

ACUERDOS BILATERALES

Clasificación: 80-2012

Fecha de Ingreso: 13 de junio de 2012

Nombre del Acuerdo: Coordinating Institution transfer agreement number two between General Secretariat of the Organization of American States and the Pollinator Partnership for “the implementation of activities in support of the IABIN Pollinators Thematic Network

Materia: Implementation of activities in support of the IABIN Pollinators Thematic Network

Partes: GS/ the Pollinator Partnership

Referencia: the Pollinator Partnership

Fecha de Firma: August 12, 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: San Francisco; Washington, D.C.

Unidad Encargada: Executive Secretary for Integral Development

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

THE POLLINATOR PARTNERSHIP

FOR

**“THE IMPLEMENTATION OF ACTIVITIES IN SUPPORT OF THE IABIN (INTER AMERICAN
BIODIVERSITY INFORMATION NETWORK) POLLINATORS THEMATIC NETWORK”**

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

Pollinator Partnership (hereinafter referred to as the “Coordinating Institution” or “CI”), a private not-for-profit organization with charitable organization status pursuant to IRC §501(c)3 since 1997, with headquarters in San Francisco, California, USA;

and

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

WHEREAS:

The International Bank for Reconstruction and Development (hereinafter referred to as the “IBRD”) as implementing agency of the Global Environment Facility (hereinafter referred to as the “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 (“IABIN”) Project;

GS/OAS has declared its commitment to the objectives of the project and to the specific goals of Schedule 2 (Description of Project): Subcomponent A.2 of the Global Environment Facility Trust Fund Grant Agreement “Interoperability and Access to Data”, whereby the IABIN Executive Committee (hereinafter referred to as the “IEC”) will designate the CI, which will assist the IEC in carrying out the activities in Subcomponent A.2 for the establishment of five thematic networks, each of which is to be integrated with the other networks;

One of the thematic networks has been identified as the Pollinators Thematic Network (hereinafter referred to as the “PTN”), 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 has conducted an open technical competition for qualified institutions throughout the Western Hemisphere to assume the role of Coordinating Institution for which the IEC developed Terms of Reference ("ToRs") (see Annex 2, hereto), and has selected Coevolution Institute (Coevolution Institute later changed its legal name to Pollinator Partnership) after the IEC confirmed its technical, operational and administrative qualifications and legal standing to act as the CI in charge of the PTN;

The CI 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 CI;

In addition, the IEC, and Coevolution Institute have signed a Memorandum of Cooperation ("MOC") (see Annex 3, hereto) for the development and implementation of the above-mentioned thematic networks, based on the technical proposal submitted by the institution for becoming the CI for the establishment of the thematic networks (see Annex 4, hereto);

On August 23, 2006, the GS/OAS, and the CI, signed a Coordinating Institution Transfer Agreement (hereinafter referred to as the "Coordinating Institution Transfer Agreement No. 1") amended on August 17, 2009 to establish the PTN 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 PTN;

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 this instructions by mutual understanding the Parties agreed to execute a new agreement, the Coordinating Institution Transfer Agreement No. 2 (hereinafter the "Agreement"); and

Under the Coordinating Institution Transfer Agreement No. 1 and the Amendment No. 1, the GS/OAS contributed to the Coordinating Institution US\$270,000.00 of a total of US\$285,000;

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

ARTICLE I: OBJECTIVE

- 1.1. The purpose of this Agreement is to continue to establish the PTN 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 PTN (hereinafter referred to as the "Project"), as established in this Agreement and its Annexes.

ARTICLE II: EXECUTION OF THE PROJECT

- 2.1. The CI declares its commitment to collaborate with GS/OAS, specifically with the objectives of Subcomponent A.2 and B.1 of the Project in terms satisfactory to GS/OAS/DSD and the IBRD, and to this end, shall:
- (a) Continue to establish one thematic network for PTN to be integrated with the IABIN Catalogue Service and the other four Thematic Networks (i.e., *Invasives Species, Species and Specimens, Ecosystems, and Protected Areas*). The duty to establish these thematic networks 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 networks; and the development of English and Spanish training materials concerning the operation of said thematic networks;
 - (b) Carry out technical, financial and reporting responsibilities in accordance with the provisions set forth in Annex 5 Part 1, Part 2 and Part 3, for as long as this Agreement is effective;
 - (c) 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 PTN;
 - (d) Comply with GS/OAS operating procedures to procure goods, non-consultant services, and consultants' services in accordance with the provisions set forth in the Operational Manual in Annex 6 and in Annex 5, Part A; and
 - (e) Prepare a Procurement Plan (hereinafter referred to as the "PP") and an Annual Operating Plan (hereinafter referred to as the "AOP") in accordance with the provisions set forth in Part 1 and Part 3.2, respectively, of this Coordinating Institution Transfer Agreement No. 2. The PP and the AOP shall be designed to meet the objectives of this Agreement in such manner that all activities ensure the achievement of goals of Subcomponent A.2 and B.1 and sustainability of the PTN that has been entrusted to the CI under this Agreement.
 - (f) Improve the integration of the PTN data with the IABIN Data Integration Analysis Gateway ("IABIN DIAG").
 - (g) Implement data and metadata quality control measures as set forth in Subcomponent B.1, for completion of approximately 15 Data Content Grant Projects.

ARTICLE III: ORGANIZATION FOR IMPLEMENTATION OF THE PROJECT

- 3.1. The CI shall maintain a team of specialists in charge of the technical and financial activities, set forth in the Article XIII, paragraph 13.2 of this Agreement, whose qualifications are satisfactory to GS/OAS and the IBRD. In addition, the CI 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 CI up to US\$45,000 (forty five thousand United States dollars, hereinafter the "Contribution") until September 30th 2011 for the execution of the Project. This amount is a portion of the GEF Trust Fund Grant proceeds (hereinafter "Coordinating Institution Transfers" or "CI Transfers") and will be disbursed as indicated in paragraphs 4.1.1 and 4.1.2 of this Agreement.

4.1.1. Pursuant to this Agreement, the GS/OAS shall contribute to the CI a total of US\$15,000 for the implementation of data and metadata quality control measures as set forth in Subcomponent B.1, for completion of approximately 15 Data Content Grant Projects. Such implementation shall include:

- a. Drafting of the Request for Proposal for the Data Content Grants Projects in Pollinators and Georeferencing of the PTN data already in digital form.
- b. Serving on the evaluation committee and assuring proposals concur with IABIN standards and protocols pertinent to the IABIN PTN including georeferencing proposals.
- c. Reviewing the deliverables (progress and final report, validation of the data digitalized, and data sharing through PTN) from Eligible Institutions for the carrying out of Subcomponent B.2, to ensure compliance with their proposals and the PTN standards and protocols.
- d. Evaluating the output and measure indicator number 4 of the IABIN Indicator Measuring Matrix for every quarter and semester report.
- e. Creating Metadata in the IABIN Catalogue for each PTN Data Provider.

4.1.1.1 GS/OAS' contribution of US\$15,000 shall be paid on a monthly basis, upon (i) completion of Data Content Grant Projects and (ii) submission by the CI to GS/OAS, in a manner satisfactory to GS/OAS, of lists including the completed Data Content Grant Projects for each quarter ("Project Lists") at a rate of US\$1,000 per Data Content Grant Project.

4.1.2. Pursuant to this Agreement, GS/OAS shall contribute to the CI a total of US\$30,000 for the implementation of activities to improve the integration of the PTN data with the IABIN Data Integration Analysis Gateway and promote usability and application of IABIN tools and data in OAS member countries ("IABIN DIAG") as set forth in Subcomponent A.2 including:

- a. Implement a new mechanism in the PTN Portal to permit the updating of PTN data in the IABIN DIAG based on Darwin Core.
- b. Develop a new statistical analysis tool for PTN data that would permit those responsible in the countries, as well as curators of collections, to access information on their data such as: number of registries by country, by institution, collection, taxon, evolution of total digitization.
- c. Develop a georeferencing tool, integrated with the proposed methodology of CIAT-Colombia for IABIN, to the Biodiversity Data Digitizer.
- d. Develop a tool for resolving taxonomic names based on the Integrated Taxonomic Information System, and integrated with the Biodiversity Data Digitizer tool

- e. Develop new outreach material on PTN that will demonstrate the functionality of PTN tools, and assist Focal Points and GS/OAS with regional outreach events showcasing developments of the PTN and other IABIN efforts.
- f. Report on technical meetings held during the period of the Agreement.

4.1.2.1 GS/OAS' contribution of US\$30,000 shall be paid according to the following schedule under this Agreement:

- a. US\$5,000 upon submission of a work plan no later than two weeks after signing this Agreement
- b. US\$15,000 upon submission of a progress technical and financial report on the activities, including draft outreach materials as outlined in the workplan, no later than August 20 15th, 2011
- c. US\$10,000 upon completion of the tools detailed in Annex 7 of this Agreement and submission of all outreach material and final technical and financial report on the development and functionality of the tools no later than September 20th, 2011

Upon submission of each deliverable/report above, GS/OAS will have up to five business days to review the deliverable/report, and the CI will have ten business days to address any requested modifications/changes.

- 4.2 The co-financing amount to be provided by the CI will be of US\$ 30,000.00 (thirty thousand United States dollars) until September 30th 2011 for the execution of the Project, which will be reported in the Parallel Reporting Financing Form (Annex 5 Part 3.1).
- 4.3. Specific budgetary allocations within activities as specified in the AOP may be modified with 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 of the GEF Trust Fund Grant.

ARTICLE V: OPERATIONAL RESPONSIBILITIES OF THE PARTIES

- 5.1. The CI 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 CI contained in Annex 7 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 operating plan, quarterly reports, procurement plan, and related statements) in accordance with generally accepted accounting principles, adequate to reflect CI's 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. Support financial obligations and the expenses that appear in the financial reports, 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 established in the GEF Trust Fund Grant Agreement with GS/OAS (see Annex 1, hereto) for the building of the Inter-American Biodiversity Information Network Project, the Project Implementation Plan (see: www.iabin.net), and the Monitoring and Evaluation Methodology developed to that end by IABIN;
- e. Reimburse GS/OAS/DSD with the remaining amount of the CI Transfer Funds that is not spent, not later than sixty (60) days after the closing date of the Agreement. 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 IEC, and GS/OAS/DSD informed of the status of Project execution;
 - (1) The CI shall inform GS/OAS/DSD, in situations 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 CI shall indicate all steps taken and to be taken to correct this situation and to ensure that the Project meets the programmed objectives;
 - (2) The CI 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 years after the Agreement is terminated or five years after the Project is completed;
- h. Cooperate fully with the Inspector General of GS/OAS (hereinafter referred to as 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 h, 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. Allocate and disburse financial resources from the GEF Trust Fund Grant to the CI Transfers to support execution of the Project in accordance with article IV, above, and Annex 5 to this Agreement once the requirements set forth in this Agreement have been met;
- c. In collaboration with the IEC, evaluate the quarterly and annual operating and financial reports submitted by the CI. 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 CI of its observations in writing within fifteen (15) calendar days of making that determination. The CI 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 Transfers until the problems are resolved to the satisfaction of GS/OAS/DSD;
- d. Collaborate with CI to design and plan complementary initiatives in support of CI activities in OAS Member States in Latin America and the Caribbean.

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. CI Transfer Funds may be requested by the CI with appropriate documentation and deliverables as specified in Article IV, paragraph 4.1 of this Agreement, in accordance with Annex 7 of this Agreement.
- 6.3. The CI shall authorize one person to serve as the CI's representative to request and receive the CI Transfer Funds. The CI 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 payment by the CI under its new representative's signature.
- 6.4. The GS/OAS may request the CI 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 CI may place the Contribution from the CI Transfer Funds received from the 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 that account must be returned to GS/OAS upon termination of this Agreement or completion of the Project.
- 6.6. If, at the written request of the CI, a portion or all of the CI Transfer Funds is converted to or paid in a currency other than United States dollars, the CI shall bear any losses resulting from exchange rate fluctuations.

- 6.7. The CI 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 shall be responsible for maintaining and providing for audit purposes other documents that support CI's submission(s) to the effect that the Contribution was used by the CI to finance eligible Project activities in the corresponding AOP.

ARTICLE VII: WARRANTIES AND LIABILITIES

- 7.1. The CI shall release and hold harmless GS/OAS and its officers, employees and agents from any liability related to the Project, and shall indemnify GS/OAS for any suits, claims and damages resulting from activities related to the Project, including attorneys' fees and costs.
- 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 CI shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. The CI shall further be required to indemnify GS/OAS for any damages GS/OAS 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 CI or its agents to fully abide by terms of this Agreement.
- 7.3. GS/OAS may require the CI 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 CI 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 GS/OAS, and shall be sent to the Director of GS/OAS/DSD at 1889 F Street in Washington D.C., 20006, USA, within sixty (60) days from the date CI communicates to GS/OAS its inability to continue with the execution of the Agreement.

ARTICLE VIII: PUBLICATIONS AND OUTREACH ACTIVITIES

- 8.1. Every document published and other outreach activities (e.g., presentations, interviews) regarding activities of the CI in the execution of the Project must recognize the role of IABIN and of the GS/OAS and shall include the IABIN and OAS logos. Every document containing the OAS logo must be approved by GS/OAS. Major publications could also 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 CI 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 CI 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.

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., USA, and the language of the arbitration 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
Tel: (202) 458-3181
Fax: (202) 458-3560
E-mail: JSaggiante@oas.org

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

Name: Laurie Davies Adams

Title: Executive Director
Address: 423 Washington, 5th floor
San Francisco, CA 94111 USA
Tel: 415 362 1137
Fax: 415 362 3070
E-mail: LDA@pollinator.org

(ii) The representative of the CI designated to coordinate and prepare the deliverables under this Agreement is:

Name: Laurie Davies Adams
Title: Executive Director
Address: 423 Washington, 5th floor
San Francisco, CA 94111 USA
Tel: 415 362 1137
Fax: 415 362 3070
E-mail: LDA@pollinator.org

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

ARTICLE XIV: TERM, MODIFICATION, TERMINATION, AND ANNEXES


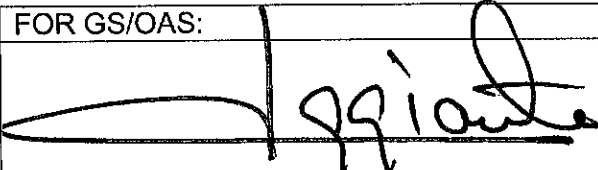
- 14.1. Both Parties may agree at any time to technical modifications, operational or fiduciary amendments, and extensions to closing dates. These actions will be effective once the IBRD has expressed no objection and when the duly authorized representatives of both Parties have signed an amendment to this Agreement as specified in article 14.2 of this Agreement.
- 14.2. 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.
- 14.3. This Agreement shall enter into force on the last date on which the duly authorized representatives of the Parties have signed it. It shall remain in force until September 30th 2011.
- 14.4. GS/OAS may terminate this Agreement for cause by giving notice in writing to the CI five (5) calendar days in advance of the termination date. The following shall be considered as reasons for termination for cause: noncompliance with any of the obligations assumed by CI under this Agreement; the existence of irregularities in the management of the Contribution from the CI Transfer Funds; the bankruptcy of the CI; the non-receipt by GS/OAS of funding from the GEF Trust Fund Grant; and the need as determined by GS/OAS to safeguard the interests of the OAS and/or GS/OAS.
- 14.5. 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 Agreement

termination date. Acts of God or cases of *force majeure* shall be considered as unforeseen circumstances, among others.

- 14.6. In the situations indicated in Articles 14.4 and 14.5 of this Agreement, CI may not contract any further obligations after the date of receipt of the termination notice. Moreover, CI must submit a final (technical and financial) report within a period no later than thirty (30) calendar days after receipt of the notification of termination.
- 14.7. Within five (5) calendar days of the termination date, the CI shall reimburse GS/OAS for the portion of 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.
- 14.8. Annexes 1, 2, 3, 4, 5, 6 and 7 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 dates listed below, and at the places indicated below:

PO# 284273

FOR THE COORDINATING INSTITUTION:	FOR GS/OAS:
 Laurie Davies Adams Executive Director Coevolution Institute	 Jorge Saggiante Acting Executive Secretary for Integral Development General Secretariat of the Organization of American States
Date: <i>August 12, 2011</i>	Date: <i>2011-08-05</i>
Location: San Francisco	Location: Washington D.C.

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)

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

Annex 4 – Technical Proposal (Separate Word Document)

Annex 5 – Fiduciary Information (attached)

Annex 6 – Operational Manual (Separate Word Document)

Annex 7 – Technical Integration Proposal (Separate Word Document)

Annex 5 – Fiduciary Information

Part 1 – Procurement

After preparation of, negotiation upon, and Coordinating Institution Transfer Agreement No. 2 on the content of Coordinating Institution Transfer Agreement No. 2, the CI shall submit for GS/OAS/DSD's review and approval a procurement plan (hereinafter referred to as the "PP") covering the period until September 30 2011. The CI shall not use the CI Transfers 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 Transfers 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 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 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);
- Training (means incremental travel costs. The CI is encouraged to utilize CI co-financing funds to finance CI staff travel costs)

Non-eligible expenditures under the CI Transfers 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 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		Financing, GEF %	Timeframe (duration of activities by days)								Observations							
								Technical Specifications		Invitation to Quote		Evaluation of bids		Purchase			Receipt						
								Programmed	Actual	Programmed	Actual	Programmed	Actual	Programmed	Actual		Programmed	Actual					

Part 2 – Disbursements

CI shall follow GS/OAS/DSD/IABIN financial and disbursement reporting formats adequate to enable GS/OAS to monitor and evaluate on an ongoing basis the carrying out of the project activities. No payments shall be made prior to the date of signature of the Coordinating Institution Transfer Agreement No. 2 by the duly authorized representatives of the parties, as specified in Article XVIII.

The GS/OAS may request that the CI open and maintain for the period of the Coordinating Institution Transfer Agreement No. 2 a dedicated bank account in a commercial bank satisfactory to the GS/OAS.

The CI may place the Contribution from the CI Transfer Funds received from GS/OAS in an interest-bearing account. Interest accrued on the CI Transfers must be used for financing the Project. Otherwise, all interest accrued on the Contribution which have not been used for financing the Project must be returned to GS/OAS at the end of the Coordinating Institution Transfer Agreement No. 2.

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

Part 3 – Reporting

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

3.1. Financial Reports must be submitted along with any technical report. Financial reports shall include:

- Financial monitoring report with cumulatively incurred expenditures financed with CI Transfers and estimated expenditures for the subsequent quarter period, showing the funds provided under the CI Transfers;
- Report on Co-financing contributed by CI further to article 4.2 of the CI Transfer Agreement (Parallel Financing Reporting Form);
- Describe physical progress in Project implementation, showing progress achieved during such calendar quarter and setting out the measures recommended to ensure the efficient carrying out of the activities for the subsequent calendar quarter. These reports will be cumulative and cover accomplishments included in previous reports;
- The expenditures reported in this report must be for amounts actually disbursed.

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 (Jan-March 06)
 In US\$ dollars

Code	Accumulative Jan06-March06	Total Accumulative	Total Expenditures Accumulative (Commitments-allocated)		Total Expenditures/Total Project Deficit	Period of the Project AOP	GSOAS Funds Available
			Actual	Estimated			
Total Income / Financing							
GSOAS Subtotal Transfer of Funds	\$ -						
Transfer of Funds # 1 (money)	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 400,000.00	\$ 400,000.00
Transfer of Funds # 2 (money)	\$ -						
Transfer of Funds # 3	\$ -						
Transfer of Funds # 4	\$ -						
Other Funds							

Use of Funds by Entity Component	Actual		Estimated		Variation		Programmed	AOP FOR 2006
	Quarter	Accumulated	Quarter	Accumulated	Actual/Estimated	Total Accumulated		
Component 1	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%	0.00%	\$ 11,200.00	\$ 36,200.00
Component 2	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ 10,200.00
Subtotal of funds	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%	0.00%	\$ 11,200.00	\$ 46,400.00
Cash Transfer # 1 (March 2006)	\$ 40,000.00							
Total Obligations of the Period	\$ -				Percentage of execution considering real executed (without commitments) 0.00%			
Balance of Funds available (accumulated financing - accumulated use - commitments of the period)	\$ -				Percentage of execution considering 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 yyyy
		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
	TOTAL 01 - COMPONENT 1	\$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

Parallel Financing Reporting Form					
MM-YY-WWWW					
PLEASE PROVIDE INFORMATION ABOUT THE ACTIVITIES AND COSTS THAT YOUR INSTITUTION HAS FUNDED RELATED TO IABIN ACTIVITIES (DO NOT INCLUDE FUNDS PROVIDED BY IABIN)					
INFORMATION OF FINANCIER(S) (SOURCE)					
<input type="checkbox"/> Academic () <input type="checkbox"/> NGO () <input type="checkbox"/> Government () <input type="checkbox"/> Multilateral Agencies () <input type="checkbox"/> 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.					
D1 - Interoperability and Access to Data					
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)					
Sub-Total			\$0	\$0	
<i>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.</i>					

Part 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 the GS/OAS' fiscal year: (i) certified copies of the financial statements referred to in paragraph 5.1.b 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 information concerning records and accounts that support that the Contribution was used by the CI to finance eligible activities according to the AOP and audited financial statements; and

Cooperate fully with the Inspector General of GS/OAS (hereinafter referred to as 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 CI 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 CI.