



LEG/SGO/CID/IDBDOCS#1616072

Merrily Newton
Senior Vice President and CFO
Entertainment Industry Foundation
1201 West 5th Street, Suite T-700
Los Angeles, CA 90017

Ref: Mexico. Non-reimbursable Technical Cooperation No. ATN/KP-11166-ME. Pilot project to improve awareness of cancer risk factors and the use of cancer screening services in Mexico.

Dear Ms. Newton:

This letter of agreement (the “Agreement”) between the Entertainment Industry Foundation (“EIF”) and the Inter-American Development Bank, acting in its capacity as Administrator of the Korea Poverty Reduction Fund, (the “Bank”), which we are submitting for your consideration, is to formalize the terms of a non-reimbursable contribution (the “Contribution”), for the amount of up to one million dollars, which shall be chargeable to the resources of the Korea Poverty Reduction Fund, to finance the costs of a technical cooperation project to increase the awareness of cancer risk factors and the use of cancer screening services among vulnerable populations in Veracruz, Mexico (the “Project”), which is detailed in the Annex of this Agreement. Unless otherwise stated in this Agreement, the term “dollars” shall hereinafter refer to the currency of legal tender in the United States of America.

This Agreement is entered into pursuant to the Letter of Agreement signed between the Government of Korea and the Inter-American Development Bank dated July 27, 2005, as amended.

The Bank and EIF agree upon the following:

First. **Parts of the Agreement.** This Agreement consists of this part one, referred to as the “Special Conditions”; part two, referred to as the “General Conditions”, and the Annex, which are attached hereto. The prevalence between the above-mentioned Sections and the Annex is established in Article 1 of the General Conditions.

ATN/KP-11166-ME

Second. Executing Agency and Beneficiary. The Executing Agency of this Project shall be EIF. The State of Veracruz, Mexico, shall be the Beneficiary.

Third. Conditions Prior to First Disbursement. The first disbursement of the Contribution shall be subject to the fulfillment, to the satisfaction of the Bank, of the conditions set forth in Article 2 of the General Conditions.

Fourth. Disbursement of Funds. Upon fulfillment of the conditions prior to first disbursement indicated in Clause Third above, EIF will receive from the Bank an advance of funds equivalent to 40% of the total Contribution. The expenditures paid with these funds will be justified ex-post based on submission of invoices and receipts in accordance with IDB procedures. The remainder of funds will be disbursed based on the submission of invoices and receipts in accordance with IDB procedures.

Fifth. Deadlines. (a) The period for execution of the Project shall be twelve (12) months, from the effective date of this Agreement.

(b) The Executing Agency must submit invoices and receipts to the Bank within eighteen (18) months from the effective date of this Agreement in order to be reimbursed from the resources of the Contribution. Any part of the Contribution which has not been utilized within this period shall be canceled.

(c) The aforementioned deadlines and any others that may be stipulated in this Agreement may be extended, when duly justified, with the written consent of the Bank.

Sixth. Total Cost of the Project and Counterpart Resources. (a) The cost of the Project is estimated at US\$2,000,000 funded in the following manner: up to US\$ 1 million to be provided by the Bank from the Korea Poverty Reduction Fund and up to US\$1,000,000 to be provided by EIF as an in-kind contribution in the production of the Public Service Announcement (PSA) (the "Counterpart Resources").

(b) The resources provided by the Bank and the Executing Agency shall be used to finance the cost categories which are chargeable to it, as established in the Project's budget included in the Annex.

Seventh. Currencies for Disbursements. The Bank shall disburse the Contribution in dollars. The Bank may convert these convertible currencies into other currencies, including the local currency by applying the exchange rate indicated in Article Seven of the General Conditions.

Eighth. Selection and contracting of consulting services. The selection and contracting of consulting services shall be carried out by EIF in accordance with the provisions set forth in Document GN-2350-7 ("Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank") dated July, 2006. EIF confirms its familiarity with the provisions of Document GN-2350-7. EIF will be able to use the single-source selection procedure set forth in Section III, paragraph 3.9 of Document GN-2350-7 for

retaining the services of Robertson Schwartz Agency and Fly Production due to their unique abilities to provide the necessary services required for the project.

Ninth. Review by the Bank. Unless the Bank agrees otherwise in writing, each contract for consulting services shall be subject to an ex post review, in accordance with the procedure set forth in paragraph 4 of Appendix 1 of Document GN-2350-7.

Tenth. Reports and Auditing. (a) EIF undertakes to present to the satisfaction of the Bank, and within hundred and twenty (120) days after the date of the last disbursement of the Contribution, the financial statements of the Project duly certified by a firm of independent accountants pursuant to the provision set forth in Article 11(b) of the General Conditions. The costs associated with the hiring of the auditing firm will be financed with resources of the Contribution.

(b) In addition, the EIF shall present to the Bank the following reports: (i) a midterm report on the progress of project execution; and (ii) a final report including an evaluation of the activities completed and the results achieved.

Eleventh. Information Disclosure. EIF undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers any part of the Agreement to be confidential or sensitive, in which case EIF 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 Agreement available to the public once it has been signed and has entered into effect, with the sole exception of that information which EIF has specifically identified as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

Twelfth. Notice. Any notice, request, or communication from one party to another by virtue of this Agreement shall be made in writing and shall be considered to have been made when the relevant documents are delivered to the addressee, unless the parties otherwise agree in writing. If to EIF, such notice shall be addressed to the same address indicated above. If to the Bank, such notice shall be addressed to:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.

Facsimile: (202) 623-3096

Please confirm your acceptance of the terms and conditions of this Agreement, in representation of EIF, by signing and returning one of the originals to the Bank's Headquarters in Washington, D.C.

This Agreement shall be signed in two (2) originals of equal tenor by duly authorized representatives, and will become effective on the date of its signature by EIF.

Yours Faithfully,

/f/: Kei Kawabata

Kei Kawabata
Social Sector Manager

AGREED:

/f/: Merrily Newton

Merrily Newton
Senior Vice President and CFO
Entertainment Industry Foundation

Date: 11.26.08

**GENERAL CONDITIONS APPLICABLE TO
NONREIMBURSABLE TECHNICAL COOPERATIONS**

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

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

Article 2. Conditions Prior to First Disbursement. (a) The first disbursement of the Contribution shall be subject to the fulfillment of the following requirements by the Executing Agency:

- (i) designation of the person or persons authorized to represent it in all acts relating to the execution of this Agreement, and submission to the Bank of authenticated specimen signatures of such persons. If two or more officials are designated, the designation shall indicate whether they may act severally or jointly;
- (ii) submission to the Bank of a request for disbursement justified in writing; and
- (iii) presentation to the Bank of a timetable for use of the Counterpart Resources.

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

Article 3. Disbursement Procedure. (a) The Bank shall make disbursements of the Contribution to the Executing Agency, each time it requests such disbursements and provides justification, to the Bank's satisfaction, for the expenses to be paid with the Contribution.

(b) At the request of the Executing Agency and provided that the requirements set forth in paragraph (a) of Article 2 above and in the Special Conditions have been satisfied, the Bank may establish a revolving fund with the Contribution, which the Executing Agency, shall utilize to cover eligible Project expenses charged against the Contribution. The Executing Agency shall inform the Bank about the status of the revolving fund within a period of sixty (60) days from the closing date of each fiscal quarter.

(c) The Bank may replenish the revolving fund entirely or in part as the resources are used, if the Executing Agency so requests and presents to the Bank's satisfaction, a detailed statement of expenses charged to such fund, together with the supporting documents thereof and a justification for such request. The detailed statement of expenses shall be submitted according to the Detailed Budget as set forth in the Annex of this Agreement.

Article 4. Expenditures Chargeable to the Contribution. The Contribution shall exclusively finance those eligible expenses which are set forth in the Project budget contained in the Annex . Only direct and actual Project expenses may be charged to the Contribution. Indirect or general operating expenses, which are not included in the Project budget, cannot be charged to the Contribution.

Article 5. Request for Final Disbursement. The Executing Agency shall present the final request for disbursement of the Contribution, accompanied by the appropriate supporting documentation, to the Bank's satisfaction, at least thirty (30) days before the expiration of the disbursement period referred to in the Special Conditions of this Agreement, or of any extension thereto that the parties may have agreed upon in writing. This final request for disbursement shall include the supporting documentation required for payment of the auditing services mentioned in Article 11 of these General Conditions.

Article 6. Suspension and Cancellation of Disbursements and Other Measures. (a) The Bank may suspend the disbursements or cancel the Contribution if any of the following circumstances occurs: (i) the failure of the Executing Agency to fulfill any obligation stipulated in this Agreement; (ii) if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent, or representative of the Executing Agency or Contracting Agency, has engaged in an act of fraud and corruption during the bidding process, negotiation of a contract, or the execution of the contract; or (iii) any circumstance which, in the Bank's opinion, may render unlikely the attainment of the objectives of the Project. Under these circumstances, the Bank shall notify the Executing Agency in writing so that it may present its points of view, and after thirty (30) days from the date of the Bank's notice, it may suspend the disbursement or cancel the undisbursed portion of the Contribution.

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

(c) The Bank may cancel the part of the Contribution pertaining to the procurement of certain goods, works or related services, or consulting services, if it determines at any time that: (i) the procurement was carried out without following the procedures set forth in this Agreement; or (ii) representatives of the Executing Agency or Contracting Agency have committed any acts of fraud and corruption, either in the process of selecting the supplier or consultant or in the negotiation or execution of the respective contract, and the Executing Agency has not taken timely and remedial

measures, observing the due process guarantees of the legislation of the Executing Agency 's country, which are acceptable to the Bank.

(d) For the purposes of the above paragraph, acts of fraud and corruption shall be understood to include, but not be limited to, acts of: (i) a corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party; (ii) a fraudulent practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and (iv) a collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(e) If, in accordance with the administrative procedures of the Bank, it is demonstrated that any firm, entity or individual bidding for or participating in a Bank-financed Project including, *inter alia*, bidders, suppliers, contractors, sub-contractors, applicants, consultants, Executing Agency or Contracting Agency (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:

- (i) decide not to finance any proposal to award a contract or contracts awarded for works, goods, related services and consultant services financed by the Bank;
- (ii) suspend disbursement of the Contribution as described in Article 6 (a) above of these General Conditions if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
- (iii) cancel, the portion of the Contribution earmarked for a contract as described in Article 6 (c) above of these General Conditions, when there is evidence that the representative of the Executing Agency has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Executing Agency's country legislation;
- (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
- (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed Projects except under such conditions as the Bank deems to be appropriate;
- (vi) refer the matter to appropriate law enforcement authorities; and/or

- (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.

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

(g) The provisions established in the precedent paragraphs (a) and (c) shall not affect the disbursement by the Bank of any amounts which the Bank by specific written agreement with the Executing Agency or Contracting Agency, as the case may be, has agreed to provide from the resources of the Contribution to make payments to a supplier of goods and related services or consultant services. The exceptions set forth in this paragraph (g) shall not apply if the Bank determines that acts of fraud and corruption occurred with respect to the procurement of, or the negotiation or execution of the contract for, such goods and related services or consultant services.

Article 7. Exchange Rate for Projects Financed with Funds Expressed in Dollars of the United States of America. (a) Disbursements:

- (i) The equivalence in dollars of the United States of America of other convertible currencies in which the disbursements of the Contribution might be made, shall be calculated applying the exchange rate in effect in the market on the date of the disbursement; and
- (ii) the equivalence in dollars of the United States of America of the local currency, or other non-convertible currencies, in the case of regional Projects, in which the disbursements of the Contribution might be made, shall be calculated applying, on the date of the disbursement, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency, or other non-convertible currencies, in the case of regional Projects, held by the Bank.

(b) Expenses:

- (i) The equivalence in Dollars of the United States of America of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.
- (ii) The equivalence in Dollars of the United States of America of an expenditure made in local currency, or in other non-convertible currencies, in the case of regional Projects, shall be calculated applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the respective

country for the purpose of maintaining the value of its currency held by the Bank.

- (iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Executing Agency, or any other natural or legal person to whom the right to make expenditures has been delegated, makes the respective payments to the contractor, consultant or supplier.

Article 8. Exchange Rate for Projects Financed with Funds Constituted in Convertible Currencies Other than the US Dollar. (a) Disbursements. The Bank may convert the disbursed currency chargeable to the resources of the trust fund indicated in the Special Conditions in:

- (i) other convertible currencies applying the exchange rate in effect in the market on the date of the disbursement; or
- (ii) the local currency or other non-convertible currencies, in the case of regional Projects, applying, on the date of the disbursement, the following procedure: (A) the equivalence of the currency of the trust fund indicated in the Special Conditions shall be calculated in Dollars of the United States of America, applying the exchange rate in effect in the market; (B) next, the equivalence of these Dollars of the United States of America shall be calculated in local currency or other non-convertible currencies, in the case of regional Projects, applying the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank.

(b) Expenses: (i) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

- (ii) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made in local currency or other non-convertible currencies, in the case of regional Projects, shall be calculated in the following manner: (A) the equivalence in Dollars of the United States of America of such expenditure, applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank; (B) next, the equivalence in the currency of the trust fund indicated in the Special Conditions of the value of the expenditure in Dollars of the United States of America, shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

- (iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Executing Agency, or any other natural or legal person to whom the right to make expenditures has been delegated, makes the respective payments to the contractor, consultant or supplier.

Article 9. Other Contractual Obligations of Consultants. In addition to the special requirements, if any, included in the Special Conditions, Annex or Annexes and in the respective terms of reference, the Executing Agency agrees that contracts signed with Consultants shall also specify the Consultants' obligations to:

- (a) provide any clarifications or additional information that the Executing Agency or the Bank consider necessary with respect to the Consultants' reports required under the terms of their respective contracts;
- (b) provide the Executing Agency and the Bank with any additional information as they may reasonably request concerning the performance of their work;
- (c) in the case of international consultants, perform their work in an integrated manner with the local professional staff assigned or contracted by the Executing Agency to participate in the execution of the Project, with a view to carrying out technical and operational training of such staff by the conclusion of the work;
- (d) assign copyrights, patents and any other form of intellectual property right to the Executing Agency in cases where such rights result from the work and documents carried out by the Consultants under the consulting contracts financed with the Contribution ; and
- (e) notwithstanding paragraph (d) above, in order to obtain a timely dissemination of the results of the Project, the Bank authorizes the Executing Agency, to make use of the products resulting from the consulting services financed with the Contribution, with the understanding that the Executing Agency, shall utilize such consulting products under the terms set forth in Article 15 of these General Conditions.

Article 10. Acquisition of Goods and Services. (a) The Executing Agency may acquire, chargeable to the Contribution, the goods and services (other than consulting services) required for the execution of the Project, in an amount not to exceed the allocation specified for that purpose in the budget set forth in the Annex that describes the Project.

- (b) When the goods acquired and services (other than consulting services) contracted for the Project are entirely financed with local counterpart contribution, the Beneficiary shall, whenever possible, follow procedures that allow the participation of several bidders, and shall take into account principles of economy, efficiency and price reasonability.
- (c) When sources of financing other than resources of the Contribution are used, the Executing Agency may agree with the financing entity the procedure to be followed for the acquisition of goods and services and such procedure shall govern that acquisition. Notwithstanding

the foregoing, at the Bank's request, the Executing Agency shall prove the reasonability of both the price agreed upon or paid for the acquisition of such goods and services, and of the financial conditions of such credits. The Executing Agency shall likewise demonstrate on request that the quality of the goods meets all specified technical requirements of the Project as set forth in this Agreement, if any.

(d) During the execution of the Project, the goods and services referred to in subsection (a) above shall be used exclusively for the execution of the Project.

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

Article 11. Financial Statements. (a) When the period for execution of the Project exceeds one (1) year, and the amount of the Contribution exceeds one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Executing Agency, undertakes to submit, to the Bank's satisfaction:

- (i) annual financial statements, and one final financial statement, regarding Project expenditures charged to the Contribution and to the Counterpart Resources. These financial statements shall be audited by independent public accountants acceptable to the Bank, in accordance with procedures satisfactory to the Bank;
- (ii) the annual financial statements shall be presented no later than ninety (90) days following the close of each year of execution, beginning with the year that corresponds to the fiscal year in which disbursements of the Contribution begin; and the final financial statement shall be presented no later than ninety (90) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article. These time periods shall only be extended with the written consent of the Bank; and
- (iii) the Bank may suspend disbursements of the Contribution, if it does not receive, to its satisfaction, the annual financial statements within the periods stipulated in paragraph (ii) above, or within any extension of these periods it may have authorized.

(b) When the period for execution of the Project does not exceed one (1) year, or the amount of the Contribution is equal to or less than the equivalent of one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Executing Agency, undertakes to submit to the Bank's satisfaction, and within one hundred and twenty (120) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article, a financial statement of Project expenditures charged to the Contribution and to the

Counterpart Resources, audited by independent public accountants acceptable to the Bank and in accordance with procedures satisfactory to the Bank.

Article 12. Internal Control and Records. The Executing Agency or the Contracting 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 for a minimum of three (3) years after the date of final disbursement of the Contribution, in such a way that: (a) make it possible to identify the sums received from the various sources; (b) show, in accordance with the Detailed Budget specified in the Annex, the investments in the Project, both with the resources of the Contribution and with the other funds to be provided for its complete execution; (c) include sufficient detail to show the works performed, the goods acquired and the services contracted, as well as the utilization of such works, goods and services; (d) such documents include documentation relating to the bidding process and the execution of the contracts financed by the Bank including, but not limited to, bid requests, bid packages, summaries, bid evaluations, contracts, correspondence, work product and drafts, and invoices, including documents relating to the payment of commissions, and payments to agents, consultants and contractors, if applicable; and (e) show the costs incurred in each category of the budget and the progress of the Project.

Article 13. Inspections. (a) The Bank may establish such inspection procedures as it deems necessary to assure the satisfactory development of the Project.

(b) The Executing Agency and the Contracting 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 or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Executing Agency or the Contracting Agency, as the case may be, shall, upon request of an authorized representative of the Bank, provide to the Bank any documents, including procurement-related documents, that the Bank might reasonably request. In addition, the Beneficiary, the Executing Agency and the Contracting Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents. The Executing Agency or the Contracting Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld. All such documents shall be considered confidential and shall not be disclosed to any third party by the Bank except to the extent necessary for the Bank to enforce its rights under this Agreement.

(d) If the Executing Agency or Contracting Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank in its sole discretion, may take appropriate action against the Executing Agency or Contracting Agency, as the case may be.

Article 14. Other Commitments. The Executing Agency shall also:

- (a) provide the Consultants and local experts with secretarial services, offices, office supplies, communication services, transport and any other logistical support required for the execution of their work;
- (b) present to the Bank a copy of the Consultants reports and their comments thereof upon request;
- (c) provide the Bank with any other additional information or legal reports as it may reasonably request concerning execution of the Project and the use of the Contribution and the Counterpart Resources provided that any information or reports protected by attorney-client privilege shall be exempt from this requirement; and
- (d) keep the Bank's Representative in the respective country or countries informed of all material aspects of the Project.

Article 15. Publication of Documents. Any document issued under the Bank's name or logotype, as part of a special Project, joint program, research Program or any other event financed with the resources of the Project intended for publication, shall be previously approved by the Bank.

Article 16. Supervision in the Field. Without prejudice to the supervision of the Project activities performed by the Executing Agency, the Bank may supervise the Project in the field through its Country Office in the country or countries as it may designate for such purpose.

Article 17. Limitation of the Bank's Obligation. It is understood that the granting of the Contribution by the Bank does not constitute any obligation whatsoever to totally or partially finance any Project or Project that may be undertaken directly or indirectly as a result of the execution of the Project.

Article 18. Arbitration. For the solution of any controversy which may arise hereunder and which is not resolved by agreement of the parties, said parties shall unconditionally and irrevocably submit to the following arbitration procedure and award:

- (a) **Composition of the Tribunal.** The Arbitration Tribunal shall be composed of three (3) members, to be appointed in the following manner: one by the Bank, another by the Executing Agency, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties fail to agree on who shall be the Referee, or if one of the parties fails to appoint the Referee, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, he 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 perform the same functions and shall have the same powers as his predecessor.

(b) **Initiation of the Procedure.** In order to submit the controversy to arbitration the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation sought, and the name of the arbitrator it has appointed. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it has appointed as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

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

(d) **Procedure.**

- (i) The Tribunal shall be competent only to hear the matter in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity of making oral presentations.
- (ii) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Agreement, and shall issue an award even if either party should fail to appear or to present its case.
- (iii) The award shall be in writing and shall be adopted with the concurrent vote of at least two of the members of the Tribunal. It shall be handed down within sixty (60) days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The parties shall be notified of the award by means of a communication signed by at least two members of the Tribunal. The parties agree that any award of the Tribunal shall be complied with within thirty (30) days from the date of notification and it shall be final and not be subject to any appeal.

(e) **Costs.** The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of any other person who by mutual agreement, they deem should participate in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself may determine the compensation reasonable for such person under the circumstances. Each party shall defray its own expenses in the arbitration proceedings but the expenses of the Tribunal shall be divided and borne equally by both parties. Any doubt regarding the division of expenses or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

(f) **Notification.** All notifications regarding the arbitration proceeding or to the award shall be made in the manner provided in the present Agreement. The parties expressly waive any other form of notification.

ANNEX

THE PROJECT

Pilot project to improve awareness of cancer risk factors and use of cancer screening services in Mexico

I. Purpose

- 1.01** The Project seeks to increase awareness of cancer risks and the use of cancer screening services amongst vulnerable populations in Veracruz, Mexico, through a civil society-based pilot project using public service announcements. The specific objectives of this project are to: (i) increase demand for cancer screening in Veracruz, Mexico in order to reduce breast and cervical-uterine cancer incidence in that state; (ii) increase awareness of cancer risks amongst vulnerable populations; and (iii) determine if the pilot project in the state of Veracruz can serve as a model for similar cancer screening and awareness-raising activities in Mexico and throughout Latin America.

II. Description of Components

- 2.01 Component 1 – Mapping and marketing plan.** The project will focus, over the course of six months, on the prevention of breast cancer and cervical-uterine cancer by promoting healthy behaviors to mitigate cancer risk factors and early detection to increase life expectancy as well as reduce the cost of treatment. The proposed project will begin by developing a marketing plan for the PSA campaign which will describe the epidemiology of priority cancers in the State of Veracruz, and develop the specifics of activities planned for the PSA campaign, including focus groups to inform the development of PSA messages. A report will also be prepared on the availability of screening services throughout the state of Veracruz as input to a logistical plan aimed at connecting citizens with the appropriate health care institutions to be developed by health authorities in the state of Veracruz. Specific deliverables of this first phase include the following:
- i. A marketing/public relations plan for the PSA campaign that will include:
 - (a) information on the incidence and prevalence of priority cancers, broken out by type and profile of affected individuals, in the state of Veracruz to inform the Public Service Announcements (PSA) campaign;
 - (b) objectives of the PSA campaign; and
 - (c) details about the execution of the PSA campaign (see component 2 below). In the event EIF provides assistance, the costs of such assistance may be charged against the Contribution as indicated in the Budget.

- ii. Focus groups designed to gain insight into the beliefs, knowledge and behaviors of vulnerable populations with respect to known cancer risk factors such as smoking, diet, exercise and related, and to test PSA messages. The focus groups will be used to inform the messaging included in the PSA campaign. In the event EIF provides assistance, the costs of such assistance may be charged against the Contribution as indicated in the Budget.
- iii. A report, or “Service Availability Study” on the availability of health care facilities throughout Veracruz to be provided by the State of Veracruz. This report will pinpoint the location of available hospitals, clinics, and other facilities as well as information about their affiliation (i.e. Social Security, private, etc.) and the availability of screening equipment and the training status of involved providers regarding screening procedures and patient counseling and referral. This report will serve as input to on-going efforts by state authorities to logistically link vulnerable populations mobilized by the PSA campaign to health facilities providing cancer screening services. In the event EIF provides assistance, the costs of such assistance may be charged against the Contribution as indicated in the Budget.

2.02 Component 2 - PSA Campaign. The project will then launch a state-wide PSA campaign through channels such as television, radio, and billboard. The PSA campaign will aim to increase demand for screening services by educating the public on cancer prevention practices and by making citizens aware of opportunities to visit appropriate cancer screening facilities. The campaign will consist of the following activities: The objective of the PSA program is to raise awareness and educate and motivate the viewers through the use of local and international celebrities to actually get screened and go back for results. This will be executed as follows:

- i. EIF will produce one PSA. The PSA will be written, produced, and edited featuring actress Salma Hayek.
- ii. The PSA will be distributed to different TV stations, overseen to assure that stations give agreed air time, and include alternative ways to show the PSA such as billboards, local magazines, and radio voiceovers. This will include creative design, writing, working with distribution avenues, travel, and oversight and alliances. In the event EIF provides assistance, the costs of such assistance may be charged against the Contribution as indicated in the Budget.

2.03 Component 3 - Impact Evaluation. An impact evaluation, to be designed with a baseline implemented prior to PSA launch, will aim to capture the results of the pilot project. The evaluation will measure the effectiveness of the communications and screening campaign on the knowledge, attitudes and practices of vulnerable populations

and on the rate of use of screening services offered by participating providers. The results may help to illustrate good practices around effective PSA campaigns as well as the impact that greater awareness has on screening and treatment rates at the population and facility levels. The Bank expects the pilot will serve as a model for the design of future cancer screening/public communications projects, both in Mexico and abroad. The anticipated deliverable from this third phase of the project is a survey to be conducted both during and after the PSA implementation to determine the effectiveness of the campaign on citizens. This survey will look at whether and how citizens were impacted by the PSA campaign. EIF will provide the final survey data to the Bank.

III. Cost of the Project and Financing Plan

3.01 The estimated cost of the Project is the equivalent of US\$2,000,000, according to the following distribution of investment categories and sources of financing:

	IDB/KPR CONTRIBUTION	EIF IN-KIND	TOTAL
Component 1: Mapping and marketing plan			
▪ Mapping of cancer and marketing plan	297,250	-	
▪ Focus groups		-	
<ul style="list-style-type: none"> ○ Social demographic analysis Veracruz ○ Communication plan and strategy ○ Development of narrative, messages and promises ○ Script creation and content development ○ Marketing tools design ○ Creativity concept 			
<ul style="list-style-type: none"> ▪ Creation of campaign materials <ul style="list-style-type: none"> ○ Printed collateral ○ Promotional Items/PR ○ Press kick-off ○ Radio and television ○ Photography ○ 2D graphics ○ Road show presentation 	197,000 33,000 50,000 166,750 9,000 4,000 5,000	1,000,000	
▪ Connect citizens with health services, facilities, information and education materials, transportation, and related			
<ul style="list-style-type: none"> ▪ Media Planning <ul style="list-style-type: none"> ○ Television ○ Radio ○ Newspaper ○ Billboards 	90,000 8,000 25,000 40,000	-	
▪ Travel and administration	50,000	-	
Component 3: Impact evaluation			
▪ Assess impact of campaign on target population	25,000	-	
▪ Facilitate exchange of lessons learned		-	
TOTAL	<u>1,000,000</u>	<u>1,000,000</u>	<u>2,000,000</u>

3.02 EIF will provide in-kind support in the form of procurement of talent and certain other costs associated with the PSA and not charged against the Contribution. The State of Veracruz will also provide in-kind support to the Project in the form of collaboration to inform the messaging of the PSA, link vulnerable populations to screening services and facilities, subsidies directed to the fee-free provision of screening services via the IMSS

and the Secretariat of Health-Veracruz and the treatment costs associated with cases identified during the period of the campaign, as well as support to the transport costs of key vulnerable populations.

IV. Execution

- 4.01** EIF will be the executing agency of the Project. EIF is a non-profit institution established in 1942 which has developed a strong track record of successfully raising awareness and funds for critical health, educational and social issues. The EIF will be responsible for contracting the consulting services financed in this project according to Bank procurement rules. The Executing Agency will be involved in the continuous monitoring and supervision of all consulting services. In addition, it will be in charge of coordinating logistical support and facilitating access to information.
- 4.02** EIF has established a charitable fund named “Stand Up To Cancer” or “SU2C”, an initiative which aims to mobilize citizen action and expedite the collaboration of leading cancer scientists from around the world. SU2C works in cooperation with the American Association for Cancer Research, the largest scientific organization in the world focusing on every aspect of high-quality, innovative cancer research. EIF through SU2C (“EIF/SU2C”) will be responsible for the creation and implementation of public service announcements broadcast in Veracruz. In addition to determining the format for and coordinating the production of all messages, EIF/SU2C will also determine the proper channel(s) (i.e. television, radio) on which to broadcast the cancer screening and education messages.
- 4.03** The State of Veracruz, Mexico will be the Beneficiary of this Project and will carry the responsibility for expediting the screening of citizens as well as their transportation to and from the proper health care facilities. Also, state officials will provide guidance on the messaging of PSA, characteristics of health care facilities and the local economic and social context.
- 4.04** IDB will generally oversee the mapping-marketing plan, implementation, and evaluation components of the proposed Project. As the key supervisor, the Bank will review the process of selection and contracting of the goods and services required, including that of consultants.

V. Monitoring and evaluation

- 5.01** The responsibility for the supervision of the operation will lie with Bank headquarters (SCL/SPH in cooperation with SCL front office), with the support of the Bank’s country office in Mexico.
- 5.02** Standard Bank procedures for auditing, financial management of the resources and reporting will be followed. A midterm report on the proceedings of the components will be submitted to the Bank. As well, a final report will be submitted to the Bank following the completion of the pilot project.

- 5.03** An impact evaluation, to be designed with a baseline implemented prior to PSA launch, will aim to capture the results of the pilot project. The evaluation will measure the effectiveness of the communications and screening campaign on the knowledge, attitudes and practices of vulnerable populations and on the rate of use of screening services offered by participating providers. The results may help to illustrate good practices around effective PSA campaigns as well as the impact that greater awareness has on screening and treatment rates at the population and facility levels.