

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 NATURE CONSERVANCY

FOR

**THE DEVELOPMENT OF AN INTERNET-BASED GIS ECOSYSTEM ASSESSMENT
AND REPORTING TOOL FOR CONSERVATION DECISION-MAKING⁴**

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 Nature Conservancy (hereinafter the "Institution"), a non-governmental organization with headquarter in 4245 North Fairfax Drive, Suite 100 Arlington, VA 22203, through its Field Office in Costa Rica for the Mesoamerica & Caribbean Region, San José, Costa Rica represented by Zdenka Piskulich, Costa Rica Program 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 IABIN" project, 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 the objectives of the Master Agreement are: (a) to develop IABIN; and (b) to provide the necessary instruments to draw knowledge from the information contained in the network mentioned to support sound decision-making concerning the conservation and sustainable use of biodiversity.

That Part C of the Description of the Project in the Master Agreement includes the following activities: (i) design of value-added applications that will demonstrate to decision makers in Participating Countries how the data and information to be maintained in, and provided by, IABIN could be effectively used in the decision-making process (ii) identification of socio-economic data relevant to biodiversity and development of tools to permit IABIN users to access said information through IABIN in an integrated manner (iii) identification of information products at the regional level which would allow IABIN users to visualize and analyze data and information in an interactive and non-interactive approach (iv) design of models which will permit IABIN users to utilize data and develop scenarios for decision makers based on said models.

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 or (EI)" under the terms of that Agreement.

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 establish the regulatory framework for the development of an Internet-based GIS Ecosystem Assessment and Reporting Tool for conservation decision-making (hereinafter the "Project") to provide a "manager's dashboard" approach for querying current spatial information on habitat condition, socio-economic threat, and protected area status for the Mesoamerica and Caribbean region (GIS Data).
- 1.2. Thereby the Project will integrate IABIN's Ecosystem (ETN) and Protected Area Thematic Network (PATN) and permit decision-makers to cross-query ecosystems/species with protected area information, then report back spatial and tabular format user-defined categories on the condition and vulnerability of selected ecosystems/species. To that end, this information can then be used by conservation decision-makers to develop strategies and effectively allocate resources and activities to the most appropriate places. The Institution will make freely available the information generated through the Project by means of its

informatics facilities, as well as, through the ETN and PATN website, if necessary, for not less than five years.

ARTICLE II **CONTRIBUTIONS**

- 2.1. GS/OAS shall contribute to the Institution US\$75,000 (seventy five thousand 00/100 United States dollars) (the "GS/OAS Contribution") in four payments as follows:
- a. The first payment of US\$20,000.00 upon delivery to GS/OAS satisfaction of (i) the reports and work product described in Section 3.1 below and (ii) a Procurement Plan for the project as per Annex 3, Guidelines for Project Implementation and Procurement Methods and Annex 7, Procurement Plan; and
 - b. The second payment of US\$ 20,000.00 upon delivery to GS/OAS of the reports and work product described in Section 3.2 below to GS/OAS satisfaction; and
 - c. The third payment of US\$ 20,000.00 upon delivery to GS/OAS of the reports and work product described in Section 3.3 below to GS/OAS' satisfaction; and
 - d. The final payment of US\$15,000.00 upon delivery to GS/OAS of the reports and work product described in Section 3. 4 below to GS/OAS' satisfaction.
- 2.2. The Institution will make a matching contribution consisting of the Institution's personnel (salaries and benefits), contractual, travel, equipment, software communications costs, indirect (23.3% TNC audited & U.S. federal NICRA indirect rate), and third party donations, estimated in the amount of US\$150,000.00 (one hundred fifty thousand 00/100 United States dollars), for the co-financing of the Project. This contribution will be reported in the following link <http://cofinance.iabin.net/> according to Annex 6, Guidelines for Project Reporting. Pre-award match expenses incurred beginning July 1, 2007 will be permitted.
- 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
- 2.4. The items to be financed out of the contribution of the OAS/GS are goods, consultants' services, training, non-consultant services and/or operating costs of the Institution, as defined in the Master Agreement (Annex 1).

ARTICLE III **REPORTING AND WORK PRODUCT**

- 3.1. No later than May 8, 2009, the Institution shall deliver to GS/OAS and to GS/OAS' satisfaction an interim technical-financial progress report of the Project

("First Report") in conformity with Annex 6 of this Agreement. The Report shall include the progress made on the products planned in the proposal as these are defined in Annex 2. 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. No later than June 19, 2009 the Institution shall deliver to GS/OAS and to GS/OAS' satisfaction an interim technical-financial progress of the Project ("Second Report") in conformity with Annex 6 of this Agreement. The Report shall include the progress made on the products planned in the proposal as these are defined in Annex 2. 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.
- 3.3. No later than September 18, 2009 the Institution shall deliver to GS/OAS and to GS/OAS' satisfaction an interim technical-financial progress report for the period ending ten (10) months of the Project ("Third Report") in conformity with Annex 6 of this Agreement. The Report shall include the progress made on the products planned in the proposal as these are defined in Annex 2. 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.
- 3.4. The Institution must submit a final technical-financial report, in digital version in accordance with article 1.1 (the "Final Report") in conformity with Annex 6 of this Agreement. The Final Technical Report, including a Tool with User Manual shall be received no later than December 18, 2009 and the Final Financial Report shall be received no later than December 18, 2009. 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.
- 3.5. The institution must submit a copy of the final source code, tool design and technical manual of the changes made to the tool.

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. Implement this Agreement in accordance with the requirements of the IABIN Operational Manual attached hereto as Annex 4;
- c. Procure goods and services required for Project execution in accordance with Annex 3, Guidelines for Project Implementation and Procurement Methods, during the effective period of this Agreement;
- d. Timely produce and deliver to GS/OAS the reports and work product specified in Article III in accordance with Annex 6, Guidelines for Project Reporting and the highest professional standards;
- e. 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;
- f. 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;
- g. 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 (5) five years after the Project is completed;
- h. Reimburse any funds contributed by GS/OAS under this Agreement that are unused not later than sixty (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
- i. 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 (3) 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 related to the Project and to the relevant technical and financial documents. GS/OAS shall be responsible for the cost of any audit of Project funds.

- j. Suspend in whole or in part the portion of the GEF Trust Fund Grant allocated to finance a given IABIN Subproject in case the Institution has failed to comply with any of its obligations under the corresponding IABIN Subproject Agreement and/or terminate the IABIN Subproject Agreement (as the case may be).

ARTICLE V **FINANCIAL MANAGEMENT**

- 5.1. The Institution shall designate one person to serve as the representative to (i) request and receive payments and (ii) register the co-financing under this Agreement as stated in Article 10.2.iii. 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 and/or the Bank, GS/OAS and/or the Bank 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 the Bank and/or GS/OAS' gross negligence or intentional wrongful acts. The Institution's responsibility shall not exceed the total monetary value 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 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 using GS/OAS funds in certified good and workable condition.
- 6.5 The Institution shall provide the information and documentation set forth in Article I of this Agreement, in an accurate and complete manner. GS/OAS, however, acknowledges that such information and documentation, and in particular the GIS Data is subject to constant change and that its accuracy, including but not limited to, its accuracy as to labeling, dimensions, boundaries, placement or location of any map features therein, cannot be guaranteed by the Institution. Thus, all GIS Data is provided as is, with potential faults, errors and without warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Additionally, the Institution and GS/OAS do not warrant that the information contained in the GIS Data will meet the user's requirements or that the operation of the GIS Data will be uninterrupted or error free, or that data defects will be corrected. The entire risk as to the quality, performance and usefulness of the GIS Data rests with the user.
- 6.6 GS/OAS, in using the GIS Data, hereby releases the Institution, its agents, consultants, contractors or employees from any and all claims, actions, or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing any programs or data stored in or used with the GIS Data, damage to property, damages for personal injury or for any lost profits, lost savings, or other special, incidental or consequential damages arising out of the use of or inability to use the GIS Data, even if such parties have been advised of the possibility of such damage. GS/OAS agrees to indemnify and hold harmless the Institution, its agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of the GIS Data.
- 6.7 When such GIS Data is used the following disclaimer and waiver of liability shall be included and displayed prominently so as to alert any person viewing or utilizing this information:

NOTICE: It is understood that, while The Nature Conservancy and its partners of information have no indication or reason to believe that there are inaccuracies or defects in information incorporated in the base map, The Nature Conservancy and its data partners make NO REPRESENTATIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION OR DATA, FURNISHED HEREIN.

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, OAS and Bank 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 all data materials, and documents produced partially or in whole under this Agreement 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 and a maximum of ten 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: Alfonso Quiñónez
Position: Secretario Ejecutivo para el Desarrollo Integral
Address: Edificio de la Secretaría General de la OEA
1889 F Street, N.W.
Washington, D.C. 20006
Tel: (202) 458-3510
Fax: (202) 458-3560
Email: AQuinonez@oas.org

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

Name: Zdenka Piskulich
Title: Costa Rica Program Director
Address: De Pops Sabana Sur 1Km
Oeste ultima casa a la derecha antes del
puente
San Jose, Costa Rica
Tel: 506-2520-8000
Fax: 506-2520-8001
E-mail: zpiskulich@tnc.org

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

Name: Steve Schill
Title: Senior Scientist
Address: 151 So 1100 Ea Orem, UT 85097 USA
Tel: (435) 881-7838
Fax:
E-mail: sschill@tnc.org

(iii.) The representative of the Institution designated to invoice and prepare financial reports under this Agreement is:

Name: Liz Crowder
Title: Sr. Grants Specialist, Mesoamerica /
Caribbean Region
Address: 6114 Fayetteville Rd., Ste. 109, Durham,
NC 27713, USA
Tel: 919.484.7857, extension 119

Fax: 919/484.7357
E-mail: lcrowder@tnc.org

- 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 10.1 and 10.2 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—GS/OAS shall in turn communicate it to the Bank.

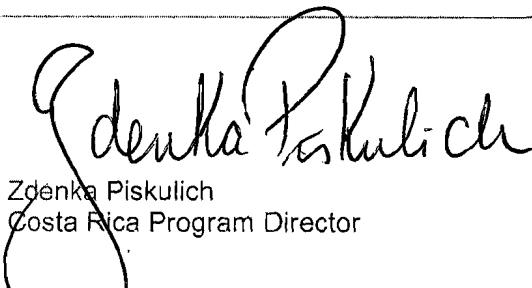
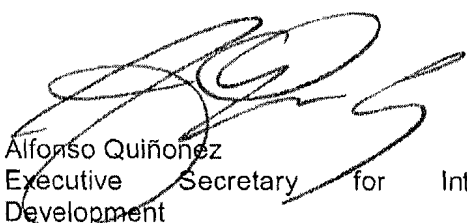
ARTICLE XI
TERM, MODIFICATION, TERMINATION, AND ANNEXES

- 11.1. The Master Agreement TF053526 (Annex 1) shall be the programmatic and juridical framework for this Agreement and therefore shall be binding upon the Parties. In case of any conflict between the terms of TF053526 and those of this Agreement, the terms of TF053526 shall prevail. The definitions of terms not contained herein shall be those contained in TF053526.
- 11.2. This Agreement shall enter into force April 14, 2009 ending December 31, 2009.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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*.
- 11.6. 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.

- 11.7. 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.
- 11.8. In the event of termination, the Institution shall reserve the right to withdraw access to the database and materials not generated directly as a result of GS/OAS funding.
- 11.9. Annexes 1, 2, 3, 4, 5, 6 and 7 to this Agreement are attached hereto, and are hereby incorporated by reference into this Agreement.
- 11.10. 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:

FOR THE NATURE CONSERVANCY:	FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:
 Zdenka Piskulich Costa Rica Program Director	 Alfonso Quiñonez Executive Secretary for Integral Development
Date: 17 - April 2009	Date: 13-APR-09
Location: San Jose, Costa Rica	Location: Washington D.C.

VP

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 amendments dated January 27, 2006, February 10, 2006 and December 19 2008 (Separate PDF Document)
- Annex 2 – Project_Proposal (Separate Word Document)
- Annex 3 – Guidelines for Project Implementation and Procurement Methods
- Annex 4 - Operational Manual (Separate PDF Document)
- Annex 5 – Delegation of authority of the duly authorized representatives of the Parties
- Annex 6 - Guidelines for Project Reporting
- Annex 7- Procurement Plan

Annex 3 –Guidelines for Project Implementation and Procurement Methods

Section I. General

A. All goods and services (other than consultants' services) shall be procured in accordance with the provisions of Section I (except paragraph 1.16 thereof) of the "Guidelines: Procurement under IBRD Loans and IDA Credits" dated May 2004 (the Procurement Guidelines) which can be downloaded at: <http://web.worldbank.org/WBSITE/EXTERNAL/PROJECTS/PROCUREMENT/0,,contentMDK:20060840~pagePK:84269~piPK:60001558~theSitePK:84266,00.html>, and with the provisions of this Attachment.

B. All consultants' services shall be procured in accordance with Sections I (except paragraph 1.24 thereof) and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" dated May 2004 (the Consultant Guidelines) which can be downloaded at <http://web.worldbank.org/WBSITE/EXTERNAL/PROJECTS/PROCUREMENT/0,,contentMDK:20060656~pagePK:84269~piPK:60001558~theSitePK:84266,00.html>, and with the provisions of this Attachment.

C. The capitalized terms used below in this Attachment to describe particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

Section II. Particular Methods of Procurement of Goods and Services (other than Consultants' Services)

A. International Competitive Bidding

Except as otherwise provided in Part B of this Section, goods and non-consultant technical services shall be procured under contracts awarded in accordance with the provisions of Section II of the Procurement Guidelines.

B. Other Procurement Procedures

1. Shopping

(a) Goods estimated to cost less than \$150,000 equivalent per contract may be procured under contracts awarded on the basis of international or national shopping procedures, at the Recipient's option, in accordance with the provisions of paragraphs 3.5 of the Procurement Guidelines.

(b) Non-consultant technical services estimated to cost less than \$150,000 equivalent per contract may be procured under contracts awarded on the basis of international or national shopping procedures, at the Recipient's option, in accordance with the provisions of paragraphs 3.5 the Procurement Guidelines.

2. Direct Contracting. Goods and non-consultant services which the bank agrees meet the requirements for Direct Contracting may be procured in accordance with the provisions of paragraph 3.6 of the procurement Guidelines.

Section III. Particular Methods of Procurement of Consultants' Services

A. Quality- and Cost-based Selection

Except as otherwise provided in Part B of this Section, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection in accordance with the provisions of Section II of the Consultant Guidelines.

B. Other Procedures for the Selection of Consultants

1. Selection Under a Fixed Budget. Services for assignments which the Bank agrees meet the requirements of paragraph 3.5 of the Consultant Guidelines may be procured under contracts awarded on the basis of a fixed Budget in accordance with the provisions of paragraphs 3.1 and 3.5 of the Consultant Guidelines.

2. Least-cost Selection. Services for assignments which the Bank agrees meet the requirements of paragraph 3.6 of the Consultant Guidelines may be procured under contracts awarded on the basis of least-cost Selection in accordance with the provisions of paragraphs 3.1 and 3.6 of the Consultant Guidelines.

3. Selection Based on Consultants' Qualifications. Consultants' services under the Project estimated to cost less than \$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.7 and 3.8 of the Consultant Guidelines.

4. Single Source Selection. Services for tasks in circumstances which meet the requirements of paragraph 3.10 of the Consultant Guidelines for Single Source Selection, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraph 3.9 through 3.13 of the Consultant Guidelines.

5. Individual Consultants. Consultants' services of individual consultants for the Project that meet the requirements set forth in paragraph 5.1 of the Consultant Guidelines shall be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.2 through 5.3 of the Consultant Guidelines, or may be selected on a Sole Source basis in accordance with the provisions of paragraph 5.4 of the Consultant Guidelines, subject to prior approval of the Bank.

Section IV. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post review by the Bank.

Annex 6 – Guidelines for Project Reporting

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
- Sum of co-financing contribution registered at <http://cofinance.iabin.net>

(b) A financial report which shall contain as a minimum a summary statement of expenditures by budget category. The following template can be used or the Institution may submit a budget category line item report (salaries, benefits, contractual, equipment, supplies, travel, others)

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

UP

Annex 7 – Procurement Plan

Pkg. #	Component/Desc. of Services/Goods	Estimated Cost (US\$)	Procurement Method	Starting Date of Proc. Process	Expected Date of Award	Indicative Completion/ Delivery Date (1)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

(1) End of contract may not exceed the Closing Date.