

## ACUERDOS BILATERALES

**Clasificación:** 18-2012

**Fecha de Ingreso:** 22 de febrero de 2012

**Nombre del Acuerdo:** Coordinating institution transfer agreement No.2 between the General Secretariat of the Organization of American States and the World Conservation Monitoring Centre (WCMC) for the Coordination of the Inter-American biodiversity information network protected area thematic network.

**Materia:** Coordination of the Inter-American biodiversity information network protected area thematic network.

**Partes:** SG/ World Conservation Monitoring Centre (WCMC).

**Referencia:** World Conservation Monitoring Centre (WCMC).

**Fecha de Firma:** September 23, 2011.

**Fecha de Inicio**

**Fecha de Terminación**

**Lugar de Firma:** Cambridge, UK; Washington D.C.

**Unidad Encargada:** SEDI.

**Persona Encargada:**

**Original**

**Claves**

**Cierres del proceso**

**COORDINATING INSTITUTION TRANSFER AGREEMENT NO. 2**

**BETWEEN**

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,  
THROUGH THE DEPARTMENT OF SUSTAINABLE DEVELOPMENT  
AND**

**WORLD CONSERVATION MONITORING CENTRE (WCMC)**

**FOR**

**“THE COORDINATION OF THE INTER AMERICAN BIODIVERSITY INFORMATION  
NETWORK PROTECTED AREAS THEMATIC NETWORK”**

**The Parties of this Coordinating Institution Transfer Agreement No. 2.**

“WCMC”, the “Coordinating Institution” and the “CI

and

The General Secretariat of the Organization of American States (hereinafter “GS/OAS”), a public international organization with headquarters in Washington, D.C., United States of America, through its Department of Sustainable Development (hereinafter “GS/OAS/DSD”), (hereinafter collectively referred to as the “Parties”),

**WHEREAS:**

The International Bank for Reconstruction and Development (hereinafter the “IBRD”) as implementing agency of the Global Environment Facility (“GEF”) Trust Fund, has entered into a Global Environment Facility Trust Fund Grant Agreement with GS/OAS (see Annex 1, hereto) for an amount equal to US\$6,000,000 (six million United States dollars) to fund the building of the Inter-American Biodiversity Information Network Project (the “IABIN Project”);

GS/OAS has declared its commitment to the objectives of the IABIN Project and to the specific goals of Schedule 2 (Description of Project) Subcomponent A.2 of the Global Environment Facility Trust Fund Grant Agreement’s “Interoperability and Access to Data”, whereby the Inter-American Biodiversity Information Network’s Executive Committee (“IEC”) will designate the Coordinating Institution, which will assist it in carrying out the activities in Subcomponent A.2 for the establishment of six thematic networks, each of which is to be integrated with the others<sup>1</sup>;

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<sup>1</sup> The six IABIN thematic networks are; Species, Specimens, Ecosystems, Protected Areas, Invasive Species and Pollinators. However, there are practically 5 thematic networks since Species and Specimens have been integrated into one thematic network led by a single coordinating institution.

One of the thematic networks has been identified as a Protected Areas Thematic Network, which will include assistance for the development of policies, tools, standards and protocols to access, analyze and use information concerning that thematic network;

The IEC conducted an open technical competition for qualified institutions throughout the Western Hemisphere to assume the role of Coordinating Institution for which it developed Terms of Reference (ToRs) (Annex 2), and selected Fundação O Boticário de Proteção à Natureza to act as Coordinating Institution in charge of the Inter-American Biodiversity Information Network's (hereinafter "IABIN") Protected Areas Thematic Network (hereinafter "PATN") signing a Coordinating Institution Transfer Agreement on March 31<sup>st</sup>, 2006;

The Coordinating Institution Transfer Agreement signed between the GS/OAS and Fundação O Boticário de Proteção à Natureza to establish the PATN expired on March 31<sup>st</sup>, 2009. Fundação O Boticário de Proteção à Natureza requested the PATN consortium composed of the following institutions: Instituto de Investigaciones de Recursos Biológicos Alexander von Humboldt, The EcoCiencia Foundation, The World Institute for Conservation and Environment (WICE), The Nature Conservancy (TNC), IUCN-Sur, The World Wide Fund for Nature (WWF), UNEP World Conservation Monitoring Centre (UNEP WCMC), NatureServe and Fundação O Boticário de Proteção à Natureza, to express their interest if any of the consortium members wished to assume the role of Coordinating Institution of the IABIN Protected Areas Thematic Network after March 31<sup>st</sup>, 2009.

UNEPWCMC expressed interest in assuming the role of Coordinating Institution for which it developed a technical proposal (Annex 4). Given that the IEC has confirmed UNEP-WCMC's technical, operational and administrative qualifications and legal standing to act as Coordinating Institution, UNEP-WCMC has been designated by the IEC as the Coordinating Institution of the Protected Areas Thematic Network;

From July 2010 UNEP-WCMC reorganized its administrative processes whereby all current and future UNEP-WCMC contractual rights and liabilities transferred to WCMC, a UK registered charity, which has the necessary legal personality to sign and implement this Agreement No. 2.

The Coordinating Institution has agreed to assist GS/OAS in the execution of Subcomponent A.2 and has agreed to abide by the terms and conditions stipulated in the GEF Trust Fund Grant Agreement, "Building the Inter-American Biodiversity Information Network project" (hereinafter referred to as the "GEF Trust Fund Grant") as those terms and conditions apply to the Coordinating Institutions; and

In addition, IEC and the Coordinating Institution have signed a Memorandum of Cooperation ("MOC") (see Annex 3, hereto) for the development and implementation of the above-mentioned Thematic Network, based on the technical proposal submitted by the Coordinating Institution for becoming the Coordinating Institution for the establishment of the Thematic Network (see Annex 4, hereto).

On November 4<sup>th</sup>, 2009, the GS/OAS and the CI signed a Coordinating Institution Transfer Agreement (hereinafter referred to as the "Coordinating Institution Transfer Agreement No. 1") to establish the PATN that will promote the use of biodiversity informatics in the Western Hemisphere and thereby facilitate private and public sector collaboration in developing an enduring and self-sustaining PATN.

Additional tasks related to the execution of Subcomponent A.2 and B.1 have been programmed and the IEC provided the GS/OAS with instructions for their execution during the IEC meeting held in Costa Rica on February, 2011 and therefore to implement these instructions by mutual understanding the Parties agreed to execute a new agreement, this Coordinating Institution Transfer Agreement No. 2 (hereinafter the "Agreement").

Under the Coordinating Institution Transfer Agreement No. 1, the GS/OAS contributed to the Coordinating Institution US\$29,000 of the US\$127,000 indicated in the Coordinating Institution Transfer Agreement No.1.

**NOW, therefore, the Parties hereto hereby agree as follows:**

### **ARTICLE I: OBJECTIVE**

- 1.1. The Parties shall collaborate with each other to continue establishing the PATN that will promote the use of biodiversity informatics in the Western Hemisphere and thereby facilitate private and public sector collaboration in developing an enduring and self-sustaining PATN (the "Project"), as established in this Agreement and its Annexes.

### **ARTICLE II: EXECUTION OF THE PROJECT**

- 2.1. The Coordinating Institution declares its commitment to collaborate with GS/OAS, specifically with the objectives of Subcomponent A.2 of the Project in terms satisfactory to GS/OAS/DSD and the IBRD, and to this end it shall:
  - (a) Continue to establish one thematic network for PATN (the "Thematic Network") to be integrated with the IABIN Catalogue Service and the other four thematic networks (*Invasives, Species-Specimens, Ecosystems, and Pollinators*) and the geospatial network under the IABIN Connectivity Program. The duty to establish this Thematic Network includes, but is not limited to, the development of policies, tools, standards and protocols to access, analyze and use information concerning said Thematic Network; the design and installation of a web site in a central server; the provision of training materials; the development of software for data providers; the operation and maintenance of said Thematic Network; and the development of multilingual training materials concerning the operation of said Thematic Network;
  - (b) Carry out technical, financial and reporting responsibilities in accordance with the provisions set forth in Annex 5 Part B.1 and Part B.2, for as long as this Agreement is effective, and shall participate in the review of the IBRD and GS/OAS/DSD with the pertinent reports and to take all measures required to ensure the sustainability of the Thematic Network;
  - (c) Follow GS/OAS operating procedures to procure goods, non-consultant technical services and consultants' services in accordance with the provisions set forth in the Operational Manual (Annex 6) and in Annex 5 Part A; and
  - (d) Prepare an annual operating plan ("AOP") in accordance with the provisions set forth in Part B.2.3 of this Agreement, which is designed to meet the objectives of this Agreement in such manner that all activities ensure the achievement of goals

of Subcomponent A.2 and sustainability of the Thematic Network that has been entrusted to the Coordinating Institution.

### **ARTICLE III: ORGANIZATION FOR IMPLEMENTATION OF THE PROJECT**

- 3.1. The Coordinating Institution shall maintain a team of specialists in charge of the activities for the annual operating plan, set forth in Article XIII paragraph 13.2 of this Agreement, whose qualifications are satisfactory to GS/OAS and the IBRD. In addition, the Coordinating Institution will fulfill its commitments under the MOC signed with the IEC.

### **ARTICLE IV: CONTRIBUTIONS**

- 4.1. Under this Agreement, the GS/OAS will contribute to the Coordinating Institution US\$98,000 (ninety eight thousand United States dollars, hereinafter the "Contribution") until September 30<sup>th</sup> 2011 for the execution of the Project. This amount is a portion of the GEF Trust Fund Grant proceeds (hereinafter "CI Transfer Funds") and will be disbursed as indicated in 4.1.1.

4.1.1. Until September 30<sup>th</sup> 2011, funds from the Contribution will be disbursed according to the following schedule, provided that expected deliverables and reports are accepted by GS/OAS/DSD according to AOP, ToRs, MOC, and technical proposal (Annexes 2, 3, 4) and in accordance with the provision set forth in Annex 5 Part B of this Agreement:

(a) The first transfer of funds of \$36,000.00 shall be disbursed upon delivery by the CI and approval by the GS/OAS/DSD of the first report and expected deliverables set forth in Annex 5, Part B.

(b) The second transfer of funds of \$62,000.00 shall be disbursed upon delivery by the CI and approval by the GS/OAS/DSD of the final report and expected deliverables set forth in Annex 5, Part B.

The co-financing amount to be contributed by the Coordinating Institution shall be US\$ 196,000.00 (one hundred ninety six thousand United States dollars) until September 30<sup>th</sup>, 2011 for the execution of the Project, which will be reported in the parallel financing form (Annex 5, attached) and the Annual Operating Plan for the duration of the Project (Annex 5, attached).

- 4.3. Specific budgetary allocations within components as specified in the annual work plan may be modified provided the modifications have the prior written approval of GS/OAS/DSD.
- 4.4. The Contribution for the execution of the Project is subject to and exclusively limited to GS/OAS' receipt of the funding provided by the IBRD GEF Trust Fund Grant;
- 4.5. Financial management by the Coordinating Institution will be done in accordance with Article IV of the GEF Trust Fund Grant Agreement with GS/OAS (see Annex 1, hereto) for the building of the IABIN Project.

## **ARTICLE V: OPERATIONAL RESPONSIBILITIES OF THE PARTIES**

### **5.1. The Coordinating Institution shall:**

- a. Be responsible for Project execution and the monitoring of each component of the Project as per this Agreement and based on the technical proposal submitted by the Coordinating Institution contained in Annex 4 to this Agreement;
- b. Maintain a financial management system, including records and accounts, and have its financial statements and reports (balance sheet, statement of income and expenses, annual work plan, four-month reports, and related statements) in accordance with consistently applied accounting standards acceptable to the GS/OAS, adequate to reflect its operations and financial condition and to register separately the operations, resources and expenditures related to the Project, as specified in Annex 5 of this Agreement;
- c. Financial obligations and the expenses that appear in the financial reports shall be supported, where applicable, by legal commitments for them. In addition, the expenses reported in the above reports must be for amounts actually disbursed;
- d. Cooperate fully with the representatives that GS/OAS designates in writing to perform the Project evaluations deemed necessary by GS/OAS. To this end, the Coordinating Institution shall allow such persons free access to the premises on which the Project is being executed and to all property, staff, and technical and financial documents pertaining to the Project. In addition, the Coordinating Institution will monitor and evaluate, in collaboration with the IEC and the GS/OAS, all those indicators related to the implementation of IABIN Thematic Networks as defined in the GEF Trust Fund Grant Agreement with GS/OAS (see Annex 1, hereto) for the building of the IABIN Project, the Project Implementation Plan ("PIP"), (see: [www.iabin.net](http://www.iabin.net)), and the Monitoring and Evaluation Methodology (see annex 1 of the PIP) developed by IABIN;
- e. Reimburse GS/OAS/DSD with the Contribution amount that is not spent, not later than 60 days after the conclusion of the Agreement or finalization of the Project. This amount shall be reimbursed by means of a remittance in United States dollars payable to GS/OAS;
- f. In addition to submission of the required reports in paragraph b, above, keep the IABIN IEC and GS/OAS/DSD informed of the status of Project execution;
  - (1) The Coordinating Institution shall Inform GS/OAS/DSD, in cases when problems arise in the execution of the Project, as soon as a situation develops which might prevent the timely execution of the Project, and shall indicate all steps taken to correct this situation and to ensure that the Project meets the programmed objectives.
  - (2) The Coordinating Institution shall respond to any requests for additional specific reports made by GS/OAS/DSD within no more than fifteen (15) calendar days from receipt of the request. Failure to provide an appropriate reply to such requests is cause for suspension of disbursements of financial resources under this Agreement.
- g. Keep income and expense vouchers and/or supporting documents for the accounting records of the CI Transfer Funds for a period of five (5) years after termination of the Agreement or completion of the Project;

- h. Cooperate fully with the Inspector General of GS/OAS (hereinafter the "IG"), and/or with the auditors designated by the IG, in the conduct of any audits, inspections, evaluations, or investigations that the IG decides upon and that involve financial or operational matters related to the Project and/or to the Contribution transactions carried out using the CI Transfer Funds. In fulfilling the requirements of this paragraph, the Coordinating Institution shall allow the IG and the auditors designated by the IG, full, free, and unrestricted access to the functions, activities, operations, records, property, and staff of the Project, and to the relevant technical and financial documents; and
- i. In the event that GS/OAS/DSD so requests, submit an opinion prepared by external auditors certifying that the accounting records on which the financial reports of the Project are based faithfully reflect the financial operations of the Coordinating Institution.

5.2. GS/OAS/DSD shall:

- a. Promote the Project and its results;
- b. Establish Project financial and administrative reporting formats and procedures, as stated in Annex 5 to this Agreement;
- c. Allocate and disburse financial resources from the GEF Trust Fund Grant to the CI Transfer Funds to support execution of the Project in accordance with article IV and Annex 5 to this Agreement; and
- d. In collaboration with the IEC, evaluate the narrative and financial reports submitted by the Coordinating Institution.

(1) If the IEC and GS/OAS/DSD should determine that execution of the Project is unsatisfactory, in light of the reports and documents submitted, or if those reports and documents present problems that make it impossible to approve them, GS/OAS/DSD shall notify the Coordinating Institution of its observations in writing within (15) calendar days of making that determination. The Coordinating Institution must respond to these observations within no more than fifteen (15) calendar days counting on the day after the date of receipt of notification. GS/OAS/DSD shall suspend disbursement of the CI Transfer Funds until the problems are resolved to the satisfaction of GS/OAS/DSD.

#### **ARTICLE VI: FINANCIAL MANAGEMENT**

- 6.1. The CI will provide to the GS/OAS/DSD financial reports of expenditures made against the CI Transfer Funds in accordance with Annex 5 of this Agreement.
- 6.2. Subsequent transfers of funds from the Contribution may be requested by the Coordinating Institution with appropriate justification based upon projected expenditures over a certain period, provided that GS/OAS/DSD has previously received and approved the products and the period narrative and financial reports in accordance with Annex 4 of this Agreement.
- 6.3. The Coordinating Institution shall authorize one person to serve as the Coordinating Institution's representative to request and receive the CI Transfer Funds. The Coordinating

Institution may revoke this authorization and designate another representative upon provision of written notification to GS/OAS/DSD, accompanied by an original sample of the new representative's signature. Such notification must be received by GS/OAS/DSD at least five (5) calendar days prior to a request for the transfer of funds from the Contribution by the Coordinating Institution under its new representative's signature.

- 6.4 The GS/OAS may request the Coordinating Institution to open and maintain for the duration of the Agreement a dedicated bank account in a commercial bank satisfactory to the GS/OAS.
- 6.5 The Coordinating Institution may place the Contribution money from the CI Transfer Funds received from GS/OAS in an interest-bearing account. Interest accrued on the CI Transfer Funds must be used for financing the Project. Otherwise, the interest accrued herein must be returned to GS/OAS at the end of the Agreement.
- 6.6 If, at the written request of the Coordinating Institution, a portion or all of the Contribution from the CI Transfer Funds is converted to or paid in a currency other than United States dollars, the Coordinating Institution shall bear any losses resulting from exchange rate fluctuations.
- 6.7 The Coordinating Institution shall be responsible for maintaining and providing for audit purposes, the receipts or invoices supporting payments made with the Contribution from the CI Transfer Funds, and other documents that support that the Contribution amounts were used by the Coordinating Institution to finance eligible Project activities in the corresponding annual operating plan.

#### **ARTICLE VII: WARRANTIES AND LIABILITIES**

- 7.1. The Coordinating Institution shall release and hold harmless IBRD and GS/OAS and their officers, employees and agents from any liability related to the Project, and shall indemnify GS/OAS and IBRD for any suits, claims and damages resulting from activities related to the Project.
- 7.2. If, for any reason, a third party should file a claim against GS/OAS, either directly or through GS/OAS/DSD, in relation to this Agreement and/or in relation to execution of the Project, the Coordinating Institution shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. The Coordinating Institution shall further be required to indemnify GS/OAS and IBRD for any damages GS/OAS and IBRD may suffer as a result of these third-party claims, including court costs and attorneys' fees, should these damages arise from failure or negligence on the part of the Coordinating Institution or its agents to fully abide by terms of this Agreement.
- 7.3. GS/OAS may require the Coordinating Institution to obtain insurance policies covering the risks associated with implementing this Agreement.
- 7.4. Except as otherwise stated in this Article VII, each Party shall be exclusively responsible for its own actions and omissions in relation to this Agreement.
- 7.5. In the event that the Coordinating Institution is unable to continue with the execution of this Agreement, all products and materials including, but not limited to software, databases, website domains and their contents, files and hardware, and tools acquired or developed



through the implementation of this Agreement shall be returned to GS/OAS in certified good and workable condition at no cost to the Director of GS/OAS/DSD in Washington D.C., United States of America within 60 days from the date of notification to GS/OAS of CI's inability to continue with the execution of this Agreement.

#### **ARTICLE VIII: PUBLICATIONS AND OUTREACH ACTIVITIES**

- 8.1. Every document published and other outreach activities (e.g., presentations, interviews) regarding activities of the Coordinating Institution in the execution of the Project must recognize the role of IABIN and shall include the IABIN and OAS logos. Major publications could optionally include the logos of the City of Knowledge, GEF, and the IBRD. At the same time, it must be clearly stated therein that the opinions expressed in those documents are not necessarily the opinions of the OAS, GS/OAS and/or any of its organs, officers, employees, and agents, or of the IBRD or OAS Member States.

#### **ARTICLE IX: INTELLECTUAL PROPERTY RIGHTS**

- 9.1. The Coordinating Institution shall not have any title, copyright, patent, or other proprietary rights in any work developed with Contribution funds provided by GS/OAS under this Agreement. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Coordinating Institution shall assist in securing the intellectual property rights produced under this Agreement and in transferring them to GS/OAS. All work shall comply with the IABIN access to information and intellectual property regulation found on [www.iabin.net](http://www.iabin.net).

#### **ARTICLE X: APPLICABLE LAW**

- 10.1. The law applicable to this Agreement and to its Dispute Resolution clause is the law of the District of Columbia, United States of America.

#### **ARTICLE XI: DISPUTE RESOLUTION**

- 11.1 Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to the arbitration rules currently in effect of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Washington, D.C., United States of America and the language shall be English. The sole arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*, and the decision shall be final and binding.

#### **ARTICLE XII: PRIVILEGES AND IMMUNITIES**

- 12.1. Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the OAS, GS/OAS, their personnel, and their goods under international law and the domestic law of OAS Member States.

### **ARTICLE XIII: INSTITUTIONAL COORDINATION AND NOTICE**

- 13.1. The representative of GS/OAS designated to receive and give written notice under this Agreement is:

Name: Jorge Saggiante  
Title: Acting Executive Secretary for Integral Development  
Address: OAS General Secretariat Building  
1889 F Street, N.W.  
Washington, D.C. 20006, USA  
Tel: (202) 458-3510  
Fax: (202) 458-3560  
E-mail: [MCortesCosta@oas.org](mailto:MCortesCosta@oas.org)

- 13.2. (i) The representative of the Coordinating Institution designated to receive and give written notice under this Agreement is:

Name: Dr. Tim Johnson  
Title: Chief Operating Officer, WCMC  
Address: 219 Huntingdon Road, Cambridge, Cb3 0DL, UK  
Tel: +44 1223 277314  
Fax: +44 1223 277136  
E-mail: [tim.johnson@unep-wcmc.org](mailto:tim.johnson@unep-wcmc.org)

- (ii) The representative of the Coordinating Institution designated to prepare the financial reports under this Agreement is:

Name: Judith Haste  
Title: Finance Director, WCMC  
Address: 219 Huntingdon Road, Cambridge, CB3 0DL, UK  
Tel: +44 1223 277314  
Fax: +44 1223 277136  
E-mail: [judith.haste@unep-wcmc.org](mailto:judith.haste@unep-wcmc.org)

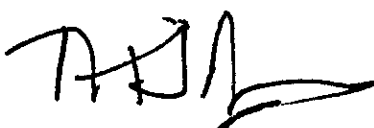
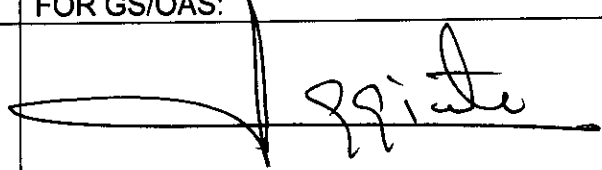
- 13.3. Either Party may replace its designated representative under this Article by providing advanced written notice to the other and such replacement shall be simultaneously communicated to the IBRD.

### **ARTICLE XIV: TERM, MODIFICATION, TERMINATION, AND ANNEXES**

- 14.1. Agreement TF053526 (Annex 1) shall be the programmatic and juridical framework for this Agreement and therefore shall be binding upon the Parties. In case of any conflict between the terms of Agreement TF053526 and those of this Agreement, the terms of Agreement TF053526 and of the Operational Manual (Annex 6) shall prevail. The definitions of terms not contained herein shall be those contained in Agreement TF053526.
- 14.2. Both Parties may agree at any time to technical modifications, operational or fiduciary amendments, and extensions to closing dates. These actions will be effective once the IBRD has expressed no objection and when the duly authorized representatives of both Parties have signed an amendment to this Agreement as specified in article 14.3 of this Agreement.
- 14.3. With the prior no objection of the IBRD, this Agreement may be modified by written amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.
- 14.4. This Agreement shall enter into force on the date on which the duly authorized representatives of both Parties sign it. It shall remain in force until September 30<sup>th</sup>, 2011.
- 14.5. GS/OAS may terminate this Agreement for justified reasons, by giving notice in writing to the Coordinating Institution five (5) calendar days in advance of the termination date. The following shall be considered as justified reasons for termination: noncompliance with any of the obligations assumed by the Coordinating Institution under this Agreement; the existence of irregularities in the management of the Contribution from the CI Transfer Funds; the bankruptcy of the Coordinating Institution; the nonreceipt by GS/OAS of funding from the GEF Trust Fund Grant, and the need to safeguard the interests of the OAS and/or GS/OAS.
- 14.6. Either Party may terminate this Agreement because of unforeseen circumstances by giving written notice to the other thirty (30) calendar days in advance of the termination date. Acts of God or cases of *force majeure* shall be considered as unforeseen circumstances, among others.
- 14.7. In the situations indicated in Articles 14.5 and 14.6 of this Agreement, the Coordinating Institution may not contract any further obligations after the date of receipt of the termination notice. Moreover, the Coordinating Institution must submit a final (narrative and financial) report within a period no later than thirty (30) calendar days after receipt of the notification of termination.
- 14.8. Within five (5) calendar days of the termination date, the Coordinating Institution shall reimburse GS/OAS for the portion of the Contribution from the CI Transfer Funds that was not spent and/or was not irrevocably obligated to third parties prior to the termination date. The reimbursement shall be made by a remittance in United States dollars payable to the order of GS/OAS.
- 14.9. Annexes 1, 2, 3, 4, 5, and 6 to this Agreement are attached hereto and are hereby incorporated by reference into this Agreement.

SIGNED by the duly authorized representatives of the Parties in duplicate originals on the date and at the place indicated below:

PO# 222536

FOR THE COORDINATING INSTITUTION:	FOR GS/OAS:
 Tim Johnson Chief Operating Officer, WCMC	 Jorge Saggiante Acting Executive Secretary for Integral Development General Secretariat of the Organization of American States
Date: 23rd Sept 2011	Date: 12/09/2011
Location: Cambridge, UK	Location: Washington D.C., USA

**List of Annexes:**

Annex 1 – GEF Trust Fund Grant Agreement TF053526 “Building the Inter-American Biodiversity Information Network Project” (Separate PDF Document)

Annex 2 – Terms of Reference (ToRs) (Separate PDF Document)

Annex 3 – Memorandum of Cooperation (MOC) (Separate PDF Document)

Annex 4 – Technical Proposal (Separate Word Document)

Annex 5 – Fiduciary Information: Part A: Procurement and Part B: Financial (attached)

Annex 6 – Operational Manual (Separate Word Document)

## Annex 5 – Fiduciary Information: Part A: Procurement and Part B: Financial

### Part A – Procurement

After preparation of, negotiation upon, and agreement on the content of the Agreement, the CI shall submit for GS/OAS/DSD’s review and approval a procurement plan (hereinafter referred to as the “PP”) covering the 10 month period of the project. The CI shall not use the CI Transfer Funds prior to approval by GS/OAS/DSD of the PP to finance goods, non-consultant, and/or consultants’ services. However the CI is authorized to use the CI Transfer Funds without the GS/OAS/DSD’s approval to finance training and operating costs.

The PP shall set forth: (a) goods and services; and (b) consultants’ services. The CI shall update the PP not later than November 15 of each year of Project implementation or as needed throughout the duration of the Project and shall implement the Project in the manner that has been approved by the GS/OAS/DSD.

Any revisions proposed to the PP shall be furnished to the GS/OAS/DSD for its prior approval. Procurement of goods, non-consultant, and consultants’ services must adhere to the procurement rules stipulated in the Operational Manual (Annex 6), and in Schedule 3 of the GEF Trust Fund Grant Agreement (Annex 1).

Eligible expenditures means reasonable expenses of goods, consultants’ services, non-consultant services, training, and/or operating costs, that the CI would not have been incurred in absent the Project, which are:

- Consultants services that work within and/or outside of the CI;
- Goods necessary to carry out the Project;
- Operating costs (means, incremental CI staff salaries, project administration costs, operation and maintenance of office equipment, and non-durable goods); and
- Training (means incremental travel costs. The CI is encouraged to utilize CI co-financing funds to finance CI staff travel costs).

Non-eligible Contribution expenditures under the CI Transfer Funds are those expenditures that were not justified by the evidence furnished to the GS/OAS. The CI shall, promptly upon notice from the GS/OAS:

- Provide additional evidence as the GS/OAS may request; or
- Deposit into the dedicated Bank account of the CI (or, if the GS/OAS shall so request, refund to the GS/OAS) an amount equal to the Contribution amount of such expenditure not eligible or justified. The GS/OAS shall not finance such expenditure until the CI has provided evidence or made a deposit or refund, as the case may be.

### **Sample of Procurement Plan**

Comp.	Activity	Resources	Review	Procurement Process	Budget		Financiam. GEF %	Timeframe (Duration of activities by days)								Observations			
					Programmed	Actual		Technical Specifications		Invitation to Quote		Evaluation of bids		Purchase			Receipt		
								Programmed	Actual	Programmed	Actual	Programmed	Actual	Programmed	Actual		Programmed	Actual	

**Part B – Financial**

The Coordinating Institution shall follow GS/OAS financial rules of procedures and GS/OAS/DSD/IABIN technical reporting formats adequate to enable GS/OAS to monitor and evaluate on an ongoing basis the carrying out of the Project activities;

**IABIN Indicator Measuring Matrix**

Indicator	Responsible	Measurement as of Dec 2008	Measurement on 3rd Quarter 2009	Measurement on 4th Quarter 2009
1. Visits to the Portal of the IABIN Protected Areas Thematic Network increase	H. Pavese	362 (average/month)		
4. Data and metadata content in the IABIN Protected Areas Thematic Network increases	H. Pavese	10,852		
5. Number of people trained per year on data creation tools, data quality and use of tools developed by IABIN PATN	H. Pavese	18		

**1. Disbursement**

For the duration of the Project, the GS/OAS will disburse to the Coordinating Institution \$98,000.00 (ninety eight thousand United States dollars) according to the following disbursement schedule:

**1<sup>st</sup> Transfer of funds:** US\$36,000.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the first financial-technical report and expected products according to the table below no later than August 15<sup>th</sup>, 2011.

**Activities and Outputs:**

#	Activities	Output (product)	Timetable	Indicator
1.3	Review and finalize of the IABIN PATN data structure and data management standards and protocols	Document with IABIN PATN data structure and data management standards and	Month 1	Protected areas data accepted and utilized by regional organizations

		protocols		
1.4	Generate and maintain the PATN database	The PATN database developed and operational	Month 1	Database on line and available at least 95% of the time as shown by PATN server statistics.
1.5	Development and operationalization of a IABIN PATN Web Service	Webservice developed and operational	Month 1	WDPA successfully updated periodically with protected areas data from all the IABIN countries
1.6	Development and deployment of a PATN data management generic tool	PATN data management generic tool developed and instructions manual produced and circulated in Portuguese, Spanish and English.	Month 1	Generic tool disseminated to at least 2 countries in the region
2.4	Redevelopment of the IABIN PATN Web Portal	IABIN PATN Web Portal redeveloped and online.	Month 1	Visits to the Portal of the IABIN Protected Areas Thematic Network increase by 10% by December 2009

**2<sup>nd</sup> Transfer of funds:** \$62,000.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the final financial-technical report and expected products according to the table below, no later than September 15<sup>th</sup>, 2011.

**Activities and Outputs:**

#	Activities	Output (product)	Timetable	Indicator
1.4	Generate and maintain the PATN database	The PATN database developed and operational	Month -1-2	Database on line and available at least 95% of the time as shown by PATN server statistics.
1.6	Development and deployment of a PATN data management generic tool	PATN data management generic tool developed and instructions manual produced and circulated in Portuguese, Spanish and English.	Month 1-2	Generic tool disseminated to at least 2 countries in the region



2.1	Publication and dissemination of PATN standards and protocols	Document with IABIN PATN data structure and data management standards and protocols made available on the PATN Web Portal and also circulated to the IABIN members and partners.	Month 1-2	WDPA successfully updated periodically with protected areas data from all the IABIN countries
2.2	Dissemination of the PATN data management generic tool	PATN data management generic tool shared with governmental and non governmental data management agencies.	Month 1-2	Generic tool disseminated to at least 2 countries in the region
2.3	Linkage of the PATN database with other regional and national initiatives	Webservice connecting PATN database with other regional and national databases implemented and operational. Guideline for data exchange through webservice developed and disseminated.	Month -1-2	WDPA successfully updated periodically with protected areas data from all the IABIN countries
1.4	Generate and maintain the PATN database	The PATN database developed and operational	Month 1-2	Database on line and available at least 95% of the time as shown by PATN server statistics.
2.2	Dissemination of the PATN data management generic tool	PATN data management generic tool shared with governmental and non governmental data management agencies.	Month 1-2	Generic tool disseminated to at least 2 countries in the region

2.3	Linkage of the PATN database with other regional and national initiatives	Webservice connecting PATN database with other regional and national databases implemented and operational. Guideline for data exchange through webservice developed and disseminated.	Month -1-2	WDPA successfully updated periodically with protected areas data from all the IABIN countries
3.2	Development and dissemination of a document describing data management best practices	A document describing best practice for protected areas data management developed and disseminated within the IABIN Region and abroad.	1-2	Improved data management in the region

## 2. Reporting

The Coordinating Institution shall prepare under terms of reference satisfactory to the GS/OAS/DSD, and furnish for approval to the GS/OAS/DSD:

2.1 The first report must be submitted on August 15, 2011 and the final report must be submitted on September 15, 2011. On the basis of such reports, the GS/OAS shall deposit into the dedicated Bank account of the Coordinating Institution the Contribution amounts expressed above. The first and final reports shall include:

- Text description of project advancements and quantitative performance indicators as well as narrative progress, challenges and/or difficulties, and quantitative performance indicators encountered to the date of the report in both Spanish and English;
- Prepare a financial monitoring report with cumulatively incurred expenditures and operating plan for the subsequent calendar four-month period showing the funds provided under the Coordinating Institution Transfer Agreement;
- Prepare a statement with sources and uses of funds under the CI Transfer Funds;
- Report on Co-financing contributed by the Coordinating Institution further to article 4.2 of the Agreement (Parallel Financing Reporting Form);
- Describe physical progress in Project implementation, showing progress achieved during such calendar four-month period and setting out the measures recommended to ensure the efficient carrying out of the products for the subsequent calendar four-month period and explain variances

between the actual and planned Project implementation. In addition, the second four-month period report will include a summary of the previous eight-month period and the third four-month period report should include a summary report of all year activities and accomplishments;

- The expenditures reported in this report must be for amounts actually disbursed.

Below please find the template formats for the operating plan for the four-month period report, Statement of Sources and Uses of Funds by Components, and a sample of a Parallel Financing Form.

### Sample of statement of source and uses of funds by components

Statement of Sources and Uses of Funds by Component  
Period between January to March 2006 - Quarter Report # 1 (Use March 06)  
In US\$ dollars

Code	Accumulative Jan-Mar	Total Accumulative	Total Expenditure Accumulative (Commitment - Obligations)		Period of the Project AOP	G/OAS Funds Available
			Committed	Obligations		
<b>Total Income / Financing</b>	\$					
<b>G/OAS Subtotal Transfer of Funds</b>	\$					
Transfer of Funds # 1 (mm/yy)	\$	\$	\$	0.00%	\$ 488,000.00	\$ 488,000.00
Transfer of Funds # 2 (mm/yy)	\$					
Transfer of Funds # 3	\$					
Transfer of Funds # 4	\$					
<b>Other Funds</b>	\$					

Description	Actual		Estimated		Variance		Programmed	AOP FOR 2006
	Quarter	Accumulative	Quarter	Accumulative	Actual Quarter	Total Accumulative		
<b>Direct Funds to PDRS Component</b>								
Component 1	\$	\$	\$ 10,500.00	\$ 10,500.00	0.00%	\$	\$ 11,200.00	\$ 26,700.00
Component 2	\$	\$	\$	\$	#DIV/0!	#DIV/0!	\$	\$ 10,500.00
<b>Subtotal of Funds</b>	\$	\$	\$ 10,500.00	\$ 10,500.00	0.00%	0.00%	\$ 47,800.00	\$ 222,310.00
Cash Transfer # 1 (March 2006)	\$	\$ 4,900.00						
<b>Total Obligations of the Period</b>		\$						
<b>Balance of Funds available (accumulated financing - uncommitted non-commitments of the period)</b>		\$						

Percentage of execution exceeding not executed (without commitments) 0.00%  
Percentage of execution exceeding expenditures and commitments 0.00%

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### Sample of statement of uses of funds by components and activities

ACTIVITIES	Resources	Actual		Estimated		% Actual Estimated	% Actual Accumulative AOP	Programmed Quarter	Annual Operating Plan for 2006
		Actual Quarter	Accumulative	Actual Quarter	Accumulative Actual / Estimate				
		mm - mm 06	mm - mm 06	mm - mm 06	mm - mm 06				
1 Activity	1 Resources	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	\$0
	2 Resources	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	\$0
2 Activity	1 Resources	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	\$0
<b>TOTAL OF COMPONENT 1</b>		\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	\$0

### Sample of Statement of expenditures

1	2	3	4	5	6	7	8	9	10	11	12
Resource	Name of Vendor	Number of Contract (PO #)	Location	Original Amount of Contract (equivalent in USD)	Total of Cumulative payments already reported	Amount requested in this application	Invoice Description	Date of Payment	% Finance by IBRD	Date of Withdrawal from Operating Account	Amount withdrawn from Operating Account

### Sample of Parallel Financing Reporting Form

PLEASE PROVIDE INFORMATION ABOUT THE ACTIVITIES AND COSTS THAT YOUR INSTITUTION HAS FUNDED RELATED TO TABIN ACTIVITIES (DO NOT INCLUDE FUNDS PROVIDED BY TABIN)

**INTERNATIONAL FINANCER (SOURCES)**

Academic ( ) MGD ( ) Government ( ) Multilateral Agencies ( ) Other ( )

INSTITUTION / ORGANIZATION NAME	
COUNTRY	
DEPARTMENT/OFFICE/OTHER	
AUTHORIZED PERSON NAME   EMAIL	
DATE	

**IMPORTANT:** The information reported in this form is the Institution/Organizations' responsibility, which will be filed together with the background documentation during project implementation, and are required that their records are available for review

**01. Information security**  
 Support to create the information infrastructure necessary for users to search and access biodiversity data and information (i) Consultants' Services to work on the catalogue and the six Thematic Networks (Specimens, Species, Ecosystems, Invasive Species, Pollinators and Protected Areas), (ii) Participation in Seminars and Workshops (iii) Operating expenses

Units of Parallel Financing	ACTUAL				Description
	# of Units	Cost per hour	Actual Semester	Period of the Project	
Technical Personnel Hours - Senior Level					
Technical Personnel Hours - Junior Level					
Equipment and supplies					
Physical Infrastructure					
Documents					
Number of professionals in Seminar n (cost/day)+(travel cost)					
Others (please detail)					
<b>Sub-Total</b>			\$0	\$0	

*It is consider an average of 15% in tax earning. Since OAS is tax exempt, the GEF contracts that are exempt of taxes comes to be as a counterpart for those countries.*

### 3. Account for CI Transfer Funds

The GS/OAS may request the Coordinating Institution to open and maintain for the duration of the Agreement a dedicated bank account in a commercial bank satisfactory to the GS/OAS.

The Coordinating Institution may place the proceeds from the CI Transfer Funds received from GS/OAS in an interest-bearing account. Interest accrued on the CI Transfer Funds must be used for financing the Project. Otherwise, the interest accrued on the proceeds must be returned to GS/OAS at the end of the Agreement.

If, at the written request of the Coordinating Institution, a portion or all of the CI Transfer Funds is converted to or paid in a currency other than United States dollars, the Coordinating Institution shall bear any losses resulting from exchange rate fluctuations.

### 4. Audit arrangements

Furnish to the GS/OAS/DSD as soon as available, but in any case not later than six months after the end of their fiscal year: (i) certified copies of the financial statements and statements of sources and uses of funds in accordance with auditing standards and within the context of CI's annual external audit of accounts by an independent firm of auditors; and (ii) an opinion on such statements, by said auditors, in scope and detail satisfactory to the GS/OAS; and maintain for a period of five years after the Project is completed or after termination of the Agreement, information concerning records and accounts that support that the Contribution funds were used by the Coordinating Institution to finance eligible activities in the corresponding annual work plan and audited financial statements; and

Cooperate fully with the Inspector General of GS/OAS (hereinafter the "IG"), and/or with the auditors designated by the IG, in the conduct of any audits, inspections, evaluations, or investigations that the IG decides upon and that involve financial or operational matters related to the Project and/or to the transactions carried out using the CI Transfer Funds. In fulfilling the requirements of this paragraph, the Coordinating Institution shall allow the IG and the auditors designated by the IG, full, free, and unrestricted access to the functions, activities, operations, records, property, and staff of the Project, and to the relevant technical and financial documents.

In the event that GS/OAS/DSD so requests, submit an opinion prepared by external auditors certifying that the accounting records on which the financial reports of the Project are based faithfully reflect the financial operations of Coordinating Institution.