

ACUERDOS BILATERALES

Clasificación: 62-2012

Fecha de Ingreso: 11 de junio de 2012

Nombre del Acuerdo: Sub project agreement between the General Secretariat of the Organization of American States and the National Environment and Planning Agency to develop a protected areas database for Jamaica

Materia: To develop a protected areas database for Jamaica

Partes: GS/ National Environment and Planning Agency

Referencia: National Environment and Planning Agency

Fecha de Firma: February 11, 2010

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.; Jamaica

Unidad Encargada: Executive Secretary for Integral Development

Persona Encargada:

Original

Claves

Cierres del proceso

SUB-PROJECT AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,
THROUGH THE DEPARTMENT OF SUSTAINABLE DEVELOPMENT OF THE
EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT**

AND

NATIONAL ENVIRONMENT AND PLANNING AGENCY

TO

DEVELOP A PROTECTED AREAS DATABASE FOR JAMAICA

THE PARTIES OF THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter the GS/OAS), a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, through its Department of Sustainable Development (hereinafter the DSD) represented by the Executive Secretary for Integral Department, Ambassador Alfonso Quiñonez and the National Environment & Planning Agency - NEPA (hereinafter the Institution), a federal agency of the Government of Jamaica with headquarters at 10 Caledonia Avenue, Kingston 5, Jamaica represented by Mr. Peter Knight, Chief Executive Officer.

CONSIDERING:

That at the Santa Cruz Summit of the Americas meeting of Heads of State in 1996, the Inter-American Biodiversity Information Network (hereinafter "IABIN") was created with the objective of providing a networking information infrastructure (such as standards and protocols) and biodiversity information content required by the countries of the Americas to improve decision-making, particularly for issues at the interface of human development and biodiversity conservation;

That through IABIN, access will be made available to scientific information currently scattered throughout the world in different institutions, such as government organizations, museums, botanical gardens, universities, and nongovernmental organizations (NGOs);

That in order to fund the building of IABIN, GS/OAS and the International Bank for Reconstruction and Development (hereinafter the Bank) acting as an Implementing Agency of the Global Environment Facility (hereinafter the GEF) Trust Fund, approved the GEF Trust Fund Grant Agreement effective on October 4, 2004, as amended on February 10, 2006, June 26 2006, and December 19 2008 with GS/OAS (Annex 1 hereto) in an amount equal to US\$6,000,000 ("Master Agreement");

That Article III of the Master Agreement provides that GS/OAS shall enter into sub-project agreements with "Eligible Institutions" to carry out certain project tasks and

functions , and the Institution has been designated an "Eligible Institution" under the terms of that Agreement; and

That GS/OAS is the central and permanent organ of the Organization of American States and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

HAVE AGREED to sign this Project Agreement (hereinafter "Agreement"), based on the following provisions:

ARTICLE I **OBJECTIVE**

- 1.1. The purpose of this Agreement is to establish the regulatory framework to implement, update and maintain for a minimum of five (5) years an Internet-accessible Database or Information System of Jamaica's protected areas with at least 160 Protected Areas registries. This information or database system must have a mechanism, such a "Web Service"¹, compatible with the World Database on Protected Areas (hereinafter "WDPA") and the IABIN Protected Areas Thematic Network (PATN), which allows interoperability with other databases or information systems (hereinafter the "Project") and thereby to increase the availability of protected areas information through IABIN.

- 1.2. In pursuance of this objective, the Project will employ the PATN and WDPA standards and attributes. These standards can be met by using the web based system, offered by PATN and UNEP-WCMC, available at online, and/or the tool developed by the Ministry of the Environment of Brazil, which includes a Web Service to automatically provide data to IABIN and the WDPA. If the Institution were to use another tool to digitize its data, in addition to the database used, a Web Service compatible with the WDPA and the IABIN Protected Areas Thematic Network (PATN), which allows interoperability with other databases or information systems, must be built by the Institution in close coordination with the PATN Coordinating Institution. The Institution will make freely available the information generated through the Project by means of its informatics facilities as well as through the PATN and WDPA websites and the tools this network creates for that purpose, for a minimum of five (5) years. The institution will install in a server accessible from the internet, a software that will work as a data provider and will make freely available to the public the information generated through the Project by means of the tools this network creates for that purpose, for a minimum of (5) five years. The institution will update manually or automatically (via web service) the PATN and WDPA databases with the country's protected

¹ "Web Service" is computer programs, usually "scripts", that provide services to remote applications, called consumers, using the Internet as a channel of communication. Applications and Web Services consumers can be developed in different platforms, using different programming languages, and using different standards such as XML, SOAP, HTTP, WSDL, UDDI.

areas spatial and aspatial data every 4 months for a minimum of 5 years. The institution will create the following metadata records at IABIN Catalog: one record for the Protected Areas Database using Dublin Core standard, one record for each on-line map using FGDC standard.

ARTICLE II **CONTRIBUTIONS**

- 2.1. Under this Agreement, GS/OAS will contribute to the Institution US\$10,000.00 as follows:
 - a. The first transfer of funds in the amount of US\$4,000.00 shall be made upon signature of this Agreement by both Parties;
 - b. The second transfer of funds of in the amount of US\$ 3,000.00 shall be made upon delivery to the satisfaction of GS/OAS of reports and deliverables in accordance with article IV below;
 - c. The final transfer of funds in the amount of \$3,000 shall be made upon delivery to the satisfaction of GS/OAS of reports and deliverables in accordance with article IV below;
- 2.2. The Institution will contribute US\$10,400.00, comprising the co-financing amount to be contributed by the Institution. This contribution will be reported through the following link: <http://cofinance.iabin.net/> according to Annex 5, Guidelines for Project Implementation.
- 2.3. The GS/OAS Contribution is subject and limited to GS/OAS' receipt of the Bank funding pursuant to the terms of the Master Agreement, attached hereto as Annex I.

ARTICLE III **REPORTING REQUIREMENTS**

- 3.1 Three (3) months at the latest after the signature of this agreement by both Parties, the institution will submit to the GS/OAS to its satisfaction, an interim technical-financial progress report of the Project (First Report) in conformity with Article I and paragraph 2 (a) and (b) of Annex 3 to this Agreement together with a digital copy of the database with the information digitized, following PATN and WDPA standards. The First Report will include: (i) the digitized Protected Areas data for 60 Protected Areas and (ii) a detailed report for the first workshop that encloses the lessons learned, the presentations and conclusions. Thirty (30) days after the above-referenced report is submitted, the GS/OAS will notify the institution in writing its observations and comments. In case that the GS/OAS is not satisfied with the First Report, the institution will have thirty (30) days from the date when the written notification is received to make the necessary corrections to the above mentioned Report and resubmit it to the GS/OAS.

- 3.2. Six (6) months at the latest after the signature of this agreement by both Parties, the institution will submit to the GS/OAS to its satisfaction, a final technical-financial report of the Project (Final Report). The Final Report will include: (i) a database with the digitized Protected Areas data for 160 Protected Areas; (ii) Metadata (one metadata record for the Protected Areas Database using Dublin Core standard, one metadata record for each on-line map using FGDC standard); (iii) access to the web site, results and evaluation of the personnel training event; (iv) update of IABIN/UNEP-WCMC Protected Areas database in accordance with article 1.1 and 1.2 of this Agreement and according to the Proposal submitted (Annex 2) adopting the PATN and WDPA standards and accessible through the internet with the software of the data provider indicated by the PATN and (v) a detailed report for both workshops that enclose the lessons learned, the presentations and conclusions. Thirty (30) days after the above-referenced report is submitted, the GS/OAS will notify the institution in writing its observations and comments. In case that the GS/OAS is not satisfied with the First Report, the institution will have thirty (30) days from the date when the written notification is received to make the necessary corrections to the above mentioned Report and resubmit it to the GS/OAS.

ARTICLE IV **RESPONSIBILITIES OF THE INSTITUTION**

- 4.1. The Institution shall:
- a. In accordance with its Project Proposal set out in Annex 2 to this Agreement, be responsible for Project execution and the monitoring of the achievement of the Project;
 - b. Procure goods and services required for Project execution in accordance with Sections 1. (a) and (b) of Annex 3, Guidelines for Project Implementation, during the effective period of this Agreement;
 - c. Comply with the reporting requirements set out in Articles 3.1 and 3.2 in accordance with Section 2. (a) and (b) of Annex 3 Guidelines for Project Implementation, during the effective period of this Agreement;
 - d. Cooperate fully with the representatives that GS/OAS or the Bank designates in writing, including representatives of the PATN CI as these are defined in Section 1.02. (a) of Annex I to this Agreement, to carry out periodic oversight of the Project and to perform such Project evaluations as GS/OAS or the Bank may be deemed necessary. To this end, the 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;
 - e. Maintain an accounting system, including records and accounts in accordance with generally accepted accounting principles, and a financial management system adequate to reflect its progress and financial condition

and to register separately the operations, resources and expenditures related to the Project;

- f. Keep income and expense vouchers and/or supporting documents for the accounting records of the transactions made with the Project funds for a period of five years after the Agreement is completed;
- g. Reimburse any funds contributed by GS/OAS under this Agreement that are unused not later than 60 days after the termination date of this Agreement. This amount shall be reimbursed by means of a remittance in United States dollars, payable to GS/OAS; and
- h. In the event that GS/OAS proposes to conduct an audit of the Project funds contributed by GS/OAS during the effective period of this Agreement and/or within three years after the date of completion of the Project, the Institution shall facilitate to GS/OAS representatives such information on financial or operational matters or financial records related to the Project as may be requested and shall allow full, free, and unrestricted access to the functions, activities, operations, records, property, and staff of the Institution, and to the relevant technical and financial documents.

ARTICLE V **FINANCIAL MANAGEMENT**

- 5.1. Within fifteen days following the signing of this Agreement by both Parties, the Institution shall designate one person to serve as the representative to request and receive payments under this Agreement and shall advise GS/OAS of that designation in writing. The Institution may revoke that designation and designate another representative upon provision of written notification to DSD, accompanied by an original sample of the new representative's signature. Such notification must be received by DSD at least five (5) calendar days prior to a request for payment by the Institution under its new representative's signature.
- 5.2. The Institution may place GS/OAS contributions under this Agreement in an interest-bearing account. Interest accrued on this account must be used for financing only the Project activities as set out in Annex 2. Otherwise, the interest accrued herein must be returned to GS/OAS at the end of this Agreement.
- 5.3. If, at the written request of the Institution, a portion or all of the contributions under this Agreement are converted to or paid in a currency other than United States dollars, the Institution shall bear any losses resulting from exchange rate fluctuations.

ARTICLE VI **WARRANTIES AND LIABILITIES**

- 6.1. If, for any reason, a third party should file a claim against GS/OAS, either directly or through DSD, in relation to this Agreement and/or in relation to execution of the

Project, the Institution shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. The 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 Institution or its agents to fully abide by terms of this Agreement.

- 6.2. GS/OAS may require the Institution to obtain insurance policies covering the risks associated with implementing this Agreement.
- 6.3. Except as otherwise stated in this Article VI, each Party shall be exclusively responsible for its own actions and omissions in relation to this Agreement.
- 6.4. In the event that the 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 DSD in Washington D.C. within 60 days.

ARTICLE VII **PUBLICATIONS AND OUTREACH ACTIVITIES**

- 7.1. Every document published and other outreach activities (e.g., presentations, interviews) in regard to the activities of the Institution in the execution of this Project shall recognize the role of IABIN and PATN, and shall include the IABIN and OAS logos. Major publications could optionally include the logos of the City of Knowledge, GEF, and the Bank. At the same time, it shall be clearly stated therein that the opinions expressed in those documents are not necessarily the opinions of IABIN, the OAS, the GS/OAS, and/or any of their organs, officers, employees, and agents, or of the Bank or of OAS Member States.

ARTICLE VIII **INTELLECTUAL PROPERTY RIGHTS**

- 8.1. The Institution shall retain title, copyright, patent, or other proprietary rights of their data and shall hereby grant to GS/OAS and IABIN a non-exclusive unlimited license at no cost, to the work and data digitized or complemented with the funds provided by GS/OAS under this Agreement, for a minimum of five years. All work shall comply with the IABIN access to information and intellectual property regulation found on http://www.iabin.net/index.php?option=com_content&task=blogcategory&id=11&Itemid=21

ARTICLE IX **DISPUTE RESOLUTION**

- 9.1. Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement which cannot be settled amicably by the Parties, shall be settled by arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Washington, D.C., United States of America, and the law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA. The language of the arbitration shall be English, unless the Parties mutually agree on another language. 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 X
INSTITUTIONAL COORDINATION AND NOTICE

- 10.1. The representative of GS/OAS designated to receive and give written notice under this Agreement is:

Name: Alfonso Quiñonez
Title: Executive Secretary for Integral Development
Address: OAS General Secretariat Building
1889 F Street, N.W.
Washington, D.C. 20006
Tel: (202) 458-3510
Fax: (202) 458-3560
E-mail: AQuinonez@oas.org

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

Name: Mr. Peter Knight, J.P.
Title: CEO
Address: National Environment & Planning Agency
10 Caledonia Avenue, Kingston 5
Jamaica W.I.
Tel: (876) 754-7540 ext. 2339
Fax: (876) 754-7594
E-mail: peter.knight@nepa.gov.jm

- (ii) The representative of the Institution designated to coordinate and prepare the deliverables under this Agreement is:

Name: Mrs. Winsome Townsend
Title: Director – Strategic Planning, Policies & Projects
Division
Address: National Environment & Planning Agency
10 Caledonia Avenue, Kingston 5

Jamaica W.I.
Tel: (876) 754-7540 ext. 2332
Fax: (876) 754-7594
E-mail: wtownsend@nepa.gov.im

- 10.3. All communications and notifications derived from this Agreement will be valid only when submitted via facsimile or electronic mail and are directed to the representatives indicated in Articles 10.1 and 10.2 of this Agreement. Communications and notifications submitted via electronic mail will only be valid when submitted directly from the electronic mail address from the representative of one of the Parties to the electronic mail address from the representative of the other Party.
- 10.4. 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 XI
TERM, MODIFICATION, TERMINATION, AND ANNEXES

- 11.1. This Agreement may be modified in agreement with the Parties by written amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.
- 11.2. This Agreement will come into force after its signature by the duly authorized representatives of the Parties, and will remain into effect for eight (8) months. Nonetheless, the Parties may agree at any time to extend the term of this Agreement. These actions will be effective once GS/OAS has expressed no objection and when the duly authorized representatives of both Parties have signed an Addendum to this Agreement.
- 11.3. GS/OAS may terminate this Agreement for justified reasons, by giving notice in writing to the Institution five (5) calendar days in advance of the termination date. The following shall be considered as justified reasons for termination: noncompliance by the Institution with any of the obligations assumed by it under this Agreement; the existence of irregularities in the management by the Institution of the contributions under this Agreement; the bankruptcy of the Institution; the non-receipt by GS/OAS of funding from the GEF Trust Fund Grant; and, the need to safeguard the interests of the OAS and/or GS/OAS.
- 11.4. 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.
- 11.5. In the situations indicated in Article 11.4 above, the Institution may not contract any further obligations under this Agreement after the date of receipt of the

termination notice. Moreover, Institution 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.

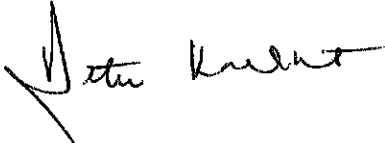
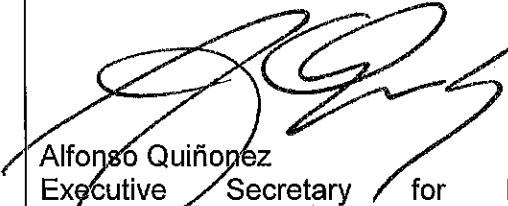
11.6. Within five (5) calendar days of the termination date, the Institution shall reimburse GS/OAS for the portion of the funds provided under this Agreement that were not spent and/or were not irrevocably obligated to third parties prior to the termination date. The reimbursement shall be made by way of remittance in United States dollars payable to the order of GS/OAS.

11.7. Annexes 1, 2, 3, 4 and 5 to this Agreement are attached hereto, and are hereby incorporated by reference into this Agreement.

11.8. The use of the term "days" in this Agreement refers to calendar days.

SIGNED by the duly authorized representatives of the Parties (Annex 4) in duplicate originals as of the Effective Date and at the place indicated below:

PO# 236075

FOR THE NATIONAL ENVIRONMENT AND PLANNING AGENCY:	FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:
 Mr. Peter Knight Chief Executive Officer, National Environment & Planning Agency	 Alfonso Quiñonez Executive Secretary for Integral Development
Date: 2010/02/11	Date: 28-JAN-10
Location: Jamaica	Location: Washington D.C.

List of Annexes:

- Annex 1 – GEF Trust Fund Grant Agreement TF053526 “Building the Inter-American Biodiversity Information Network Project” effective on October 4, 2004 and its amendment dated February 10, 2006, June 26 2006, and December 19 2008 (Separate PDF Document available in: <http://www.oas.org/dsd/IABIN/Component2/Jamaica/NEPA/Annexes.htm>)
- Annex 2 – Project Proposal (Separate PDF Document available in: <http://www.oas.org/dsd/IABIN/Component2/Jamaica/NEPA/Annexes.htm>)
- Annex 3 – Guidelines for Project Implementation
- Annex 4- Delegation of Authority of the duly authorized representatives of the Parties (Separate PDF Document available in: <http://www.oas.org/dsd/IABIN/Component2/Jamaica/NEPA/Annexes.htm>)
- Annex 5 – Operating Manual (Separate PDF Document available in: <http://www.oas.org/dsd/IABIN/Component2/Jamaica/NEPA/Annexes.htm>)

Annex 3 –Guidelines for Project Implementation

1. (a) *Procurement.* The procurement of goods and services should be made on a selective basis upon the value of each acquisition. It is expected that the Institution will ensure that the principle of economy and efficiency is respected and that every effort is made to get the best value for the money.

Steps to be followed:

- Determine the type and units of the required equipment or works and their delivery time;
- Obtain information about the availability of the required goods or works either by phone or in person, at least three quotations;
- Compare the quotations received;
- Select the supplier or contractor, justifying the selection based on the quality and availability of good or work, and the price;
- After executing the payment, keep all documents, including list of suppliers or contractors, receipts, etc, on file for possible audit.

(b) *Selection of Consultants*

Steps to be followed:

- Prepare a job description if an individual is to be selected as a consultant, or terms of reference if a firm is to be selected,
- Issue a letter of invitation, and based on the responses, select the best candidate individual/firm, at least three candidates should be invited to have respond,
- Contact the selected candidate,
- Negotiate the contract terms and conditions,
- Prepare and sign a contract,
- After the contract is completed, keep all documents on file for possible audit.

Eligible expenditures under this Agreement are:

- Consultants services that work within and/or outside of the Institution;
- Goods necessary to carry out the project;
- Operating costs (means, incremental Institution staff salaries, project administration costs, operation and maintenance of office equipment, and non-durable goods);
- Training (means incremental travel costs. The Institution is encouraged to utilize the Institution co-financing funds to finance staff travel costs)

2. *Reporting.* The Institution shall prepare with the assistance of the IABIN Secretariat, and furnish to the DSD, in Spanish or English:

(a) A technical progress report containing at a minimum:

- The Project title;
- A summary section of progress to date and challenges and/or difficulties encountered to the date of the report in both Spanish and English;

- Project objectives;
- Methodology employed and activities carried out;
- Results achieved in accordance with article III above;
- Lessons learned, problems and possible solutions; and
- Register the Parallel financing through the following link:
<http://cofinance.iabin.net/>

(b) A financial report which shall contain as a minimum a statement of expenditures. The following template can be used:

ORGANIZACION DE LOS ESTADOS AMERICANOS									PO #:
REPORTE DE GASTOS									Date:
INSTITUCION xxxxxxx									Application #:
									Page number:
1	2	3	4	5	6	7	8	9	10
Item No.	Nombre del proveedor / Descripción	Numero de contrato	Ubicación	Monto original del contrato (equivalente en Dolares)	% Financiado por SGI/OEA	Pagos acumulados ya reportados	Fecha de Pago	Factura	Monto
1									
2									
3									
TOTAL:									\$0.00