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Subject: Submission of annexes 1 and 2 with the comments of FOCAL member countries to the IPSASB Exposure Drafts 70, 71 and 72

Mr.

Ian Carruthers

**CHAIRMAN OF THE INTERNATIONAL PUBLIC SECTOR ACCOUNTING
STANDARDS BOARD IPSASB**

Dear Mr. Carruthers:

In the months of May and June 2020, FOCAL in coordination with Ernst & Young and International Public Sector Accounting Standards Board IPSASB, conducted three videoconferences on Exposure Drafts 70 Revenue with Performance Obligations, 71 Revenue without performance obligations and 72 Transfer Expenses, where it was highlighted that each exposure draft included specific matters for comment on which the IPSASB is looking for country opinions.

Therefore, the Forum of Governmental Accounting of Latin America - FOCAL - is delivering a consolidated document containing responses to comments from 11 countries: Colombia, El Salvador, Ecuador, Brazil, Paraguay, Honduras, Peru, Mexico, Guatemala, Chile and Costa Rica. FOCAL's objective is to strengthen the joint work with the International standard-setting Body and to contribute with the experience of each country for the application of the Public Sector Accounting.

Yours sincerely,



Firmado electrónicamente por:
**MAGDALENA DEL
PILAR VICUNA
CEVALLOS**

Magdalena Vicuña Cevallos
Ecuador's Sub-secretary of Government Accounting
Ministry of Economy and Finance of Ecuador
FOCAL President

Annexes:

- Annex No. 1_Comments to Draft IPSASB Standards_FOCAL consolidated 29-10-2020
- Annex No. 2 Additional comments Standards 70_71_72 IPSASB Mexico

cc. FOCAL Countries

CONSOLIDATED DOCUMENT OF FOCAL MEMBER COUNTRIES

SPECIFIC MATTERS FOR COMMENTS

IPSASB EXPOSURE DRAFTS (ED) 70

<u>IPSASB EXPOSURE DRAFT 70: REVENUE WITH PERFORMANCE OBLIGATIONS</u>	
<p>Specific matter for comment 1:</p> <p>This Draft Standard is based on IFRS 15 - Revenue from Customer Contracts. Because in some jurisdictions public sector entities may not have the authority to enter into legal contracts, the IPSASB decided that the scope of this draft standard would be based on binding arrangements. Binding arrangements have been defined as those that confer both rights and obligations enforceable by both parties to the agreement.</p> <p>Do you agree that the scope of this draft standard is clear? If not, what changes would you make to the scope of the draft standard or the definition of binding arrangements?</p>	<p>COLOMBIA</p> <p>Regarding the proposed scope of the project, we have the following comments:</p> <ol style="list-style-type: none"> 1. From the Conceptual Framework a distinction is made between revenues from exchange transactions and revenue from non-exchange transaction. In addition, the Conceptual Framework correctly states that most of the revenues of public sector entities are obtained through non-exchange transactions; that is, transactions in which the entity receives a value from another entity without directly delivering an equivalent value in return. However, this distinction is not reflected in this Exposure Draft 70 or the ED 71, because these projects differentiate revenue based on whether or not there is a performance obligation. <p>Therefore, we believe that this distinction should be maintained and, consequently, ED 70 should be referred to as "revenue from exchange transactions" and ED 71 should be referred to as "revenue from non-exchange transaction".</p> <ol style="list-style-type: none"> 2. The Exposure Draft states that a binding agreement with a buyer is accounted for under this standard if, among other criteria, the binding agreement has economic substance. Paragraph BC30 defines "economic substance" as the "commercial substance" developed by IFRS 15, implying that neither party to the binding agreement is disadvantaged and therefore the agreement is established taking into account market conditions, i.e., the price of the transaction is equivalent (or similar) to the value of the asset or service being transferred. <p>However, it is common in the public sector of countries to find performance obligations, where the value of the goods or services delivered is not equivalent to the price of the transaction; for example, the value of a semester's tuition at a public university that is less than the value of the services provided or the value paid for the issuance of a military passbook that is much higher than the value of the passbook issued. Thus, in these cases, there is no economic substance (or the rebuttable presumption mentioned in the exposure draft is not fulfilled) despite the existence of a performance obligation.</p>

	<p>This is a fact that is not particularly and explicitly addressed in ED 71 since it only regulates income and cash flows from transactions without performance obligations. Revenues from transactions without performance obligations are transactions where there is no requirement for an entity to transfer goods or services to another entity or third party beneficiary.</p> <p>Given that all types of performance obligations are excluded from ED 71 and that the cases mentioned do not have an economic substance, which excludes them from the criteria defined in step 1 (paragraph 8), it is necessary to specify what accounting treatment should be followed in these situations. In this regard, it is proposed to address the following: (a) in ED 71, goods and services that the government provides exclusively because of the sovereignty that falls upon it and that are not associated with a market logic or with the recovery of costs incurred in the provision of goods and services, for example, military passbooks and vehicle registration, tolls and other fees; and (b) in ED 70, goods and services that the government provides that are not exclusive to government entities and for which the value the entity receives is not equivalent to the value of the good or service it provides (e.g., tuition at public universities).</p> <p>In accordance with this proposal, ED 71 then requires: a) to modify its name so that it is called "revenue from non-exchange transactions ", b) to define the accounting treatment applicable to goods and services that the government provides exclusively because of the sovereignty that falls on it and that are not associated with a market logic or with the recovery of costs incurred, c) to exemplify these cases and d) to develop these situations in the application guidance.</p> <p>ED 70, on the other hand, should (a) include in the scope transactions in which government entities provide goods or services that are not exclusive to these entities and for which the value that the entity receives is not equivalent to the value of the good or service it delivers by modifying paragraph 8(d) that requires that the binding agreement must have economic substance, (b) exemplify these cases in paragraph 14, and (c) elaborate on these situations in the implementation guidance.</p> <p>Regarding the use of the term "binding agreement" instead of "contract", we agree with the proposed definition for the purpose of this ED. However, it is considered that it is not appropriate to state that binding arrangements may arise from legal provisions (as expressed in ED 71), since, in these cases, there is no agreement between the parties but an imposition by the legislature.</p> <p>EL SALVADOR</p> <p>The Scope of the project is clear, however, considering the legal accounting basis that regulates the Salvadorian public sector the scope of this project is not fully applicable, for the following reasons</p>
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	<p>a) The standard includes all revenue transactions with performance obligations, and thus would be regulating the recognition of revenue that is not currently contemplated in the General State Budget, but which is legally regulated in the country, for example:</p> <ul style="list-style-type: none"> • Special Funds, Special Activities Funds; which are the resources coming from the sale of products and services, produced or commercialized by the institutions of the Central Government, whose income is generated from duly legalized activities that are not part of the nature or <i>raison d'être</i> of such institutions. <ul style="list-style-type: none"> • Entities that are not considered to be State owned, but were created with State funds, for example: Transmitting Company of El Salvador S.A. de C.V. (ETESAL), Special Fund of the Resources from the Privatization of ANTEL (FANTEL), municipal public enterprises, etc. <p>b) In the case of our country the legal prevails over the technical. In that sense, it should be considered creating accounting regulations without forcing countries to lose their legal independence.</p> <p>The suggested change in our case is to evaluate the use of the term binding agreement, given that the country's legislation is limited to public law.</p> <p>ECUADOR</p> <p>The term of exchange obligations, rather than performance obligations, should be maintained because it is more understandable. In Ecuador's legislation, a binding agreement is not required for an exchange revenue; furthermore, this term is not contemplated in the current legislation.</p> <p>As for the scope, the standard is clear, since it defines the concepts that apply and do not apply in exchange transactions. Except for the concept of binding arrangements as stated in the previous paragraph.</p> <p>BRAZIL</p> <p>Yes, I agree.</p> <p>PARAGUAY</p> <p>We do not agree, because in the first place the ED, uses unusual terminology in the case of the Public Sector, such "binding arrangements" would in fact be the provision of goods or services by State entities that generate a service or deliver a good at a price, known by most as institutional income or own resources.</p> <p>These own resources are always and not only in some occasions subsidized prices precisely because of the social role of the State, according to public policies. Moreover, here in our country, and I suppose this also happened in other countries because of the declared pandemic, many basic public services have been exempted for the most vulnerable population and the State had to transfer the amounts mentioned to these companies as subsidies.</p>
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	<p>Others had to be transferred for capitalization, in order to improve the infrastructure to reach the population with more and better services.</p> <p>The suggestion a better drafting or clarification of binding arrangements, since in practice it is given through a service whose monopoly is held by the State and citizens may or may not agree, but they must comply with it.</p> <p>HONDURAS</p> <p>When an asset is developed or produced and the revenue has to be recognized over time for either development or improvements. This can be expanded in the publication.</p> <p>PERU</p> <p>With respect to the provisions of the standard as exempted from its scope, paragraph 3.f) "Non-monetary exchanges between entities in the same line of business to facilitate sales to buyers or potential buyers. For example, this [draft] standard would not apply to a binding agreement between two public sector entities that agree on an exchange of electricity to meet the demand of their buyers in different specified locations in a timely manner" and 3.j) "The extraction of mineral resources", does not identify under which standard these should be treated, therefore, emphasis should be given and guidance provided to the user on the standard applicable to this type of transactions.</p> <p>With respect to the definition of "binding arrangements" given temporarily in this ED, its definition should be extended by adding the provisions in the section of the additional guidance (AG7-AG12) to clearly distinguish what a binding agreement would be in this standard, which is: "An agreement that confers both enforceable rights and obligations on both parties to the agreement, where such agreement could be enforced through a contract or equivalent means", i.e. an enforcement mechanism outside the legal system that nevertheless enhances compliance as would be the case with a contract.</p> <p>MEXICO</p> <p>According to paragraph 4, it is understood that this ED is applicable to binding arrangements that are with a buyer, which is what the IFRS establishes as clients.</p> <p>Paragraph 9 states "Factors determining applicability may differ between jurisdictions and some enforcement mechanisms may be outside the legal system. Binding arrangements may be written, oral or implied according to an entity's usual practices.</p> <p>In this regard, it is suggested that the relevance of incorporating oral or verbal terms be reviewed, given that the role of governments should be aimed at compliance with legality, formality, transparency and honesty. Likewise, in the case of MEXICO the formalization for the use of public resources must be in writing, through the signing of agreements or contracts, where the rights and obligations of the parties and the</p>
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	<p>mechanisms to enforce the commitments established in a binding arrangement are expressly established.</p> <p>It is suggested that if this type of arrangement (oral or verbal) is intended to be left within the Standard, the following should be considered:</p> <ul style="list-style-type: none"> • That, in the event that this type of arrangement exists, it must be contemplated within the government's regulations, that is, no illegal means must be considered in the standard and that the standard can or intends to regularize them. • That this type of arrangements be treated as an exception to the rule. <p>GUATEMALA</p> <p>It is important to emphasize that not all income referred to in this standard is subject to a contract.</p> <p>CHILE</p> <p>The scope is considered clear. The concept of "binding arrangement with performance obligation" is broader than the concept of "exchange transactions", because many times an entity does not provide a direct consideration to the person who made the purchase, but must provide a product or service to a third party, a situation that is covered by the concept of performance obligation. In this way, there is a harmonized accounting treatment for both situations.</p> <p>However, it should be clarified whether this rule will address revenue from sales that are made below a market price, given that the State may in some circumstances choose to agree to a reduced sales price with the intention of benefiting a citizen.</p> <p>With respect to terminology, the translation of "performance" should avoid the term "performance", given that in some countries in the region performance is associated with the evaluation of public management.</p> <p>COSTA RICA</p> <p>With respect to ED 70, and considering Revenue with performance obligations considering a binding arrangement, where a performance obligation is a promise in a binding arrangement to transfer to the buyer or third party beneficiaries or a series of different goods or services that are substantially the same and have the same transfer pattern.</p> <p>In this sense, Costa Rica is a country of law, and all the operations of the State depend on laws or, in their absence, on contract agreements; however, transfers in the Costa Rican Public Sector do not depend on or have a binding agreement, they are given according to the availability of resources, according to a maximum authorization of the Legislative Power.</p> <p>Any transfer that is made must be supported by a Law of the Republic, and in the case of the relationship with third parties depends on several Laws:</p>
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	<ul style="list-style-type: none"> • General Law of Public Administration (6227) • General Law of Financial Administration and Public Budgets (8131) • Administrative Contracting Law (7494) • Internal Control Act (8292) • Among others. <p>The change of the term of exchange or non-exchange revenue, to revenue with or without performance obligations, are terms that imply a period of time for their adaptation, since indicators are required in a strategic planning, and that must adapt the accountability not only with the receipt of a payment or transfer by law, but must give a management report of the use of resources.</p> <p>Another important aspect is the timing of accrual in revenue, since the public sector is in a transition from budgetary accounting to accrual accounting. These accrual times are highly dependent on the laws and regulations that support revenue; however, they are sometimes dependent on cash flow capacity to meet obligations.</p> <p>It is important to analyze the conceptual framework of the IPSAS, in terms of the terms exchange and non-exchange, considering the business logic of public institutions since, for the most part, they seek a potential for services and not an economic benefit.</p> <p>In summary, the drafting of ED 70 requires considering the regulatory framework of the countries and a fairly explanatory guide to application, considering practical cases in the public sector.</p>
<p>Specific matter for comment 2:</p> <p>This draft standard has been developed in conjunction with draft standard 71, Income without Performance Obligations, and draft standard 72, Transfer Costs, because there is an interaction between them. Although there is an interaction between the three draft standards, IPSASB decided that although draft standard 72 defines transfer costs, draft standard 70 did not need to define "transfer revenue" or "transfer revenue with performance obligations" to clarify the "mirror" relationship between the draft standards. The rationale for this decision is contained in paragraphs BC20 BC22.</p>	<p>COLOMBIA</p> <p>We agree not to define, in this draft standard, the terms "transfer revenue" or "transfer revenue with performance obligations", as the terms "transfer revenue" and "performance obligations" have opposite meanings.</p> <p>Transfer revenues are defined in ED 71 as those arising from "a transaction, other than a tax transaction, in which an entity receives a good, service or other asset from another entity (which may be an individual) without directly providing a good, service or other asset in return. The performance obligation, on the other hand, is defined in ED 70 as "a promise in a binding arrangement with a purchaser to transfer to the purchaser or third party beneficiary either (a) A different good or service (or set of goods or services); or (b) A different set of goods or services that are substantially the same and have the same pattern of transfer to the buyer or third party beneficiary".</p> <p>Consequently, when a transfer is involved, the entity making the transfer does not expect to receive, from the entity receiving the transfer, a good or service in exchange, i.e., there is no performance obligation of the latter entity. The performance obligation must be fulfilled by the entity selling the goods or services to the entity that makes the transfer. In sum, we</p>



<p>Do you agree with the IPSASB's decision not to define "transfer revenue" or transfer revenue with performance obligations"? If not, why not?</p>	<p>consider that it is not appropriate to include, under the same term, two different transactions: one, with a performance obligation (exchange transaction between the buyer and the seller of the goods or services) and another, without a performance obligation (non-exchange transaction between the entity that transfers the goods or services and the entity that benefits from them).</p> <p>Under this same argument, we believe that it is not appropriate to use the term "transfer expenses with performance obligations" used in ED 72.</p> <p>Accordingly, the relationship of the EDs is considered to exist between ED 71 and 72, but not with ED 70.</p> <p>EL SALVADOR Partially agreed.</p> <p>In our opinion, the definitions of IPSAS 9 and 23 could be maintained, since they regulate in a homogeneous and consistent manner the operations of the Public Sector (General Government).</p> <p>ECUADOR We do agree, since transfers are not an exchange concept, which is why ED 70, despite the fact that talking about revenue, should not include the concept of transfer revenue, because it is different. The country's current legal framework implies the use of transfers, with the knowledge of the entity receiving the transfer, which is opposed to the exchange term. This is a concept where the public entity grants a transfer to the beneficiary.</p> <p>BRAZIL Yes, I agree.</p> <p>PARAGUAY We agree in principle, and I would particularly suggest another name "Revenue from the provision of goods or services".</p> <p>HONDURAS No comment is issued.</p> <p>PERU It is suggested to differentiate exactly the scope and definition of what is a performance obligation presented in ED 70 and what is a present obligation in ED 71, since they seem to coincide in their objectives without a clear differentiation.</p> <p>MEXICO The IPSASB's decision not to specify "transfer revenue" or "transfer revenue with performance obligations" is considered appropriate since it is the binding arrangement and the existence of performance obligations that determines whether the revenue corresponds to this ED. However, for clarity, it is suggested that it be specified that: Revenue earned under this</p>
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	<p>ED should be accumulated with ordinary revenue without adding or creating a new concept, i.e., without changing the accounting listings or chart of accounts.</p> <p>GUATEMALA It is considered important to maintain the definitions of IPSAS 9 and 23 because they clearly describe revenue-related transactions.</p> <p>CHILE It is not considered adequate. Given that the concept of performance obligations is central to the understanding of the three draft standards under study, it is considered better to be redundant with the definitions, indicating that "transfer income" and "transfer income with performance obligations" are understood to reinforce the concept and to ensure that the aforementioned mirror relationship exists between the draft standards.</p> <p>COSTA RICA It is necessary to consider that it is an accounting entity with the use of IPSAS, where an economic benefit is not sought, but when it is a transfer, both the entity that gives and the one that receives value a service potential.</p> <p>Considering two transactions, one with a performance obligation and the other without a performance obligation, is technically inconsistent.</p>
<p>Specific matter for comment 3:</p> <p>Since IPSASB decided to develop two revenue standards (this draft standard on revenue with performance obligations and draft standard 71 on revenue without performance obligations), IPSASB decided to provide guidance on accounting for transactions with components related to both draft standards. Implementation guidance is provided in paragraphs AG69 and AG70.</p> <p>Do you agree with the application guide? If not, why not?</p>	<p>COLOMBIA In the case of Colombia, it is not possible that in the same arrangement, the purchase of goods or services and a transfer of exchange resources to the selling entity are presented simultaneously, since these transactions must be identified separately. Consequently, it is suggested to withdraw paragraphs AG69 and AG70.</p> <p>EL SALVADOR Partially agreed. Because it is necessary to analyze the impact of the scope and implications of the country's legal regulations and the fulfillment of society's needs and to clearly establish that it is sought to support the public sector and that it is viable and true.</p> <p>ECUADOR The guide allows us to identify the details of the situation posed for a revenue with and without consideration, however, the accounting remains to be clarified; that is, how to recognize these concepts in the financial statements. The application guidance should be clearer for the accounting postings of these components.</p> <p>BRAZIL Yes, I agree.</p>

	<p>PARAGUAY We do not agree, they should be accounted for in different ways, according to the economic fact.</p> <p>HONDURAS No comment is issued.</p> <p>PERU With respect to the Application Guide, it should address sections that may require further analysis and case studies.</p> <p>Likewise, in paragraph AG70 of the application guidance, we suggest that its analysis should be expanded as it mentions that the binding arrangement should clearly specify that only a part of the consideration will be returned to the buyer, this could be interpreted as if the standard dictates what a binding agreement should prescribe, if this is what is sought, we consider that a section should be added to the standard specifying the basic points that a binding agreement should contain in order to be considered as such.</p> <p>MEXICO Paragraph AG70 states that "the terms of the binding agreement should clearly specify that only a portion of the consideration will be returned to the buyer if the entity fails to deliver the promised goods or services" and that portion is accounted for under ED 70 and the rebuttable portion is accounted for under ED 71. However, it is suggested that the ED indicates that the terms of the binding arrangement should clearly identify which party is intended to assist the entity, which party is intended to "assist in achieving its objectives" and which party is rebuttable, and if none of these parties are identified, the treatment of the binding arrangement should be specified.</p> <p>However, the above requires clarification of specific examples or circumstances in which these guidelines in paragraphs AG69 and AG70 would apply, which remain ambiguous.</p> <p>GUATEMALA We agree with the elaboration of the guidelines, however, it is necessary that they clearly show the accounting in each case.</p> <p>CHILE Yes, the indications in the application guidance are considered adequate, although it is considered that it is uncommon for the same transaction to consider components with a performance obligation and without a performance obligation.</p> <p>COSTA RICA The combination of the purchase of goods or services and a transfer of exchange resources to the selling entity, in the public sector is not normal, and it is best to identify them separately.</p>
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	<p>The country's legal standing with respect to these relationships should be considered.</p>
<p>Specific matter for comment 4:</p> <p>IPSASB decided that this draft standard should include the disclosure requirements contained in IFRS 15. However, IPSASB recognized that these requirements are greater than those in existing revenue standards.</p> <p>Do you agree that the disclosure requirements should be aligned with those of IFRS 15, and that there are no disclosure requirements that should be eliminated? If not, why not?</p>	<p>COLOMBIA</p> <p>We agree with the proposed disclosures. However, we suggest including a disclosure that would allow us to differentiate between revenue that has economic substance and revenue that does not.</p> <p>EL SALVADOR</p> <p>Not entirely.</p> <p>Because IFRS 15 puts or makes the technical financial prevail over the legal, however, in the Salvadoran public sector, the legal prevails over the technical.</p> <p>Therefore, it is necessary to define the disclosure requirements that the public sector has which are very particular and in many cases different from the private sector.</p> <p>ECUADOR</p> <p>We agree with the above disclosures; however, for those related to binding arrangements we ratify the above, as they are not used by the current country legislation.</p> <p>BRAZIL</p> <p>I do not agree. There are disclosure requirements that should be eliminated.</p> <p>PARAGUAY</p> <p>We disagree, this standard should be disclosed in accordance with the particularities of the Public Sector.</p> <p>HONDURAS</p> <p>No comment is issued.</p> <p>PERU</p> <p>Disclosures have been appropriately aligned with what public entities should disclose, which also helps to provide a better picture of performance obligations over time.</p> <p>MEXICO</p> <p>In relation to the disclosure requirements, the following is specified:</p> <ul style="list-style-type: none"> • "Binding arrangements" and "significant judgments": since this standard does not require that performance obligation income be classified in a new item or accounting concept affecting the chart of accounts, it is suggested that the same treatment be given to the disclosure of binding arrangements of not distinguishing with obligation or without performance obligation.

	<p>GUATEMALA In relation to the disclosures it is necessary to verify that they are in line with the public sector.</p> <p>CHILE It is considered appropriate that IFRS 15 disclosures be used as a starting point, but more public sector specific disclosures should be added, especially for transactions that are made at below-market prices. In particular, when an institution delivers a service that is not funded by the buyer's contribution, it should indicate what other source of funding was used to cover the costs of the service. It should also disclose how much of the transfers received have been executed (used to meet the obligation) in the period and how much is still outstanding (this is considered to apply also to ED 71).</p> <p>COSTA RICA It is important to mention that IFRS, and in this case IFRS 15, responds to a business logic that normally an accounting entity with IPSAS application does not have. IPSAS normally do not seek economic benefit, and are based on service potential and accountability, which is why this perspective must be analyzed in the disclosure. However, it is important that the standard includes disclosure aspects that help accountants establish the necessary parameters. The term economic substance must be very well defined. Disclosure requirements must be in line with the reality of the public sector.</p>
<p>Specific matter for comment 5:</p> <p>In developing this draft standard, IPSASB noted that some public sector entities may be required to enter into binding arrangements to provide goods or services to parties that do not have the ability or intent to pay. Accordingly, IPSASB decided to add a disclosure requirement on such transactions in paragraph 120. The rationale for this decision is contained in paragraphs BC38 BC47.</p> <p>Do you agree with the decision to add the disclosure requirement in paragraph 120 for the disclosure of information about transactions that an entity is required to</p>	<p>COLOMBIA We agree with the proposed disclosure.</p> <p>EL SALVADOR Partially agreed Because one does not have a complete understanding of what one intends to regulate. One should continue to evaluate until one has the complete picture of the application of paragraph 120.</p> <p>ECUADOR We agree with paragraph 120.</p> <p>BRAZIL Yes, I agree.</p> <p>PARAGUAY We agree with the proposed disclosure, in particular to include figures such as compensation or swap or dation in payment that occurs in the Public Sector.</p>

<p>enter into by law or other government policy decisions? If not, why not?</p>	<p>HONDURAS No comment is issued.</p> <p>PERU Yes, these are situations that occur on a very recurring basis; however, it could be added in this disclosure that the entity evaluates and projects in a reasonable range of time if such performance obligations that will doubtlessly pay back the entity, would affect its performance over time.</p> <p>MEXICO In the particular case of MEXICO, we do not identify transactions where this disclosure needs to be addressed.</p> <p>GUATEMALA Yes, we agree.</p> <p>CHILE Yes, paragraph 120 is considered appropriate, since providing services to people with low capacity to pay is a fairly common situation, especially in the health sector.</p> <p>COSTA RICA No comment is issued.</p>
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Sincerely,

FORO DE CONTADURÍAS GUBERNAMENTALES DE AMÉRICA LATINA FOCAL