

ADDENDUM NUMBER 1

TO THE

COORDINATING INSTITUTION TRANSFER AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,
THROUGH THE DEPARTMENT OF SUSTAINABLE DEVELOPMENT OF THE
EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT**

AND

THE COEVOLUTION INSTITUTE

FOR

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

This Addendum Number 1 (the “Addendum”) between Coevolution Institute referred to herein as Coordinating Institution or “CI”, and the General Secretariat of the Organization of American States, hereinafter referred to as “GS/OAS”, through its Department of Sustainable Development, hereinafter referred to as “GS/OAS/DSD” (jointly referred to herein as the “Parties”), shall be appended to and be governed by, the terms set out in the CI Transfer Agreement between the GS/OAS and the CI signed on August 25, 2006 (hereinafter “the CI Transfer Agreement”). Nothing in this Addendum and its Annex 1 shall be construed as modifying the terms agreed to under the CI Transfer Agreement except as specifically set forth herein.

Under the Addendum, the Parties hereby agree that pursuant to Article 14.2 of the CI Transfer Agreement, the provisions indicated below of the CI Transfer Agreement shall be amended as follows:

Article I

1.1 Section 2.1 and Subsection (d) of the CI Transfer Agreement shall be amended to read as follows:

“2.1 The CI, declares its commitment to collaborate with GS/OAS and IABIN, specifically with the objectives of Subcomponents A.2 and B(1), as set forth in Schedule 2 of the GEF Trust Fund Grant Agreement in terms satisfactory to GS/OAS/DSD and the IBRD, and to this end, the CI shall:

- (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 Agreement. 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 Thematic Network that have been entrusted to the CI under this Agreement.

Article II

2.1 Section 4.1.2 of the CI Transfer Agreement shall be amended to read as follows:

“4.1.2 The remaining funds under this Agreement will be disbursed in the last year as follows:

(a) in the last year, funds will be disbursed upon review and approval by GS/OAS of the CI’s quarterly reports (Technical and Financial), which shall be presented to GS/OAS every quarter. Following the approval of the CI’s quarterly reports, GS/OAS will disburse the amount specified in the corresponding approved quarterly report.”

2.2 A Subsection 4.1.3 shall be added under Section 4.1 of the CI Transfer Agreement, to read as follows:

“4.1.3 Pursuant to the Addendum, GS/OAS shall contribute to the CI a total of US\$105,000 (US\$90,000 under Subsection 4.1.4 and US\$15,000 under Subsection 4.1.5) for the execution of Subcomponent B(1) 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 Subsections 4.1.4. and 4.1.5.”

2.3 Subsections 4.1.4 and 4.1.5 shall be added under Section 4.1 of the CI Transfer Agreement, to read as follows:

“4.1.4 The CI shall provide a budget to the GS/OAS for the carrying out of Subcomponent B(1), consisting of the organization of training sessions on the use of data creation tools (within the meaning of “Training” defined in the GEF Trust Fund Grant Agreement) and the trainers’ fees. Subject to the review and approval of said budget by GS/OAS/DSD, GS/OAS/DSD shall disburse the corresponding funds upon delivery of a financial statement after the training sessions are completed, including eligible expenditures in accordance with the provisions of the approved budget.”

“4.1.5 Pursuant to the Addendum, 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 project 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 Pollinators Thematic Network (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.

4.1.5.1 GS/OAS' contribution shall be paid on a quarterly basis, upon (i) completion of Data Content Grant Projects and (ii) submission by the CI to GS/OAS, of lists including the completed Data Content Grant Projects for each quarter ("Quarterly Project Lists"). The Quarterly Project Lists shall be submitted with the quarterly reports indicated hereto in subsection 4.1.2 (b)."

2.4 Section 4.4 of the CI Transfer Agreement shall be amended to read as follows:

"4.4 The contribution of up to US\$285,000.00 until June 30, 2010 period that the GS/OAS will contribute to the CI 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."

Article III

3.1 Section 14.3 of the CI Transfer Agreement shall be amended to read as follows:



"14.3. This Agreement shall enter into force on the date on which the duly authorized representatives of the Parties have signed it. It shall remain in force until June 30, 2010."

3.2 Subsections 14.9 and 14.10 shall be added under Article XIV of the CI Transfer Agreement, to read as follows:

"14.9 The Parties ratify the activities implemented since June 1, 2008, related to the data and metadata quality control measures for completion of approximately 2 Data Content Grant Projects as set forth in article 2.3 of this Addendum."

"14.10 Pursuant to Article 14.2 of the CI Transfer Agreement, the Addendum and Annex 1 of the Addendum are attached to the CI Transfer Agreement and shall form an integral part thereof."

SIGNED by the duly authorized representatives of the Parties in duplicate originals as of the effective date listed below, and at the place indicated below:

FOR THE COORDINATING INSTITUTION:	FOR GS/OAS:
 Laurie Davis Adams Executive Director Coevolution Institute	 Alfonso Quiñónez Executive Secretary for Integral Development
Date: Aug 17, 2009 Location: San Francisco, CA	Date: August 17, 2009 Location: Washington D.C

Annex 1

Budget for Implementing Data and Metadata Quality Control Measures

Cost per Professional hour	<i>\$62.50</i>
Average of Number of hour per Data Content Grant Project	<i>16</i>
Cost per Data Content Grant Project	<i>\$1,000</i>
Approximate Number of Data Content Grant Projects	<i>15</i>
Total Cost	<i>\$15,000</i>