

Acuerdos Bilaterales

Clasificación: 30-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Coordinating Institution Transfer Agreement between the General Secretariat of the Organization of American States, through the Department of Sustainable Development and Fundação o Boticário de Proteção à Natureza Coordinating Institution for "the Implementation of Activities in Support of the IABIN (Inter-American Biodiversity Information Network) Protected Areas Thematic Network"

Materia:

Partes: SG/OEA & Fundação o Boticário de Proteção à Natureza

Referencia: FBPN

Fecha de Firma: 3 de marzo 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**

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

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

The Parties,

Fundação O Boticário de Proteção à Natureza (sometimes referred to herein as "FUNDACAO", the "Coordinating Institution" or "CI"), a private not-for-profit organization recognized since 1998 by the Brazilian government as having Public Utility Status, with headquarters in Curitiba, PA, Brazil;

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"),

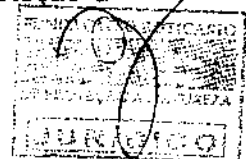
WHEREAS:

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;

One of the thematic networks has been identified as a Protected Areas Thematic Network, 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 Fundação O Boticário de Proteção à



Natureza after the IEC has confirmed FUNDACAO's technical, operational and administrative qualifications and legal standing to act as Coordinating Institution in charge of the Protected Areas Thematic Network;

FUNDACAO 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 Protected Areas Thematic Networks (hereinafter referred to as the "Coordinating Institution");

The Coordinating Institution, FUNDACAO, 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 FUNDACAO have signed a Memorandum of Cooperation ("MOC") (see Annex 3, hereto) for the development and implementation of the above-mentioned Thematic Network, based on the technical proposal submitted by the FUNDACAO for becoming the Coordinating Institution for the establishment of the Thematic Network (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 Protected Areas Thematic Network 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 Protected Areas Thematic Network (the "Project"), as established in this Agreement and its Annexes.

ARTICLE II: EXECUTION OF THE PROJECT

- 2.1. FUNDACAO, 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, FUNDACAO shall:
 - (a) Establish one thematic network for Protected Areas Thematic Network to be integrated with the IABIN Catalogue Service and the other four Thematic Networks (*Invasives, Species-Specimens, Ecosystems, and Pollinators*) and the geospatial network under the IABIN Connectivity Program. The duty to establish this thematic network includes, but is not limited to, the development of policies, tools, standards and protocols to access, analyze and use information concerning said thematic network; the design and installation of a web site in a central server; the provision of training materials; the development of software for data providers; the operation and maintenance of said thematic network; and the development of English and Spanish training materials concerning the operation of said thematic network;

A handwritten signature in black ink is written over a rectangular official stamp. The stamp contains some illegible text and a small emblem.

- (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 the Thematic Network;
- (c) Follow GS/OAS operating procedures to procure goods, non-consultant technical services and consultants' services 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 the Thematic Network that has been entrusted to the FUNDACAO.

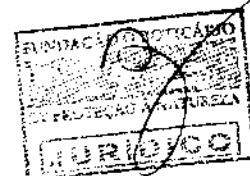
ARTICLE III: ORGANIZATION FOR IMPLEMENTATION OF THE PROJECT

- 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\$230,000 (two hundred and thirty 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\$35,750.00 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 \$47,000.00 will be disbursed upon delivery of the first report and expected products set forth in Annex 5 Part B 2.1.

(d) The disbursement of the third transfer of funds of \$32,250.00 will be disbursed upon delivery of the second 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\$ 460,000.00 (four hundred and sixty 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\$71,500.00 will be based on the CI annual operating plan for the first year as submitted and approved by the GS/OAS/DSD.

(b) The second co-financing amount to be contributed by the CI shall be \$94,000.00

(d) The third co-financing amount to be contributed by the CI shall be \$64,500.00.

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

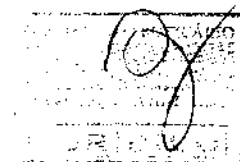
4.3. Specific budgetary allocations within components as specified in the annual work plans may be modified provided the modifications have the prior written approval of GS/OAS/DSD.

4.4. This contribution of US\$230,000 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, four-month 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 FUNDACAO 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 FUNDACAO 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,



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 four-month 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\$35,750.00 (thirty-five thousand, seven hundred and fifty 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 fourth-month period, provided that GS/OAS/DSD has previously received and approved the products and the fourth-month period narrative and financial reports in accordance with Annex 4 of this Agreement;

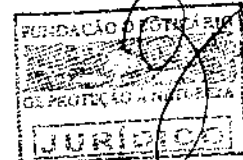
- 6.2. The Coordinating Institution shall authorize one person to serve as the Coordinating Institution's representative to request and receive the CI Transfer Funds. The Coordinating Institution may revoke this authorization and designate another representative upon

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.

- 6.3.1. 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.
- 6.3.2. 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.
- 6.3.3. 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.
- 6.3.4. 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

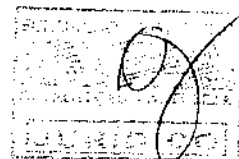
- 11.1 Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement shall be settled by arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL), and the law of the District 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: Miguel Serediuk Milano
Title: Technical Director
Address: Rua Gonçalves Dias, 225
Tel: 55 41 334-02650
Fax: 55 41 3340-2635
E-mail: milano@fundacaoboticario.org.br

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

Name: Silvio Lopes Barbosa
Title: Financial Officer
Address: Rua Gonçalves Dias, 225
Tel: 55 41 334-02650
Fax: 55 41 3340-2631
E-mail: silviob@fundacaoboticario.org.br

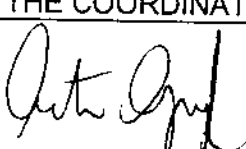
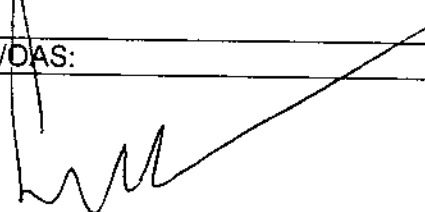
- 13.3. Either Party may replace its designated representative under this Article by providing advanced written notice to the other and shall be simultaneously communicated to the IBRD.

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 nonreceipt 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:
 Artur Noemio Grynbaum Administrative and Financial Director Fundação O Boticário de Proteção à Natureza	 Scott Vaughan Director, Department of Sustainable Development
Date: March 3, 2006	Date: February 24, 2006
Location: Curitiba, PR	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

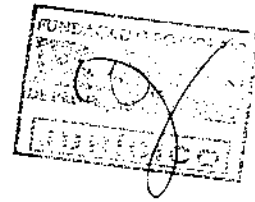
Annex 2 – Terms of Reference (ToRs)

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 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

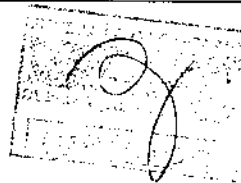
Agree to follow GS/OAS financial rules of procedures and GS/OAS/DSD/IABIN technical reporting formats adequate to enable GS/OAS to monitor and evaluate on an ongoing basis the carrying out of the project activities;

1. *Disbursement.* During the first year (12 months), the GS/OAS will disburse to the CI \$115,000.00 (one hundred and fifteen thousand United States dollars).

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

Products:

#	Activities	Output (product)	Timetable	Indicator
1	Formation of a protected area thematic working group (in consultation with designated IABIN leads)	Protected area thematic working group formed	Month 1	IABIN designated contacts are satisfied with composition of thematic working



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

2nd Transfer of funds: \$47,000.00 (forty-seven thousand United States dollars) will be disbursed upon receipt and approval by GS/OAS/DSD of the first CI report and expected products according to paragraph 2.1 of this section. This transfer of funds will finance the implementation of products for the fifth through eighth month (5-8 months) for the Project.

Products:

#	Activities	Output (product)	Timetable	Indicator
6	Analyze existing criteria for PA data quality or develop them as needed to be validated during workshop	Document with criteria	Month 2-6	List of criteria for PA data quality submitted and approved by PATWG, network participants, Secretariat, IEC

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

3rd Transfer of funds: \$32,250.00 (thirty-two thousand United States dollars) will be disbursed upon receipt and approval by GS/OAS/DSD of the second CI report and expected products according to paragraph 2.1 of this section. This transfer of funds will finance the implementation of products for the ninth through twelfth month (9-12 months) for the Project.

Products:

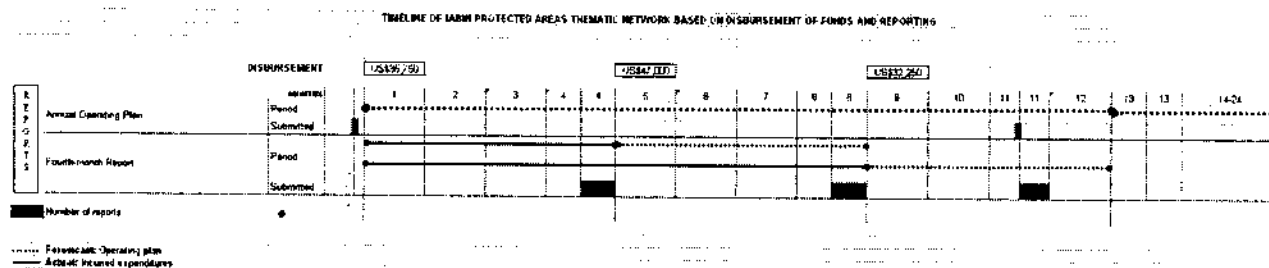
#	Activities	Output (product)	Timetable	Indicator
14	Hold one regional workshop to validate: Prioritized PA Data Needs and Gaps Proposed minimum set of PA reporting fields Proposed PA Management Effectiveness Tool	Workshop proceedings Decisions on a prioritized list of PA data needs and gaps A proposed PA	Month 10	At least 80% of participants reply positively to workshop evaluation survey

	Structure for PA Data Digitizing tool Criteria for selection of PATN Experts Database Criteria for PA data quality Provide an interactive training for the prototype Data Digitizing Tool	Management Effectiveness tool to be used consistently in IABIN Structure of the data digitizing tool Criteria for selection of PATN experts Criteria and standards for PA data quality		
15	Propose and develop the structure for Expert Database in collaboration with other TNs	Expert Database structure	Month 9 - 10	Structure for Expert Database developed in collaboration with other TNs
16	Develop and implement PATN Sustainability Plan	Sustainability plan prepared and submitted	Month 9 - 12	PATN Sustainability Plan implemented
17	Develop PA Metadata to be accessed by IABIN Catalog	PA Metadata file developed and submitted	Month 9 - 10	Access PA Metadata by IABIN Catalog
18	Develop technical documents on PATN Portal	Technical documents developed and available on the portal	Month 11 - 12	Technical documents developed
19	Upgrade PATN website so that it will give access to PATN data and will allow users to search other TNs	PA upgraded and integrated search capabilities in place	Month 11 - 12	PATN website upgraded with search capabilities fully developed
20	Implement the PA Help Desk and respond to user needs	Report on helpdesk activity	Month 10 - 12	Help Desk implemented and reports available
21	Host data for those Data Providers who cannot host their own data	Reported as appropriate	Month 11	Data hosted
22	Coordinate with other TN CIs and send a representative to the main events of at least the Species and Ecosystems TN;	Meetings report prepared	Months 1 - 12	Participation (at least) in the Species and Ecosystems TN events
23	Communicate relevant information to all identified stakeholders;	Communication data available and included in reports	Months 1 - 12	Relevant information communicated
24	Function as the Protected Areas TN coordinator and secretariat;	Information to be included in established reports	Month 1 - 12	Active PATN coordination and secretariat
25	Submit four-month reports to the IABIN Secretariat and the GS/OAS;	Reports submitted	Month 4, 8, 12	Four-month reports approved
26	Present an annual operation plan to the IABIN Secretariat and the GS/OAS;	AOP for 2007 prepared and submitted by Nov 15 2006	Month 10 - 11	Annual Operational Plan approved
27	Submit detailed financial information	Financial reports	Month 12	Financial and time

on direct project expenditure and detailed time information on matching contributions as stipulated in the budget.

information approved

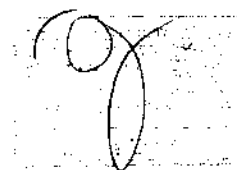
2. *Reporting.* The CI shall prepare with the assistance of the IABIN Secretariat, under terms of reference satisfactory to the GS/OAS/DSD, and furnish to the GS/OAS/DSD:



1. Four-month Reports (4M-R) must be submitted within fifteen calendar days before the beginning of the each calendar four-month period, on the basis of such reports, the GS/OAS shall, deposit into the dedicated Bank account of the Coordinating Institution such amounts requested. 4M-R shall:

- Text description of project advancements and quantitative performance indicators;
- Prepare a financial monitoring report with cumulatively incurred expenditures and operating plan for the subsequent calendar four-month period showing the funds provided under the CI Transfer Agreement;
- 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 four-month period and setting out the measures recommended to ensure the efficient carrying out of the products for the subsequent calendar four-month period and explains variances between the actual and planned Project implementation. In addition, the second four-month period report will include a summary of the previous eight-month period and the third four-month period 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 for the four-month period 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)
 PROXX - FUNDAÇÃO O Boticário de Proteção à Natureza - Co-Executing Agency with GSOAS for GEF IABIN
 Statement of Sources and Uses of Funds by Component
 Period between January to Apr. 2006 - AMR # 1
 In US\$ dollars

CI Grant Contributions From GSOAS	Amortization	Total Accumulative	Total Expenditures/Actuals (Committed - obligated)	Total Expenditures/Total Project Budget	Period of the Project AOP	GSOAS Funds Available
Total Incoming / Financing	\$ 32,500.00					
GSOAS Subsidized Funds	\$ 32,500.00					
AMR # 1 (non-yp)	\$ 32,500.00					
AMR # 2 (non-yp)	\$ -					
AMR # 3	\$ -	\$ 32,500.00		0.00%	\$ 230,000.00	\$ 230,000.00
Other Funds	\$ -					

Page 1

	Actual		Estimated		Variance		Programmed	AOP FOR 2006
	Quarter Jan-Mar 2006	Accumulated Jan-Mar 2006	Four month Jan-Mar 2006	Accumulated Jan-Mar 2006	Actual Semester actual/estimated	Total Accumulated actual/estimated		
Use of Funds by IABIN Components								
Identify current Protected Area database formats, existing data types, systems used etc. in 2 countries in each of the six (6) IABIN sub-regions	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
Develop an annotated document on a prioritized list of data needs and gaps through consultation with data providers and working group	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
Develop a draft website	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
Identification of potential protected area data providers	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
Subtotal of funds	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -
Cash Transfer # 1 (non-yp)	\$ -	\$ 40,800.00	\$ -	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ 115,000.00

Total Obligations of the Period	\$ -	\$ -
Balance of Funds available (accumulated incoming - accumulated uses - expenditures of the period)	\$ -	\$ 32,500.00
Percentage of execution considering total allocated (not total commitments)	#DIV/0!	#DIV/0!
Percentage of execution considering expenditures and commitments	#DIV/0!	#DIV/0!

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

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

Parallel Financing Reporting Form

MM-YYYY

PLEASE PROVIDE INFORMATION ABOUT THE ACTIVITIES AND COSTS THAT YOUR INSTITUTION HAS FUNDED RELATED TO IABIN ACTIVITIES (DO NOT INCLUDE FUNDS PROVIDED BY IABIN)

INFORMATION OF FINANCER (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

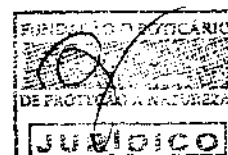
Units of Parallel Financing	ACTUAL				Description
	# of Units	Cost per hour	Current Period	Cummulative over Project Life	
Technical Personnel Hours - Senior Level	0.00	\$0	\$0	\$0	
Technical Personnel Hours - Mid Level	468.00	\$33	\$15,215	\$30,429	Invasive species specialist
Technical Personnel Hours - 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)			\$0	\$0	
Others (please detail)			\$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 1 (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)			\$0	\$0	
Others (please detail)			\$102,500	\$205,000	Funding for invasive species database
Sub-Total			\$130,964	\$261,168	

TOTAL \$360,636 \$706,992



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 Network that has been entrusted to it.

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



BUILDING THE INTER-AMERICAN BIODIVERSITY INFORMATION NETWORK

ANNUAL WORK PLAN
PERIOD: January 1 - December 31, 2006

COMPONENTS/ SUBCOMPONENT/OBJECTIVE	ESTIMATED OUTPUTS		ESTIMATED COSTS	Sources of Funding							
	DESCRIPTION	UNITS		GEF		COFINANCING		GEF Implementation			
				Amount	%	Amount	%	Q1	Q2	Q3	Q4
INTEROPERABILITY AND ACCESS TO DATA											
Protected Areas Thematic Network											
Develop ADP and Work Plan	ADP and Work Plan	1 contract									
Formation of a protected area thematic working group (in consultation with designated IABIN leads)	Protected area thematic working group formed	2 contracts	\$24,750.00	\$0.00	0%	\$24,750.00	100%				
Develop a draft website	Website hosted	1 consultant									
Identification of potential protected area data providers	List with complete contact information	2 contracts									
Identify current Protected Area database formats, existing data types, systems uses, etc. in 2 countries in each of the six (6) IABIN sub-regions	Document on prioritized list of data gaps/needs assessment	1 contract (\$5,000.00 x 4 months)	\$20,000.00	\$20,000.00	100%		0%				
Develop an annotated document on a prioritized list of data needs and gaps through consultation with data providers and working group	Document on prioritized list of data gaps/needs assessment										
Analyze existing criteria for PA data quality or develop them as needed to be validated during workshop	List of criteria for PA data quality presented	1 contract (\$5,000.00 x 1 month)	\$5,000.00	\$5,000.00	100%	\$0.00	0%				
Analyze existing Protected Areas Management Effectiveness Tool and propose the most appropriate one to be used consistently by IABIN	Document with proposed ME tool										
Propose a minimum set of reporting fields in consultation with the PATWG	Reporting fields and format for network infrastructure developed	1 contract (\$5,500 x 1 month)	\$5,500.00	\$5,500.00	100%	\$0.00	0%				
Develop criteria for selection of PATN Experts to be included in PATN Expert Database	List of criteria for selection of PATN Experts defined	1 contract	\$5,500.00	\$0.00	0%	\$5,500.00	100%				
Develop and populate Protected Areas Experts Database and make it available through the PATN Portal	PA Experts Database available through the PATN Portal										
Develop and propose structure for a stand-alone PA biodiversity database in consultation with PATWG	Document with proposed structure	1 contract (\$3,500 x 5 months)	\$16,500.00	\$16,500.00	100%	\$0.00	0%				
Develop a prototype PA biodiversity database	Data digitizing tool										
Regional Workshop	Prioritized PA Data Needs and Gaps Proposed minimum set of PA reporting fields Proposed PA Management Effectiveness Tool Structure for stand-alone Database Criteria for selection of PATN Experts Database Criteria for PA data quality Provide an interactive training for the prototype a stand-alone Database	1 workshop	\$41,000.00	\$41,000.00	100%	\$0.00	0%	\$22,500.00	\$16,500.00	\$66,000.00	
Propose and develop the structure for Expert Database in collaboration with other TNs	Structure for Expert Database developed in collaboration with other TNs	1 contract	\$2,750.00	\$0.00	0%	\$2,750.00	100%				
Develop and implement PATN Sustainability Plan	PATN Sustainability Plan implemented	1 contract	\$8,250.00	\$0.00	0%	\$8,250.00	100%				
Develop PA Metadata to be accessed by IABIN Catalog	Access PA Metadata by IABIN Catalog	1 contract	\$8,250.00	\$0.00	0%	\$8,250.00	100%				
Develop technical documents on PATN Portal	Technical documents developed	1 contract	\$5,500.00	\$0.00	0%	\$5,500.00	100%				
Upgrade PATN website so that it will give access to PATN data and will allow users to search other TNs	PATN website upgraded	2 contracts	\$11,000.00	\$0.00	0%	\$11,000.00	100%				
Implement the PA Help Desk and respond to user needs	Help Desk implemented	1 contract	\$8,250.00	\$0.00	0%	\$8,250.00	100%				
Host data for those Data Providers who cannot host their own data	Data hosted	1 contract	\$2,750.00	\$0.00	0%	\$2,750.00	100%				
Coordination and communications	Coordinate with other TN CIs and send a representative to the main events of at least the Species and Ecosystems	1 contract	\$5,000.00	\$5,000.00	100%	\$0.00	0%				
	Communicate relevant information to all identified stakeholders		\$5,500.00	\$0.00	0%	\$5,500.00	100%				
	Functions as the Protected Areas TN coordinator and secretariat	3 contracts	\$46,800.00	\$0.00	0%	\$46,800.00	100%				
Administration, Monitoring and Sustainability	Present quarterly reports to the IABIN Secretariat and the GSOIAS	1 contract	\$8,250.00	\$0.00	0%	\$8,250.00	100%				
	Present annual operation plan to the IABIN Secretariat and the GSOIAS	1 contract	\$5,500.00	\$0.00	0%	\$5,500.00	100%				
	Monitoring and evaluations reports on matching contributions	1 contract	\$22,000.00	\$0.00	0%	\$22,000.00	100%				
TOTAL			\$208,718.00	\$118,000.00	41.68%	\$146,118.00	58.31%				

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.

