

**COORDINATING INSTITUTION TRANSFER AGREEMENT**

**BETWEEN**

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

**AND**

**THE COEVOLUTION INSTITUTE**

**FOR**

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

**The Parties,**

Coevolution Institute (hereinafter referred to as the “Coordinating Institution” or “CI”), a private not-for-profit organization 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., through its Department of Sustainable Development (hereinafter referred to as “GS/OAS/DSD”),

**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 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 IEC (hereinafter referred to as the “IABIN Executive Committee”) will designate the CI, which will assist the IABIN Executive Committee 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 IABIN Executive Committee (hereinafter referred to as the "IEC") has conducted an open technical competition for qualified institutions throughout the Western Hemisphere to assume the role of Coordinating Institution ("CI") for which the IEC developed Terms of Reference ("ToRs") (see Annex 2, hereto), and has selected Coevolution Institute after the IEC confirmed the IEC's 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; and

In addition, the IEC, and the 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).

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

#### **ARTICLE I: OBJECTIVE**

- 1.1. The Parties agree to collaborate with each other 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 of the Project in terms satisfactory to GS/OAS/DSD and the IBRD, and to this end, shall:
  - (a) Establish one thematic network for PTN to be integrated with the IABIN Catalogue Service and the other five Thematic Networks (i.e., *Invasives Species, Species, Specimens, Ecosystems, and Protected Areas*) and the geospatial network under the IABIN Connectivity Program. 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 Thematic Network;
- (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 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 sustainability of the Thematic Network that have been entrusted to the CI under this Agreement.

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

- 3.1. Within sixty (60) calendar days of the signing of this Agreement, the Parties shall form a Project Management Committee (hereinafter referred to as the "PMC") to be made up of one representative of each Party. The PMC shall also include the IABIN Secretariat based at the Ciudad del Saber, Panama (comprised of the IABIN Secretariat Director, the Thematic Network Coordinator, and the Data Content Manager) and members of the IEC, and/or of the IABIN Council as appropriate. Each Party may replace its representative on the PMC by advanced written notice to the other Party.
- 3.2. The PMC shall meet during the first month of every calendar quarter subsequent to the effective date of this Agreement to discuss Project planning and to monitor the progress of the Project. Meetings may be held by telephone conference calls or through email communications.
- 3.3. 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**

Under this Agreement, the GS/OAS will contribute to the CI US\$180,000 (One hundred eighty thousand United States dollars) over a 36-month period 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. During the first year (i.e., 12 months) of this Agreement, CI Transfers will be disbursed according to the following schedule, and expected deliverables and

reports submitted to the IABIN Secretariat and approved by GS/OAS/DSD according to AOP, ToRs, MOC, and technical proposal (Annexes 2, 3, 4, hereto), and in accordance with the provision set forth in Annex 5, Part 2 of this Agreement:

(a) First CI Transfer of US\$7,000.00 shall be disbursed upon signature of this Agreement and shall finance the implementation of Project activities for the first quarter set forth in Annex 5, Part 2, as submitted to the IABIN Secretariat and approved by the GS/OAS/DSD;

(b) Second CI Transfer of \$32,500.00 shall be disbursed according to the AOP for the second quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the first quarterly report and expected deliverables set forth in Annex 5, Part 3.1 and 3.2, respectively;

(d) Third CI Transfer of \$21,500.00 shall be disbursed according to the AOP for the third quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the second quarterly report, and expected deliverables set forth in Annex 5, Part 3.1 and 3.2, respectively, and

(d) Fourth CI Transfer of \$7,000.00 shall be disbursed according to the AOP for the fourth quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the third quarterly report, and expected deliverables set forth in Annex 5, Part 3.1 and 3.2, respectively.

4.1.2. The remaining CI Transfers under this Agreement will be disbursed according to the AOP to be presented to the IABIN Secretariat not later than November 15 of 2006, 2007, and 2008, respectively, and to be approved by the GS/OAS/DSD. The AOP shall contain project activities to be carried out and deliverables to be produced according to Annexes 2, 3, and 4.

4.1. The co-financing amount to be provided by the CI will be of US\$2.00 (two United States dollars) per every dollar contributed by the GS/OAS. Thus, the CI shall contribute US\$ 360,000.00 (three hundred sixty thousand United States dollars) over a 36-month period for the execution of the Project, which will be reported in the Parallel Reporting Financing Form (Part 3.1).

4.2.1. During the first year (12 months) of this Agreement, the CI will contribute co-financing according to the disbursement of CI Transfers and the AOP for the first year, as submitted to the IABIN Secretariat and approved by the GS/OAS/DSD:

(a) The first co-financing amount to be contributed by the CI shall be of US\$14,000.00, and shall be submitted upon signature of this Agreement;

(b) The second co-financing amount to be contributed by the CI shall be US\$65,000.00 and shall be submitted within the first quarterly report;

(c) The third co-financing amount to be contributed by the CI shall be US\$43,000.00 and shall be submitted within the second quarterly report; and

(d) The fourth co-financing amount to be contributed by the CI shall be \$14,000.00, and shall be submitted within the third quarterly report.

4.2.2. The remaining co-financing amount under this Agreement will be reported in the second and third year according to the AOP to be presented as mentioned above in paragraph 4.1.2.

- 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. This contribution of US\$180,000.00 over the 36-month 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 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 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 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, the IABIN Secretariat 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 ("PIP"), (see: [www.iabin.net](http://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 CI Transfer 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 IABIN Secretariat, 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 CI Transfer Agreement 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 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. Upon signature of this Agreement by the duly authorized representatives of the Parties and upon approval of the first AOP, GS/OAS will disburse the first CI Transfer of US\$7,000.00 (seven thousand United States dollars) to the CI.
  - 6.1.1. The CI will provide to the GS/OAS/DSD financial reports of expenditures made against this CI Transfer in accordance with Annex 5 of this Agreement.
  - 6.1.2. Subsequent CI Transfers may be requested by the CI with appropriate documentation, as specified in Article IV, paragraph 4.1.1 (b), (c) (d) and 4.1.2 of this Agreement, in accordance with Annex 4 of this Agreement.
- 6.2. The CI shall authorize one person to serve as the CI's representative to request and receive the CI Transfers. 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 a CI Transfer by the CI under its new representative's signature.
- 6.3. The GS/OAS may request the CI to open and maintain for the period of the CI Transfer Agreement a dedicated bank account in a commercial bank satisfactory to the GS/OAS.
- 6.4. The CI may place the proceeds from the CI Transfers received from the GS/OAS in an interest-bearing account. Interest accrued on the CI Transfers must be used for financing the Project. Otherwise, the interest accrued on that account must be returned to GS/OAS at the end of the CI Transfer Agreement.
- 6.5. If, at the written request of the CI, a portion or all of the CI Transfers is converted to or paid in a currency other than United States dollars, the CI shall bear any losses resulting from exchange rate fluctuations.
- 6.6. The CI shall be responsible for maintaining and providing for audit purposes, the receipts or invoices supporting payments made with proceeds from the CI Transfers, and shall be responsible for maintaining and providing for audit purposes other documents that support CI's submission(s) to the effect that the proceeds were used by the CI to finance eligible 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 within sixty (60) days

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

- 8.1. Every document published and other outreach activities (e.g., presentations, interviews) in regard to the 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 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](http://www.iabin.net).

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

- 10.1. The law applicable to this Agreement 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 arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL), and the law of the District of Columbia, United States of America. The place of arbitration shall be Washington, D.C., and the language of the arbitration shall be English. The court of



arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono*, and its 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: Scott Vaughan  
Title: Director, Department of Sustainable Development  
Address: OAS General Secretariat Building  
1889 F Street, N.W.  
Washington, D.C. 20006  
Tel: (202) 458-6248  
Fax: (202) 458-3560  
E-mail: [svaughan@oas.org](mailto:svaughan@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@coevolution.org](mailto:LDA@coevolution.org)

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


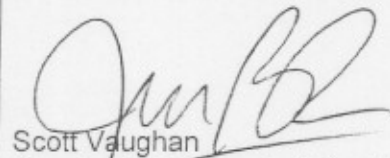
Name: Laurie Davies Adams  
Title: Executive Director  
Address: 423 Washington, 5th floor  
San Francisco, CA 94111 USA  
Tel: 415 362 1137  
Fax: 415 362 3070  
E-mail: [LDA@coevolution.org](mailto:LDA@coevolution.org)

- 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 Addendum 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 for a period of thirty six (36) months thereafter.
- 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 CI Transfers; 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’s 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 Transfers 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, 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 as of the Effective Date listed below, and at the place indicated below:

FOR THE COORDINATING INSTITUTION:	FOR GS/OAS:
 Laurie Davies Adams Executive Director Coevolution Institute	 Scott Vaughan Director, Department of Sustainable Development General Secretariat of the Organization of American States
Date: August 23, 2006	Date: August 23, 2006
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 5 – Fiduciary Information

### Part 1 – Procurement

After preparation of, negotiation upon, and agreement on the content of CI Transfer Agreement, the CI shall submit for GS/OAS/DSD’s review and approval a procurement plan (hereinafter referred to as the “PP”) covering an initial period of at least 18 months. 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 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 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		Financiam. GEF %	<i>Timeframe (duration of activities by days)</i>												Observations
								Technical Specifications		Invitation to Quote		Evaluation of bids		Purchase		Receipt				
					Programmed	Actual		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 CI Transfer Agreement 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 CI Transfer Agreement a dedicated bank account in a commercial bank satisfactory to the GS/OAS.

The CI may place the proceeds from the CI Transfers 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 proceeds which have not been used for financing the Project must be returned to GS/OAS at the end of the CI Transfer Agreement.

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.

During the first year (12 months) under the Agreement, the GS/OAS will disburse to the CI a sum of \$68,000.00 according to the following schedule and expected deliverables:

**First CI Transfer:** US\$ 7,000.00 shall be disbursed upon signature of the CI Transfer Agreement by the duly authorized representatives of the parties and shall finance the implementation of the following Project activities, as submitted to the IABIN Secretariat and approved by the GS/OAS/DSD in accordance with Annex 5, Part 3 paragraph 2:

#	Activities	Output (product)	Timetable	Indicator
1.2	Establish partnerships with current pollinator conservation projects (local and regional)	We will begin with the existing networks – i.e., invite people to become involved through the pollinator conservation projects that are included in the 120 NAPPC partners. We plan more outreach within Central America and South America, Brazilian Pollinator Initiative, and others. We plan to identify all existing organizations and activities and determine which ones we can enrol as	Jul – Dec 2006	Produce list of established partnerships

		partners. We will, among other things, seek common ground for standards. Our ultimate objective it to get all partners identified and establish informal partnerships.		
1.4	Coordinate with other pollinator projects (global)	We will closely coordinate this project with GBIF and FAO, who are jointly developing a Global Pollinator Information Management System. We will meet with their principal staff to coordinate activities and also invite them to attend the meeting of the Pollinators Technical Advisory Group.	Jul – Dec 2006	Report on global pollinator projects
2.1	Assemble Technical Advisory Group	Establish Terms of Reference for the Group and extend invitations to prospective members. Members will be familiar with both content and IT requirements.	Jul – Dec 2006	List of group members
2.4	Coordinate activities with Species Thematic Network	A member of the PTN with IT expertise will travel to the August 2006 meeting of the Species Thematic Network to coordinate with them.	Jul – Dec 2006	Report from the PTN on activities at the Species Thematic Network meeting

**Second CI Transfer:** US\$32,500.00 shall be disbursed according to the AOP for the second quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the first quarterly report according to Part 3.1 of this Annex and the following expected deliverables:

#	Activities	Output (product)	Timetable	Indicator
1.1	Evaluate and assess information needs	The first step in this is to conduct a needs assessment survey. This will be conducted with multiple stakeholders in their primary language. The results will be compiled and quantified. In addition, interviews will be conducted to acquire a multi-dimensional view of the end-user and his/her needs.	Oct 2006 – Mar 2007	Report on information needs.
1.2	Establish partnerships with current pollinator conservation projects (local and regional)	We will begin with the existing networks – i.e., invite people to become involved through the pollinator conservation projects that are included in the 120 NAPPC partners. We plan more outreach within Central America and South America, Brazilian Pollinator Initiative, and others. We plan to identify all existing organizations and activities and determine which ones we can enrol as partners. We will, among other things, seek common ground for standards. Our	Jul – Dec 2006	List of partners



		ultimate objective it to get all partners identified and establish informal partnerships.		
1.4	Coordinate with other pollinator projects (global)	We will closely coordinate this project with GBIF and FAO, who are jointly developing a Global Pollinator Information Management System. We will meet with their principal staff to coordinate activities and also invite them to attend the meeting of the Pollinators Technical Advisory Group.	Jul – Dec 2006	List of groups with which we are coordinating and the corresponding projects.
2.1	Assemble Technical Advisory Group	Establish Terms of Reference for the Group and extend invitations to prospective members. Members will be familiar with both content and IT requirements.	Jul – Dec 2006	List of qualified group members.
2.2	Meeting of Technical Advisory Group	A meeting is tentatively planned for Dec 13-16, 2006 in Brazil.	Oct – Dec 2006	Produce agenda for meeting and list of attendees.
2.3	Select and agree upon data elements, standards and protocols	A work product from the meeting referenced will be documented data elements, protocols, and standards for the PTN, maintaining compatibility with those defined by the Secretariat and IABIN Technical	Oct 2006 – Jun 2007	Report on selected data elements, standards, and protocols.

		Working Group.		
2.4	Coordinate activities with Species Thematic Network	A member of the PTN with IT expertise will travel to the August 2006 meeting of the Species Thematic Network to coordinate with them.	Jun – Dec 2006	Report on meeting.
2.5	Design and Implement Prototype Network Architecture	Create a prototype work product that can be beta tested and can tie into the major data centers with whom we will interface. The work product will include a design document for an installed network that includes necessary software, applications, related standards, and technical support.	Oct 2006 – Jun 2007	Creation of the prototype.
2.6	Install Prototype Website for Pollinator Thematic Network	A prototype home page and website will be developed.	Oct 2006 – Mar 2007	Development of the website.
3.1	Determine format for Online Directory of Pollinator Experts	Prepare Terms of Reference for inclusion of experts in Catalog. Consult with IABIN Secretariat, Thematic Networks and other initiatives. Include data elements and reporting format.	Oct 2006 – Mar 2007	Report including terms of reference and formats.

**Third CI Transfer:** US\$21,500.00 shall be disbursed according to the AOP for the third quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the second quarterly report according to Part 3 paragraph 1 of this Annex and the following expected deliverables:

#	Activities	Output (product)	Timetable	Indicator
1.1	Evaluate and assess information	The first step in this	Oct	Report on information

	needs	is to conduct a needs assessment survey. This will be conducted with multiple stakeholders in their primary language. The results will be compiled and quantified. In addition, interviews will be conducted to acquire a multi-dimensional view of the end-user and his/her needs.	2006 – Mar 2007	needs.
1.3	Conduct Gap Analysis of pollinator knowledge	The National Academy of Sciences National Research Council Study on the Status of Pollinators of North America will produce this for North America. Our partners in Brazil will produce this for Brazil. We will also raise this issue during the evaluation survey/interviews (see point 1a.)	Jan – Jun 2007	Report produced in Brazil.
2.3	Select and agree upon data elements, standards and protocols	A work product from the meeting referenced will be documented data elements, protocols, and standards for the PTN, maintaining compatibility with those defined by the Secretariat and IABIN Technical Working Group.	Oct 2006 – Jun 2007	Report on selected data elements, standards, and protocols.
2.5	Design and Implement Prototype Network Architecture	Create a prototype work product that can be beta tested and can tie into the major data	Oct 2006 – Jun 2007	Creation of the prototype.

		centers with whom we will interface. The work product will include a design document for an installed network that includes necessary software, applications, related standards, and technical support.		
2.6	Install Prototype Website for Pollinator Thematic Network	A prototype home page and website will be developed.	Oct 2006 – Mar 2007	Development of the website.
3.1	Determine format for Online Directory of Pollinator Experts	Prepare Terms of Reference for inclusion of experts in Catalog. Consult with IABIN Secretariat, Thematic Networks and other initiatives. Include data elements and reporting format.	Oct 2006 – Mar 2007	Report including terms of reference and formats.
3.2	Gather data for Online Directory of Pollinator Experts	Solicit data from experts to populate database.	Jan – Mar 2007	Data collected.
3.3	Include Online Directory of Pollinator Experts on website	Display Online Directory of Pollinator Experts at PTN website.	Jan – Jun 2007	Directory established online.

**Fourth CI Transfer:** US\$7,000.00 shall be disbursed according to the AOP for the fourth quarter and upon delivery to the IABIN Secretariat and approval by the GS/OAS/DSD of the third quarterly report according to Part 3 paragraph 1 of this Annex and the following expected deliverables:

#	Activities	Output (product)	Timetable	Indicator
1.3	Conduct Gap Analysis of pollinator knowledge	The National Academy of Sciences National Research Council Study on the Status of Pollinators of North America will produce this for	Jan – Jun 2007	Report produced in Brazil.

		North America. Our partners in Brazil will produce this for Brazil. We will also raise this issue during the evaluation survey/interviews (see point 1a.)		
2.3	Select and agree upon data elements, standards and protocols	A work product from the meeting referenced will be documented data elements, protocols, and standards for the PTN, maintaining compatibility with those defined by the Secretariat and IABIN Technical Working Group.	Oct 2006 – Jun 2007	Report on selected data elements, standards, and protocols.
2.5	Design and Implement Prototype Network Architecture	Create a prototype work product that can be beta tested and can tie into the major data centers with whom we will interface. The work product will include a design document for an installed network that includes necessary software, applications, related standards, and technical support.	Oct 2006 – Jun 2007	Creation of the prototype.
3.2	Gather data for Online Directory of Pollinator Experts	Solicit data from experts to populate database.	Jan – Jun 2007	Data collected.
3.3	Include Online Directory of Pollinator Experts on website	Display Online Directory of Pollinator Experts at PTN website.	Jan – Jun 2007	Directory established online.

### Part 3 – Reporting

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

**3.1. Quarterly Reports** (hereinafter the “QR”) must be submitted within fifteen days after the calendar quarter that is being presented is completed. QR reports shall include:

- A narrative progress, challenges and/or difficulties, and quantitative performance indicators encountered to the date of the report in both Spanish and English;
- 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							
Cash	Accumulative Jan06-Mar06	Total Accumulative	Total Expenditures Accumulative (Committed- obligated)	Total Expenditures/Total Project Budget	Period of the Project AOP	GSOAS Funds Available	
<b>Total Incoming / Financing</b>	\$ -						
<b>GSOAS Subtotal Transfer of Funds</b>	\$ -						
Transfer of Funds # 1 (mm/yy)	\$ -	\$ -	\$ -	0.00%	\$ 400,000.00	\$ 400,000.00	
Transfer of Funds # 2 (mm/yy)	\$ -						
Transfer of Funds # 3	\$ -						
Transfer of Funds # 4	\$ -						
<b>Other Funds</b>	\$ -						

Use of Funds by INBIA Components	Actual		Estimated		Variation		Programmed	AOP FOR 2006
	Quarter	Accumulated	Quarter	Accumulated	Actual/Quarter	Total Accumulated	Programmed	
Component 1	\$ -	\$ -	\$ 10,500.00	\$ 10,500.00	0.00%	0.00%	\$ 11,200.00	\$ 26,700.00
Component 2	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ 10,500.00
<b>Subtotal of funds</b>	\$ -	\$ -	\$ 44,000.00	\$ 44,000.00	0.00%	0.00%	\$ 47,850.00	\$ 222,350.00
Cash Transfer # 1 (March, 2006)	\$ 40,000.00							
<b>Total Obligations of the Period</b>		\$ -				0.00%		
<b>Balance of Funds available (accumulated incoming - accumulated uses - commitments of the period)</b>		\$ -				0.00%		

**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
<b>TOTAL 01 -- 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

Parallel Financing Reporting Form					
MM -- MM, YYYY					
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 (SOURCE)					
	Academic ( )	NGO ( )	Government ( )	Multilateral Agencies ( )	Other ( )
INSTITUTION / ORGANIZATION NAME					
COUNTRY					
DEPARTMENT/OFFICE/OTHER					
AUTHORIZED PERSON NAME   EMAIL					
DATE					
<b>IMPORTANT:</b> The information reported in this form is the Institution/Organizations' responsibility, which will be filled together with the background documentation during project implementation, and are required that their records are available for review					
01- Interoperability and Access to Data					
<i>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</i>					
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
<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>					

**3.2. Annual Operating Plan** (hereinafter the “AOP”) must be submitted not later than November 15 of each year of Project implementation. The AOP includes project activities to be carried out during the calendar year following the date of presentation of said AOP, including activities, estimated amount, outputs, parallel financing and a timeline by disbursement of the CI Transfers. These activities shall be designed to meet the objective of this Agreement in such a manner that all activities planned ensure the achievement of goals of Subcomponent A.2 and sustainability of the PTN.

The following table is the AOP submitted by Coevolution Institute for the first year (12 months):

Activities/Resources	Period (mm/dd/yy or # of months)	ESTIMATED COSTS	Sources of Funding											
			SG/OAS				CI							
			Amount	%	ToF1	ToF2	ToF3	ToF4	Amount	%	Q1	Q2	Q3	Q4
<b>1. Evaluate the information needs of decision makers and set priorities for the development of the PTN</b>														
<b>1.1. Evaluate and assess information needs</b>														
1.1.1 Operating costs-staff salaries	10/06-03/07	10,500	3,500	33%		2,000	1,500			7,000	67%		4,000	3,000
<b>1.2 Establish partnerships with current pollinators conservation projects</b>														
1.2.1 Operating costs-staff salaries	07/06-12/06	21,000	7,000	33%	2,000	5,000				14,000	67%	4,000	10,000	
1.2.2 Consultant technical services	07/06-09/06	1,500	500	33%	500					1,000	67%	1,000		
<b>1.3 Conduct GAP Analysis of Pollinator knowledge</b>														
1.3.1 Operating costs-staff salaries	01/07-06/07	6,000	2,000	33%			1,000	1,000		4,000	67%		2,000	2,000
1.3.2 Consultant technical services	01/07-06/07	3,000	1,000	33%			500	500		2,000	67%		1,000	1,000
<b>1.4 Coordinate with other pollinator projects (global)</b>														
1.4.1 Operating costs-staff salaries	10/06-12/06	3,000	1,000	33%		1,000				2,000	67%		2,000	
<b>SUB-TOTAL</b>		<b>45,000</b>	<b>15,000</b>	<b>33%</b>	<b>2,500</b>	<b>8,000</b>	<b>3,000</b>	<b>1,500</b>		<b>30,000</b>	<b>67%</b>	<b>5,000</b>	<b>16,000</b>	<b>6,000</b>
<b>2. Assemble a Technical Advisory Group to evaluate and adopt architecture, standards and protocols required for searching and accessing pollinator databases available in the region</b>														
<b>2.1. Assemble Technical Advisory Group</b>														
2.1.1 Operating costs-staff salaries	07/06-12/06	9,000	3,000	33%	2,000	1,000				6,000	67%	4,000	2,000	
<b>2.2 Meeting of Technical Advisory Group</b>														
2.2.1 Operating costs-staff salaries	10/06-12/06	24,000	8,000	33%		8,000				16,000	67%		16,000	
2.2.2 Consultant technical services	10/06-12/06	15,000	5,000	33%		5,000				10,000	67%		10,000	
2.2.3 Consultant technical services	10/06-12/06	1,500	500	33%		500				1,000	67%		1,000	
<b>2.3 Select and agree upon data elements, standards and protocols</b>														
2.3.1 Operating costs-staff salaries	01/07-03/06	4,500	1,500	33%			1,500			3,000	67%		3,000	
2.3.2 Consultant technical services	10/06-06/07	21,000	7,000	33%		3,000	3,000	1,000		14,000	67%	6,000	6,000	2,000
2.3.3 Consultant technical services	10/06-06/07	6,000	2,000	33%		1,000	500	500		4,000	67%	2,000	1,000	1,000
<b>2.4 Coordinate activities with Species Thematic Network</b>														
2.4.1 Operating costs-staff salaries	07/06-09/06	1,500	500	33%	500					1,000	67%	1,000		
2.4.2 Consultant technical services	07/06-09/06	4,500	1,500	33%	1,500					3,000	67%	3,000		
2.4.3 Consultant technical services	07/06-12/06	4,500	1,500	33%	500	1,000				3,000	67%	1,000	2,000	
<b>2.5 Design and implement prototype network architecture</b>														
2.5.1 Consultant technical services	10/06-06/07	15,000	5,000	33%		2,000	2,000	1,000		10,000	67%	4,000	4,000	2,000
2.5.2 Consultant technical services	01/07-06/07	6,000	2,000	33%			1,000	1,000		4,000	67%		2,000	2,000
<b>2.6 Install Prototype website for PTN</b>														
2.6.1 Consultant technical services	10/06-03/07	12,000	4,000	33%		2,000	2,000			8,000	67%	4,000	4,000	
2.6.2 Consultant technical services	01/07-03/07	3,000	1,000	33%			1,000			2,000	67%		2,000	
<b>SUB-TOTAL</b>		<b>127,500</b>	<b>42,500</b>	<b>33%</b>	<b>4,500</b>	<b>23,500</b>	<b>11,000</b>	<b>3,500</b>		<b>85,000</b>	<b>67%</b>	<b>9,000</b>	<b>47,000</b>	<b>22,000</b>
<b>3. Install Online Directory of Pollinators Experts</b>														
<b>3.1. Determine format for Online Directory of Pollinator Experts</b>														
3.1.1 Operating costs-staff salaries	10/06-03/07	3,000	1,000	33%		500	500			2,000	67%		1,000	1,000
3.1.2 Consultant technical services	10/06-03/07	3,000	1,000	33%		500	500			2,000	67%		1,000	1,000
<b>3.2 Gather data for online directory of Pollinator Experts</b>														
3.2.1 Operating costs-staff salaries	01/07-06/07	18,000	6,000	33%			5,000	1,000		12,000	67%		10,000	2,000
3.2.2 Consultant technical services	01/07-06/07	3,000	1,000	33%			500	500		2,000	67%		1,000	1,000
<b>3.3 Include online directory of pollinator experts on website</b>														
3.3.1 Operating costs-staff salaries	01/07-03/06	1,500	500	33%			500			1,000	67%		1,000	
3.3.2 Consultant technical services	01/07-06/07	3,000	1,000	33%			500	500		2,000	67%		1,000	1,000
<b>SUB-TOTAL</b>		<b>31,500</b>	<b>10,500</b>	<b>33%</b>	<b>0</b>	<b>1,000</b>	<b>7,500</b>	<b>2,000</b>		<b>21,000</b>	<b>67%</b>	<b>0</b>	<b>2,000</b>	<b>15,000</b>
<b>GRAND-TOTAL</b>		<b>204,000</b>	<b>68,000</b>	<b>33%</b>	<b>7,000</b>	<b>32,500</b>	<b>21,500</b>	<b>7,000</b>		<b>136,000</b>	<b>67%</b>	<b>14,000</b>	<b>65,000</b>	<b>43,000</b>



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 proceeds were used by the CI Transfer 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.