

GEF TRUST FUND GRANT NUMBER TF-053526

Global Environment Facility Trust Fund Grant Agreement

(Building the Inter-American Biodiversity Information Network Project)

between

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

acting as an Implementing Agency of the Global Environment Facility

Dated

, 2004

GEF TRUST FUND GRANT NUMBER TF-053526

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT, dated _____, 2004, between the GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (the Recipient) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to a fund (the GEF Trust Fund) by certain members of the Bank as participants of the GEF.

WHEREAS (A) the Bank, pursuant to Resolution No. 91-5 of March 14, 1991 of the Executive Directors of the Bank, established the GEF to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

(B) following the restructuring of the GEF, such arrangements continued in place on the basis set forth in Resolution No. 94-2 of May 24, 1994, of the Executive Directors of the Bank which, *inter alia*, established the GEF Trust Fund and appointed the Bank as trustee of the GEF Trust Fund (Resolution No. 94-2);

(C) the second replenishment of the GEF Trust Fund was approved on the basis set forth in Resolution No. 98-2 of July 14, 1998, of the Executive Directors of the Bank (Resolution No. 98-2);

(D) the Recipient is a duly established international organization and represents that it has the necessary legal capacity and powers to enter into this Agreement and perform its obligations herein set forth;

(E) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested assistance from the resources of the GEF Trust Fund for funding the Project, and said request having been approved in accordance with the provisions of the Instrument for the Establishment of the Restructured Global Environment Facility approved under Resolution 94-2, and to be funded from contributions to the GEF Trust Fund under Resolution No. 98-2, which may include funds carried over from the first replenishment of the GEF Trust Fund under Resolution No. 94-2;

(F) the United States of America, through its Geological Survey (established within its Department of Interior), has manifested its intent to provide an in-kind contribution equal to six million three hundred fifty thousand Dollars (\$6,350,000) (the US Co-financing) to finance in part the Project;

(G) the Participating Countries (as defined below), as ultimate beneficiaries of the Project, have agreed to collaborate in the execution of the Project; and

WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the grant set forth in Section 2.01 of this Agreement (the GEF Trust Fund Grant) to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01 (a) The following provisions of the General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans of the Bank, dated May 30, 1995 (as amended through October 6, 1999), with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
- (ii) Sections 2.01 (1), (2), (3), (4), (5), (7), (8), (14), (15), (16), (18) and (21), 2.02 and 2.03;
- (iii) Section 3.01;
- (iv) the first part of Section 4.01 (until the semicolon); Section 4.06;
- (v) Sections 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08 and 5.09;
- (vi) Sections 6.01, 6.02 (c), (e), (f), (g), (h), (i), (l), (m), (n), (o) and (p), 6.03, 6.04 and 6.06;
- (vii) Section 8.01 (b);
- (viii) Sections 9.01 (a), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
- (ix) the second sentence of Section 10.01, and 10.03;

- (x) Article XI; and
 - (xi) Sections 12.01, 12.02, 12.03 and 12.04.
- (b) The General Conditions shall be modified as follows:
- (i) the term “Bank”, wherever used in the General Conditions, other than in Sections 5.01 (a) and 6.02 (f) thereof, means the Bank acting as an implementing agency of the GEF;
 - (ii) the term “Borrower”, wherever used in the General Conditions, means the Recipient, except in Sections 6.02 (f) and 8.01 (b), where the term “Borrower” shall mean a Participating Country;
 - (iii) the term “Loan Agreement”, wherever used in the General Conditions, means this Agreement;
 - (iv) the term “Loan”, wherever used in the General Conditions, means the GEF Trust Fund Grant;
 - (v) the term “Loan Account”, wherever used in the General Conditions, means the GEF Trust Fund Grant Account, the account opened by the Bank on its books in the name of the Recipient to which the amount of the GEF Trust Fund Grant is credited;
 - (vi) the phrase “in the territory of, the Borrower or the Guarantor” shall be replaced by the phrase “in the territory of, a Participating Country” in Section 5.08. For purposes of this subparagraph, the term “Participating Country” shall have the same meaning as in Section 1.02 (k) of this Agreement;
 - (vii) the words “and/or the Association, as the case may be,” shall be added after the term “Bank” in Section 6.02 (f) (i); and
 - (viii) a new paragraph (q) is added to Section 6.02 of the General Conditions, as follows: “(q) An extraordinary situation shall have arisen in which any further disbursement under the GEF Trust Fund Grant would exceed the resources available for disbursement from the Global Environment Facility.”

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth; and the following additional terms have the following meanings:

(a) “Coordinating Institution” means an entity vested with legal personality which will assist the Recipient in the carrying out of Part A.2 of Project;

(b) “Eligible Institution” means an entity vested with legal personality which has been selected by the Recipient to carry out a IABIN Subproject (as defined below);

(c) “FMR” means each financial monitoring report prepared in accordance with Section 4.02 of this Agreement;

(d) “IABIN” means the Inter-American Biodiversity Information Network, an internet-based, decentralized network to provide access to scientifically credible biodiversity information available in selected institutions in North America, Central America, South America and the Caribbean, the creation of which was agreed by the heads of States present at the Recipient’s Summit of the Americas on Sustainable Development held in Santa Cruz de la Sierra, Bolivia in December 1996;

(e) “IABIN Executive Committee” means the committee established by the IABIN Council (which council is comprised of a representative of the Recipient, a representative of each officially designated national focal point whose government is a member of the Recipient and a representative of each approved institution which meets the selection criteria to be part of said council) in December 1999;

(f) “IABIN Secretariat” means the secretariat referred to in Section 3.06 (a) (i) of this Agreement;

(g) “IABIN Subproject” means any of the investments under Part B (2) of the Project;

(h) “IABIN Subproject Agreement” means any of the agreements referred to in Section 3.05 (a) of this Agreement;

(i) “Operating Account” means the account referred to in Section 2.02 (b) of this Agreement; and

(j) “Operational Manual” means the manual referred to in Section 3.04 (a) of this Agreement;

(k) "Participating Countries" means any of the countries listed in Schedule 5 to this Agreement which have manifested, in writing, their intention to participate in the Project and are eligible to receive GEF funding under the Project through the GEF Trust Fund, as well as any other country (acceptable to the Bank) which shall manifest, in writing, its intention to participate in the Project and is also eligible to receive said GEF funding.

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Bank agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount equal to six million Dollars (\$6,000,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for carrying out the Project and to be financed out of the proceeds of the GEF Trust Fund Grant.

(b) The Recipient may, for the purposes of the Project, maintain in Dollars an operating account in a commercial bank on terms and conditions satisfactory to the Bank, including appropriate protection against set off, seizure or attachment. Deposits into, and payments out of, the Operating Account shall be made in accordance with the provisions of Schedule 4 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2010 or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Project

Section 3.01. The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall:

(a) carry out Parts A, B (1), C and D of the Project with the assistance of the IABIN Executive Committee, the Participating Countries and the designated Coordinating Institutions (as the case may be), all with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement

practices and with due regard to biodiversity, ecological and environmental factors, and shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for said Parts of the Project; and

(b) cause the Eligible Institutions (pursuant to the terms of the pertinent IABIN Subproject Agreement) to carry out their corresponding IABIN Subprojects with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement practices, and with due regard to biodiversity, ecological and environmental factors, shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable said Eligible Institutions to carry out their pertinent IABIN Subproject, and shall not take or permit to be taken any action which would prevent or interfere with the carrying out of any IABIN Subproject.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods, non-consultant technical services and consultants' services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Recipient shall:

(a) prepare, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Bank, a plan designed to ensure the sustainability of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Recipient on said plan.

Section 3.04. (a) Without limitation to the provisions of Section 3.01 of this Agreement, the Recipient shall: (i) carry out Parts A, B (1), C and D of the Project; and (ii) cause each Eligible Institution to carry out its corresponding IABIN Subproject, all in accordance with a manual (the Operational Manual), satisfactory to the Bank, which shall contain, *inter alia*, the criteria for selecting and approving IABIN Subprojects, the criteria for selecting Eligible Institutions, the Recipient's operating procedures, internal controls and accounting and reporting functions, the Project financial management, disbursement and procurement procedures, the IABIN Secretariat's organizational structure, functions and responsibilities and the indicators to be used in the monitoring and evaluation of the Project.

(b) In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

Section 3.05. (a) Upon approval of a IABIN Subproject, the Recipient shall transfer, on a grant basis, a portion of the GEF Trust Fund Grant proceeds allocated to Category (4) (set forth in the table in paragraph 1 of Schedule 1 to this Agreement) to the pertinent Eligible Institution pursuant to an agreement (the IABIN Subproject Agreement) to be entered into between the Recipient and said Eligible Institution on terms and conditions acceptable to the Bank, including, *inter alia*:

- (i) the obligation of the Eligible Institution:
 - (A) to procure the goods and/or consultants' services (as the case may be) in accordance with the provisions set forth in Schedule 3 to this Agreement;
 - (B) to carry out the IABIN Subproject in accordance with the pertinent provisions of the Operational Manual;
 - (C) to maintain adequate records and accounts, and make available such documentation to the Recipient, and any other information that the Recipient may request in order to comply with its obligations under Article IV of this Agreement;
 - (D) to provide the counterpart funding for those inputs not financed with the GEF Trust Fund Grant proceeds necessary to carry out said IABIN Subproject; and
 - (E) to permit the staff of the Recipient and the Bank to supervise the pertinent IABIN Subproject; and
- (ii) without limitation to the provisions of paragraph (b) (ii) of this Section, the obligation of the Recipient to suspend in whole or in part the portion of the GEF Trust Fund Grant allocated to finance a given IABIN Subproject in case the Eligible 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).

- (b) (i) The Recipient shall exercise its rights and carry out its obligations under each IABIN Subproject Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the GEF Trust Fund Grant; and
- (ii) except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any IABIN Subproject Agreement or any provision thereof.

Section 3.06. For purposes of Project monitoring and supervision, the Recipient shall ensure:

(a) that a secretariat (the IABIN Secretariat) is established, and thereafter is operated and maintained, at least during Project implementation, with a structure, functions and responsibilities acceptable to the Bank (as set forth in the Operational Manual); and

(b) that the IABIN Secretariat is, at all times during Project implementation, headed by a Director, and assisted by other adequate professional and administrative staff, all with qualifications and experience acceptable to the Bank.

Section 3.07. Without limitation to the provisions of Section 3.01 of this Agreement, the Recipient shall:

(a) not later than November 30 of each year of Project implementation, starting in the year 2004, prepare and furnish to the Bank an annual work program, acceptable to the Bank, containing the Project activities to be carried out during the calendar year following the date of presentation of said program to the Bank, and a timetable for the completion of said Project activities during the year in question;

(b) thereafter carry out or cause to be carried out said program in accordance with its terms, and in a manner acceptable to the Bank, and

(c) carry out or cause to be carried out the annual work program for the year 2004 as approved by the Bank prior to the date of this Agreement.

Section 3.08. The Recipient shall:

(a) maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators set forth in the Operational Manual, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare with the assistance of the IABIN Secretariat and the Coordinating Institutions, under terms of reference satisfactory to the Bank, and furnish to the Bank: (i) not later than 45 days after the end of the first calendar semester after the Effective Date a report integrating the results of the monitoring and evaluation of the Project activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the six-month period preceding the date of presentation of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the following six-month period; and (ii) not later than 45 days after each subsequent calendar semester, a report, which report shall contain the same type of information requested under the report mentioned in said subparagraph; and

(c) not later than thirty calendar days after the date of presentation of each report mentioned in paragraph (b) above or such later date as the Bank shall request, review with the Bank and the Coordinating Institutions the pertinent report referred to in paragraph (b) of this Section, and, thereafter, take, and/or cause to be taken, all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of said reports and the Bank's views on the matter.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall maintain a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect its operations and financial condition and to register separately the operations, resources and expenditures related to the Project.

(b) Upon the Bank's request, the Recipient shall:

(i) have its financial statements (balance sheets, statements of income and expenses and related statements), audited, for the period indicated in the Bank's request, in accordance with auditing standards acceptable to the Bank, by independent auditors acceptable to the Bank;

- (ii) furnish to the Bank as soon as available, but in any case not later than six months after the date of the Bank's request for such audit: (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such period as so audited; and (B) an opinion on such statements, by said auditors, in scope and detail satisfactory to the Bank; and
- (iii) furnish to the Bank such other information concerning such records and accounts, and the audit of such financial statements, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Account were made on the basis of statements of expenditure, the Borrower shall:

- (i) retain, until at least one year after the end of the fiscal year in which the last withdrawal from the GEF Trust Fund Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (ii) enable the Bank's representatives to examine such records; and
- (iii) ensure that such statements of expenditure are included in any audit that the Bank may have requested pursuant to paragraph (b) of this Section.

Section 4.02. (a) Without limitation upon the Recipient's progress reporting obligations set forth in Section 3.08 of this Agreement, the Recipient shall prepare and furnish to the Bank a financial monitoring report, in form and substance satisfactory to the Bank, which:

- (i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the GEF Trust Fund Grant, and explains variances between the actual and planned uses of such funds;
- (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and

- (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first FMR shall be furnished to the Bank not later than 45 days after the end of the first calendar semester after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar semester; thereafter, each FMR shall be furnished to the Bank not later than 45 days after each subsequent calendar semester, and shall cover such calendar semester.

ARTICLE V

Remedies of the Bank

Section 5.01. Pursuant to Section 6.02 (p) of the General Conditions, the following additional events are specified:

(a) Any Participating Country shall have failed to provide, promptly as needed, the funds, facilities, services and other resources required for the carrying out of Project activities within its territory.

(b) Any Coordinating Institution shall have failed to provide, promptly as needed, the funds, facilities, services and other resources required for the carrying out of any activity under Part A.2 of the Project, provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that the relevant Coordinating Institution has been promptly replaced by another Coordinating Institution in a manner acceptable to the Bank.

(c) The United States of America, through its Geological Survey, shall have failed to provide the US Co-financing, provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with the obligations of the Recipient under this Agreement.

(d) Any Participating Country, or any other authority having jurisdiction, shall have taken any action, including the enactment or issuance of legislation or regulations, which, in the opinion of the Bank, may adversely affect the carrying out of the Project.

(e) Any Participating Country shall have failed to afford a reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Project.

ARTICLE VI

Arbitration

Section 6.01. Any dispute arising out of or relating to this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. The place of arbitration shall be Washington, D.C. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

ARTICLE VII

Effectiveness; Termination

Section 7.01. The following events are specified as additional conditions of this Agreement within the meaning of Section 12.01 (c) of the General Conditions:

- (a) the Operational Manual has been approved by the Recipient; and
- (b) the IABIN Secretariat has been established as provided in Section 3.06 of this Agreement.

Section 7.02. The date October 13, 2004, is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 7.03. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled their obligations hereunder.

ARTICLE VIII

Representative of the Recipient; Addresses

Section 8.01. The Secretary General (*Secretario General*) of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

General Secretariat of the Organization of American States
Unit of Sustainable Development and Environment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America

Cable address:	Telex:	Facsimile:
OAS	64128	202-458-3560

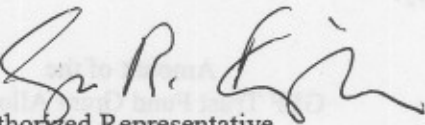
For the Bank:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

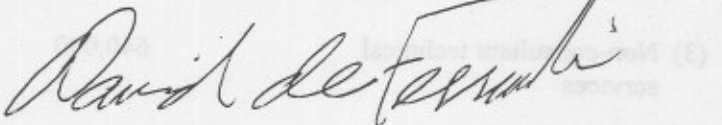
Cable address:	Telex:
INTBAFRAD Washington, D.C.	248423 (MCI) 64145 (MCI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

By 
Authorized Representative
Assistant Secretary General

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, as an implementing agency of the Global Environment Facility

By 
Regional Vice President
Latin America and the Caribbean

SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	Amount of the GEF Trust Fund Grant Allocated (Expressed in <u>Dollars</u>)	% of Expenditures <u>to be Financed</u>
(1) Goods other than under IABIN Subprojects	30,000	100% as per paragraph 6 below
(2) Consultants' services other than under IABIN Subprojects	2,970,000	100% as per paragraph 6 below
(3) Non-consultant technical services	640,000	100% as per paragraph 6 below
(4) Goods and/or Consultants' services under IABIN Subprojects	1,370,000	100% as per paragraph 6 below
(5) Training	570,000	100% as per paragraph 6 below
(6) Operating Costs	420,000	100% as per paragraph 6 below
TOTAL	<u>6,000,000</u>	

2. For the purposes of this Schedule:

(a) the term "Non-consultant technical services" means expenditures incurred related to the logistic arrangements of meetings, and in providing the required training, under the Project;

(b) the term “Training” means expenditures (other than those for consultants’ services) incurred by the Recipient to finance reasonable transportation costs and per-diem of trainees and trainers (if applicable) and rental of training facilities and equipment under the Project; and

(c) the term “Operating Costs” means reasonable recurrent expenditures that would not have been incurred by the Recipient absent the Project, for transportation and per-diem costs of its staff, Project administration costs, operation and maintenance of office equipment, and non-durable goods, all needed for the implementation of the Project.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of :

(a) payments made for expenditures prior to the date of this Agreement; and

(b) payments made for expenditures in respect of a IABIN Subproject under Category (4) set forth in the table in paragraph 1 of this Schedule unless the corresponding IABIN Subproject Agreement has been signed by the parties thereto.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures: (a) under contracts for goods estimated to cost less than \$150,000 equivalent each with the exception of the first contract for goods to be procured under Part C (a) of Section I of Schedule 3 to this Agreement; (b) under contracts for non-consultant technical services estimated to cost less than \$250,000 equivalent each with the exception of the first contract for non-consultant technical services to be procured under Part C (b) of Section I of Schedule 3 to this Agreement; (c) under contracts for the employment of consulting firms estimated to cost less than \$100,000 equivalent each with the exception of the first contract for the employment of consulting firms estimated to cost less than \$100,000 equivalent; (d) under contracts for the employment of individual consultants estimated to cost less than \$50,000 equivalent; (e) under Training and Operating Costs as set forth in Categories (5) and (6) of the table in paragraph 1 of this Schedule, respectively, all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any payment made from the GEF Trust Fund Grant Account was used for any expenditure not consistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used or the portion thereof as specified by the Bank.

6. In case the Recipient loses its tax exempt status, the percentage financed shall be reduced to 85%.

SCHEDULE 2

Description of the Project

The objectives of the Project are: (a) to develop IABIN; and (b) to provide the necessary instruments to draw knowledge from the information contained in the network mentioned in (a) herein, which information will support sound decision-making concerning the conservation and sustainable use of biodiversity.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objectives.

Part A: Interoperability and Access to Data

1. Establishment of a catalog service to locate and access biological data and information from across North America, Central America, South America and the Caribbean, including but not limited to, the development of metadata creation tools in multiple languages, the modification of existing multilingual user interfaces (as needed), the operation and maintenance of said catalog service, the development of multilingual training materials concerning the operation of said catalog service and the creation of a technical advisory group (including the carrying out of workshops for said group).

2. Establishment of the following six thematic networks (specimen, species, ecosystems, invasive species, pollinators and protected areas), each of which to be integrated with each other, including but not limited to the development of policies, tools, standards and protocols to access, analyze and use information concerning said thematic networks that is located in institutions throughout North America, Central America, South America and the Caribbean, the design and installation of a web site in a central server, the provision of training for web administrators, the development of software for data providers, the operation and maintenance of said thematic networks and the development of multilingual training materials concerning the operation of said thematic networks.

Part B: Data Content Creation

Design and implementation of a content development program in Participating Countries for purposes of improving the availability of critical data and metadata (which program shall consist of, *inter alia*: (1) the provision of technical assistance and training to Participating Countries to develop and implement quality controls concerning access to data and metadata through IABIN; and (2) the carrying out of investments for purposes of improving the availability of critical biodiversity data and metadata through IABIN).

Part C: Information Tools for Decision-Making

1. 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.
2. Identification of socio-economic data relevant to biodiversity (such as land-use databases) and development of tools to permit IABIN users to access said information through IABIN in an integrated manner.
3. 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.
4. Design of models which will permit IABIN users to utilize data and develop scenarios for decision makers based on said models.

Part D: Sustainability of IABIN

1. (a) Strengthening of the operational and administrative capacity of the IABIN Secretariat in order to assist the Recipient in the monitoring and supervision of the Project; (b) design and implementation of a strategy for IABIN's financial sustainability; and (c) if applicable, provision of technical assistance to carry out any audit referred to in Section 4.01 (b) of this Agreement.
2. Promotion of partnerships amongst IABIN's Secretariat, Participating Countries and other stakeholders (including indigenous peoples) through, *inter alia*, the active participation in workshops, meetings and negotiations of agreements (all related to key global and regional biodiversity initiatives), the design and implementation of a communications strategy to promote IABIN's objectives, the design and implementation of a strategy to promote the inclusion of indigenous peoples in IABIN, and the establishment, operation and maintenance of a IABIN web-based portal.

* * *

The Project is expected to be completed by December 31, 2009.

SCHEDULE 3

Procurement and Consultants' Services

Section I. Procurement of Goods and Non-Consultant Technical Services

Part A: General

Goods and non-consultant technical services shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999 (the Guidelines) and the following provisions of Section I of this Schedule.

Part B: International Competitive Bidding

Except as otherwise provided in Part C 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 Guidelines and paragraph 5 of Appendix 1 thereto.

Part C: Other Procurement Procedures

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 and 3.6 of the Guidelines.

(b) Non-consultant technical services estimated to cost less than \$250,000 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 and 3.6 of the Guidelines.

Part D: Review by the Bank of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Bank for its review and

approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and non-consultant technical services shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for goods and non-consultant technical services to be procured under Part B of this Section, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

(b) With respect to the first contract for goods and the first contract for non-consultant technical services to be procured under Part C of this Section, the following procedures shall apply:

- (i) prior to requesting quotations from suppliers under shopping procedures, the Recipient shall provide to the Bank the document requesting quotations which shall indicate the description and the quantity of the goods, and the time and place of delivery of the same;
- (ii) prior to the selection of any supplier under shopping procedures, the Recipient shall provide to the Bank a report on the comparison and evaluation of quotations received; and
- (iii) the procedures set forth in paragraphs 2 (f), 2 (g) and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

Part A: General

Consultants' services shall be procured in accordance with the provisions of the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in January 1997 and

revised in September 1997, January 1999 and May 2002 (the Consultant Guidelines), paragraph 1 of Appendix 1 thereto, Appendix 2 thereto and the following provisions of Section II of this Schedule.

Part B: Quality- and Cost-based Selection

Except as otherwise provided in Part C of this Section, consultants' services shall be procured under contracts awarded in accordance with the provisions of Section II of the Consultant Guidelines, paragraph 3 of Appendix 1 thereto, Appendix 2 thereto, and the provisions of paragraphs 3.13 through 3.18 thereof applicable to quality- and cost-based selection of consultants.

Part C: Other Procedures for the Selection of Consultants

1. 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 of the Consultant Guidelines.

2. 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 5.1 through 5.3 of the Consultant Guidelines, or may be selected on a sole-source basis in accordance with the provisions of paragraphs 5.3 and 5.4 of the Consultant Guidelines, subject to prior approval of the Bank.

Part D: Review by the Bank of the Selection of Consultants

1. Selection Planning

A plan for the selection of consultants, which shall include contract cost estimates, contract packaging, and applicable selection criteria and procedures, shall be furnished to the Bank for its review and approval prior to the issuance to consultants of any requests for proposals. Selection of all consultants' services shall be undertaken in accordance with such selection plan (as updated from time to time) as shall have been approved by the Bank.

2. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 2, 3 and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$50,000 or more, or to be selected on a sole source basis, the report on the comparison of the qualifications and experience of candidates or the letter of justification (in case of sole sourcing), terms of reference and terms of employment of the consultants shall be furnished to the Bank for its prior review and approval. The contract shall be awarded only after the said approval shall have been given. The provisions of paragraph 3 of Appendix 1 to the Consultant Guidelines shall also apply to such contracts.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

SCHEDULE 4

Operating Account

1. For the purposes of this Schedule:
 - (a) the term “eligible Categories means Categories (1) through (6) set forth in the table in paragraph 1 of Schedule 1 to this Agreement in respect of the Project;
 - (b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and
 - (c) the term “Authorized Allocation” means the amount of \$600,000 to be withdrawn from the GEF Trust Fund Grant Account and deposited into the Operating Account pursuant to paragraph 3 (a) of this Schedule.
2. Payments made with GEF Trust Fund Grant proceeds out of the Operating Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.
3. Withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Operating Account shall be made as follows:
 - (a) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Bank a request or requests for deposit into the Operating Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the Operating Account such amount or amounts as the Recipient shall have requested.
 - (b)
 - (i) For replenishment of the Operating Account, the Recipient shall furnish to the Bank requests for deposits into the Operating Account at such intervals as the Bank shall specify.
 - (ii) Prior to or at the time of each such request, the Recipient shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the

Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the Operating Account such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Operating Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the GEF Trust Fund Grant Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Recipient with GEF Trust Fund Grant proceeds out of the Operating Account, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Operating Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the GEF Trust Fund Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the GEF Trust Fund Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the GEF Trust Fund Grant Account of the remaining unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have

been satisfied that all such amounts remaining on deposit in the Operating Account (in respect of the Project) as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment made with GEF Trust Fund Grant proceeds out of the Operating Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Operating Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Operating Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any GEF Trust Fund Grant proceeds outstanding in the Operating Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Recipient may, upon notice to the Bank, refund to the Bank all or any portion of the GEF Trust Fund Grant funds on deposit in the Operating Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the GEF Trust Fund Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

SCHEDULE 5

Participating Countries

- 1) Antigua and Barbuda
- 2) Argentine Republic
- 3) Commonwealth of The Bahamas
- 4) Barbados
- 5) Republic of Chile
- 6) Republic of Costa Rica
- 7) Dominican Republic
- 8) Republic of Ecuador
- 9) Republic of El Salvador
- 10) Grenada
- 11) Republic of Guatemala
- 12) Co-operative Republic of Guyana
- 13) Republic of Haiti
- 14) United Mexican States
- 15) Republic of Nicaragua
- 16) Republic of Panama
- 17) Republic of Peru
- 18) Saint Lucia
- 19) Federation of Saint Kitts and Nevis
- 20) Republic of Suriname
- 21) República Oriental del Uruguay
- 22) Bolivarian Republic of Venezuela

Reynaldo Pastor
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The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

February 2, 2006

Hon. José Miguel Insulza
Secretary General
Organization of American States
17th and Constitution Ave., N.W.
Washington
D.C. 20006

Re: GEF Trust Fund Grant Agreement No. TF053526 for Building the
Inter-American Biodiversity Information Network Project
Amendment to Grant Agreement

Dear Sir:

We refer to the Global Environment Facility Trust Fund Grant Agreement (the GEF Agreement) between the General Secretariat of the Organization of American States (the Recipient) and the International Bank for Reconstruction and Development (the Bank) dated July 15, 2004, for the above Project.

Pursuant to the letter from the Recipient dated December 5, 2005, requesting: (i) the transfer, of a portion of the proceeds allocated to Category (4), Paragraph 1 of Schedule 1 to the GEF Agreement to the designated Coordinating Institutions (CIs), for the execution of Part A.2 of the Project; (ii) reallocation of the proceeds of the GEF Agreement; and (iii) substitution of the Guidelines for Procurement under IBRD Loans and IDA Credits published by the Bank in January 1999, by "Guidelines for Procurement under IBRD Loans and IDA Credits" dated May 2004, we hereby agree to amend the GEF Agreement to reflect the requested change.

As a result of the amendments referred to in the above paragraph, the GEF Agreement shall read in its entirety as set forth in the attachment to this letter.

Please confirm your agreement to the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter will be executed in two counterparts, each of which shall be an original. Upon your confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter will become effective, as of the date of countersignature, upon receipt by the Bank of one fully executed original of this Amendment Letter.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By 

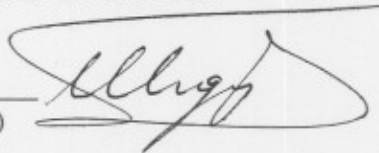
Mark E. Cackler
Acting Director

Environmentally and Socially Sustainable Development
Latin America and the Caribbean Region

AGREED AND CONFIRMED:

**GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES**

By: José Miguel Insulza
(Authorized Representative)



Name: José Miguel Insulza

Title: Secretary General
Organization of American States

Date: February 9, 2006

ATTACHMENT

GEF TRUST FUND GRANT NUMBER TF053526

Global Environment Facility Trust Fund Grant Agreement

(Building the Inter-American Biodiversity Information Network Project)

between

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

acting as an Implementing Agency of the Global Environment Facility

Dated July 15, 2004

(As amended January 27, 2006)

GEF TRUST FUND GRANT NUMBER TF053526

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT, dated July 15, 2004, between the GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (the Recipient) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to a fund (the GEF Trust Fund) by certain members of the Bank as participants of the GEF.

WHEREAS (A) the Bank, pursuant to Resolution No. 91-5 of March 14, 1991 of the Executive Directors of the Bank, established the GEF to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

(B) following the restructuring of the GEF, such arrangements continued in place on the basis set forth in Resolution No. 94-2 of May 24, 1994, of the Executive Directors of the Bank which, *inter alia*, established the GEF Trust Fund and appointed the Bank as trustee of the GEF Trust Fund (Resolution No. 94-2);

(C) the second replenishment of the GEF Trust Fund was approved on the basis set forth in Resolution No. 98-2 of July 14, 1998, of the Executive Directors of the Bank (Resolution No. 98-2);

(D) the Recipient is a duly established international organization and represents that it has the necessary legal capacity and powers to enter into this Agreement and perform its obligations herein set forth;

(E) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested assistance from the resources of the GEF Trust Fund for funding the Project, and said request having been approved in accordance with the provisions of the Instrument for the Establishment of the Restructured Global Environment Facility approved under Resolution 94-2, and to be funded from contributions to the GEF Trust Fund under Resolution No. 98-2, which may include funds carried over from the first replenishment of the GEF Trust Fund under Resolution No. 94-2;

(F) the United States of America, through its Geological Survey (established within its Department of Interior), has manifested its intent to provide an in-kind contribution equal to six million three hundred fifty thousand Dollars (\$6,350,000) (the US Co-financing) to finance in part the Project;

(G) the Participating Countries (as defined below), as ultimate beneficiaries of the Project, have agreed to collaborate in the execution of the Project; and

WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the grant set forth in Section 2.01 of this Agreement (the GEF Trust Fund Grant) to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01 (a) The following provisions of the General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans of the Bank, dated May 30, 1995 (as amended through October 6, 1999), with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
 - (ii) Sections 2.01 (1), (2), (3), (4), (5), (7), (8), (14), (15), (16), (18) and (21), 2.02 and 2.03;
 - (iii) Section 3.01;
 - (iv) the first part of Section 4.01 (until the semicolon); Section 4.06;
 - (v) Sections 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08 and 5.09;
 - (vi) Sections 6.01, 6.02 (c), (e), (f), (g), (h), (i), (1), (m), (n), (o) and (p), 6.03, 6.04 and 6.06;
 - (vii) Section 8.01 (b);
 - (viii) Sections 9.01 (a), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
 - (ix) the second sentence of Section 10.01, and 10.03;
 - (x) Article XI; and
 - (xi) Sections 12.01, 12.02, 12.03 and 12.04.
- (b) The General Conditions shall be modified as follows:
- (i) the term "Bank", wherever used in the General Conditions, other than in Sections 5.01 (a) and 6.02 (f) thereof, means the Bank acting as an implementing agency of the GEF;
 - (ii) the term "Borrower", wherever used in the General Conditions, means the Recipient, except in Sections 6.02 (f) and 8.01 (b), where the term "Borrower" shall mean a Participating Country;
 - (iii) the term "Loan Agreement", wherever used in the General Conditions, means this Agreement;
 - (iv) the term "Loan", wherever used in the General Conditions, means the GEF Trust Fund Grant;
 - (v) the term "Loan Account", wherever used in the General Conditions, means the GEF Trust Fund Grant Account, the account opened by the

Bank on its books in the name of the Recipient to which the amount of the GEF Trust Fund Grant is credited; the phrase "in the territory of, the Borrower or the Guarantor" shall be replaced by the phrase "in the territory of, a Participating Country" in Section 5.08. For purposes of this subparagraph, the term "Participating Country" shall have the same meaning as in Section 1.02 (k) of this Agreement;

- (vi) the words "and/or the Association, as the case may be," shall be added after the term "Bank" in Section 6.02 (f) (i); and
- (vii) a new paragraph (q) is added to Section 6.02 of the General Conditions, as follows: "(q) An extraordinary situation shall have arisen in which any further disbursement under the GEF Trust Fund Grant would exceed the resources available for disbursement from the Global Environment Facility."

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth; and the following additional terms have the following meanings:

(a) "Coordinating Institution" "CI" means an entity vested with legal personality which will assist the Recipient in the carrying out of Part A (2) of Project;

(b) "Coordinating Institution Transfers" "CI Transfers" means the transfer of funds in accordance with section 3.05 (a) of this Agreement for executing Part. A.2 of the Project;

(c) "Coordinating Institution Transfer Agreement" means any of the agreements referred to in Section 3.05 (a) of this Agreement;

(d) "Eligible Institution" or "EI" means an entity vested with legal personality which has been selected by the Recipient to carry out a IABIN Subproject (as defined below);

(e) "FMR" means each financial monitoring report prepared in accordance with Section 4.02 of this Agreement;

(f) "IABIN" means the Inter-American Biodiversity Information Network, an internet-based, decentralized network to provide access to scientifically credible biodiversity information available in selected institutions in North America, Central America, South America and the Caribbean, the creation of which was agreed by the heads of States present at the Recipient's Summit of the Americas on Sustainable Development held in Santa Cruz de la Sierra, Bolivia in December 1996;

(g) "IABIN Executive Committee" means the committee established by the IABIN Council (which council is comprised of a representative of the Recipient, a representative of each officially designated national focal point whose government is a member of the Recipient and a representative of each approved institution which meets the selection criteria to be part of said council) in December 1999;

(h) "IABIN Secretariat" means the secretariat referred to in Section 3.06 (a) and (b) of this Agreement;

(i) "IABIN Subproject" means any of the investments under Part B (2) of the Project;

(j) "IABIN Subproject Agreement" means any of the agreements referred to in Section 3.05 (b) of this Agreement;

(k) "Operating Account" means the account referred to in Section 2.02 (b) of this Agreement;

(l) "Operational Manual" means the manual referred to in Section 3.04 (a) of this Agreement; and

(m) "Participating Countries" means any of the IABIN member countries eligible to receive GEF funding under the Project through the GEF Agreement, which have manifested, in writing, their intention to participate in the Project and are listed in Schedule 5 to this GEF Agreement, as well as any other country (acceptable to the Bank) which shall manifest, in writing, its intention to participate in the Project and is also eligible to receive said GEF funding.

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Bank agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount equal to six million Dollars (\$6,000,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for carrying out the Project and to be financed out of the proceeds of the GEF Trust Fund Grant.

(b) The Recipient may, for the purposes of the Project, maintain in Dollars an operating account in a commercial bank on terms and conditions satisfactory to the Bank, including appropriate protection against set off, seizure or attachment. Deposits into, and payments out of, the Operating Account shall be made in accordance with the provisions of Schedule 4 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2010 or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Project

Section 3.01. The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall:

(a) carry out Parts A, B (1), C and D of the Project with the assistance of the IABIN Executive Committee, the Participating Countries and the designated Coordinating Institutions (as the case may be), all with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement practices and with due regard to biodiversity, ecological and environmental factors, and shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for said Parts of the Project; and

(b) cause the Eligible Institutions (pursuant to the terms of the pertinent IABIN Subproject Agreement) to carry out their corresponding IABIN Subprojects with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement practices, and with due regard to biodiversity, ecological and environmental factors; take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable said Eligible Institutions to carry out their pertinent IABIN Subproject; and shall not take or permit to be taken any action which would prevent or interfere with the carrying out of any IABIN Subproject; and

(c) cause the relevant Coordinating Institutions, (pursuant to the terms of the pertinent Coordinating Institution Transfer Agreement) to assist in carrying out Part A.2 of the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement practices, and with due regard to biodiversity, ecological and environmental factors; take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable said Coordinating Institutions to assist in carrying out Part A.2 of the Project; and shall not take or permit to be taken any action which would prevent or interfere with the carrying out of Part A.2 of the Project.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods, non-consultant technical services and consultants' services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Recipient shall:

(a) prepare, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Bank, a plan designed to ensure the sustainability of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Recipient on said plan.

Section 3.04. (a) Without limitation to the provisions of Section 3.01 of this Agreement, the Recipient shall carry out, or cause the Project to be carried out, in accordance with a manual (the Operational Manual), satisfactory to the Bank, which shall contain, *inter alia*, the criteria for selecting and approving IABIN Subprojects, the criteria for selecting Eligible Institutions, the Recipient's operating procedures, internal controls and accounting and reporting functions, the Project financial management, disbursement and procurement procedures, the IABIN Secretariat's organizational structure, functions and responsibilities and the indicators to be used in the monitoring and evaluation of the Project.

(b) In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

Section 3.05. (a) Upon selection of the Coordinating Institutions by the IABIN Executive Committee, the Recipient shall transfer a portion of the GEF Trust Fund Grant proceeds allocated to Category (4) (a) (set forth in the table in paragraph 1 of Schedule 1 to this Agreement) to the pertinent Coordinating Institution pursuant to an agreement (the Coordinating Institution Transfer Agreement) to be entered into between the Recipient and said Coordinating Institution on terms and conditions acceptable to the Bank, including, *inter alia*:

- (i) the obligation of the Coordinating Institution:
 - (A) to procure the goods, non-consultant, and/or consultants' services (as the case may be) in accordance with the provisions set forth in Schedule 3 to this Agreement;
 - (B) to carry out Part A.2 of the Project in accordance with the pertinent provisions of the Operational Manual;
 - (C) to maintain adequate records and accounts, and make available such documentation to the Recipient, and any other information that the Recipient may request in order to comply with the Recipient's obligations under Article IV of this Agreement;
 - (D) to provide the counterpart funding for those inputs not financed with the GEF Trust Fund Grant proceeds necessary to carry out the said Part A.2 of the Project; and
 - (E) to permit the staff of the Recipient and the Bank to supervise the pertinent activities of the said Part A.2 of the Project;
- (ii) the obligation of the Recipient to suspend in whole or in part the portion of the GEF Trust Fund Grant allocated under a Coordinating Institution Transfer Agreement in case the Coordinating Institution has failed to comply with any of its obligations under the corresponding Coordinating Institution Transfer Agreement and/or terminate the Coordinating Institution Transfer Agreement (as the case may be).

(b) The Recipient shall exercise its rights and carry out its obligations under each Coordinating Institution Transfer Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the GEF Trust Fund Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any Coordinating Institution Transfer Agreement or any provision thereof.

(c) Upon approval of a IABIN Subproject, by the Recipient, the Recipient shall transfer, on a grant basis, a portion of the GEF Trust Fund Grant proceeds allocated to Category (4) (b) (set forth in the table in paragraph 1 of Schedule 1 to this Agreement) to the pertinent Eligible Institution pursuant to an agreement (the IABIN Subproject Agreement) to be entered into between the Recipient and said Eligible Institution on terms and conditions acceptable to the Bank, including, *inter alia*:

- (i) the obligation of the Eligible Institution:
 - (A) to procure the goods, non-consultant services and/or consultants' services (as the case may be) in accordance with the provisions set forth in Schedule 3 to this Agreement;
 - (B) to carry out the IABIN Subproject in accordance with the pertinent provisions of the Operational Manual;
 - (C) to maintain adequate records and accounts, and make available such documentation to the Recipient, and any other information that the Recipient may request in order to comply with its obligations under Article IV of this Agreement;
 - (D) to provide the counterpart funding for those inputs not financed with the GEF Trust Fund Grant proceeds necessary to carry out said IABIN Subproject; and
 - (E) to permit the staff of the Recipient and the Bank to supervise the pertinent IABIN Subproject; and
- (ii) the obligation of the Recipient to suspend in whole or in part the portion of the GEF Trust Fund Grant allocated to finance a given IABIN Subproject in case the Eligible 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).

(d) The Recipient shall exercise its rights and carry out its obligations under each IABIN Subproject Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the GEF Trust Fund Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any IABIN Subproject Agreement or any provision thereof.

Section 3.06. For purposes of Project monitoring and supervision, the Recipient shall ensure:

(a) that a secretariat (the IABIN Secretariat) is established, and thereafter is operated and maintained, at least during Project implementation, with a structure, functions and responsibilities acceptable to the Bank (as set forth in the Operational Manual); and

(b) that the IABIN Secretariat is, at all times during Project implementation, headed by a Director, and assisted by other adequate professional and administrative staff, all with qualifications and experience acceptable to the Bank.

Section 3.07. Without limitation to the provisions of Section 3.01 of this Agreement, the Recipient shall:

(a) not later than November 30 of each year of Project implementation, starting in the year 2004, prepare and furnish to the Bank an annual work program, acceptable to the Bank, containing the Project activities to be carried out during the calendar year following the date of presentation of said program to the Bank, and a timetable for the completion of said Project activities during the year in question;

(b) thereafter carry out or cause to be carried out said program in accordance with its terms, and in a manner acceptable to the Bank; and

(c) carry out or cause to be carried out the annual work program for the year 2004 as approved by the Bank prior to the date of this Agreement.

Section 3.08. The Recipient shall:

(a) maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators set forth in the Operational Manual, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare with the assistance of the IABIN Secretariat and the Coordinating Institutions, under terms of reference satisfactory to the Bank, and furnish to the Bank:

(i) not later than 45 days after the end of the first calendar semester after the Effective Date a report integrating the results of the monitoring and evaluation of the Project activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the six-month period preceding the date of presentation of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the following six-month period;

(ii) not later than 45 days after each subsequent calendar semester, a report, which report shall contain the same type of information requested under the report mentioned in said subparagraph; and

(c) not later than thirty calendar days after the date of presentation of each report mentioned in paragraph (b) above or such later date as the Bank shall request, review with the Bank and the Coordinating Institutions the pertinent report referred to in paragraph (b) of this Section, and, thereafter, take, and/or cause to be taken, all measures required to ensure the

efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of said reports and the Bank's views on the matter.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall maintain, or cause to be maintained, a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect its operations and financial condition and to register separately the operations, resources and expenditures related to the Project.

- (b) Upon the Bank's request, the Recipient shall:
- (i) have its financial statements (balance sheets, statements of income and expenses and related statements), audited, for the period indicated in the Bank's request, in accordance with auditing standards acceptable to the Bank, by independent auditors acceptable to the Bank; and
 - (ii) furnish to the Bank as soon as available, but in any case not later than six months after the date of the Bank's request for such audit: (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such period as so audited; and (B) an opinion on such statements, by said auditors, in scope and detail satisfactory to the Bank; and furnish to the Bank such other information concerning such records and accounts, and the audit of such financial statements, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Account were made on the basis of statements of expenditure, the Borrower shall:

- (i) retain, until at least one year after the end of the fiscal year in which the last withdrawal from the GEF Trust Fund Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (ii) enable the Bank's representatives to examine such records; and
- (iii) ensure that such statements of expenditure are included in any audit that the Bank may have requested pursuant to paragraph (b) of this Section.

Section 4.02. (a) Without limitation upon the Recipient's progress reporting obligations set forth in Section 3.08 of this Agreement, the Recipient shall prepare and furnish to the Bank a financial monitoring report, in form and substance satisfactory to the Bank, which:

- (i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the GEF Trust Fund Grant, and explains variances between the actual and planned uses of such funds;

- (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and
- (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first FMR shall be furnished to the Bank not later than 45 days after the end of the first calendar semester after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar semester; thereafter, each FMR shall be furnished to the Bank not later than 45 days after each subsequent calendar semester, and shall cover such calendar semester.

ARTICLE V

Remedies of the Bank

Section 5.01. Pursuant to Section 6.02 (p) of the General Conditions, the following additional events are specified:

(a) Any Participating Country shall have failed to provide, promptly as needed, the funds, facilities, services and other resources required for the carrying out of Project activities within its territory.

(b) Any Coordinating Institution shall have failed to provide, promptly as needed, the funds, facilities, services and other resources required for the carrying out of any activity under Part A.2 of the Project, provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that the relevant Coordinating Institution has been promptly replaced by another Coordinating Institution in a manner acceptable to the Bank.

(c) The United States of America, through its Geological Survey, shall have failed to provide the US Co-financing, provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with the obligations of the Recipient under this Agreement.

(d) Any Participating Country, or any other authority having jurisdiction, shall have taken any action, including the enactment or issuance of legislation or regulations, which, in the opinion of the Bank, may adversely affect the carrying out of the Project.

(e) Any Participating Country shall have failed to afford a reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Project.

ARTICLE VI

Arbitration and Privileges and Immunities

Section 6.01. Any dispute arising out of or relating to this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. The place of arbitration shall be Washington, D.C. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

Section 6.02. Nothing in this Agreement constitutes an express or implied waiver by any Party of its privileges and immunities under the laws of the United States of America or international law.

ARTICLE VII

Effectiveness; Termination

Section 7.01. The following events are specified as additional conditions of this Agreement within the meaning of Section 12.01 (c) of the General Conditions:

- (a) the Operational Manual has been approved by the Recipient; and
- (b) the IABIN Secretariat has been established as provided in Section 3.06 of this Agreement.

Section 7.02. The date, October 13, 2004, is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 7.03. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled their obligations hereunder.

ARTICLE VIII

Representative of the Recipient; Addresses

Section 8.01. The Secretary General (*Secretario General*) of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

General Secretariat of the Organization of American States
Unit of Sustainable Development and Environment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America

Cable address:	Telex:	Facsimile:
OAS	64128	202-458-3560

For the Bank:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:
INTBAFRAD	248423 (MCI)
Washington, D.C.	64145 (MCI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES

By/s/ Luigi R. Einaudi

Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT, as an implementing agency of the Global
Environment Facility

By/s/ David de Ferranti

Regional Vice President
Latin America and the Caribbean

SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	<u>Amount of the GEF Trust Fund Grant (Expressed in Dollars)</u>	<u>% of Expenditures to be financed</u>
(1) Goods	30,000	100%
(2) Consultants' services other than under IABIN Subprojects or under CI Transfers	1,326,650	100%
(3) Non-consultant technical services	640,000	100%
(4) (a) Expenditures for goods, consultants' services, training, non-consultant services, and/or operating costs of CIs under CI Transfers, except with respect to the invasive species thematic network	1,060,000	100%
(b) Goods and/or consultants' services, training , and non-consultant services of EIs under IABIN Subprojects	1,370,000	100%
(5) Training	570,000	100%
(6) Operating Costs	<u>1,003,350</u>	100%
TOTAL	<u>6,000,000</u> =====	

2. For the purposes of this Schedule:

(a) the term "Non-consultant technical services" means contractual expenditures incurred for logistics and printing services under the Project;

(b) the term "Training" means expenditures (other than those for non-consultant and Consultants' services contracts) incurred for the logistic arrangements of meetings, reasonable

transportation costs and per-diem of trainees and trainers (if applicable) and rental of training facilities and equipment under the Project; and

(c) the term "Operating Costs" means reasonable recurrent expenditures that would not have been incurred by the Recipient and the Coordinating Institutions absent the Project, for transportation and per-diem costs, salary for the Recipients' and Coordinating Institutions' incremental staff, Project administration costs, operation and maintenance of office equipment, and non-durable goods, all needed for the implementation of the Project.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

(a) payments made for expenditures prior to the date of this Agreement;

(b) payments made for expenditures in respect of Coordinating Institution Transfers under Category (4) (a) set forth in the table in paragraph 1 of this Schedule unless the corresponding Coordinating Institution Transfer Agreement has been signed by the parties thereto; and

(c) payments made for expenditures in respect of a IABIN Subproject under Category (4) (b) set forth in the table in paragraph 1 of this Schedule unless the corresponding IABIN Subproject Agreement has been signed by the parties thereto.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures: (a) under contracts for goods estimated to cost less than \$150,000 equivalent each with the exception of the first contract for goods to be procured under Part C. (a) of Section I of Schedule 3 to this Agreement; (b) under contracts for non-consultant technical services estimated to cost less than \$250,000 equivalent each, with the exception of the first contract for non-consultant technical services to be procured under Part C (b) of Section I of Schedule 3 to this Agreement; (c) under contracts for the employment of consulting firms estimated to cost less than \$100,000 equivalent each with the exception of the first contract for the employment of consulting firms estimated to cost less than \$100,000 equivalent; (d) under contracts for the employment of individual consultants estimated to cost less than \$50,000 equivalent; and (e) under Training and Operating Costs as set forth in Categories (5) and (6) of the table in paragraph 1 of this Schedule, respectively, all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any payment made from the GEF Trust Fund Grant Account was used for any expenditure not consistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used or the portion thereof as specified by the Bank.

6. In case the Recipient loses its tax exempt status, the percentage financed shall be reduced to 85%.

SCHEDULE 2

Description of the Project

The objectives of the Project are: (a) to develop IABIN; and (b) to provide the necessary instruments to draw knowledge from the information contained in the network mentioned in (a) herein, which information will support sound decision-making concerning the conservation and sustainable use of biodiversity. The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objectives.

Part A: Interoperability and Access to Data

1. Establishment of a catalog service to locate and access biological data and information from across North America, Central America, South America and the Caribbean, including but not limited to, the development of metadata creation tools in multiple languages, the modification of existing multilingual user interfaces (as needed), the operation and maintenance of said catalog service, the development of multilingual training materials concerning the operation of said catalog service and the creation of a technical advisory group (including the carrying out of workshops for said group).

2. (a) Establishment of the following six thematic networks (specimen, species, ecosystems, invasive species, pollinators and protected areas), each of which to be integrated with each other, including but not limited to the development of policies, tools, standards and protocols to access, analysis and use of information concerning said thematic networks that is located in institutions throughout North America, Central America, South America and the Caribbean, the design and installation of a web site in a central server, the provision of training for web administrators, the development of software for data providers, the operation and maintenance of said thematic networks and the development of multilingual training materials concerning the operation of said thematic networks; and

(b) the carrying out of investments for the establishment and implementation of the thematic networks.

Part B: Data Content Creation

Design and implementation of a content development program in Participating Countries for purposes of improving the availability of critical data and metadata (which program shall consist of, *inter alia*: (1) the provision of technical assistance and training to Participating Countries to develop and implement quality controls concerning access to data and metadata through IABIN; and (2) the carrying out of investments for purposes of improving the availability of critical biodiversity data and metadata through IABIN).

Part C: Information Tools for Decision-Making

1. 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.

2. Identification of socio-economic data relevant to biodiversity (such as land-use databases) and development of tools to permit IABIN users to access said information through IABIN in an integrated manner.
3. 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.
4. Design of models which will permit IABIN users to utilize data and develop scenarios for decision makers based on said models.

Part D: Sustainability of IABIN

1. (a) Strengthening of the operational and administrative capacity of the IABIN Secretariat in order to assist the Recipient in the monitoring and supervision of the Project;
(b) design and implementation of a strategy for IABIN's financial sustainability; and
(c) if applicable, provision of technical assistance to carry out any audit referred to in Section 4.01 (b) of this Agreement.
2. Promotion of partnerships amongst IABIN's Secretariat, Participating Countries and other stakeholders (including indigenous peoples) through, *inter alia*, the active participation in workshops, meetings and negotiations of agreements (all related to key global and regional biodiversity initiatives), the design and implementation of a communications strategy to promote IABIN's objectives, the design and implementation of a strategy to promote the inclusion of indigenous peoples in IABIN, and the establishment, operation and maintenance of a IABIN web-based portal.

The Project is expected to be completed by December 31, 2009.

SCHEDULE 3**Procurement**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), 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), 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 Procedures1. 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.

June 15, 2006

Hon. José Miguel Insulza
Secretary General
Organization of American States
17th and Constitution Ave., N.W.
Washington, D.C. 20006

Re: GEF Trust Fund Grant Agreement No. TF053526 for Building the
Inter-American Biodiversity Information Network Project
Second Amendment to Grant Agreement

Dear Sir:

We refer to the Global Environment Facility Trust Fund Grant Agreement (the GEF Agreement) between the General Secretariat of the Organization of American States (the Recipient) and the International Bank for Reconstruction and Development (the Bank) dated July 15, 2004, for the above Project, as amended.

Pursuant to your letter dated December 5, 2005, and subsequent discussions with the Bank, requesting the Bank to: (a) finance the incremental operational costs for Eligible Institutions under the Project; and (b) reallocate the amount of US\$170,250 from Category (2) - Consultants' services other than under IABIN Subprojects or under CI Transfers to Category (6) - Operating Costs of the existing expenditure categories of the table in Paragraph 1 of Schedule 1 to the GEF Agreement, I am pleased to inform you that the Bank hereby agrees to amend the GEF Agreement to reflect the requested changes.

Consequently, Schedule 1 to the GEF Agreement is deleted and replaced in its entirety as set forth in the Attachment to this Amendment Letter.

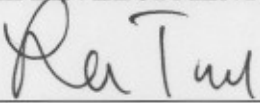
All other provisions of the Agreement, except as amended herein, shall remain in full force and effect.

Please confirm your agreement to the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter will be executed in two counterparts, each of which shall be an original.

Upon your confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter will become effective, as of the date of countersignature, upon receipt by the Bank of one fully executed original of this Amendment Letter.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION


By 

Laura Tuck
Director

Environmentally and Socially Sustainable Development
Latin America and the Caribbean Region

AGREED:

**GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES**

By: 
Authorized Representative

Name: José Miguel Insulza

Title: Secretary General, Organization of American States (OAS)

Date: June 26, 2006

SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	<u>Amount of the GEF Trust Fund Grant (Expressed in Dollars)</u>	<u>% of Expenditures to be financed</u>
(1) Goods	30,000	100%
(2) Consultants' services other than under IABIN Subprojects or under CI Transfers	1,156,400	100%
(3) Non-consultant technical services	640,000	100%
(4) (a) Goods, consultants' services, training, non-consultant services, and/or operating costs of CIs under CI Transfers, except with respect to the invasive species thematic network	1,060,000	100%
(b) Goods and/or consultants' services, training, non-consultant services of EIs, and/or operating costs of EIs under IABIN Subprojects	1,370,000	100%
(5) Training	570,000	100%
(6) Operating Costs	<u>1,173,600</u>	100%
TOTAL	<u>6,000,000</u>	

2. For the purposes of this Schedule:

(a) the term "Non-consultant technical services" means contractual expenditures incurred for logistics and printing services under the Project;

(b) the term "Training" means expenditures (other than those for non-consultant and Consultants' services contracts) incurred for the logistic arrangements of meetings, reasonable transportation costs and per-diem of trainees and trainers (if applicable) and rental of training facilities and equipment under the Project; and

(c) the term "Operating Costs" means reasonable recurrent expenditures that would not have been incurred by the Recipient, the Eligible Institutions and the Coordinating Institutions absent the Project, for transportation and per-diem costs, salary for the Recipients', Coordinating Institutions' and Eligible Institutions' incremental staff, Project administration costs, operation and maintenance of office equipment, and non-durable goods, all needed for the implementation of the Project.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

(a) payments made for expenditures prior to the date of this Agreement;

(b) payments made for expenditures in respect of Coordinating Institution Transfers under Category (4) (a) set forth in the table in paragraph 1 of this Schedule unless the corresponding Coordinating Institution Transfer Agreement has been signed by the parties thereto; and

(c) payments made for expenditures in respect of an IABIN Subproject under Category (4) (b) set forth in the table in paragraph 1 of this Schedule unless the corresponding IABIN Subproject Agreement has been signed by the parties thereto.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures: (a) under contracts for goods estimated to cost less than \$150,000 equivalent each with the exception of the first contract for goods to be procured under Part C (a) of Section I of Schedule 3 to this Agreement; (b) under contracts for non-consultant technical services estimated to cost less than \$250,000 equivalent each, with the exception of the first contract for non-consultant technical services to be procured under Part C (b) of Section I of Schedule 3 to this Agreement; (c) under contracts for the employment of consulting firms estimated to cost less than \$100,000 equivalent each with the exception of the first contract for the employment of consulting firms estimated to cost less than \$100,000 equivalent; (d) under contracts for the employment of individual consultants estimated to cost less than \$50,000 equivalent; and (e) under Training and Operating Costs as set forth in Categories (5) and (6) of the table in paragraph 1 of this Schedule, respectively, all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any payment made from the GEF Trust Fund Grant Account was used for any expenditure not consistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used or the portion thereof as specified by the Bank.

6. In case the Recipient loses its tax exempt status, the percentage financed shall be reduced to 85%.