

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

**THE HORUS INSTITUTE FOR ENVIRONMENTAL CONSERVATION AND
DEVELOPMENT**

TO

BUILDING AND QUALIFYING CONTENT ON THE I3N BRAZIL DATABASE

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, Mauricio E. Cortes Costa and The Horus Institute for Environmental Conservation and Development, (hereinafter the "Institution"), an autonomous entity with headquarters at Servidão Cobra Coral, 111 – Campeche, Florianópolis – SC, Brazil represented by Sílvia R. Ziller, Executive Director.

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 (i) Append 2,356 records that have been accumulated in the past months to the I3N database, including the results of risk analysis carried out for most species in the Brazil database; (ii) Create a webpage on the Horus Institute website on risk analysis, exposing the protocol used and the methodology, as all these details cannot be recorded in the database; (iii) Relocate information to the correct new fields in the open source database, including for protected areas and for herbarium records; (iv) Include data from 96 email messages of contributions that are in standby and (v) Review all the content on terrestrial animals so it can be used in a publication that is being prepared by the Brazil Ministry of Environment on terrestrial invasive species (hereinafter the “Project”) and thereby to increase the availability of the bibliographic references metadata through IABIN.
- 1.2. In pursuance of this objective, it is agreed that the above-referenced Project will employ IABIN Invasive Species Thematic Network (hereinafter “I3N”) standards with the necessary adaptations and that the Institution will make freely available to the public the information generated through the Project by means of its informatics facilities as well as through the Central I3N website and the tools this network creates for that purpose, for a minimum of five (5) years.

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 in the amount of US\$ 3,000.00 shall be made upon delivery to the satisfaction of GS/OAS of deliverables in accordance with article 3.1 below;
 - c. The final transfer of funds in the amount of US\$3,000.00 shall be made upon delivery to the satisfaction of GS/OAS of the deliverables in accordance with article 3.2 below;

- 2.2. The Institution will contribute US\$12,102.00 comprising the co-financing amount to be contributed by the Institution. This contribution will be reported on the following link <http://cofinance.iabin.net/> as stated in Annex 4, Guidelines for Project Implementation.
- 2.3. GS/OAS contribution to the Institution for execution of the Project under this Agreement is subject and limited to GS/OAS' receipt of the Bank funding pursuant to the terms of the GEF Trust Fund Agreement with GS/OAS attached hereto as Annex I.

ARTICLE III **REPORTING REQUIREMENTS**

- 3.1 On February 28th, 2011 at the latest, 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 4 to this Agreement. The First Report will include at least: (i) 1,178 records appended that have been accumulated in the past months to the I3N database, including the results of risk analysis carried out for most species in the Brazil database; (ii) the draft version of the webpage on the Horus Institute website on risk analysis, exposing the protocol used and the methodology, as all these details cannot be recorded in the database; (iii) the information relocated at the time to the correct new fields in the open source database, including for protected areas and for herbarium records; (iv) data included from 48 email messages of contributions that are in standby and (v) A report on the reviewed contents on all terrestrial animals to be used in the publication prepared by the Brazil Ministry of Environment on terrestrial invasive species as specified under Article 1 of this Agreement and according to the Proposal submitted (Annex 3) adopting the I3N standards and accessible through the internet with the software of the data provider indicated by the I3N. 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. On April 15th, 2011 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 at least (i) 2,356 records appended that have been accumulated in the past months to the I3N database, including the results of risk analysis carried out for most species in the Brazil database; (ii) the webpage on the Horus Institute website on risk analysis, exposing the protocol used and the methodology, as all these details cannot be recorded in the database; (iii) information relocated to the correct new fields in the open source database, including protected areas and herbarium records; (iv) data included from 96 email messages of contributions that are in standby and (v) Final report on the reviewed contents on all terrestrial animals to be used in the publication prepared by the Brazil Ministry of

Environment on terrestrial invasive species as specified under Article 1 of this Agreement and according to the Proposal submitted (Annex 3) adopting the I3N standards and accessible through the internet with the software of the data provider indicated by the I3N. 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 3 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 4, 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 4 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 IABIN I3N 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. Fifteen (15) days after this Agreement comes into effect in accordance with Article 11.2, the Institution shall authorize one person to serve as the representative to request and receive payments under this Agreement. The Institution may revoke this authorization 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. 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 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: Richard Huber
Title: Principal Environmental Specialist
Address: OAS General Secretariat Building
1889 F Street, N.W.
Washington, D.C. 20006
Tel: (202) 458-3227
Fax: (202) 458-3560
E-mail: RHuber@oas.org

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

Name: Silvia Renate Ziller
Title: Dr.
Address: Servidao Cobra Coral, 111 - Campeche
Florianopolis – SC 88.063-513 Brazil
Tel: 48-3338-2856 / 9161-8994
Fax: 48-3338-2856
E-mail: sziller@institutohorus.org.br

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

Name: Silvia Renate Ziller
Title: Dr.
Address: Servidao Cobra Coral, 111 - Campeche
Florianopolis – SC 88.063-513 Brazil
Tel: 48-3338-2856 / 9161-8994
Fax: 48-3338-2856
E-mail: sziller@institutohorus.org.br

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.

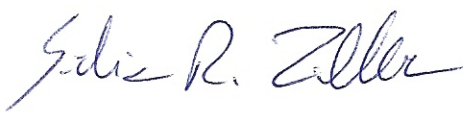

- 10.4. Either Party may replace its designated representative under this Article by providing advanced written notice to the other and shall be simultaneously communicated to the IBRD.

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 until June 15th, 2011. 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 5) in duplicate originals as of the Effective Date and at the place indicated below:

PO # 267967

FOR THE HORUS INSTITUTE FOR ENVIRONMENTAL CONSERVATION AND DEVELOPMENT:	FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:
 Silvia R. Ziller Executive Director	 Mauricio E. Cortes Costa Executive Secretary for Integral Development
Date: FEB. 3RD, 2011	Date: Jan 31, 2011
Location: Florianópolis – SC, Brazil	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)
- Annex 2 – Operating Manual (Separate PDF Document)
- Annex 3 – Project Proposal (Separate PDF Document)
- Annex 4 – Guidelines for Project Implementation
- Annex 5- Delegation of Authority of the duly authorized representatives of the Parties (Separate PDF Document)

Annex 4 –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
- Report the Parallel financing on 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 xxxxxx								Application #:	1
								Page number:	1
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 SGOEA	Pagos acumulados ya reportados	Fecha de Pago	Factura	Monto
1									
2									
3									
								TOTAL	\$0.00