent results have been achieved in diagnosing, preventing and reducing corruption and, more importantly, how they have been achieved.

**Amendment No. 01**  
**to**  
**the Donor Agreement**  
**for**  
**the Establishment of the Anticorruption Activities Fund**  
**between**  
**the Inter-American Development Bank**  
**and**  
**the Royal Ministry of Foreign Affairs of Norway**  
**dated as of March 19, 2007**

**WHEREAS**, the Royal Ministry of Foreign Affairs of Norway (the “Ministry”) and the Inter-American Development Bank (the “Bank”) entered into a Donor Agreement for the Establishment of the Anticorruption Activities Fund (the “Fund”), as a multidonor trust fund administered by the Bank, on March 19, 2007 (the “Agreement”);

**WHEREAS**, Article 8, Section 2 of the Agreement provides that “amendments to any of the provisions of the Agreement may be made at any time in writing by the Parties, and may additionally be a subject of discussion in the regular meetings of the Parties, including annual meetings”; and

**WHEREAS**, the Ministry and the Bank have agreed to amend certain provisions of the Agreement to adapt it to the new policies of the Bank and new priorities of the Ministry.

**NOW, THEREFORE**, the Ministry and the Bank agree as follows:

1) Article 2, Section 1 is hereby superseded, which shall now read as follows:

“1. The resources of the Fund will be used to finance non-reimbursable technical cooperation projects, strategically focused on operations striving for more transparent societies, as the overarching goal, through the expansion of research and awareness, the strengthening of local capacity, and the facilitation of inter-institutional collaboration, consistent with the principles set forth in Annex 2. The Fund will enhance the IDB’s capacity to support governments’ efforts to include transparency and anticorruption mechanisms in their development policies, programs and institutions by contributing to the generation and dissemination of knowledge and analytical tools relevant to that purpose. It is expected that these stand alone products will contribute to the quality and impact of the programs the Fund finances by (i) identifying new trends and areas of strategic intervention for the Fund; (ii) providing technical inputs to the design of new programs; (iii) supporting the execution of Fund

financed programs; and (iv) promoting shared learning in the Latin America and the Caribbean region through the identification and dissemination of good practices and lessons learned.”

2) Article 2, Section 3 is hereby superseded, which shall now read as follows:

“3. The identification, preparation, appraisal and supervision of the projects and activities financed through the Fund, as well as the selection, recruitment and supervision of consultants, including individuals, consulting firms, semi-public and public institutions, non-governmental organizations, universities and research institutes hired for the purposes of providing technical assistance, will be carried out in accordance with the policies and procedures of the IDB, including, for the avoidance of doubt, any operational guidelines that the Bank may approve for this Fund.”

3) A new Section 6 is hereby added to Article 2, which shall read as follows:

“6. In accordance with the applicable IDB policies, the resources of the Fund may also support technical cooperation operations executed by IDB staff members, by financing their costs of delivering Fund-financed technical cooperation operations (including salaries, benefits, travel and overhead costs). For the avoidance of doubt, the resources of the Fund may not supplement the budget of an IDB department or division for routine or customary activities.”

4) A new Section 7 is hereby added to Article 2, which shall read as follows:

“7. To support the activities of the Fund, the resources of the Fund may also be used to finance trust fund appointee(s) and the benefits that the IDB recognizes for such appointments.”

5) Article 3, Section 7 is hereby superseded, which shall now read as follows:

“7. All costs and expenses related to audits, the External Evaluations and other agreed-upon procedures, if any, but not limited to those specified under Article 4, will be deducted from the resources of the Fund. Such charges will be reflected in the financial statements of the Fund.”

6) Article 4, Section 2 of the Agreement is hereby superseded, which shall now read as follows:

“2. No later than April 30 of each year, the IDB will furnish an unaudited annual report on activities approved during the previous calendar year under this Agreement. This report will include such information as: (i) amounts received from the Ministry and other contributing donors; (ii) approved and disbursed amounts; (iii) income earned and costs charged; (iv) a general description of the projects or activities and its implementation; and (v) information about the External Evaluations undertaken (as defined below in Article 4, Section 6). Upon request of the Ministry and/or other



contributing donors, the IDB will provide individual reporting for specific projects, in the format and with content kept by the IDB in the standard course of execution of projects, once reports have been internally approved.”

7) A new Section 6 is hereby added to Article 4, which shall read as follows:

“6. Together with the audited financial statements, the IDB shall provide the Ministry and other contributing donors with the results of an external evaluation (the “External Evaluation”) of the Fund, which shall consider the development impacts of the Fund. The IDB shall be responsible for contracting the services for the External Evaluation.”


8) A new Section 3 is hereby added to Article 7, which shall read as follows:

“3. Any use of information related to activities of the IDB will be subject to the IDB’s policies on the disclosure of information. Further, the Parties agree that when, and if, the projects and/or activities financed through the Fund pertain to matters that may not be subject to public disclosure, including information concerning private sector or non-sovereign clients of the IDB, the Ministry and other contributing donors will treat any such information as confidential, which it will not disclose or reproduce in any way without the prior written consent of the IDB.”

9) This Amendment shall enter into force on the date of the last signature by the parties herein, and shall constitute an amendment to, and form an integral part of, the Agreement, and shall be binding on any future contributing donor of the Fund. All other terms and provisions of the Agreement not expressly modified herein shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.


The Royal Ministry of Foreign Affairs of Norway and the Inter-American Development Bank, each acting through its authorized representative, have signed this Amendment in two (2) original counterparts in the English language on the dates indicated below.

**ROYAL MINISTRY OF FOREIGN  
AFFAIRS OF NORWAY**

  
Henrik Harboe  
Deputy Director General  
Multilateral Bank and Finance Section

Date: Feb. 4, 2009

**INTER-AMERICAN  
DEVELOPMENT BANK**

  
Marguerite S. Berger  
Chief  
Grants and Co-financing Management Unit  
Vice Presidency for Countries

Date: Dec. 16, 2009

**Amendment No. 02**

**to the Donor Agreement for the Establishment of the Anticorruption  
Activities Trust Fund**

***between***

**the Inter-American Development Bank**

***and***

**the Royal Ministry of Foreign Affairs of Norway dated as of March 19, 2007**

*AG*

**Amendment No. 02**  
**to**  
**the Donor Agreement**  
**for**  
**the Establishment of the Anticorruption Activities Trust Fund**  
**between**  
**the Inter-American Development Bank**  
**and**  
**the Royal Ministry of Foreign Affairs of Norway**  
**dated as of March 19, 2007**

**WHEREAS**, the Royal Ministry of Foreign Affairs of Norway ("Norway") and the Inter-American Development Bank (the "Bank") entered into the Donor Agreement for the Establishment of the Anticorruption Activities Trust Fund as a multi-donor trust fund administered by the Bank (the "Fund"), on March 19, 2007, as amended pursuant to Amendment No. 01 between Norway and the Bank dated as of February 4, 2010 (the "Agreement");

**WHEREAS**, Article 8, Section 2 of the Agreement provides that "amendments to any of the provisions of the Agreement may be made at any time in writing by the Parties, and may additionally be a subject of discussion in the regular meetings of the Parties, including annual meetings";

**WHEREAS**, Norway and the Bank wish to further amend the Agreement to better reflect the focus of activities of the Fund in the future; and

**CONSIDERING THAT**, Norway also wishes to make available to the Bank an additional non-reimbursable contribution to the Fund.

**NOW, THEREFORE**, Norway and the Bank agree as follows:

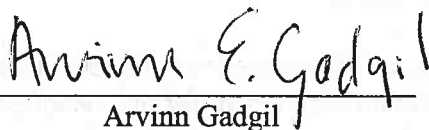
1. To amend the title of the Agreement from "Donor Agreement for the Establishment of the Anticorruption Activities Trust Fund" to "Donor Agreement for the Establishment of the Transparency Fund".
2. Norway has decided to make available an additional non-reimbursable contribution to the Fund, and shall contribute the amount of two million, four hundred forty one thousand, seven hundred thirty eight dollars and twenty two cents (US\$2,441,738.22) (the "Contribution").
3. The Contribution shall consist of proceeds payable to Norway under the Bank's maintenance of value conversion in accordance with Norway's letter to the Bank, dated

June 12, 2012, attached hereto as Annex A, to finance the activities contemplated in the Agreement.

4. Following the signature of this Amendment No. 02 by the parties hereto, the Bank shall execute the appropriate actions to transfer the Contribution in one single installment to the account designated by the Bank. The Contribution will be disclosed in the annual report specified in Article 4, Section 2 of the Agreement as resources received from Norway.
5. Pursuant to Article 3, Section 8 of the Agreement, the Bank will deduct and charge an administrative fee of five percent (5%) of the total amount of the Contribution at the time the Contribution is transferred to the account designated by the Bank.
6. The Contribution will be administered in accordance with the provisions of the Agreement.
7. This Amendment No. 02 shall enter into force on the date of the last signature by the parties herein, and shall constitute an amendment to, and form an integral part of, the Agreement, and shall be binding on any future contributing donor of the Fund. All other terms and provisions of the Agreement not expressly modified herein shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
8. Subject to their respective policies and procedures with respect to the disclosure of information, Norway and the Bank may make this Amendment No.02 publicly available.

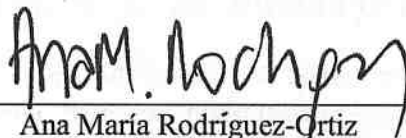
**IN WITNESS WHEREOF**, the Royal Ministry of Foreign Affairs of Norway and the Inter-American Development Bank, each acting through its duly authorized representative, have signed this Amendment No. 02 in two (2) original counterparts in the English language, in Brasilia, Federative Republic of Brazil on this 9 day of November, 2012.

**ROYAL MINISTRY OF FOREIGN  
AFFAIRS OF NORWAY**



Arvinn Gadgil  
State Secretary for International Development

**INTER-AMERICAN  
DEVELOPMENT BANK**



Ana María Rodríguez-Ortiz  
Sector ~~Manager~~  
Institutions for Development Sector