

**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**

**INSTITUTO NACIONAL DE BIODIVERSIDAD**

**FOR**

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

This Addendum Number 1 (the “Addendum”) between the Instituto Nacional de Biodiversidad 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 Coordinating Institution Transfer Agreement between the GS/OAS and the CI signed on February 24, 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 XIV 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 INBio, the Coordinating Institution, 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, INBio shall:

- (d) Prepare an annual operating plan (AOP) in accordance with the provisions set forth in Part B.2.3 of this Agreement, which is designed to meet the objectives of this Agreement in such manner that all activities ensure the achievement of goals of Subcomponents A.2 and B(1) and

sustainability of both Thematic Networks that have been entrusted to INBio.”

## 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 second and third years as follows:

(a) in the second year, funds will be disbursed as agreed by the Parties while observing the amounts estimated in the CI annual work plan corresponding to the year 2007 and presented by the Coordinating Institution.

(b) in the third year, funds will be disbursed upon review and approval by GS/OAS of the Coordinating Institution’s quarterly reports (Technical and Financial), which shall be presented to GS/OAS every quarter. Following the approval of the Coordinating Institution’s quarterly reports, GS/OAS will disburse the amount specified in the corresponding approved quarterly report plus an advance of 50 percent of the amount estimated in the CI annual work plan as corresponding to the next 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 Coordinating Institution a total of US\$119,200 (US\$100,000 under Subsection 4.1.4 and US\$19,200 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 Prior to coordination with the IABIN Secretariat, the Coordinating Institution shall provide a budget to the GS/OAS for the carrying out of Subcomponent B(1), for carrying out of training sessions on the use of data creation tools (within the meaning of “Training” defined in the GEF Trust Fund Grant Agreement). Subject to the review and approval of said budget by GS/OAS/DSD, GS/OAS/DSD shall disburse and advance up to 50 percent of the corresponding funds according to such budget. The remaining funds shall be disbursed 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 Coordinating Institution a total of US \$19,200 for, for the implementation of data and metadata quality control measures as set forth in Subcomponent B (1), for completion of approximately 64 Data Content Grant Projects. Such implementation project shall include:

- a. Drafting of the Request for Proposal for the Data Content Grants Projects in Species, Specimens and Georeferencing of the SSTN data already in digital form.
- b. Serving on the evaluation committee and assuring proposals concur with IABIN standards and protocols pertinent to the IABIN Species and Specimens Thematic Network (SSTN) including georeferencing proposals.
- c. Reviewing the deliverables (progress and final report, validation of the data digitalized, and data sharing through SSTN) from Eligible Institutions for the carrying out of Subcomponent B(2), to ensure compliance with their proposals and the SSTN 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 SSTN 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 Coordinating Institution 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\$519,200.00 until December 31, 2009 period that the GS/OAS will contribute to the Coordinating Institution 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 Addendum has retroactive effectiveness as of February 22, 2008."

"14.10 Pursuant to Article XIV 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:
 Alfio Piva Executive Director	 Alfonso Quiñonez Executive Secretary for Integral Development
Date: 24 julio 2008 Location: Heredia, Costa Rica	Date: 24-July-2008 Location: Washington D.C

**Annex 1**

Budget for Implementing Data and Metadata Quality Control Measures

<b>Cost per Professional hour</b>	<i>\$30.00</i>
<b>Average of Number of hour per Data Content Grant Project</b>	<i>10</i>
<b>Cost per Data Content Grant Project</b>	<i>\$300</i>
<b>Approximate Number of Data Content Grant Projects</b>	<i>64</i>
<b>Total Cost</b>	<i>\$19,200</i>