

Acuerdos Bilaterales

Clasificación: 22-2008

Fecha de Ingreso: 5 de febrero de 2008

Nombre de Acuerdo: Project Agreement between the General Secretariat of the Organization of American States through the Department of Sustainable Development and The Instituto Nacional de Biodiversidad for "The Implementation of Activities in Support of the IABIN (Inter American Biodiversity Information Network) species and specimens thematic networks"

Materia:

Partes: SG/OEA & The Instituto Nacional de Biodiversidad

Referencia: INB

Fecha de Firma: 24 de febrero de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**COORDINATING INSTITUTION TRANSFER AGREEMENT
BETWEEN**

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

INSTITUTO NACIONAL DE BIODIVERSIDAD

FOR

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

The Parties,

Instituto Nacional de Biodiversidad (sometimes referred to herein as “INBio”, the “Coordinating Institution” or “CI”), a private not-for-profit organization established in 1989 with headquarters in Santo Domingo de Heredia, Costa Rica;

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 (“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 (“IABIN Executive Committee”) will designate the Coordinating Institutions, which will assist it 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 others;

Two of the thematic networks has been identified as a Species and Specimens Thematic Networks, which will include assistance for the development of policies, tools, standards and protocols to access, analyze and use information concerning that thematic network;

The IEC has conducted an open technical competition for qualified institutions throughout the Western Hemisphere to assume the role of Coordinating Institution for which it developed

Terms of Reference (ToRs) (Annex 2), and has selected INBio after the IEC has confirmed INBio's technical, operational and administrative qualifications and legal standing to act as Coordinating Institution in charge of the Species and Specimens Thematic Networks;

INBio has been designated by the Inter-American Biodiversity Information Network's (hereinafter referred to as "IABIN") Executive Committee ("IEC") as the Coordinating Institution of the Species and Specimens Thematic Networks (hereinafter referred to as the "Coordinating Institution");

The Coordinating Institution, INBio, 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 Coordinating Institutions; and

In addition, the Inter-American Biodiversity Information Network Executive Committee ("IEC"), and the INBio 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 INBio for becoming the Coordinating Institution 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 Species and Specimens Thematic Networks 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 Species and Specimens Thematic Networks (the "Project"), as established in this Agreement and its Annexes.

ARTICLE II: EXECUTION OF THE PROJECT

- 2.1. INBio, the Coordinating Institution, 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, INBio shall:
 - (a) Establish one thematic network for Species Thematic Network and one thematic network for Specimens Thematic Network to be integrated with the IABIN Catalogue Service and the other four Thematic Networks (*Invasives, Ecosystems, Pollinators, 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 networks; 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 B.1 and Part B.2, for as long as this Agreement is effective, and agree to 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 both Thematic Networks;
- (c) Follow GS/OAS operating procedures to procure goods, non-consultant technical services, consultants' services and training in accordance with the provisions set forth in the Operational Manual Annex 6 and Annex 5 Part A; and
- (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 Subcomponent A.2 and sustainability of both Thematic Networks that have been entrusted to INBio.

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, Thematic Network Coordinator, and Data Content Manager) and members of the IABIN IEC, and/or 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 Coordinating Institution shall maintain a team of specialists in charge of the activities for the annual operating plan, 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 Coordinating Institution will fulfill its commitments under the MOC signed with the IEC.

ARTICLE IV: CONTRIBUTIONS

- 4.1. Under this Agreement, the GS/OAS will contribute to the Coordinating Institution US\$400,000 (Four hundred 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 "CI Transfer Funds") and will be disbursed as indicated in 4.1.1.
 - 4.11 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\$49,800.00 will be based on the CI annual operating plan for the first year as submitted and approved by the GS/OAS/DSD.

(b) The disbursement of the second transfer of funds of \$47,850.00 will be disbursed upon delivery of the first quarterly report and expected products set forth in Annex 5 Part B 2.1.

(d) The disbursement of the third transfer of funds of \$74,200.00 will be disbursed upon delivery of the second quarterly report and expected products set forth in Annex 5 Part B 2.1.

(d) The disbursement of the fourth transfer of funds of \$50,500.00 will be disbursed upon delivery of the third quarterly report and expected products set forth in Annex 5 Part B 2.1.

4.1.2 The remaining transfer of funds under this Agreement will be disbursed in the second and third year according to the CI annual work plan to be presented 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.

4.2. The co-financing amount to be contributed by the Coordinating Institution shall be US\$ 800,000.00 (eight hundred 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) and the Annual Operating Plan for Year 1 (attached). Co financing must be reported in the Four-month period Reports (see Part B – Financial Section 2 below.)

(a) The first co-financing amount to be contributed by the CI shall be US\$99,600.00 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 \$95,700.00

(c) The third co-financing amount to be contributed by the CI shall be \$148,400.00.

(d) The fourth co-financing amount to be contributed by the CI shall be \$101,000.00.

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

4.3. Specific budgetary allocations within components as specified in the annual work plans may be modified provided the modifications have the prior written approval of GS/OAS/DSD.

4.4. This contribution of US\$400,000.00 over 36-month 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 V: OPERATIONAL RESPONSIBILITIES OF THE PARTIES

- 5.1. The Coordinating Institution 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 Coordinating Institution 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 work plan, quarterly reports, and related statements) in accordance with consistently applied accounting standards acceptable to the GS/OAS, adequate to reflect its 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. Financial obligations and the expenses that appear in the financial reports shall be supported, 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), and the Monitoring and Evaluation Methodology (see annex 1 of the PIP) developed by IABIN;
 - e. Reimburse GS/OAS/DSD with the remaining amount of the CI Transfer Funds that is not spent, not later than 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 IABIN IEC, and GS/OAS/DSD informed of the status of Project execution.
 - (1) The INBio shall Inform GS/OAS/DSD, in cases 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 shall indicate all steps taken to correct this situation and to ensure that the Project meets the programmed objectives.
 - (2) The INBio 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 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.
- 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. Establish Project financial and administrative reporting formats and procedures, as stated in Annex 5 to this Agreement;
- 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;
- d. In collaboration with the IABIN IEC, evaluate the quarterly and annual narrative and financial reports submitted by the Coordinating Institution.

(1) If IABIN 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 Coordinating Institution of its observations in writing within (15) calendar days of making that determination. The Coordinating Institution 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 Transfer Funds until the problems are resolved to the satisfaction of GS/OAS/DSD.

ARTICLE VI: FINANCIAL MANAGEMENT

6.1. Upon signature of this Agreement and approval of the first annual work plan, GS/OAS will disburse the first transfer of funds of US\$49,800.00 (forty-nine thousand, eight hundred United States dollars) to the Coordinating Institution.

6.1.1. The Coordinating Institution will provide to the GS/OAS/DSD financial reports of expenditures made against this transfer of funds in accordance with Annex 5 of this Agreement.

- 6.1.2 Subsequent transfer of funds may be requested by the Coordinating Institution with appropriate justification based upon projected expenditures over the next quarter period, provided that GS/OAS/DSD has previously received and approved the products and the quarter period narrative and financial reports in accordance with Annex 4 of this Agreement;
- 6.2. The Coordinating Institution shall authorize one person to serve as the Coordinating Institution's representative to request and receive the CI Transfer Funds. The Coordinating Institution may revoke this authorization and designate another representative upon provision of written notification to GS/OAS/DSD, accompanied by an original sample of the new representative's signature. Such notification must be received by GS/OAS/DSD at least five (5) calendar days prior to a request for payment by the Coordinating Institution under its new representative's signature.
- 6.3. The GS/OAS may request the Coordinating Institution 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 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 herein must be returned to GS/OAS at the end of the CI Transfer Agreement.
- 6.5. 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.
- 6.6. The Coordinating Institution shall be responsible for maintaining and providing for audit purposes, the receipts or invoices supporting payments made with proceeds from the CI Transfer Funds, and other documents that support that the proceeds were used by the Coordinating Institution to finance eligible activities in the corresponding annual operating plan.

ARTICLE VII: WARRANTIES AND LIABILITIES

- 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;
- 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 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 third-party 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;
- 7.3. GS/OAS may require the Coordinating Institution 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 Coordinating Institution 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 the Director of GS/OAS/DSD in Washington D.C. within 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 Coordinating Institution in the execution of the Project must recognize the role of IABIN and shall include the IABIN and OAS logos. Major publications could 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 Coordinating Institution 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 Coordinating Institution shall assist in securing the intellectual property rights produced under this Agreement and in transferring them to GS/OAS. All work shall comply with the IABIN access to information and intellectual property regulation found on www.iabin.net.

ARTICLE X: APPLICABLE LAW

- 10.1. The law applicable to this Agreement 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

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

Name: Erick Mata Montero
Title: Director Adjunto Bioinformática
Address: P.O. Box 22-3100 Santo Domingo, Heredia, Costa Rica
Tel: 506 507 8166
Fax: 506 507 8247
E-mail: emata@inbio.ac.cr

- (ii) The representative of the Coordinating Institution designated to prepare the financial reports under this Agreement is:

Name: Cynthia Cordero
Title: Gerente de Administración y Finanzas
Address: P.O. Box 22-3100 Santo Domingo, Heredia, Costa Rica
Tel: 506 507 8194
Fax: 506 507 8247
E-mail: ccordero@inbio.ac.cr

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


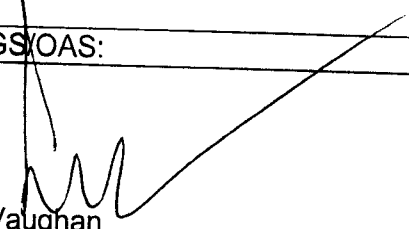
ARTICLE XIV: TERM, MODIFICATION, TERMINATION, AND ANNEXES

- 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 date on which the duly authorized representatives of the Parties have signed it. It shall remain in force until December 31, 2008.
- 14.4. GS/OAS may terminate this Agreement for justified reasons, by giving notice in writing to the Coordinating Institution five (5) calendar days in advance of the termination date. The following shall be considered as justified reasons for termination: noncompliance with any of the obligations assumed by Coordinating Institution under this Agreement; the existence of irregularities in the management of the CI Transfer Funds; the bankruptcy of the Coordinating Institution; the non-receipt by GS/OAS of funding from the GEF Trust Fund Grant, and the need 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 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 (narrative 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 Coordinating Institution shall reimburse GS/OAS for the portion of the CI Transfer Funds that was not spent and/or was not irrevocably obligated to third parties prior to the termination date. The reimbursement shall be made by a remittance in United States dollars payable to the order of GS/OAS.
- 14.8. Annexes 1, 2, 3, 4, 5, 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:
 Alfio Piva Executive Director Instituto Nacional de Biodiversidad	 Scott Vaughan Director, Department of Sustainable Development
Date: February 24, 2006	Date: February 24, 2006
Location: Heredia, Costa Rica	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: Part A: Procurement and Part B: Financial (attached)

Annex 6 – Operational Manual (Separate Word Document)

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

Part A – Procurement

Procurement of goods, non-consultant technical services, training and consultants' services must adhere to the rules of procurement stipulated in Schedule 3 of the GEF Trust Fund Grant Agreement (Annex 1, hereto)

Eligible expenditures means expenditures in respect of the reasonable cost of Goods, Consultants' Services, Non-Consultant Services, Training, and /or operating costs of Coordinating Institution under the CI Transfers Funds, except Invasive Species Thematic Network for Part A (2) of the GEF Trust Fund Grant Agreement for the Project, which are:

- Staff members and Consultants services that work in the CI;
- Staff members of other institutions outside the CI;
- Incremental operating costs (including incremental CI salary costs for staff members or incremental time dedicated to the IABIN TN);
- Incremental travel for IABIN activities. The CI is encouraged to have CI staff members utilize CI co-financing funds.

Non-eligible expenditures under the CI Transfer funds are those expenditures that were not justified by the evidence furnished to the GS/OAS. The Coordinating Institution shall, promptly upon notice from the GS/OAS:

- Provide such additional evidence as the GS/OAS may request; or
- Deposit into the dedicated Bank account of the Coordinating Institution (or, if the GS/OAS shall so request, refund to the GS/OAS) an amount equal to the amount of such payment not so eligible or justified. Unless the GS/OAS shall otherwise agree, no further finance such payment until the Coordinating Institution has provided such evidence or made such deposit or refund, as the case may be.

Part B – Financial

Agree to 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 \$222,350.00.

1st Transfer of funds: US\$49,800 will be disbursed upon receipt and approval by GS/OAS/DSD of the CI annual work plan for 2006 according to paragraph 2.3. of this section. This transfer of funds corresponds to an advance to finance the implementation of outputs for the 1st quarter for the IABIN project.

Outputs:

1.1 Documento que detalla los requerimientos de información de los usuarios representativos, extraídos del Reporte Regional de IABIN preparado en la primera etapa PDF, evaluados y priorizados.

1.2 Estaciones de trabajo en operación.

2.1 Documento borrador de las políticas de uso de la información de especies y especímenes.

2.2.1.2. Primera versión del documento borrador del análisis del sistema que incluye: el esquema federado para compartir información de especies, análisis del portal de acceso a la información y análisis de la herramienta de captura de información.

2.3.1. Primera versión del documento borrador de la arquitectura, protocolos, herramientas y estándares para la búsqueda en bases de datos sobre especímenes y observaciones.

3.1. Informe de avance en el desarrollo de la red (especies y especímenes).

6.4. Documento que describe funcionalidad y diseño gráfico del sistema de comunicación y trabajo cooperativo.

2nd Transfer of funds: \$47,850.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the CI quarterly report according to paragraph 2.1 of this section. This transfer of funds will finance the implementation of outputs for the 2nd quarter for the IABIN project.

Outputs:

1.2. Equipo de seguridad de red y respaldo de datos en operación.

2.2.1.1. Lista de participantes al taller de especies, en su mayoría miembros del Comité Técnico Asesor en el tema de especies.

2.2.1.2. Documento borrador completo del diseño del esquema federado para compartir información de especies, análisis del portal de acceso y la herramienta de captura de información.

2.3.1. Documento borrador completo de la arquitectura, protocolos, herramientas y estándares para la búsqueda en bases de datos sobre especímenes y observaciones.

2.3.2. Lista de participantes al taller de especímenes, en su mayoría miembros del Comité Técnico Asesor en el tema de especímenes.

6.4. Sistema de comunicación y trabajo cooperativo en funcionamiento.

7.4. Prototipo del sitio web que permita el acceso a la funcionalidad desarrollada e información general de las redes temáticas de especies y especímenes en funcionamiento.

3rd Transfer of funds: \$74,200.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the 2nd CI quarterly report according to paragraph 2.1 of this section. This transfer of funds will finance the implementation of outputs for the 3rd quarter for the IABIN project.

Outputs:

2.2.1.3. Informe de finalización del taller y documentos de análisis actualizados con las conclusiones y recomendaciones del taller de especies (incluyendo las recomendaciones al borrador de las políticas de uso de la información).

2.3.4. Informe de finalización del taller y documentos análisis actualizados con las conclusiones y recomendaciones del taller de especímenes (incluyendo las recomendaciones al borrador de las políticas de uso de la información).

3.1. Informe de avance en el desarrollo de la red (especies y especímenes).

4.9. Documento de análisis y diseño del sistema para el manejo de datos del directorio de expertos en información sobre especies y especímenes.

7.4. Sitio web que permita el acceso a toda la funcionalidad desarrollada e información general de las redes temáticas de especies y especímenes en funcionamiento.

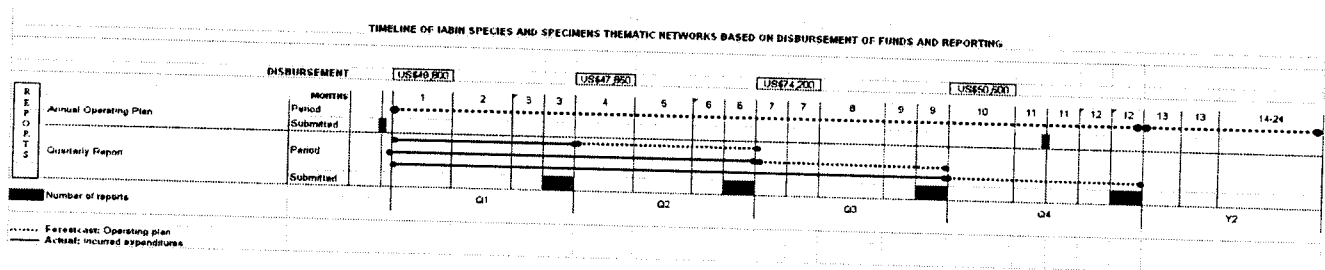
4th Transfer of funds: \$50,500.00 will be disbursed upon receipt and approval by GS/OAS/DSD of the 3rd CI quarterly report according to paragraph 2.1. of this section.

This transfer of funds will finance the implementation of outputs for the 4th quarter for the IABIN project.

Outputs:

- 2.4. Versión inicial del documento de análisis que incluye los requerimientos de las redes de especies y especímenes y las políticas de uso de la información.
- 2.5. Versión inicial del documento de análisis que incorpora las observaciones de los puntos focales, IC de otras redes temáticas y Secretaría de IABIN.
- 2.6. Documento de análisis finalizado, aprobado por la Secretaría de IABIN, distribuido a las IC de otras redes temáticas y a los miembros del los Comités Técnicos Asesores.
- 2.6. Primera versión del documento de diseño.
- 3.1. Informe del primer año de actividades de la redes de especies y especímenes.
- 4.9. Sistema para el manejo de datos del directorio de expertos en información sobre especies y especímenes en funcionamiento.
- 7.6. Red en funcionamiento con los productos obtenidos durante el primer año de desarrollo del proyecto, disponibles al público.

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:



1. Quarterly Reports (QR) must be submitted within fifteen calendar days before the beginning of the each calendar quarter, on the basis of such reports, the GS/OAS shall, deposit into the dedicated Bank account of the Coordinating Institution such amounts requested. QR reports shall:
 - Text description of project advancements and quantitative performance indicators;
 - Prepare a financial monitoring report with cumulatively incurred expenditures and operating plan for the subsequent quarter showing the funds provided under the CI Transfer;
 - Prepare a statement with sources and uses of funds under the CI Transfer Funds;
 - Parallel financing;
 - 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 and explains variances between the actual and planned Project implementation. In addition, the second quarter report will include a summary semester report and the fourth quarter report should include a summary report of all year activities and accomplishments;

- The expenditures reported in this report must be for amounts actually disbursed.

Below please find the template formats for the operating plan Quarterly Report, Statement of Sources and Uses of Funds by Components, and a sample of a Parallel Financing Form.

Building the Inter-American Biodiversity Information Network (IABIN)
 FYXXXX - INBio Co-Executing Agency with GSO/AS for GEF IABIN
 Statement of Sources and Uses of Funds by Component
 Period between January to March 2006 - QR # 1
 In US\$ dollars

Account	Accumulative Jan05-Mar06	Total Accumulative	Total Expenditures Accumulative (Committed-obligated)	Total Expenditures/Total Project Budget	Period of the Project AOP	GSO/AS Funds Available
Total Incoming / Financing	\$ 49,800.00					
GSO/AS Subtotal Funds	\$ 49,800.00					
QR # 1 (money)	\$ 49,800.00	\$ 49,800.00		0.00%	\$ 400,000.00	\$ 400,000.00
QR # 2 (money)	\$ -					
QR # 3	\$ -					
QR # 4	\$ -					
QR # 5	\$ -					
Other Funds	\$ -					

Page 1

Account	Actual		Estimated		Variance		Programmed Programed Apr06-Jun06	AOP FOR 2006
	Quarter Jan05-Mar06	Accumulative Jan05-Mar06	Semester Jan05-Mar06	Accumulative Jan05-Mar06	Actual Semester actual/estimated	Total Accumulated actual/estimated		
Use of Funds by INBio Components								
Need analysis and design an integrated portal to access information on species	\$ -	\$ -	\$ 15,500.00	\$ 15,500.00	0.00%	0.00%	\$ 11,200.00	\$ 26,700.00
Project Administration	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%	0.00%	\$ 15,000.00	\$ 116,300.00
Implementation	\$ -	\$ -	\$ 12,300.00	\$ 12,300.00	0.00%	0.00%	\$ 12,300.00	\$ 49,200.00
Administration on the configuration and changes	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%	0.00%	\$ 3,000.00	\$ 10,900.00
Software in operation	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ 6,300.00	\$ 10,000.00
Subtotal of funds	\$ -	\$ -	\$ 49,800.00	\$ 49,800.00	0.00%	0.00%	\$ 47,800.00	\$ 222,300.00
Cash Transfer # 1 (money)	\$ -	\$ 49,800.00						
Total Obligations of the Period	\$ -	\$ -						

Percentage of execution considering total executed (without commitments)	0.00%
Percentage of execution considering expenditures and commitments	0.00%

Building the Inter-American Biodiversity Information Network (IABIN)
 Financial Monitoring Report # 1 : Statement of Uses by Components
 Species and Specimens Thematic Network
 Period January 2006 - March 2006

COMPONENTS SUBCOMPONENTS ACTIVITIES	Outputs	Actual		Estimated		% Accumulative Actual Estimated	% Actual Accumulative p	Programmed
		Actual Quarter	Accumulative	Actual Quarter	Accumulative Actual / Estimate			
		Jan-06 - Mar-06	Jan-06 - Mar-06	Jan-06 - Jun-06	Jan-06			
01. DEFINITION OF NEEDS								
1.1 Information from data providers and users	Document with information about the needs of users			\$15,500	\$10,500			\$11,200
1.2 Acquisition and maintenance of equipment, infrastructure and software, and other staff costs.	Working stations in operations			\$5,000	\$0			\$0
TOTAL 01				\$10,500	\$10,500			\$11,200
02. NEED ANALYSIS & DESIGN AN INTEGRATED PORTAL TO ACCESS INFORMATION ON SPECIES								
2.1 Draft document on policies for use of information	Draft document with policy use on species and specimens information	\$0		\$15,500	\$10,500		4019/01	\$11,200
TOTAL 02								
03. PROJECT ADMINISTRATION								
TOTAL 03								
04. IMPLEMENTATION								
TOTAL 04								
05. ADMINISTRATION ON THE CONFIGURATION AND CHANGES								
TOTAL 05								
06. SOFTWARE IN OPERATION								
TOTAL 06								
Grand Total								

Parallel Financing Reporting Form

MM - MMYYYY

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	
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	Current Period	Cummulative over Project Life	
Technical Personnel Hours - Senior Level	0.00	\$0	\$0	\$0	
Technical Personnel Hours - Mid Level	468.00	\$33	\$15,215	\$30,429	Invasive species specialist
Technical Personnel Hours - Junior Level	0.00	\$0	\$0	\$0	
Equipment and supplies			\$1,000	\$2,000	
Physical Infrastructure			\$5,000	\$10,000	Office Space
Documents					
Number of professionals in Seminar n (cost/day)+(travel cost) Others (please detail)			\$0	\$0	
			\$146,500	\$302,500	Development of Invasive species information management systems for the US and North America. I3N Website (search tool, software, storage, security, listserve), GISD Species Profile, Cactus Moth Detection Network, ITIS (work on invasive species).
Sub-Total			\$167,715	\$344,929	

02- Data Content Creation

Support multilingual training, and provide technical leadership to IABIN countries as they develop data for access within the IABIN network (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 related to Component I (iii) Operating expenses

Units of Parallel Financing	ACTUAL				Description
	# of Units	Cost per hour	Current Period	Cummulative over Project Life	
Technical Personnel Hours - Senior Level	0.00	\$0	\$0	\$0	
Technical Personnel Hours - Mid Level	468.00	\$48	\$22,464	\$44,168	Invasive species specialist
Technical Personnel Hours - Junior Level	0.00	\$0	\$0	\$0	
Equipment and supplies			\$1,000	\$2,000	
Physical Infrastructure			\$5,000	\$10,000	
Documents					
Number of professionals in Seminar n (cost/day)+(travel cost) Others (please detail)			\$0	\$0	
			\$102,500	\$205,000	Funding for invasive species database
Sub-Total			\$130,964	\$261,168	

TOTAL			\$350,635	\$706,097	
--------------	--	--	------------------	------------------	--

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 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 Networks that has been entrusted to it.

The following table is the AOP submitted by Instituto Nacional de Biodiversidad for the first year (12 months):

ANNUAL WORK PLAN
PERIOD: SECOND YEAR (January 1 - December 31, 2006)

COMPONENTS/ SUBCOMPONENT/OBJECTIVE	ESTIMATED OUTPUTS		ESTIMATED COSTS	Source of Funding								
	DESCRIPTION	UNITS		GEF		COFINANCING		GEF Installments				
				Amount	%	Amount	%	Q1	Q2	Q3	Q4	
INTEGRABILITY AND ACCESS TO DATA												
Species and Species Thematic Network												
Definition of needs	Information from data providers and users	2 analyst (\$2,300 x 1 month = \$4,600) and office supplies (\$200 x 1 month = \$200)	\$5,000.00	\$5,000.00	100%	\$0.00	0%	\$5,000.00				
	Acquisition and maintenance of equipment, infrastructure and software, and other staff costs	7 computers (\$10,500), backup tapes (\$1,200) and security equipment (\$10,000)	\$408,900.00	\$21,700.00	5%	\$387,200.00	95%					
Need analysis and design an integrated portal to access information on species	Draft document on policies for use of information	1 contract (\$5000 x consultancy (3 months)=\$15000)	\$5,000.00	\$5,000.00	100%	\$0.00	0%	\$5,000.00				
	Draft portal designed for Species (\$12,500) and one workshop (\$21,200)	1 analyst (\$2,300 x 5 months = \$11,500) and office supplies (\$200 x 5 months = \$1000) 1 workshop (\$21,200)	\$33,700.00	\$33,700.00	100%	\$0.00	0%	\$5,000.00	\$7,500.00	\$21,200.00		
	Draft proposal on functionality of the capture tool and software for data providers and workshop	1 analyst (\$2,300 x 5 months = \$11,500) and office supplies (\$200 x 5 months = \$1000) 1 workshop (\$17,600)	\$30,100.00	\$30,100.00	100%	\$0.00	0%	\$5,000.00	\$7,500.00	\$17,600.00		
	Prepare an initial analysis document of the tool for capturing data, the data provider software for both networks and the portal and the document that defines the policies on the use of information	2 analysts (\$2,300 x 4 months x 2 = \$18,400) and office supplies (\$200 x 4 months x 2 = \$1600)	\$20,000.00	\$20,000.00	100%	\$0.00	0%			\$15,000.00	\$5,000.00	
	Analysis and incorporation of recommendations according to schedule and the selected standards	2 analysts (\$2,300 x 1 month x 2 = \$4,600) and office supplies (\$200 x 1 month x 2 = \$400)	\$5,000.00	\$5,000.00	100%	\$0.00	0%					\$5,000.00
	Analysis and design of the system components and design of data bases	3 contracts (\$5,000 x consultancy=\$15,000), 3 analysts (\$2,300 x 1 month x 3 = \$6,900) and office supplies (\$200 x 1 month x 3 = \$600)	\$30,000.00	\$22,700.00	76%	\$7,300.00	24%					\$22,700.00
Project Administration	Preparation of Financial Monitoring Reports, Budget control, Acquisitions management, Administrative Follow-up, Activities coordination, network representation in international fora, and support for the Secretariat fund-raising activities	172 projects (\$50000) (\$50000 x 12 months = \$30,000) and office supplies (\$200 x 12 months = \$2,400), 1 administrative assistant (\$1,200 x 12 months = \$14,400) and office supplies (\$200 x 12 months = \$2,400)	\$99,200.00	\$49,200.00	50%	\$50,000.00	50%	\$12,300.00	\$12,300.00	\$12,300.00	\$12,300.00	
Implementation	System development for data management of the experts directory on species and specimens information	1 analyst (\$2,300 x 4 months = \$9,200) and office supplies (\$200 x 4 months = \$800) and 1 graphical designer (\$2,000 x 1 month x 1/4 = \$500)	\$10,500.00	\$10,500.00	100%	\$0.00	0%			\$5,000.00	\$5,500.00	
Administration on the configuration and changes	Implement a communication system and users support to allow cooperative work, news, report on advance, current changes and versions of standards, tools and protocols and user-help on installation and use of tools developed	1 programmer (\$1,800 x 4 months = \$7,200) and office supplies (\$200 x 4 months = \$800) and 1 graphical designer (\$2,000 x 2 months x 1/2 = \$2000)	\$20,000.00	\$10,000.00	50%	\$10,000.00	50%	\$7,000.00	\$3,000.00			
Software in operation	Design and install the web site for the central server - 1st version and administrative and maintain the network infrastructure	1 programmer (\$1,800 x 3 months = \$5,400) and office supplies (\$200 x 3 months = \$600) and 1 graphical designer (\$2,000 x 2 months x 1/2 = \$2000) and office supplies (\$200 x 2 months = \$400) and 1 analyst (\$2,300 x 1 months x 1/2 = \$1,150) and office supplies (\$200 x 1 months = \$200)	\$16,950.00	\$9,450.00	56%	\$7,500.00	44%		\$6,350.00	\$3,100.00		
TOTAL			\$694,348.00	\$222,398.00	32.49%	\$462,000.00	67.51%	\$49,800.00	\$47,800.00	\$74,200.00	\$74,200.00	\$48,800.00

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.