

Washington DC, IDB Headquarters

May 23, 2022

Dr Giseta Natalia Montoya Moreno
Rua dos aimores 480
Campinas SP 13081030
Brazil

Dear Dr Montoya Moreno:

This letter agreement (this "Agreement") offers you an appointment as a Product and External Services Consultant ("PEC") to the Inter-American Development Bank (the "Institution"). If you accept this offer you will provide the services and deliverables outlined in the attached Terms of Reference (Annex A), subject to the following terms and conditions:

Affinity:	International
Responsible Unit:	INE/TSP Transport
Services to be Provided:	In accordance to the attached Terms of Reference (Annex A)
Start Date:	May 25, 2022
Expiration date:	November 24, 2022
Locations(s) where Services will be Provided:	Washington DC, IDB Headquarters, USA, Brazil, External
Total Compensation:	USD 10,000.00
Lump Sum Payment:	USD 2,000.00
Lump Sum Payment:	USD 4,000.00
Lump Sum Payment:	USD 4,000.00

COMPENSATION:

Compensation for satisfactory performance of the work and/or submission of the deliverables described in Annex A to the Institution's satisfaction shall be payable upon submission of the corresponding invoice in accordance with the department of Hiring Unit's schedule.

The compensation amount mentioned above includes all the expenses necessary to perform the services and or submit the corresponding deliverables, such as per diem and insurance.

OTHER TERMS AND CONDITIONS:

(1) The Institution will assume no responsibility with respect to (i) payment or withholding of taxes on your remuneration; nor to (ii) any contribution of this or any nature applicable to your remuneration. You are solely responsible for such obligations.

(2) It is a condition precedent to the validity of this Agreement that if you are not a citizen or national of the country in which you will perform services under this Agreement that you have a visa or a valid work permit as required by the authorities of the country. Should you not comply with this condition it will be

understood that this Agreement shall have no validity and that it will not create any obligation or effect for the Institution.

(3) In discharging your obligations pursuant to this Agreement, you may have access to privileged, confidential or proprietary information of the Institution or of third parties, but in possession of the Institution. Unless otherwise authorized in writing by the appropriate Institution or third party representative, you shall not disclose that information to other parties or utilize it for any purpose outside the scope of this Agreement.

(4) During the term of this Agreement, you will be subject to the Institution's codes, policies, rules and procedures applicable to any consultant, including any amendments that the Institution makes during the time period in which this Agreement is in force.

(5) For a period of four (4) years after the expiration or termination of this Agreement, you will not seek or accept work connected with projects or operations that were your direct concern under this Agreement, unless prior consent of the Institution has been obtained, in accordance with the Code of Ethics and Professional Conduct of the Institution.

(6) The Institution shall own any and all intellectual property rights, including without limitation copyright and marks, to any and all works produced by you under this Agreement. These rights include the Institution's right to copy, reproduce, distribute, disseminate and publish such works, using any types of media, in any and all languages and in any and all countries and territories, as well as to create derivative works and to make the works available to the public, according to the policies set forth by or decisions taken by the Institution. You freely and voluntarily hereby declare, understand and agree that any and all works produced by you under this Agreement are the deliverables or services for which you were hired, and you expressly waive in advance any and all related intellectual property rights claims you may have. The rights and duties set forth in this paragraph shall survive any expiration or termination of this Agreement.

(7) You shall perform all the services hereunder expeditiously, in a manner equal to or exceeding the standards of professional skill and care common in your profession, having due regard for the nature and purposes of the Institution as a public international organization.

(8) Should your name appear on any internationally-recognized sanctions list or any other list used by the Institution for sanctions screening (as set forth in the Institution's Anti-Money Laundering/Combating the Financing of Terrorism Framework), the Institution may, without prior notice, suspend payment of any amounts due hereunder and take any other action consistent with such designated status.

(9) The Institution shall have the right to terminate this Agreement for any reason, at any time prior to the expiration of its term, or prior to completion of the services or delivery of work described in Annex A hereunder by giving you fourteen (14) calendar days advance written notice. The Institution may terminate this Agreement without advance written notice if you are found blameworthy of misconduct. In the event of termination, the Institution will make equitable payment to you, within thirty (30) calendar days from the date of termination, for services satisfactorily performed up to the date of termination and, if applicable, for duly authorized and documented expenses incurred up to the time of termination. Equitable payment upon termination shall not exceed the total compensation and benefits otherwise

payable to you under this Agreement and shall take into account all payments made to you under this Agreement prior to the date of termination hereof.

(10) This Agreement may be renewed upon expiration. However, the Institution has no obligation to extend or renew this Agreement or to offer you a new one, even if your performance is outstanding, but it may do so if agreed to in writing at the time of the expiration of the appointment.

(11) If any dispute should arise between you and the Institution as to the interpretation of this Agreement or of any matter or subject in connection therewith, which cannot be settled by amicable agreement, then, in accordance with the applicable codes, policies, rules and procedures, the matter shall be referred to the properly constituted grievance bodies established by the Institution for resolution of disputes between the Institution and its staff and consultants.

(12) The Institution will assign you an ID number. This number will be assigned to you solely for the purpose of identification. Consequently, should this number be identical to a prior ID number assigned to you within the IDB Group in connection to a prior agreement, the reassignment of this ID number does not give you or recognize any working relationship, seniority, service continuation or any other right that is not expressly defined in this Agreement or any other applicable policy.

(13) You are required to sign the attached Certification of Eligibility for Consultants (Annex B) which, together with this document and the attached Terms of Reference (Annex A) integrate and embody the entire Agreement between the parties hereto. This Agreement, which also requires your signature, supersedes all previous communications, representations, understandings or agreements, either oral or written between the parties hereto.

Please indicate your acceptance of the above terms and conditions by signing and returning the enclosed copy of this Agreement, including Annex A and B hereto and the Disclosure of Interest Affidavit attached.

Sincerely,

DocuSigned by:



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Nestor Hugo Roa Buitrago
Div Chief Transport

DocuSigned by:



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Accepted:

Date: