

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**

AND

***FUNDAÇÃO O BOTICÁRIO DE PROTEÇÃO À NATUREZA COORDINATING
INSTITUTION***

FOR

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

This Addendum Number 1 (the “Addendum”) between the Fundação O Boticário de Proteção à Natureza referred to herein as “FUNDACAO”, the “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 March 9, 2006 (hereinafter “the CI Transfer Agreement”). Nothing in this Addendum shall be construed as modifying the terms agreed to under the CI Transfer Agreement except as specifically set forth herein.

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

Article I

1.1 Section 4.1 of the CI Transfer Agreement shall be amended to read as follows:

“4.1 Under this Agreement, the GS/OAS will contribute to the Coordinating Institution a sum not exceeding US\$197,500,000 (One hundred and ninety seven thousand, five hundred 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 “CI Transfer Funds”), and will be disbursed as indicated in section 4.1.1 of this Agreement.”

Article II

2.1 Sub-section 4.1.1 of the CI Transfer Agreement shall be amended to read as follows:

“4.1.1. During the first year (12 months) of this Agreement, transfer of funds will be disbursed according to the following schedule, provided that expected deliverables and reports are accepted by GS/OAS/DSD according to AOP, ToRs, MOC, and technical proposal (Annexes 2, 3, 4) and in accordance with the provision set forth in Annex 5 Part B 2.1 of this Agreement:

“(a) The disbursement of the first transfer of funds of US\$35,750.00 (Thirty-five thousand seven hundred fifty United States dollars) will be based on the CI annual operating plan for the first year as submitted and approved by the GS/OAS/DSD.

“(b) The disbursement of the second transfer of funds of \$46,750.00 (Forty-six thousand seven hundred fifty United States dollars) will be disbursed upon delivery of the second report and expected products set forth in Annex 5 Part B 1.”

2.2 There shall be no other lettered paragraphs within subsection 4.1.1.

Article III

3.1 Sub-section 4.1.2 of the CI Transfer Agreement shall be amended to read as follows:

“4.1.2. The remaining transfer of funds under this Agreement will be disbursed in the second and third year according to the approved CI annual operating plan to be presented to the GS/OAS not later than November 15 of each year, containing the project activities to be carried out and deliverables to be produced during the calendar year following the date of presentation of said program according to Annexes 2, 3, 4 and 5 Part B 2.3.”

Article IV

4.1 Section 4.2 of the CI Transfer Agreement shall be amended to read as follows:

“4.2 The co-financing amount to be provided by the Coordinating Institution will be of US\$2.00 (two United States dollars) per every US\$1.00 (one United States dollar) contributed by the GS/OAS and not to exceed the amount of US\$395,000.00 (Three hundred ninety five thousand United States dollars) over a 36-month period for the execution of the Project, which will be reported in the parallel financing form.”(Attached in Annex I) .

(a) The first co-financing amount to be contributed by the CI shall be US\$71,500.00 will be based on the CI annual operating plan for the first year as submitted and approved by the GS/OAS/DSD.

- (b) The second co-financing amount to be contributed by the CI shall be \$93,500.00

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

Article V

- 5.1 Section 5.1 (a) of the CI Transfer Agreement shall be amended to read as follows:

“a. Be responsible for Project execution and the monitoring of each component of the Project as per this Agreement and based on the technical proposal submitted by the Coordinating Institution contained in Annex 4 to this Agreement, including the procurement of goods, and the procurement, monitoring and supervision of non-consultant technical services and consultants’ services for the execution of the Project, even when the consultants have been contracted and are paid by the GS/OAS pursuant to section 5.2(c), below.”

Article VI

- 6.1 Section 5.2 (c) of the CI Transfer Agreement shall be amended to read as follows:

“5.2 (c) Allocate and disburse financial resources from the GEF Trust Fund Grant to the CI Transfer Funds to support execution of the Project in accordance with article IV and Annex 5 to this Agreement, the GS/OAS may directly contract and pay consultants for the delivery of a product or service for the Project included in the approved annual operating plan presented by the CI. In these instances, the products or services provided by those consultants based on the annual operating plan presented by the CI, will be accepted and approved by both Parties to this Agreement. The amount disbursed to such consultants by the GS/OAS, will be deducted from the total amount of the funds contributed pursuant to article IV of this Agreement, and/or deducted from further payments due to CI”.

Article VII

- 7.1 Section 7.1 of the CI Transfer Agreement shall be amended to read as follows:

“7.1. The Coordinating Institution 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 those arising out of the hiring of consultants by the GS/OAS pursuant to section 5.2(c) of this Agreement.”

Article VIII

8.1 Section 7.2 of the CI Transfer Agreement shall be amended to read as follows:

"If, for any reason, a third party, including any consultant hired by the GS/OAS pursuant to section 5.2(c) of this Agreement, should file a claim against GS/OAS, either directly or through GS/OAS/DSD, in relation to this Agreement and/or in relation to execution of the Project, the Coordinating Institution shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. The Coordinating Institution shall further be required to indemnify GS/OAS for any damages GS/OAS may suffer as a result of these claims, including court costs and attorneys' fees, should these damages arise from failure or negligence on the part of the Coordinating Institution or its agents to fully abide by terms of this Agreement."

Article IX

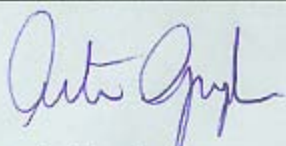
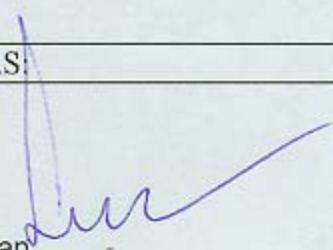
9.1 Section 14.3 of the CI Transfer Agreement shall be amended to read as follows:

"14.3. This Agreement shall enter into force on the 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".

Article X

10.1 The document contained in Annex 5 to the CI Transfer Agreement shall be replaced in its entirety with the document contained in Annex I of this Addendum.

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:
 Artur Noemio Grynbaum Administrative and Financial Director Fundação O Boticário de Proteção à Natureza	 Scott Vaughan Director, Department of Sustainable Development
Date: 30/10/2006	Date: 9/8/06
Location: CURITIBA	Location: Washington, DC



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ANNEX I OF

ADDENDUM NUMBER I

TO THE COORDINATING INSTITUTION TRANSFER AGREEMENT

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

Part A – Procurement

After preparation of, negotiation upon, and agreement on the content of 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 %	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 B – Financial

Follow GS/OAS financial rules of procedures and GS/OAS/DSD/IABIN technical reporting formats adequate to enable GS/OAS to monitor and evaluate on an ongoing basis the carrying out of the project activities;

1. *Disbursement.* During the first year (12 months), the GS/OAS will disburse to the CI \$82,500.00 (eighty two five hundred thousand United States dollars).

1st Transfer of funds: US\$35,750.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the CI annual work plan for the first year according to paragraph 2.3. of this section. This transfer of funds corresponds to an advance to finance the implementation of outputs for the first through the fourth month (1-8 months) for the IABIN project, with the exception of the outputs of activities 4, 5, 7 and 8 below.

Products:

#	Activities	Output (product)	Timetable	Indicator
1	Formation of a protected area thematic working group (in consultation with designated IABIN leads)	Protected area thematic working group formed	Month 1	IABIN designated contacts are satisfied with composition of thematic working group
2	Develop a draft website	Website hosted	Month 1	Approval of the draft site by Secretariat and IEC
3	Identification of potential protected area data providers in all countries	List with complete contact information,	Month 1 - 3	IABIN designated contacts are satisfied with composition of preliminary list of data providers
4	Identify current Protected Area database formats, existing data types, systems used, etc. in 2 countries in each of the six (6) IABIN sub-regions.	Document on prioritized list of data gaps/needs assessment	Month 2 - 4	The sub-regional reports prepared for the project proposal are updated and complemented and used as guiding tools for development of network infrastructure. Data providers and TWG actively involved in network development
5	Develop an annotated document on a prioritized list of data needs and gaps	Document on prioritized list of	Month 2 - 4	The sub-regional reports prepared for

	through consultation with data providers and working group	data gaps/needs assessment		the project proposal are updated and complemented and used as guiding tools for development of network infrastructure. Data providers and TWG actively involved in network development
6	Analyze existing criteria for PA data quality or develop them as needed to be validated during workshop	Document with criteria	Month 2-6	List of criteria for PA data quality submitted and approved by PATWG, network participants, Secretariat, IEC
7	Analyze existing Protected Area Management Effectiveness Tools and propose the most appropriate one to be used consistently by IABIN	Document with proposed ME Tool	Month 2 - 6	Protected Area Management Effectiveness Tool adopted and used by IABIN
8	Propose a minimum set of reporting fields (i.e., what are the minimum data that will be presented to users through the PATN website) in consultation with the PATWG	Document	Month 4 - 5	Reporting fields and format for network infrastructure developed and adopted by IABIN
9	Develop criteria for selection of PATN Experts to be included in PATN Expert Database	Document with criteria	Month 5	List of criteria for selection of PATN Experts defined and approved by PATWG, IABIN Secretariat, and IEC.
10	Develop and populate Protected Areas Experts Database and make it available through the PATN Portal	Expert database available	Month 5	PA Experts Database available through the PATN Portal
11	Develop and propose structure for a PA Data Digitizing Tool (to be used by those Data Providers whose data are not in digital form) in consultation with PATWG	Document with proposed structure	Month 5 – 9	Data digitizing through a stand-alone database using IABIN guidelines (including interoperability standards and protocols) defined by TN in consultation with PATWG
12	Develop a prototype PA data digitizing tool	A prototype PA data digitizing tool	Month 9	Prototype PA biodiversity developed
13	Workshop organization	Travel arrangements made (e.g., tickets to participants	Month 8 - 9	Participants tickets are issued and they attend the workshop as expected

		issued)		
22	Coordinate with other TN CIs and send a representative to the main events of at least the Species and Ecosystems TN;	Meetings report prepared	Months 1 - 12	Participation (at least) in the Species and Ecosystems TN events

2nd Transfer of funds: \$46,750.00 (forty six thousand, seven hundred fifty United States dollars) will be disbursed upon receipt and approval by GS/OAS/DSD of the second CI four-month report and expected products according to paragraph 2.1 of this section. This transfer of funds will finance the implementation of products for the fifth through twelfth month (5-12 months) for the Project, with the exception of the outputs of activity # 9 and #10 below

Products:

#	Activities	Output (product)	Timetable	Indicator
14	Hold one regional workshop to validate: Prioritized PA Data Needs and Gaps Proposed minimum set of PA reporting fields Proposed PA Management Effectiveness Tool Structure for PA Data Digitizing tool Criteria for selection of PATN Experts Database Criteria for PA data quality Provide an interactive training for the prototype Data Digitizing Tool	Workshop proceedings Decisions on a prioritized list of PA data needs and gaps A proposed PA Management Effectiveness tool to be used consistently in IABIN Structure of the data digitizing tool Criteria for selection of PATN experts Criteria and standards for PA data quality	Month 10	At least 80% of participants reply positively to workshop evaluation survey
15	Propose and develop the structure for Expert Database in collaboration with other TNs	Expert Database structure	Month 9 - 10	Structure for Expert Database developed in collaboration with other TNs
16	Develop and implement PATN Sustainability Plan	Sustainability plan prepared and submitted	Month 9 - 12	PATN Sustainability Plan implemented
17	Develop PA Metadata to be accessed by IABIN Catalog	PA Metadata file developed and submitted	Month 9 - 10	Access PA Metadata by IABIN Catalog
18	Develop technical documents on PATN Portal	Technical documents developed and available on the portal	Month 11 - 12	Technical documents developed
19	Upgrade PATN website so that it will give access to PATN data and will	PA upgraded and integrated search	Month 11 - 12	PATN website upgraded with search

	allow users to search other TNs	capabilities in place		capabilities fully developed
20	Implement the PA Help Desk and respond to user needs	Report on helpdesk activity	Month 10 - 12	Help Desk implemented and reports available
21	Host data for those Data Providers who cannot host their own data	Reported as appropriate	Month 11	Data hosted
23	Communicate relevant information to all identified stakeholders;	Communication data available and included in reports	Months 1 - 12	Relevant information communicated
24	Function as the Protected Areas TN coordinator and secretariat;	Information to be included in established reports	Month 1 - 12	Active PATN coordination and secretariat
25	Submit four-month reports to the IABIN Secretariat and the GS/OAS;	Reports submitted	Month 4, 8, 12	Four-month reports approved
26	Present an annual operation plan to the IABIN Secretariat and the GS/OAS;	AOP for 2007 prepared and submitted by Nov 15 2006	Month 10 - 11	Annual Operational Plan approved
27	Submit detailed financial information on direct project expenditure and detailed time information on matching contributions as stipulated in the budget.	Financial reports	Month 12	Financial and time information approved

2. *Reporting.* The CI shall prepare with the assistance of the IABIN Secretariat, under terms of reference satisfactory to the GS/OAS/DSD, and furnish to the GS/OAS/DSD the following reports:

1. Four-month Reports (4M-R) must be submitted within fifteen calendar days after the end of the each calendar fourth-month period, on the basis of such reports, the GS/OAS shall, deposit into the dedicated Bank account of the Coordinating Institution such amounts requested. 4M-R shall include:
 - A narrative progress report on challenges and/or difficulties, and quantitative performance indicators encountered until the date of reporting;
 - Financial monitoring report with cumulatively incurred expenditures financed with CI Transfer funds and estimated expenditures for the subsequent four-month period, on the basis of this estimated expenditures the GS/OAS shall, deposit into the dedicated Bank account of the CI such amount request;
 - A statement with sources and uses of funds 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)
 - Descriptive report on physical progress in project implementation, showing achievements to date and including recommendations for ensuring the efficient completion of the products due in the subsequent four-month period according to the approved annual operation plan. These reports will be cumulative and cover accomplishments included in previous reports.

The template below shows includes formats for the operating plan for the four-month period report, Statement of Sources and Uses of Funds by Components, and a sample of a Parallel Financing Form.

Statement of Sources and Uses of Funds by Component

Period between January to Apr 2006 - 4M-R # 1

In US\$ dollars

	Accumulative	Total Accumulative		Total Expenditures Accumulatives (Committed+ obligated)	Total Expenditures/Total Project Budget	Period of the Project AOP	GS/OAS Funds Available
CI Grant Contribution from GS/OAS							
Total Incoming / Financing	\$ 32,500.00						
GS/OAS Subtotal Funds	\$ 32,500.00						
4M-R # 1 (mm/yy)	\$ 32,500.00						
4M-R # 2 (mm/yy)	\$ -						
4M-R # 3	\$ -	\$ 32,500.00		\$ -	0.00%	\$ 230,000.00	\$ 230,000.00
	\$ -						
	\$ -						
	\$ -						
	\$ -						
	\$ -						
Other Funds	\$ -						

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	Actual		Estimated		Variation		Programmed	AOP FOR 2006
	Quarter Jan06-Apr06	Accumulated Jan06-Apr06	Four month Jan06-Apr06	Accumulated Jan06-Apr06	Actual Semester actual/estimated	Total Accumulated actual/estimated	Programmed May06-Aug06	
Use of Funds by INBio Components								
<i>Identify current Protected Area database formats, existing data types, systems used, etc. in 2 countries in each of the six (6) IABIN sub-regions.</i>	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
<i>Develop an annotated document on a prioritized list of data needs and gaps through consultation with data providers and working group</i>	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
<i>Develop a draft website</i>	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
<i>Identification of potential protected area data providers</i>	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
<i>Subtotal of funds</i>	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ 115,000.00
<i>Cash Transfer # 1 (mm/yy)</i>	\$ 49,800.00							
Total Obligations of the Period		\$ -			Percentage of execution considering real executed (without commitments) #DIV/0!			
					Percentage of execution considering expenditures and commitments #DIV/0!			
Balance of Funds available (accumulated incoming - accumulated uses - commitments of the period)		\$ 32,500.00						

Building the Inter-American Biodiversity Information Network (IABIN)
Financial Monitoring Report # 1 : Statement of Uses by Components
Protected Areas Thematic Network
Period January 2006 - April 2006

COMPONENTS/SUBCOMPONENTS/ACTIVITIES	Outputs	Actual		Estimated		% Accumulative - Actual / Estimated	% Actual Accumulative/AOP	Programmed
		Actual Quarter	Accumulative	Actual Quarter	Accumulative Actual / Estimate			
		Jan 06- Apr 06	Jan 06 - Apr 06	Jan06 - Apr 06	Jan-06			May06 - Aug06
01. Identify current Protected Area database formats, existing data types, systems used, etc. in 2 countries in each of the six (6) IABIN sub-regions.								
1.1 Develop document on prioritized list of data gaps/needs assessment	document on prioritized list of data gaps/needs assessment			\$0	\$0			\$0
TOTAL 01		\$0	\$0	\$0	\$0		#DIV/0!	\$0
02. Develop an annotated document on a prioritized list of data needs and gaps through consultation with data providers and working group								
2.1 Develop document on prioritized list of data gaps/needs assessment	document on prioritized list of data gaps/needs assessment							
TOTAL 02								

Parallel Financing Reporting Form
January -- June 2006

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 (x)	NGO ()	Government ()	Multilateral Agencies ()	Other ()
INSTITUTION / ORGANIZATION NAME					
COUNTRY					
DEPARTMENT/OFFICE/OTHER					
AUTHORIZED PERSON NAME EMAIL					
DATE					

IMPORTANT: The information reported in this form is the Institution/Organizations' responsibility, which will be 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

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

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.

- 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 estimated amount, outputs, parallel financing and a timeline by disbursement of the CI Transfer funds and; these activities shall be designed to meet the objectives of this Agreement in such a manner that all activities planned ensure the achievement of goals of Subcomponent A.2 and sustainability of the Thematic Network that has been entrusted to it.

The following table is the AOP submitted by Fundação O Boticário de Proteção à Natureza for the first year (12 months):

Component	Activity	DESCRIPTION	Resources	ESTIMATED COSTS	Amount	%	ToF1	ToF2	ToF3	Amount
5	1	Develop AOP and Work Plan								
5	2	Formation of a protected area thematic working group (in consultation with designated IABIN leads)	1 contract (4 months)	22,250	-	0%				\$22,250
1	3	Identification of potential protected area data providers								
1	4	Develop a draft website								
1	5	Develop and populate Protected Areas Experts Database and make it available through the PATN Portal	1 contract (2 months)	4,000	4,000	100%	\$4,000	\$0	\$0	\$0
1	6	Identify current Protected Area database formats, existing data types, systems used, etc. in 2 countries in each of the six (6) IABIN sub-regions.	1 contracts (2 months)	11,000	11,000	100%	\$0	\$0	\$0	\$0
1	7	Develop an annotated document on a prioritized list of data needs and gaps through consultation with data providers and working group	1 contracts (2 months)	11,000	11,000	100%	\$0	\$0	\$0	\$0
1	8	Analyze existing criteria for PA data quality or develop them as needed to be validated during workshop	1 contracts (1 months)	5,000	-	0%				\$5,000
1	9	Analyze existing Protected Area Management Effectiveness Tool and propose the most appropriate one to be use consistently by IABIN	1 contracts (2 months)	10,500	10,500	100%	\$0	\$0	\$0	\$0
1	10	Propose a minimum set of reporting fields in consultation with the PATWG								
1	11	Develop criteria for selection of PATN Experts to be included in PATN Expert Database	1 contract (2 month)	4,000	-	0%				\$4,000
1	12	Develop and propose structure for a stand-alone PA biodiversity database in consultation with PATWG	1 contract (5 months)	16,500	16,500	100%	\$0	\$16,500	\$0	\$0
1	13	Develop a prototype PA biodiversity database								
5	14	Regional Workshop		61,000	57,000	93%	\$0	\$10,250	\$46,750	\$4,000
1	15	Propose and develop the structure for Expert Database in collaboration with other TNs	1 contract (1 month)	2,750	-	0%				\$2,750
4	16	Develop and implement PATN Sustainability Plan	1 contract (2 month)	8,250	-	0%				\$8,250
1	17	Develop PA Metadata to be accessed by IABIN Catalog	1 contract (2 month)	8,250	-	0%				\$8,250
1	18	Develop technical documents on PATN Portal	1 contract (1 month)	5,500	-	0%				\$5,500
1	19	Upgrade PATN website so that it will give access to PATN data and will allow users to search other TNs	1 contract (1 month)	6,000	-	0%				\$6,000
1	20	Implement the PA Help Desk and respond to user needs	1 contract (2 month)	8,250	-	0%				\$8,250
1	21	Host data for those Data Providers who cannot host their own data	1 contract	2,750	-	0%				\$2,750
5	22	Coordinate with other TN CIs and send a representative to the main events of at least the Species and Ecosystems	1 contract	5,000	5,000	100%	\$5,000	\$0	\$0	\$0
5	23	Communicate relevant information to all identified stakeholders	1 contract	5,500	-	0%				5,500
5	24	Functions as the Protected Areas TN coordinator and secretariat	3 contracts	46,860	-	0%				46,860
5	25	Present quarterly reports to the IABIN Secretariat and the GS/OAS	1 contract (2 month)	8,250	-	0%				8,250
5	26	Present annual operation plan to the IABIN Secretariat and the GS/OAS	1 contract	5,500	-	0%				5,500
5	27	Monitoring and evaluations reports on matching contributions	1 contract	22,000	-	0%				22,000
				280,110	115,000	41%	\$9,000	\$26,750	\$46,750	165,110

3. *Account for CI Transfer Funds.* 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.

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

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

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

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

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