

## Acuerdos Bilaterales

Clasificación: 137-2008

Fecha-de Ingreso: 18 de marzo de 2008

Nombre de Acuerdo: Memorandum of Grant Conditions for the execution of the Project "Applying Information and Communication Technology for Disaster Mitigation in the Central American Isthmus"

Materia:

Partes: SG/OEA & International Development Research Centre

Referencia: IDRC

Fecha de Firma: 5 de marzo de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington DC

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



Organización de los Estados Americanos  
Organização dos Estados Americanos  
Organisation des États américains  
Organization of American States

17<sup>th</sup> and Constitution Ave., N.W. • Washington, D.C. 20006

## DELEGATION OF AUTHORITY

### Memorandum of Grant Conditions for the execution of the Project “Applying Information and Communication Technology for Disaster Mitigation in the Central American Isthmus”

I, Dr. José Miguel Insulza, Secretary General of the Organization of American States, hereby delegate to Mr. Cletus Springer, Director of the Department of Sustainable Development, authority to sign on behalf of the General Secretariat and, in my place, the above-noted Cooperation Agreement.

This delegation of authority expires on March 31, 2008.

A handwritten signature in black ink, appearing to read 'J. Insulza', enclosed within a large, loopy oval flourish.

José Miguel Insulza  
Secretary General

Date: 03/14/08  
Washington, D.C.

## Memorandum of Grant Conditions

*\*This Memorandum of Grant Conditions replaces the Memorandum issued on 11 December 2007\**

**Please find enclosed the Centre's grant agreement (MGC). Before returning the MGC to the Centre, kindly ensure you have**

- READ CAREFULLY ALL SECTIONS
- SIGNED THE MGC, ON THE LAST PAGE
- COMPLETED THE BANKING INFORMATION FORM (**IF YOU ARE BASED OUTSIDE CANADA**) — FAILURE TO DO SO, OR TO PROVIDE ACCURATE INFORMATION, WILL RESULT IN GRANT PAYMENT DELAYS
- ENSURED ALL RESEARCH TEAM MEMBERS AS WELL AS YOUR FINANCIAL AND ADMINISTRATIVE STAFF ARE INFORMED OF YOUR INSTITUTION'S OBLIGATIONS WITH RESPECT TO THIS MGC.

**We thank you very much for your kind collaboration in providing all the requisite information.**

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MGC200506E

# Memorandum of Grant Conditions

The International Development Research Centre (hereinafter called *the Centre*) has approved a grant in an amount of up to **252,700 CAD** to

**General Secretariat of the Organization of American States (OAS)  
Washington, DC, United States of America**

(hereinafter referred to as *the Recipient*)

to enable the Recipient to undertake the research Project entitled *Applying Information and Communication Technology for Disaster Mitigation in the Central American Isthmus*, described in Section 1 of this Memorandum.

The Recipient agrees that the payment of any funds under this grant is subject to its compliance with the conditions set out in this Memorandum, including those in Attachments A, B, and C — which form an integral part of this Memorandum.

## 1. Project Objectives

The overall objective of the research Project is to identify and assess the performance of innovative Information Communication Technologies (ICT) applications to contribute to the effective exchange of knowledge and information between data and information providers as well as users in vulnerable communities of Central America, with the ultimate goal of reducing the vulnerability of these communities to floods and droughts while drawing lessons to promote the replication of the experience in similar contexts.

The specific objectives of the Project are as follows:

- 1.1 to identify and assess existing ICT applications for natural disaster mitigation – particularly ICT tools used to prepare for/respond to floods and droughts, and conduct a needs assessment in the two local communities economically dependent and naturally affected by the Negro and San Juan rivers for the implementation of these technologies;
- 1.2 to develop based on the results of the needs assessments, a set of guidelines including criteria and parameters (social, economic, institutional capacity and physical) for the identification of most suitable technologies and applications to respond to floods and droughts, in local communities prompt to extreme hydrological events;

MEMORANDUM OF GRANT CONDITIONS

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- 1.3 to prepare a Web-based on-line Institutional Mapping (including a database with information on relevant institutions, their fields of actions, technical capacity, competences and responsibilities) and a GIS-based information catalogue for the Central American Isthmus on natural disaster mitigation, particularly on the application of ICTs to the agriculture and livestock sectors and the water and sanitation supplies;
- 1.4 to develop a policy paper that includes a set of policy recommendations to feed into the Regional Plan for Disaster Reduction (PRRD) to be presented to regional decision-makers and national authorities in the disaster management field, through the Coordination Centre for the Prevention of Natural Disasters in Central America (CEPRENAC) and the Central American System for Integration (SICA);
- 1.5 to conduct an initial project workshop in Nicaragua designed to validate the Inventory and the Catalogue, and the identification of the Needs Assessment site with the participation of experts and key stakeholders working in the field representing all the Central American OAS member States; and
- 1.6 to design and conduct a final regional workshop for the presentation of the project's outcomes, including the Inventory and Needs Assessment, policy paper, and the Web portal's launched.

## **2. Administering Institution**

It is understood that all grant funds provided for the Project will be received and administered by the Recipient.

## **3. Project Leader**

The Project will be led by Mr. Pablo Gonzalez, an employee or otherwise authorized representative of the Recipient. The Recipient shall consult with the Centre before making any change in leadership. It is a condition of this grant that the Project Leader must demonstrate the required scientific and administrative skills to pursue the objectives of this grant successfully.

## **4. Contacts**

### **4.1. For the Centre**

The technical aspects of the Research Work conducted under this grant will be monitored by Ms. Angelica Ospina, Program Officer. This designated officer will be in contact with the Project Leader (see Section 3). The Centre reserves the right to designate a new contact without amending this Memorandum.

The administrative aspects of the work conducted under this grant will be under the responsibility of Mr. Wilfredo A. Jirón, Grant Administrator.

The address of the before stated contact persons is

ICT4D Americas  
IDRC  
PO Box 8500

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Ottawa, Ontario  
K1G 3H9 CANADA  
Tel: +1-613-236-6163  
Fax: +1-613-567-7749  
E-mail: [aospina@idrc.ca](mailto:aospina@idrc.ca)  
[wjiron@idrc.ca](mailto:wjiron@idrc.ca)

**4.2. For the Recipient**

Mr. Pablo Gonzalez, Chief for Natural Hazard Risk Reduction  
General Secretariat of the Organization of American States (OAS)  
1889 F Street, NW  
Washington DC 2006  
United States of America  
Tel: +1-202-458-3698  
Fax: +1-202-458-3526  
E-mail: [pgonzalez@oas.org](mailto:pgonzalez@oas.org)

**5. Availability of the Grant**

The grant is subject to sufficient funds being made available to the Centre by the Parliament of Canada during the full course of the grant.

For the purpose of this grant, the Commencement Date shall be **1 March 2008** and the Completion Date shall be **31 August 2009**. The Centre grant will remain available to the Recipient during this period. The Centre will not accept expenses incurred by the Recipient outside this period.

**6. Special Conditions****6.1. Per diems for Substance**

Per diems paid with grant funds to researchers and other project participants while on travel shall follow the Recipient's schedule of standard Daily Subsistence Allowance rates. The Recipient shall absorb as its contribution any supplements to its standard Daily Subsistence Allowance rates.

**6.2. Interpretation of this Memorandum - (Attachment A - Section A. 16)**

For the purposes of this Memorandum section A.16 of Attachment A hereto shall be replaced by the following:

The Parties shall attempt to resolve any dispute arising out of the application and interpretation of this Memorandum through amicable discussions. In the event those discussions are unsuccessful, then either party may submit the matter to binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The place of the arbitration shall be Ontario, Canada, and the language shall be English. Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.


MEMORANDUM OF GRANT CONDITIONS

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**7. Amendment**

This Memorandum may only be modified by a written amendment between the Centre and the Recipient.

In witness thereof, the Recipient accepts the grant as of the date indicated:

  
\_\_\_\_\_  
Signed on behalf of General Secretariat of the  
Organization of American States (OAS)

March 5 2008  
\_\_\_\_\_  
Date

CLETUS P. SPRINGER  
\_\_\_\_\_  
Signatory's name in block letters

Director DSD  
\_\_\_\_\_  
Signatory's title

\_\_\_\_\_  
Signed on behalf of the International  
Development Research Centre

\_\_\_\_\_  
Date

Mónica Dankers  
\_\_\_\_\_  
Signatory's name in block letters

Grant Administration Officer  
\_\_\_\_\_  
Signatory's Title

- Encl.      Attachment A – Additional Terms and Conditions of the Grant  
            Attachment B – Schedule of Project Milestones  
            Attachment C – Project Budget  
            Attachment D – Banking Information Form

MD/waj

MEMORANDUM OF GRANT CONDITIONS

# Attachment A

## Additional Terms and Conditions of the Grant

### A1. Definitions

For the purpose of the present Memorandum, the following definitions shall apply:

*Administering Institution* shall mean the institution responsible for the receipt and administration of grant funds, as identified in Section 2 of the Memorandum. In this Attachment the Administering Institution is deemed the same as Recipient for the purposes of financial administration.

*Collaborative Project* shall mean a project undertaken jointly by two or more Recipients (*Collaborating Institutions — preamble of this Memorandum where this applies*).

*Commencement Date* shall mean the date on which the Research Work officially commences and from which the Centre agrees to cover Recipient expenses with its grant.

*Completion Date* shall mean the last date the Recipient may expend the grant funds. Commencement Date plus Grant Duration equals Completion Date.

*Grant Duration* shall mean the number of months during which the grant is available to the Recipient to enable it to complete all Research Work and submit all reports.

*The Memorandum or the present Memorandum* shall mean the Memorandum of Grant Conditions, which incorporates all Attachments appended to it.

*Milestone* shall mean a significant event in the progress of the Project. Examples of Milestones include: technical reports, financial reports, meetings, and workshops.

*Project Phase* shall mean a different Project which comprises Research Work closely related to the Research Work included in the present Memorandum. The different Projects which constitute Project Phases are documented under different Memoranda.

*Research Work* shall mean those tasks undertaken by the Recipient deemed necessary to achieve specific Project objectives.

### A2. Disclaimer

The Recipient undertakes the Project on its own behalf and not on behalf of the Centre, and the Centre grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law; or of joint venture as between the Centre and the Recipient or any other person involved in the Project.



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**Additional Terms and Conditions of the Grant**

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The Centre assumes no liability with respect to any accident to any person or any loss or damage to any person or property arising from the Project.

**A3. Projects in a Subsequent Phase for which Reports for the Earlier Phase are Outstanding**

The terms and conditions of the Memorandum of Grant Conditions for any earlier Project Phase continue to apply to that earlier Project Phase.

After the Centre has received the Recipient's acceptance of the present Memorandum, and on condition that the Centre concludes similar agreements with any Collaborating Institutions, the Centre will make the initial payment under this Memorandum to the Recipient in accordance with Attachment B (Schedule of Project Milestones) of this Memorandum.

All further payments with respect to this Project shall be made in accordance with the terms of this Memorandum on the condition that the Centre has received all required reports on the earlier Phase of the present Project. The Centre will regard the earlier Project Phase as concluded on receipt of all outstanding reports, including a satisfactory financial report covering all grant funds received and expended on the earlier Project Phase, as of the Completion Date of that Phase.

**A4. Ethical Standards**

It is the policy of the Centre that Research Work involving human subjects or animals be carried out in accordance with high ethical standards. The signature of the Recipient on the Memorandum signifies that the Recipient fully complies with these standards.

The Recipient shall immediately report to the Centre any difficulties it encounters in complying with the ethical standards described below. In the final technical report, the Recipient shall describe how it complied with the ethical standards in carrying out the Project.

**A4.1 Information Gathering**

The Recipient agrees to comply with the following principles which aim at protecting the dignity and privacy of every individual who, in the course of the Research Work carried out under this Project, will be requested to provide personal or commercially valuable information about him/herself or others (hereinafter referred to as *a subject of research*):

- a) Before an individual becomes a subject of research, he/she shall be notified of:
  - the aims, methods, anticipated benefits and potential hazards of the research;
  - his/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and
  - the confidential nature of his/her replies.
- b) No individual shall become a subject of research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage an individual to become a subject of research.

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**Additional Terms and Conditions of the Grant**

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- c) The identity of individuals from whom information is obtained in the course of this Project shall be kept strictly confidential. At the conclusion of the Project, any information that reveals the identity of individuals who were subjects of research shall be destroyed unless the individual concerned has consented in writing to its inclusion beforehand. No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course of this Project, unless the individual concerned has consented in writing to its inclusion beforehand.
- d) When children are involved in the Project, it is the policy of the Centre that special care be taken to ensure that their participation is undertaken in accordance with high ethical standards. Accordingly, in addition to the requirements of paragraphs A4.1(a) – A4.1(c) being complied with, children shall not be allowed to participate unless:
  - their parents or guardians have been counselled with respect to the children's participation in accordance with the requirements of paragraphs A4.1(a) – A4.1(c); and
  - their parents or guardians have given their free, explicit, and informed consent to the participation of the children in the Project.Parents or guardians shall have the right to withdraw their children from the Project at any time.

**A4.2 Projects Involving Human Subjects in Biomedical Research**

In accepting this grant, the Recipient agrees to comply with the *International Guidelines for Biomedical Research Involving Human Subjects* developed by the Council for International Organizations of Medical Sciences and the World Health Organization.

In addition to the requirements of paragraphs A4.1(a) – A4.1(d) being complied with, the Recipient shall

- a) submit the research protocol for the Project to an appropriately constituted ethics review committee in its institution or at the national level (in the country where the Research Work will be carried out); and
- b) provide the Centre with a copy of the Committee's written approval of the protocol.

The Recipient shall take whatever steps may be necessary to ensure that effective treatment is provided to those subjects of research who react adversely to any aspect of the experimental procedure to which they have been subjected.

**A4.3 Projects Involving Biological Knowledge**

The Centre supports the objectives of the 1992 Convention on Biological Diversity, in particular that of promoting the fair and equitable sharing of the benefits arising from the use of genetic resources. Recipients involved in any Project that may entail the use or dissemination of knowledge to which a person or group of persons may claim moral or legal rights, will not take steps that would prejudice such claims or diminish their value. In particular, the Recipient will not profit or act in such a way as to facilitate profit by third parties through the commercialization or dissemination of such knowledge without the concurrence of the Centre. Where the use or dissemination of such knowledge is envisioned,

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**Additional Terms and Conditions of the Grant**

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the Recipient will ensure that the moral or legal rights of any potential claimants are respected, subject to the privileges and immunities of the Recipient, through consultation with them and compensation to them where available. This section will endure beyond the termination of this Project and of this Memorandum.

**A4.4 Medical Treatments**

The Centre does not support Projects promoting or resulting in the promotion of medical treatments that are not sanctioned as safe and efficacious in accordance with recognized national and international standards. The Recipient will not, during the course of this Project or through activities arising from it, recommend the use of medical treatments that do not meet these standards.

**A4.5 Projects Involving the Use of Animals**

It is the policy of the Centre that any animals used in Centre-supported Projects should be treated in a humane way. Therefore, it is a condition of this grant that:

- a) all animals are acquired according to law;
- b) the facilities in which the animals are kept accommodate their needs;
- c) the environment in which the animals are kept is reasonably comfortable and constant;
- d) reasonable amounts of food and water are provided to the animals;
- e) reasonable veterinary care is provided to the animals;
- f) no animal is subjected to pain or distress unless it is a necessary aspect of experiments that has been approved by the Centre; and
- g) where euthanasia is necessary, the method used rapidly produces a state of unconsciousness.

**A5. Goods, Vehicles, and Equipment**

**A5.1 Procurement**

The Recipient shall ensure that all procurement orders valued over the limit stated in its own policies are conducted on a competitive basis, locally or internationally as appropriate.

When the Recipient purchases goods, vehicles, or equipment on behalf of a third party, it shall arrange for their delivery to the third party. The Recipient shall arrange for the goods, vehicles, or equipment to be adequately insured during shipment and undertakes that such coverage shall remain valid until the third party takes delivery of them.

It is understood that the Centre assumes no responsibility in the event of loss or damage to said goods, vehicles, or equipment.

**A5.2 Importation**

Any Recipient taking delivery of equipment purchased with Centre funds for the Project, whether purchased by the Recipient, by a Collaborating Institution, or by the Centre, is

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**Additional Terms and Conditions of the Grant**

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responsible for undertaking all formalities and other administrative arrangements necessary for importing the equipment into the country in which the Research Work will take place. Said Recipient will also take all necessary steps to ensure that grant funds are not used for the direct payment of custom, import, or other duties or taxes levied with respect to such importation.

**A5.3 Ownership and Insurance of Goods, Vehicles, and Equipment**

It is understood that all goods, vehicles, or equipment purchased with funds provided by the Centre, whether procured by the Recipient, a Collaborating Institution, or the Centre, shall be regarded, at the time of delivery, as property belonging to the Recipient receiving the equipment, or goods. In the event that it is the practice of the Recipient receiving the equipment or goods to insure its own goods, vehicles, or equipment, said Recipient shall arrange to insure any goods, vehicles, or equipment purchased with funds provided by the Centre. However, if it is not the practice of the Recipient receiving the goods, vehicles or equipment to insure its own goods, vehicles, or equipment, said Recipient is not obliged to take out insurance with respect to the goods, vehicles, or equipment purchased with funds provided by the Centre. It is understood that the Centre assumes no responsibility in the event of loss or damage to said goods, vehicles, or equipment.

Goods, vehicles and equipment purchased by the Recipient with Centre grant funds shall be transferred to the ultimate beneficiary identified in the project proposal or to a suitable developing country-based institution. The documentary proof of such transfers shall be kept for verification and should be forwarded to the Centre when it so requests, at any time in the two years following project completion.

**A5.4 Vehicle and Equipment Safety**

The Recipient shall ensure that any equipment or vehicle provided through this grant is used with the required safety precautions so that risks to the physical safety of individuals are minimized.

**A5.5 Use of Vehicles Purchased in this Project or an Earlier Phase**

The Recipient shall ensure that any vehicle purchased with Centre grant funds shall be used exclusively for carrying out the objectives of the Project and only made available to personnel working on the Project for their official use. A suitable log book shall be maintained to record vehicle use, and the Centre reserves the right to examine this travel log book.

Any vehicle purchased with Centre grant funds during a previous phase of the Project shall be used exclusively for carrying out the objectives of the present Project and only made available to personnel working on the present Project for their official use. The vehicle log book shall continue to be maintained to record vehicle use, and the Centre reserves the right to examine this travel log book.

**Additional Terms and Conditions of the Grant**

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**A5.6 Sale, Cession, or Disposal of Equipment or Goods**

During the course of the Project, no goods, vehicles, or equipment purchased with funds provided by the Centre shall be sold, ceded, or otherwise disposed of without the prior approval of the Centre.

Sales made after the Project is completed may trigger taxes; said taxes shall be the exclusive responsibility of the Recipient.

**A6. Dissemination of Results**

One of the Centre's main program objectives is to see that knowledge generated by the Project is used for development. In disseminating the results of the Project, all Project Recipients shall adhere to the following conditions:

- a) Recipients have the right to publish, in any form, the results of the Project, or any other information prepared or produced as a result of this grant, and are not required to obtain the consent of the Centre to do so, except where they have signed a subsidiary Memorandum of Understanding (and, in particular, paragraph 1 thereof) with respect to intellectual property. Recipients will recognize the support of the Centre by including in all publications the following acknowledgement:

*This work was carried out with the aid of a grant from the International  
Development Research Centre, Ottawa, Canada.*

Any licence from the Recipient to the Centre to deal with intellectual property owned by the Recipient under this project or otherwise is subject to agreement on a case-by-case basis. The Recipient will grant such a licence where dissemination of results is for the benefit of developing countries.

Notwithstanding the foregoing, in any Collaborative Project it is understood that publication of the Project results will be effected jointly by all parties, unless all parties agree otherwise in writing.

- b) The Centre may provide to any member of the public who so requests one copy of any report, writings, films, tapes or other medium containing information arising from the project. The Centre may also digitize such works and make them available on its web site. When it does so, the Centre shall ensure the material is professionally indexed, with full attribution to the authors.
- c) Following consultation with the Recipient, the Centre may undertake other forms of publication or distribution of the results of the project, directly or through a third party where it is in the best interests of promoting development.
- d) The Recipient shall provide the Centre with five copies of any publication it has made of the results of the Project or of any other information prepared or produced as a result of this grant, and two copies of any audio or visual material. In addition, when possible, an electronic version, specifying the software and, where applicable hardware used, will be provided to the Centre. The Centre encourages all collaborating institutions to provide copies of all their publications to each other.

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MEMORANDUM OF GRANT CONDITIONS  
Attachment A  
**Additional Terms and Conditions of the Grant**

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## **A7. Intellectual Property Rights**

### **A7.1 Inventions**

When it is deemed likely that an invention may be created during the Project, the grant will be subject to the condition that the Recipient signs a Memorandum of Understanding to be attached to the present Memorandum of Grant Conditions and to be an integral part of it.

### **A7.2 Availability of Germplasm**

Subject only to relevant quarantine regulations, the Recipient shall make available to the Centre or any institution conducting research in the same area of research as that described in the Project which so requests it any improved germplasm that has been developed in whole or in part as a result of the Project.

### **A7.3 Computer Software**

In the case of any copyright or other similar form of protective right that arises with respect to a computer program, its documentation, or other related material developed consequent to the Project, it is agreed that:

- a) the Recipient will promptly supply the Centre with full information as to content and authorship of such a program;
- b) the Recipient and the Centre will jointly own, in all countries of the world, the full right, title, and interest in such copyright or other similar forms of protective rights;
- c) the Recipient and the Centre will have, in all countries of the world, a royalty-free irrevocable licence, with the right to grant sub-licences to third parties, to reproduce, copy, modify, or use any such computer program; and
- d) the Recipient shall ensure by appropriate contracts, that its employees or contractors will cooperate in meeting the Recipient's obligations under these provisions.

## **A8. Project Budget**

The grant shall be used exclusively for the budgetary purposes set forth in Attachment C (Project Budget).

The Recipient shall contact the Centre and obtain its written consent before making any substantial changes in budgetary allocation (transfer between budget categories of 15% or more). It is understood that the budget will be reviewed annually during the Grant Duration, through the provision of annual disbursement forecasts (see Section A10.2).

## **A9. Grant Administration**

The Project shall be carried out in conformity with this Memorandum and the Recipient's rules and regulations.

Attachment A

**Additional Terms and Conditions of the Grant**

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The Recipient affirms that, as part of its ongoing activities, provision has been made to support the Project and that Recipient contributions indicated in Attachment C (Project Budget) have been authorized.

**A9.1 Interest Earnings**

To the extent to which any interest accrued while grant funds are in deposit at the Recipient's bank (see Section 2) can be easily determined by the Recipient, whether in a separate Project account or in a general account, such interest shall be used for the project in accordance with the Recipient's financial regulations and rules.

**A9.2 Working Currency**

The working currency of the Recipient is the currency of the Project budget in Attachment C (normally, the United States dollar). Notwithstanding the working currency of the Recipient, the Centre limits its grant payment liability to the Canadian currency value of the grant as stated in this Memorandum.

**A9.3 Trust Fund**

Where the Recipient has rules and regulations that require the establishment of a trust fund to administer the payments received from the Centre under this project, it shall do so without prejudice to any of the provisions of this Memorandum.

**A10. Payments and Financial Reports**

**A10.1 Requests for Payment**

All grant payments to the Recipient, except the final payment shall be considered advances until the Project Milestones, as set forth in Attachment B, are satisfactorily achieved and a financial report of actual expenses incurred against the payment is accepted by the Centre.

The submission of a financial report (including the financial forecast, as per A10.2) will implicitly serve as a request.

**A10.2 Submission and Format of Interim Financial Reports**

Financial reports shall be prepared in a format similar to that of the Project Budget (Attachment C). Financial reports shall also be duly signed (certified) by the Project Leader of the Recipient institution and a duly authorized financial officer of the same institution. The report will include:

- a) a certification, in the working currency of the Recipient, of the amount of Centre grant funds expended and accrued on the Project to the report date;
- b) a certification of the amount received in the working currency after conversion of the Centre payment;

Attachment A

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**Additional Terms and Conditions of the Grant**

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- c) other amounts received and against which the Centre grant is conditional as per Attachments C; and
- d) a forecast of expenditures, in the working currency, for the following payment period.

The Recipient shall submit its reports to the Centre contact designated in Section 4.1 in accordance with the Schedule of Project Milestones (Attachment B).

**A10.3 Review and Acceptance**

Within 20 calendar days of receipt of a report, the Centre shall notify the Recipient, in writing, of any errors, omissions or clarification required in the report, in which case any outstanding payment will be withheld until the report is deemed acceptable.

Notwithstanding the Schedule of Project Milestones (Attachment B), the financial forecast submitted by the Recipient will serve as basis for establishing the cash flow needs for the period or milestones covered by the next payment and, consequently, the amount of the payment itself. Thus, the actual timing and amount of payments in annual or bi-annual installments will be dependent on receipt and acceptance of the required reports or milestones.

**A10.4 Payment**

**A10.4.1 Dependency on Milestone or Technical Report**

Release of many payments is contingent upon the acceptance by the Centre's contact (see Section 4.1) of the Project Milestones (Attachment B) achieved as at the date of the financial report.

The Centre reserves the right to increase or decrease the number and frequency of payments.

**A10.4.2 Method of Payment**

Payment will be made by bank transfer according to information provided by the Recipient in the Banking Information Form (Attachment D).

**A10.5 Holdback and Final Payment**

The Centre will retain a percentage of the grant inferior to the percentage levied by the Recipient for indirect costs—see Section A11.4. The Centre will release the funds held back upon the receipt of the final technical report, described in Attachment B, and preliminary final financial report giving information on actual expenditures and obligations in relation to this grant. The final financial report (see Section A10.6) will be made available to the Centre within four months of the full settlement of any outstanding obligations. The actual amount of the final payment will take into account the total actual expenditures of the Project.



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**Additional Terms and Conditions of the Grant**

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Additional specific conditions attached to the release of the final payment may be present in Attachments B and C.

**A10.6 Submission and Format of Final Financial Report**

The final financial report shall be prepared and submitted in the same manner as the interim financial reports (see Section A10.2) with the exception of the requirement of a forecast of expenditures (A10.2e) which is unnecessary.

**A11. Allowable Expenses**

No Project-related expenses will be paid if these expenses were incurred outside of the period of availability of the grant (see Section 5 of this Memorandum). Failure to submit the required reports on time (see Attachment B) will result in the Centre requesting a refund of the grant for which there has been a failure to account.

The following sections describe restrictions which are placed upon the payment for the items, goods, or services set forth in the Project Budget (Attachment C).

**A11.1 Air Travel**

Any air tickets purchased by recipients with grant funds, directly or indirectly, must be in paid in accordance with the Recipient's rules and regulations

Charges against the grant shall not exceed the actual cost of the fare paid or the limit designated in the preceding paragraph, whichever is lesser.

**A11.2 Per Diems for Subsistence**

Per diems paid with grant funds to researchers and other project participants while on travel shall follow the Recipient's schedule of standard Daily Subsistence Allowance rates. The Recipient shall absorb as its contribution any supplements to its standard Daily Subsistence Allowance rates.

**A11.3 Taxes**

The Centre recognizes that the Recipient, as the United Nations or as a subsidiary organ of the United Nations or as a specialized agency of the United Nations, is exempt from taxation pursuant to either

- the Convention on the Privileges and Immunities of the United Nations (Section 7), or
- the Convention on the Privileges and Immunities of the Specialized Agencies (Section 9).

The applicable Convention provides, *inter-alia*, that the Recipient is exempt from all direct taxes, except charges for public utility services, and is exempt from custom duties and charges of a similar nature in respect of articles imported or exported for its official use.

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**Additional Terms and Conditions of the Grant**

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**A11.4 Project Indirect Costs**

The Centre does not allow the recovery of overhead on its grants. It does however allow the recovery of indirect expenses incurred in the conduct of the Research Work and in the administration of the grant. Indirect expenses can only include program support services which comprise administrative support and the provision of technical personnel as required.

Under no circumstances will the Centre consider indirect costs over 13 % of the recipient-administered grant value excluding the amount of the indirect costs themselves.

**A12. Centre Review and Audit**

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of the Recipient.

The Recipient agrees that the account created to administer the funds received from the Centre will be included in the overall accounts of the Recipient presented to its Board of Auditors for certification each year. The copies of these certifications should be forwarded to the Centre when it so requests.

**A13. Return of Funds**

Within a reasonable time after the Completion Date, the Recipient shall return to the Centre any grant funds not used for the Project.

**A14. Visits to Project**

The Recipient, at the request of the Centre, will permit officers or representatives of the Centre to visit the Project site(s) at times convenient to the parties concerned and will facilitate the discussion of the results and progress of the Project between Centre representatives and Project personnel.

**A15. Compliance with National Laws**

In carrying out this Project, the Recipient shall, subject to its privileges and immunities, be responsible for complying with all applicable laws and regulations of the countries in which the Research Work will be carried out and to which Project personnel may have to travel to as part of the Project.

**A16. Interpretation of this Memorandum**

The Recipient and the Centre shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Memorandum or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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**Additional Terms and Conditions of the Grant**

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Any dispute, controversy or claim between the Recipient and the Centre arising out of this Memorandum or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Memorandum, the arbitral tribunal shall have no authority to award interest. The Recipient and the Centre shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Nothing in this Memorandum may be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities which the Recipient enjoys by virtue of the international agreements and national laws applicable to it.

**A17. Sub-contractors, Successors and Assignees**

The Recipient is prohibited from entering into any sub-contract (other than identified in this Memorandum, and in compliance with Section A8), designating any successor or assigning any rights under this contract without the express consent of the Centre.

**A18. Notices**

Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic mail or telecopier shall be deemed to have been received one working day after being sent; any notice given by letter shall be deemed to have been received 15 calendar days after the date of mailing.

**A19. Non-Compliance**

In the event that the Recipient fails to comply with any of the terms and conditions outlined in this Memorandum, the Centre may refuse to release new payments and request the Recipient to return any unspent funds and advances.

## MEMORANDUM OF GRANT CONDITIONS

## Attachment B

### Schedule of Project Milestones

Milestone	Due Date	Submitted by	Centre Payment Amount
Commencement	Official Commencement Date (see Section 5)	n/a	153,500 CAD
First technical progress report, covering the first 6 months of Research Work ①	12 months after Commencement Date	Recipient ②	n/a
First financial report, covering the first 12 months of Research Work as per the requirements of Section A10.2.	12 months after Commencement Date	Administering Institution (see Section 2)	n/a
Payment by the Centre, following acceptance of first technical progress report and satisfactory financial report.	One month after receipt of satisfactory reports.	n/a	Yes ③
Final technical report (five print copies and, where possible, an electronic copy). ④	On or before Completion Date (see Section 5)	Recipient ②	n/a
Final financial report covering all funds expended on the Project, in the same form and including the details of the Budget as set forth in Attachment C – see Section A10.6)	On or no more than 30 days after the Completion Date (see Section 5).	Administering Institution (see Section 2)	n/a
Final payment by the Centre, following acceptance of the final technical report (including, among other things, the research results dissemination plan) and satisfactory final financial report.	30 days after receipt of satisfactory final reports (see Section 5)		Up to 12,700 CAD ③

- ① The technical progress reports must contain sufficient information for Centre staff to determine the progress of the Project as well as its technical success. Guidelines for report preparation are available at the Centre's Web Site (<http://www.idrc.ca/admin>) or from the Centre's contact (see Section 4.1).
- ② All technical reports are to be prepared jointly by the Recipient and all Collaborating Institutions or as deemed acceptable by the Centre's contact (see Section 4.1).
- ③ The amount of these payments will be based upon an analysis by the Centre of the accounted expenditures as well as of the forecast submitted by the Administering Institution as identified in Section 2 of the Memorandum. Refer to Section A10.2 for the reporting requirements and to A10.3 for the frequency of payments. Grant advances typically cover half a year's cash requirements.
- ④ The final technical report must contain sufficient information detailing the work accomplished — embodying research findings, project results and outcomes, any policy recommendations and an acceptable dissemination plan where dissemination did not take place within the scope of the project — in order to allow Centre staff to determine its technical

MEMORANDUM OF GRANT CONDITIONS

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success. Guidelines for report preparation are available at the Centre's web site (<http://www.idrc.ca/admin>) or from the Centre's contact (see Section 4.1).

- ⑤ The amount of the final payment indicated here is based upon the forecast of the initial grant budget. The actual amount will be such that the net grant amount administered by the Recipient will not be exceeded — this is determined on the basis of the total amount awarded to the Recipient on page one of the Memorandum, less the amount administered by the Centre as per Attachment C of this Memorandum.

**If the Recipient fails to submit any one of the above-mentioned final reports by the Completion Date, the Centre may close the Project. In such an instance, the Centre shall withhold all final payments and may request the Recipient to return any unspent and unaccounted funds.**

1 CAD =	Exchange / Echange	Proj.	Act.	Comp.	Institution	
		1.000	104410	00000000	001 OAS	
	US Dollar	Année 1	Année 2	Année 3	Année 4	Total
		Year 1	Year 2	Year 3	Year 4	
<b>Recipient Administered Portion in / Partie administrée par le bénéficiaire en</b>						
						USD
<b>Consultants</b>						
		91,724	34,386	0	0	126,110
	Principal Consultant Fees	30,000	10,000			
	Principal Consultant airfares for Preliminary Inventory of ICT Applications to seven (7) countries	2,450				
	Principal Consultant twelve (12) days per diem for Preliminary Inventory of ICT Applications (@ 165 USD per day)	1,980				
	Principal Consultant en route/in transit expenses for Preliminary Inventory of ICT Applications	432				
	Principal Consultant airfares for Needs Assessments trip to Nicaragua and Honduras		700			
	Principal Consultant six (6) days per diem for Needs Assessments trip in Honduras (@ 146 USD per day)		876			
	Principal Consultant six (6) days per diem for Needs Assessments trip in Nicaragua (@ 154 USD per day)		924			
	Principal Consultant en route/in transit expenses for Needs Assessments trip to Honduras and Nicaragua		240			
	Two (2) National Consultants Fees for five (5) months (@ 2,000 USD per month per consultant)	8,000	12,000			
	GIS-Principal Consultant Fees for six (6) months (@ 2,000 USD per month)	12,000				
	GIS-Principal Consultant airfares for 2 week field trip to seven (7) countries	2,450				
	GIS-Principal Consultant (12) days per diem (@ 165 USD per day)	1,980				
	GIS-Principal Consultant en route/in transit expenses for two (2) field trip (@ 165 USD per day)	432				
	Internet & Software Developer Fees	8,000	8,000			
	Internet & Software Developer airfare to Panama		500			
	Internet & Software Developer six (6) days per diem in Panama (@171 USD per day)		1,026			
	Internet & Software Developer en route/in transit expenses for trip to Panama		120			
	Eight (8) GIS-National Consultants Fees for 2 months(@ 1,500 USD per month per consultant)	24,000				
<b>Travel (Staff) / Voyages (personnel)</b>						
		9,696	5,597	0	0	15,293
	Chief, DSD-NHRRP airfare to Panama	500				
	Chief, DSD-NHRRP six (6) days per diem in Panama (@ 171 USD per day)	1,026				
	Chief, DSD-NHRRP en route/in transit expenses for trip to Panama	120				
	Project Coordinator airfare to Panama	500				
	Project Coordinator six (6) days per diem in Panama (@ 171 USD per day)	1,026				
	Project Coordinator en route/in transit expenses for trip to Panama	120				
	Chief, DSD-NHRRP airfare to Nicaragua	1,024				
	Chief, DSD-NHRRP six (6) days per diem in Nicaragua (@ 154 USD per day)	924				
	Chief, DSD-NHRRP en route/in transit expenses for trip to Nicaragua	216				
	Chief, DSD-NHRRP airfares to Nicaragua and Honduras		1,244			
	Chief, DSD-NHRRP two (2) days per diem in Honduras (@ 146 USD per day)		292			
	Chief, DSD-NHRRP two (2) days per diem in Nicaragua (@ 154 USD per day)		308			
	Chief, DSD-NHRRP en route/in transit expenses for trip to Honduras and Nicaragua		240			
	Chief, DSD-NHRRP airfare to GIS-Based information meeting	1,200				

Exchange / Echange		Proj.	Act.	Comp.	Institution	
1 CAD =	1.000	104410	00000000		001 OAS	
	US Dollar	Année 1	Année 2	Année 3	Année 4	Total
		Year 1	Year 2	Year 3	Year 4	
	Chief, DSD-NHRRP two (4) days per diem for GIS- Based information meeting (@ 165 USD per day)	660				
	Chief, DSD-NHRRP en route/in transit expenses for trip to GIS-based Information meeting	216				
	Chief, DSD-NHRRP airfare to Panama		673			
	Chief, DSD-NHRRP six (4) days per diem in Panama (@ 171 USD per day)		684			
	Chief, DSD-NHRRP en route/in transit expenses for trip to Panama		120			
	Two (2) DSD Natural Disaster Specialists airfare to Nicaragua (@ 500 USD per ticket)	1,000				
	Two (2) DSD Natural Disaster Specialists en route/in transit expenses for trip to Nicaragua (@ 120 per Specialist)	240				
	Two (2) DSD Natural Disaster Specialists per diem in Nicaragua (@ 154 USD x person per day for 3 days)	924				
	Two (2) DSD Natural Disaster Specialists airfare to Honduras (@ 500 USD per ticket)		1,000			
	Two (2) DSD Natural Disaster Specialists en route/in transit expenses for trip to Honduras (@ 80 per Specialist)		160			
	Two (2) DSD Natural Disaster Specialists per diem in Honduras (@ 146 USD x person per day for 3 days)		876			
	<b>Research Expenses / Frais de recherches</b>	<b>35,960</b>	<b>50,290</b>	<b>0</b>	<b>0</b>	<b>86,250</b>
	<i>Ist Regional Workshop in Managua, Nicaragua:</i>					
	Airfares for 30 participants (@ 500 USD per airfare)	15,000				
	En route/in transit expenses for 30 participants (@ 120 USD per participant)	3,600				
	Three (3) days per diem expenses for 30 participants (@ 154 USD per day per participant)	13,860				
	<i>Final Regional Workshop in Tegucigalpa, Honduras:</i>					
	Airfares for 30 participants (@ 500 USD per airfare)		15,000			
	En route/in transit expenses for 30 participants (@ 80 USD per participant)		2,400			
	Three (3) days per diem expenses for 30 participants (@ 146 USD per day per participant)		13,140			
	Translations of Criteria for Application of ICTs "Good Practices"		1,500			
	Translations of Policy Paper		1,500			
	Translations of Workshop report		1,500			
	Applications of ICTs - design, printing and multi-media inventory		7,000			
	Communication & printing costs for the Inventory of ICT Applications to Disaster Mitigation	1,500				
	Communication & printing costs for Vulnerability Assessments		1,250			
	Conference services for Workshops	2,000	2,000			
	Printing costs of Policy Recommendations Final Report		5,000			
	<b>Indirect Costs / Frais indirects</b>	<b>15,110</b>	<b>9,930</b>	<b>0</b>	<b>0</b>	<b>25,040</b>
	Rate	11.0%				
		15,110	9,930	0	0	
	<b>Total (RAP/PAB) in USD</b>	<b>152,490</b>	<b>100,203</b>	<b>0</b>	<b>0</b>	<b>252,693</b>
		<b>The Centre's liability is limited to amounts quoted in Canadian Dollars.</b>				
	<b>Total (RAP/PAB) in CAD</b>	<b>152,500</b>	<b>100,200</b>	<b>0</b>	<b>0</b>	<b>252,700</b>

Pursuant to OAS General Standards approved by its Member States and in accordance to Executive Order 07-01, issued by the OAS Secretary General on May 29, 2007, the ICR rate for contributions arising from Member States of the OAS is established at a minimum of 11% of the total amount. ICR will partially defray costs incurred in the administration of this grant agreement including, among others, the following products and services: planning, monitoring, review and evaluation of projects; resource mobilization services; financial management framework (e.g., financial manuals, handbooks, guidelines, and training); staff recruitment; overall administrative functions of the General Secretariat; legal and financial review of agreements; banking operations (e.g., receipt of funds, check emission, bank reconciliations); financial reporting; external audit coordination and representation; internal audits; setup and management of accounts; procurement of goods and services; recording and processing of transactions; facilities and utilities; and general use office equipment and supplies (e.g., networks), etc.

## Budget Notes

**Consultants: 126,100 USD**

- Funds to cover the costs of fees and travel expenses for the Principal Consultant.
- Funds to cover the costs of fees and travel expenses for the GIS-Principal Consultant.
- Funds to cover the costs of fees and travel expenses for the Internet and Software Developer.
- Funds to cover the costs of fees for eight (8) GIS-National Consultants.

**International Travel: 15,293 USD**

- Funds to cover travel costs of the Chief, DSD-NHRRP.
- Funds to cover travel costs of the Project Coordinator.
- Funds to cover travel costs of two (2) DSD Natural Disaster Specialists.

**Research Expenses: 86,250 USD**

- Funds to cover travel for 30 participants attending the 1st Regional workshop in Managua, Nicaragua.
- Funds to cover travel costs for 30 participants attending the Final Regional Workshop in Tegucigalpa, Honduras.
- Funds to cover translation expenses of project's documents.
- Funds to cover communication and printing expenses for the project.
- Funds to cover conference services expenses for the workshops.

**Indirect Costs: 25,040 USD (Rate: 11%)**



## Attachment D Banking Information Form

**FOR ADMINISTERING INSTITUTIONS LOCATED OUTSIDE CANADA:**

PLEASE COMPLETE THIS FORM AND RETURN WITH THE SIGNED MGC

# BANK INFORMATION FORM

(WIRE TRANSFER FORM)

IDRC Reference # \_\_\_\_\_

<b>Bank Account Name:</b>		
<i>If Bank Account Name is different from Recipient Legal Name, please explain:</i>		<small>AO/RC Certification INTERNAL USE ONLY</small>
Bank Information	<b>Bank Name:</b>	
	<b>Branch:</b>	
	<b>Street Address:</b>	
	<b>Country:</b>	
	<b>Account Currency:</b>	
	<b>Account #:</b>	
	<b>Other Instructions:</b>	
	<b>BIC (SWIFT):</b>	<small>Bank Routing # / ABA # / Transit # / Sort Codes / etc. – if applicable</small>
	<b>IBAN #:</b>	<small>The Bank Identifier Code (BIC) is a unique address (8 or 11 characters) which identifies the financial institutions.</small>
	<small>The International Bank Account Number (IBAN) is a European Standard for identifying an account held by a financial institution.</small>	

**NOTE:** Correspondent information is mandatory when the wire is made in a currency other than the receiving bank's local currency.


Correspondent Bank	<b>Bank Name:</b>	
	<b>Street Address:</b>	
	<b>Account #:</b>	
	<b>Additional Info:</b>	
	<b>BIC (SWIFT):</b>	<small>The Bank Identifier Code (BIC) is a unique address (8 or 11 characters) which identifies the financial institutions.</small>

I certify that the above information is complete and current.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(dd/mm/yyyy)

Print Name and Title: \_\_\_\_\_

Wire payments are processed by  or Scotiabank

## Attachment C Project Budget