



**MINISTERIO DE ECONOMÍA Y FINANZAS
MINISTERIO DE RELACIONES EXTERIORES**

Montevideo, **24 ABR 2017**

2017/05/001/0/819

VISTO: el proyecto de Acuerdo de Anticipo de Preparación N° P484, a celebrarse entre la República Oriental del Uruguay (ROU) y el Banco Internacional de Reconstrucción y Fomento (BIRF), destinado a financiar actividades preparatorias del "Proyecto de Mejora de los Servicios a través del Gobierno Electrónico" (P161989).

RESULTANDO: I) que el referido Acuerdo tiene como objeto el financiamiento de actividades que faciliten la preparación del proyecto mencionado, por un monto de U\$S 1:029.000 (un millón veintinueve mil dólares de los Estados Unidos de América).

II) que las condiciones del mencionado anticipo prevén que se descuenta de una sola vez el monto utilizado, una vez otorgado el préstamo que financiará el proyecto o, en caso de no aprobarse el mismo, será devuelto en una sola cuota, si se utilizó un monto menor a los U\$S 50.000 (cincuenta mil dólares de los Estados Unidos de América), o en 10 (diez) cuotas semestrales en lo posible iguales, si se utilizó un monto superior, aplicándose, en ambos casos, la tasa de referencia utilizada por el BIRF más el margen fijo.

ASUNTO 1 2 6 8

III) que los fondos correspondientes serán administrados por la Unidad Coordinadora de Proyectos (UCP) de la Dirección General de Secretaría del Ministerio de Economía y Finanzas, que contará con la debida estructura técnica, administrativa y operativa para asegurar su efectiva capacidad de gestión.

IV) que el plan de ejecución será de ocho (8) meses a partir de la suscripción del Acuerdo de Anticipo de Preparación.

CONSIDERANDO: que corresponde proceder a la aprobación del Acuerdo de Anticipo de Preparación N° P484, a celebrarse entre ROU y BIRF, así como autorizar que el mismo sea suscrito, en representación del país, por el Señor Ministro de Economía y Finanzas, Cr. Danilo Astori o por el Señor Subsecretario de Economía y Finanzas, Cr. Pablo Ferreri, indistintamente.

FSC/GMM/A-MP

ATENCIÓN: a lo dispuesto por el artículo 145 de la Ley N° 15.851 de 24 de diciembre de 1986,

EL PRESIDENTE DE LA REPÚBLICA

RESUELVE:

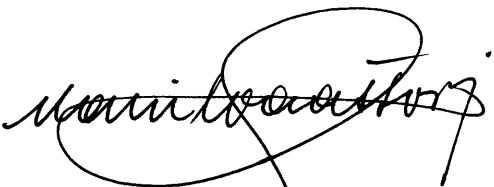

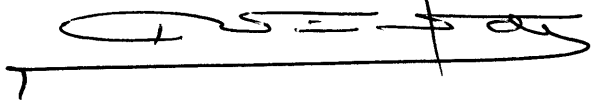
1º) Apruébase el proyecto de Acuerdo de Anticipo de Preparación N° P484, a celebrarse entre la República Oriental del Uruguay y el Banco Internacional de Reconstrucción y Fomento, por un monto de U\$S 1:029.000 (un millón veintinueve mil dólares de los Estados Unidos de América), destinado a financiar actividades preparatorias del "Proyecto de Mejora de los Servicios a través del Gobierno Electrónico" (P161989), cuyo texto constituye parte integrante de la presente Resolución.

2º) El referido Acuerdo será oportunamente otorgado y suscrito, en nombre y representación del país, por el Señor Ministro de Economía y Finanzas, Cr. Danilo Astori o por el Señor Subsecretario de Economía y Finanzas, Cr. Pablo Ferreri, indistintamente.

3º) Designanse, indistintamente, a los Dres. Ricardo Pérez Blanco, Marcos Álvarez Rego y Fernando Scelza, para que expidan por la República los dictámenes jurídicos, en caso de corresponder.

4º) Dese cuenta a la Asamblea General, dentro de los 10 (diez) días siguientes a la celebración del Contrato de Préstamo referido.

5º) Comuníquese y publíquese. Cumplido, pase a la Unidad de Relacionamento con Organismos Multilaterales de la Dirección General de Secretaría del Ministerio de Economía y Finanzas. Fecho, archívese.



Dr. TABARÉ VÁZQUEZ
Presidente de la República
Período 2015 - 2020



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March 8, 2017

Mr. Danilo Astori
Minister of Economy and Finance
Ministry of Economy and Finance
Colonia No. 1089, Third Floor
Montevideo, Uruguay

Re: República Oriental del Uruguay: Advance Agreement for
Preparation of Proposed Improving Service Delivery to
Citizens and Businesses through e-Government Project -
Preparation Advance No. P484

Dear Minister:

In response to the request for financial assistance made on behalf of the *República Oriental del Uruguay* ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank") proposes to extend to the Recipient an advance out of the World Bank's Project Preparation Facility in an amount not to exceed one million and twenty nine-thousand Dollars (\$1,029,000) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to facilitate the preparation of a proposed project designed to improve the quality of service delivery to citizens and businesses through e-government ("Project"), in support of which the Recipient has requested the World Bank's financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By 
Jesko S. Hentschel
Director

Argentina, Paraguay and Uruguay
Latin America and the Caribbean Region

AGREED:

REPÚBLICA ORIENTAL DEL URUGUAY

By _____
Authorized Representative

Name _____

Title _____

Date: _____

Enclosures:

- (1) "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility," dated July 31, 2010; and
- (2) Disbursement Letter for the Advance of the same date as this Agreement, together with "Disbursement Guidelines for Investment Project Financing" dated February 2017.

Article I
Standard Conditions; Definitions

- 1.01. **Standard Conditions.** The “Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility” dated July 31, 2010 (“Standard Conditions”), constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, including the Appendix to this Agreement.

Article II
Execution of the Activities

- 2.01. **Description of the Activities.** The Activities for which the Advance is provided consist of the following parts:

Part 1: Improving the Delivery of e-Government Services to Citizens

- (a) Strengthening the e-government service provided by AGESIC through: (i) the preparation of a preliminary design of an information technology (“IT”) platform; (ii) the carrying out of a technological and regulatory framework assessment; and (iii) the carrying out of an e-participation assessment.
- (b) Strengthening the capacity of Centro Ceibal to manage the provision of e-learning services through: (i) the carrying out of an analysis to develop a customer service model; (ii) the carrying out of a diagnostic to deploy a cyber security response strategy; (iii) the carrying out of an assessment of business intelligence needs; and (iv) the identification of alternatives and strategies for data management.

Part 2: Improving the Delivery of e-Government Services to Businesses

- (a) Improving the quality and access to services provided by ANII, through: (i) the carrying out of an assessment to inform the design of a national repository system; (ii) the carrying out of an assessment to inform the design of an online database for schoolbooks in Spanish; and (iii) the preparation of a conceptual framework for a knowledge exchange platform (*TRAMA*).
- (b) Improving government-to-business service delivery through the use of VUCE through: (i) the carrying out of an assessment to ensure the implementation

readiness of a quality management system; and (ii) the definition of an IT framework for strengthening VUCE.

- (c) Improving the service delivery capacity of DGI through the carrying out of an assessment on the required human resources management system to adapt the DGI to its new governance structure.

Part 3: Strategic Projects and Project Coordination

Provision of support to the MEF through, *inter alia*: (a) the carrying out of diagnostics and assessments leading to Project readiness for implementation; (b) the strengthening and maintenance of the PCU with adequate fiduciary and implementation capacity; and (c) the preparation for the implementation of a unified national statistics system.

- 2.02. ***Execution of the Activities Generally.*** The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities through the MEF in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants," dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2.03. Institutional and Other Arrangements

- (a) The Recipient, through MEF, shall operate and maintain, at all times during the implementation of the Activities a Project Coordination Unit ("PCU"), with a structure, functions and responsibilities adequate for the carrying out of the Activities, which shall include, *inter alia*, the responsibility of the fiduciary management of the Project (which consists of, *inter alia*, the monitoring and evaluation of the Activities and the procurement required under the Activities).
- (b) The Recipient, through MEF, shall ensure that the PCU is, at all times during the implementation of the Activities, assisted by professional staff (including an executive coordinator) and technical and administrative staff, all in numbers and with terms of reference, and qualifications and experience, acceptable to the World Bank.
- (c) The Recipient, through MEF, shall ensure that the terms of reference for any consultancies related to the technical assistance provided under the Project, shall be acceptable to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirement of the Bank's Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

- 2.04. **Monitoring, Reporting and Evaluation of the Activities.** The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.
- 2.05. **Financial Management**
- (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions.
 - (b) The Recipient shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than 45 days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.
 - (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Sections 2.09 (b) of the Standard Conditions.
 - (i) If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, the Recipient shall have the Financial Statements included in the first audit of financial statements required under the Refinancing Agreement.
 - (ii) If, by the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, such audit of the Financial Statements shall cover the period of the Advance, commencing with the fiscal year in which the first withdrawal under the Advance was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of the Recipient's fiscal year in which the Refinancing Date occurs.
 - (iii) Notwithstanding the provisions of paragraphs (i) and (ii) of this Section, the World Bank may request an audit of the Financial Statements prior to the Refinancing Date, covering such period as is indicated in its request. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.
- 2.06. **Procurement.** All consulting services required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for Borrowers under Investment Project Financing" dated July 1, 2016 ("Procurement Regulations") and the provisions of the Recipient's procurement plan for the Activities dated March 1, 2017 ("Procurement Plan") provided for

under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

**Article III
Withdrawal of the Advance**

- 3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of the Advance ("Category"), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Advance Allocated (expressed in Dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Consulting services under the Activities	1,029,000	100%
TOTAL AMOUNT	1,029,000	

- 3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed \$190,000 equivalent may be made for payments made prior to this date but on or after December 15, 2016 (but in no case more than one year prior to the date of this Agreement), for Eligible Expenditures.
- 3.03. **Refinancing Date.** The Refinancing Date is October 31, 2017.

Article IV
Terms of the Advance

- 4.01. **Interest.** The Recipient shall pay interest on the Withdrawn Advance Balance at a rate, for each Interest Period, equal to the Reference Rate plus the Fixed Spread; provided, however, that the interest payable shall in no event be less than zero percent (0%) per annum. Interest shall accrue from the respective dates on which amounts of the Advance are withdrawn and shall be paid in arrears in accordance with the provisions of Section 4.02 of this Agreement. The Interest Period Determination Dates are January 1 and July 1 in each year.
- 4.02. **Repayment.** The Withdrawn Advance Balance, together with interest accrued thereon shall be repaid by the Recipient to the World Bank in accordance with the provisions of Article IV of the Standard Conditions and the following provisions:
- (a) **Refinancing under the Refinancing Agreement:** If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be repaid to the World Bank (together with interest accrued on the Advance to the date of repayment) as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of an amount of the Refinancing Proceeds equivalent to the Withdrawn Advance Balance plus such interest, in accordance with the provisions of the Refinancing Agreement.
 - (b) **Repayment in the absence of a Refinancing Agreement:** If, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by this date, it has been so executed but terminates without becoming effective, then:
 - (i) if the amount of the Withdrawn Advance Balance does not exceed US\$50,000, it shall be repaid by the Recipient to the World Bank (together with interest accrued on the Withdrawn Advance Balance to the date of repayment), on such date as the World Bank shall specify in a notice to the Recipient, which shall in no event be earlier than 60 days following the date of dispatch of such notice; and
 - (ii) if the amount of the Withdrawn Advance Balance exceeds US\$50,000, it (together with interest accrued on the Withdrawn Advance Balance to the Notice Date) (the "Aggregate Balance") shall be paid by the Recipient to the World Bank in ten approximately equal semiannual installments, in the amounts and on the dates ("Payment Dates") which the World Bank shall specify in a notice to the Recipient. In no event shall the first Payment Date be set earlier than 60 days following the date ("Notice Date") of

dispatch of such notice. The Recipient shall pay interest on the Aggregate Balance at a rate, for each Interest Period, equal to the Reference Rate plus the Fixed Spread, payable in arrears on each Payment Date. Notwithstanding the foregoing, if any amount of the Aggregate Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the Recipient shall pay the Default Interest Rate on such overdue amount in lieu of the interest rate specified above in this subparagraph (ii) until such overdue amount is fully paid. Interest at the Default Interest Rate shall accrue from the first day of each Default Interest Period and shall be payable semi-annually in arrears on each Payment Date.

Article V
Recipient's Representative; Addresses

5.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is its Minister of Economy and Finance.

5.02. **Recipient's Address.** The Recipient's Address referred to in Section 9.01 of the Standard Conditions is:

Ministry of Economy and Finance
Colonia No. 1089, Third Floor
Montevideo, Uruguay

Facsimile: 5982 1712 2688

E-mail: organismos.multilaterales@mef.gub.uv

5.03. **World Bank's Address.** The World Bank's Address referred to in Section 9.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex:

Facsimile:

248423 (MCI) or
64145 (MCI)

(1)-202-477-6391