

IABIN 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

FUNDAÇÃO DE APOIO À UNIVERSIDADE DE SÃO PAULO

FOR

**DIGITIZE THE BEE- PLANT RELATIONSHIPS IN THE RECORDS OF
ENTOMOLOGICAL COLLECTION PAULO NOGUEIRA NETO (CEPANN) BEE
COLLECTION AND MODIFY THE TOOL WEBBEE**

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 Fundação de Apoio à Universidade de São Paulo, (hereinafter the "Institution"), an autonomous entity with headquarters at Av. Afrânio Peixoto,14, CEP 05507-000, Sao Paulo, Brazil represented by its Executive Director, Mr. Antonio Marcos de Aguirra Massola,

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 January 27, 2006 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 Sub-Project Agreement (hereinafter “Agreement”), based on the following provisions:

ARTICLE I **PURPOSE**

- 1.1. The purpose of this Agreement is to improve the data on digitalized records of the entomological collection Paulo Nogueira Neto (CEPAN) bee collection and modify the tool WebBee to include the plant-pollinator schema (hereinafter the “Project”) and thereby to increase the availability of pollinators information through IABIN. To that end, the Institution will employ the IABIN Pollinators Thematic Network (hereinafter “PTN”) standards for data exchange, such as Darwin Core (DwC) for specimen data, DwC Pollination Interaction Extension for plant-pollinator data, ITIS for taxonomic names, and DiGIR or TAPIR for data exchange. The Institution will make freely available the information generated through the Project by means of its informatics facilities, as well as, through the PTN website, if necessary, for a minimum of five years.

ARTICLE II **CONTRIBUTIONS**

- 2.1. GS/OAS shall contribute to the Institution US\$15,000.00 (fifteen thousand 00/100 United States dollars) (the “GS/OAS Contribution”) in three tranches as follows:
 - a. The first tranche of US\$4,500.00 upon signature of this Agreement by both Parties;
 - b. The second tranche of US\$ 6,000.00 upon delivery to GS/OAS of the reports and work product described in Section 3.1 below to GS/OAS’ satisfaction; and
 - c. The final tranche of US\$4,500.00 upon delivery to GS/OAS of the reports and work product described in Section 3. 2, below, to GS/OAS’ satisfaction.
- 2.2. The Institution will make an in-kind contribution consisting of the Institution’s personnel and equipment, estimated in the amount of US\$15,000.00 (fifteen thousand 00/100 United States dollars), for the co-financing of the Project. This contribution will be reported on the parallel financing form set out in Annex 3,

Guidelines for Project Implementation, and in the reports detailed in Article III herein.

- 2.3. The GS/OAS Contribution is subject and limited to GS/OAS' receipt of the Bank's funding pursuant to the terms of the Master Agreement.

ARTICLE III **REPORTING AND WORK PRODUCT**

- 3.1. No later than six (6) months after the date of signature of the Agreement by both Parties, the Institution shall deliver to GS/OAS and to GS/OAS' satisfaction an interim technical-financial progress report of the Project ("First Report"). The Report shall include a draft version, in digital form, of one-half of the content records identified in the grant proposal conforming to PTN standards. Within thirty (30) days following its receipt of the Report, GS/OAS shall review it and notify the Institution in writing that the Report is either satisfactory or unsatisfactory. If the report is unsatisfactory, GS/OAS shall further notify the Institution in writing of what the Institution must do to make the Report satisfactory and the Institution shall have another thirty days to do so from the date it receives that notice.
- 3.2. The Institution must submit a final technical-financial report, in digital version in accordance with article 1.1, including all of the content records identified in the grant proposal conforming to PTN standards (the "Final Report"). The Final Report, including digital copy of the database, shall be received no later than twelve (12) months after the date of signature of the Agreement. Within thirty (30) days following its receipt of the Final Report, GS/OAS shall review it and notify the Institution in writing that it is either satisfactory or unsatisfactory. If the Report is unsatisfactory, GS/OAS shall further notify the Institution in writing of what the Institution must do to make the Report satisfactory and the Institution shall have another thirty days to do so from the date it receives that notice.
- 3.3. The institution must submit a copy of the final source code, data base design and technical manual of the changes made to the tool Webbee to accommodate the plant-pollinator schema.

ARTICLE IV **OPERATIONAL 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 Annex 3, Guidelines for Project Implementation, during the effective period of this Agreement;
 - c. Timely produce and deliver to GS/OAS the reports and work product specified in Article III in accordance with the highest professional standards;

- d. Cooperate fully with the representatives that GS/OAS or the Bank designates in writing, including representatives of the PTN 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 Project 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 provide, in a timely fashion, GS/OAS with 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 Contribution under this Agreement in an interest-bearing account. The Contribution and the interest accrued on this account must be used for financing only the Project activities as set out in Annex

2. Otherwise, the Contribution and 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. The Institution shall defend, indemnify, and hold harmless OAS, GS/OAS and its personnel and agents from and against any claims, damages, losses and expenses, including, but not limited, to reasonable attorneys' fees and court costs arising out of or resulting from performance of the Project that are brought by third parties against them in relation to or resulting from operations carried out by the Institution or the Institution's partners, officers, employees, contractors, or agents, except those claims or liabilities resulting from GS/OAS' gross negligence or intentional wrongful acts. .
- 6.2. At the request of GS/OAS, the Institution shall obtain insurance policies which reasonably cover 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. Upon termination of this Agreement or within sixty (60) days after giving notice to GS/OAS that it is unable to continue with the execution of this Agreement, the Institution, at no cost to GS/OAS, shall deliver to GS/OAS 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 certified good and workable condition.

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 PTN, and shall include the IABIN and OAS logos. Major publications may also 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 gratuitous license 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/english/governance/ipr.shtml>. The institution will allow free use of the software developed ("source code and software") to IABIN so this can be used by the IABIN Pollinators Thematic Network for IABIN purposes.

ARTICLE IX **DISPUTE RESOLUTION**

- 9.1. Any dispute that may arise between the Parties in connection with the execution or interpretation of this Agreement and which cannot be settled amicably by the Parties shall be settled, at the request of either Party, by binding arbitration pursuant to the arbitration rules, 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 Washington, D.C.; however, the arbitrator(s) may resolve the matter as *amiable compositeur* or *ex aequo et bono*. The language of the arbitration shall be English, unless the Parties mutually agree on another language.
- 9.2. Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the Parties and their personnel.

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:	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

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

Name: Antonio Marcos de Aguirra Massola
Title: Executive Director
Address: Av. Afranio Peixoto, 14
05507-000 – Sao Paulo – SP
Brazil
Tel: +55 11 3035-0551 and 3035-0552
Fax: +55 11 3035-0540 and 3035-0580
E-mail: massol@fusp.org.br and fusp@fusp.org.br

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

Name: Vera Lucia Imperatriz Fonseca
Title: Professor
Address: Instituto de Biociencias
Rua do Matao, Trav. 14, 321
05508-900 – Sao Paulo – SP
Brazil
Tel: +55 11 3091-7533
Fax: +55 11 3091-7533
E-mail: vlifonse@ib.usp.br

- 10.3. Communications and notices contemplated and required under this Agreement shall be valid only if they are sent by mail, facsimile, or E-mail and are addressed to the designated representatives at the corresponding address set out in Articles 11.1 and 11.2 of this Agreement. Communications and notices sent by E-mail shall be valid only if they are made directly from the electronic address of the designated representative of the sending Party and received at the electronic address of the designated representative of the other.
- 10.4. Either Party may replace its designated representatives under this Article by providing advanced written notice to the other party and the GS/OAS shall communicated to the Bank.

ARTICLE XI **TERM, MODIFICATION, TERMINATION, AND ANNEXES**

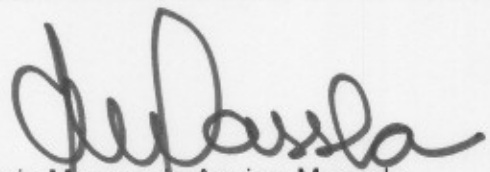
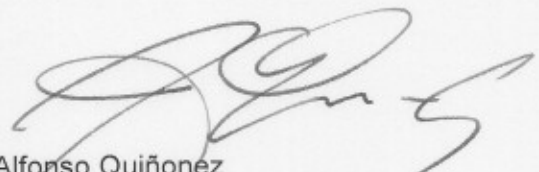
- 11.1. This Agreement shall enter into force for twelve (12) months after the duly authorized representatives of the Parties have signed.
- 11.2. This Agreement may be modified by written amendment or an exchange of letters signed by the duly authorized representatives of both Parties, dated, and attached hereto.
- 11.2. GS/OAS may terminate this Agreement for cause, by giving notice in writing to the Institution at least five (5) days in advance of the termination date. Cause includes, but is not limited to: 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.

- 11.3. Either Party may terminate this Agreement because of unforeseen circumstances by giving written notice to the other thirty days in advance of the requested termination date. Unforeseen circumstances include, but are not limited to, acts of God or cases of *force majeure*.
- 11.4. In case of termination, the Institution may not contract any further obligations under this Agreement after the date of receipt of the termination notice. Moreover, the Institution must submit to SG/OEA a final report (narrative and financial) within a period no later than thirty days after receipt of the notification of termination, and it must comply with Section 6.5 above.
- 11.5. Within five days following 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 in good faith pursuant to the objectives of this Agreement prior to the receipt of the termination notice. The reimbursement shall be made by way of remittance in United States dollars payable to the order of GS/OAS.
- 11.5. Annexes 1, 2, 3, and 4 to this Agreement are attached hereto, and are hereby incorporated by reference into this Agreement.
- 11.6. Any reference to days in this Agreement refers to calendar days, not workdays.

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

Vera Lucia Imperatriz Fonseca
OFF

<p>FOR THE FUNDAÇÃO DE APOIO À UNIVERSIDADE DE SÃO PAULO:</p>	<p>FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:</p>
 <p>Antonio Marcos de Aguirra Massola Executive Director</p>	 <p>Alfonso Quiñonez Executive Secretary for Integral Development</p>
<p>Date: <i>July 31, 2008</i> Location: Sao Paulo, Brazil</p>	<p>Date: <i>2 July 2008</i> Location: Washington D.C.</p>

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 January 27, 2006 and February 10, 2006 Separate PDF Document
- Annex 2 – Proposal (Separate Word Document)
- Annex 3 – Guidelines for Project Implementation
- Annex 4 – Delegation of authority of the duly authorized representatives of the Parties

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 EI;
- Goods necessary to carry out the project;
- Operating costs (means, incremental EI staff salaries, project administration costs, operation and maintenance of office equipment, and non-durable goods);
- Training (means incremental travel costs. The EI is encouraged to utilize EI co-financing funds to finance EI 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;
- Expected outputs and outcomes;
- Methodology employed and activities carried out;
- Results (in relation to objectives and expected outputs);
- Lessons learned, problems and possible solutions; and
- Parallel financing.

The following template can be used to report parallel financing:

Parallel Financing Reporting Form		
INFORMATION OF FINANCIER (SOURCE)		
<input type="checkbox"/>	Academic <input type="checkbox"/> NGO <input type="checkbox"/> Government <input type="checkbox"/> Multilateral Agencies <input type="checkbox"/> Other <input type="checkbox"/>	
INSTITUTION / ORGANIZATION NAME		
DEPARTMENT/OFFICE/OTHER		
AUTHORIZED PERSON NAME		
EMAIL		
COUNTRY		
DATE		
Data Content Creation		
Provide technical leadership to IABIN participating countries, as they develop data for access within the IABIN network to improve the availability of critical biodiversity data and metadata		
Units	Cost per semester Dollars (US\$)	Description
Technical Personnel		
Administrative Personnel		
Equipment and supplies		
Physical Infrastructure		
Documents		
Number of professionals in Seminars		
Others (please detail)		
Sub-Total	\$0	

(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