

**PROJECT AGREEMENT**

**BETWEEN**

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

**AND**

**THE UNIVERSIDAD DE LA REPÚBLICA ORIENTAL DEL URUGUAY (UDELAR)  
THROUGH ITS FACULTAD DE CIENCIAS,**

**TO**

**IMPLEMENT, UPDATE AND MAINTAIN AN I3N IAS DATABASE IN URUGUAY**

The Parties, the General Secretariat of the Organization of American States (hereinafter the "GS/OAS"), a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, through its Department of Sustainable Development (hereinafter the "DSD") and the Universidad de la República Oriental del Uruguay, an autonomous entity with headquarters in Montevideo, Uruguay, through its Facultad de Ciencias (hereinafter the "Institution"),

**CONSIDERING:**

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

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

That in order to fund the building of IABIN, GS/OAS and the International Bank for Reconstruction and Development (hereinafter the "Bank") acting as an Implementing Agency of the Global Environment Facility (hereinafter the "GEF") Trust Fund, approved the GEF Trust Fund Grant Agreement effective on October 4, 2004, as amended on January 27, 2006 with GS/OAS (Annex 1 hereto) in an amount equal to US\$6,000,000 (six million United States dollars); and

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

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

**ARTICLE I**  
**OBJECTIVE**

- 1.1. The purpose of this Agreement is to implement, update and maintain for a minimum of five years an Internet-accessible I3N IAS Database in Uruguay (hereinafter the "Project") and thereby to increase the availability of invasive alien species (hereinafter "IAS") information through IABIN.
- 1.2. In pursuance of this objective, it is agreed that the above-referenced Project will employ IABIN Invasive Species Thematic Network (hereinafter "I3N") standards with the necessary adaptations and that the Institution will make freely available the information generated through the Project by means of its informatics facilities as well as through the Central I3N website and the tools this network creates for that purpose, for a minimum of five years.

**ARTICLE II**  
**ORGANIZATION FOR IMPLEMENTATION OF THE PROJECT**

- 2.1. Within sixty (60) calendar days of the signing of this Agreement, the Parties shall form a Project Management Committee (hereinafter the "PMC") to be made up of one representative of each Party and, as required, a representative from each of the IABIN Secretariat, and the I3N Coordinating Institution (CI), and the Institution. Each representative on the PMC may be replaced by advanced written notice to the other members of the PMC.
- 2.2. The members of the PMC shall communicate with one another to plan and monitor the Project's progress the first month of every calendar quarter subsequent to the effective date of this Agreement. Communications among the members of the PMC may be held by telephone conference calls or by email.

**ARTICLE III**  
**CONTRIBUTIONS**

- 3.1. Under this Agreement, GS/OAS will contribute to the Institution US\$10,000.00 (ten thousand United States dollars) as follows:
  - a. The first transfer of funds in the amount of US\$5,935.00 shall be made upon signature of this Agreement by both Parties;
  - b. The second transfer of funds of in the amount of US\$ 2,710.00 shall be made upon delivery to the satisfaction of GS/OAS of reports and deliverables in accordance with article IV below;

- c. The final transfer of funds in the amount of \$1,355.00 shall be made upon delivery to the satisfaction of GS/OAS of reports and deliverables in accordance with article IV below;
- 3.2. The Institution will contribute US\$10,381.00 (ten thousand, three hundred eighty one United States dollars), comprising the co-financing amount to be contributed by the Institution. This contribution will be reported on the parallel financing form set out in Annex 5, Guidelines for Project Implementation.
- 3.3. GS/OAS contribution to the Institution of US\$10,000.00 for execution of the Project under this Agreement is subject and limited to GS/OAS' receipt of the Bank funding pursuant to the terms of the GEF Trust Fund Agreement with GS/OAS effective on October 4, 2004, as amended on January 27, 2006, attached hereto as Annex I.

#### **ARTICLE IV** **REPORTING REQUIREMENTS**

- 4.1 An interim technical-financial progress report of the Project together with a draft version, in digital form, of the I3N IAS Database in Uruguay based on I3N standards, including at least 125 invasive species with at least 1250 validated records by subject experts, shall be received to the satisfaction of GS/OAS no later than six months after the date of signature of the Agreement; and
- 4.2. The institution must submit the final versions of the technical-financial report and the I3N IAS Database in Uruguay, in digital form, in accordance with article 1.1 and 1.2, including a total of 250 invasive species with at least 2500 validated records by subject experts. The above-referenced reports and digital copy of the database shall be received to the satisfaction of GS/OAS no later than twelve months after the date of signature of the Agreement.

#### **ARTICLE V** **OPERATIONAL RESPONSIBILITIES OF THE PARTIES**

- 5.1. The Institution shall:
  - a. In accordance with its Project Proposal set out in Annex 4 to this Agreement, be responsible for Project execution and the monitoring of the achievement of the Project;
  - b. Carry out the performance of this Agreement in accordance with the requirements of the IABIN Operational Manual attached hereto as Annex 3;
  - c. Procure goods and services required for Project execution in accordance with Annex 5, Guidelines for Project Implementation, during the effective period of this Agreement;
  - d. Comply with the reporting requirements set out in Articles 3.1 and 3.2 and provide GS/OAS in accordance with these provisions, the draft and final versions of the I3N IAS Database in Uruguay in accordance with Articles 1.1, 1.2, and 3.1 b and c, above;

- e. Cooperate fully with the representatives that GS/OAS or the Bank designates in writing, including representatives of the I3N CI as these are defined in Section 1.02. (a) of Annex I to this Agreement, to carry out periodic oversight of the Project and to perform such Project evaluations as GS/OAS or the Bank may be deemed necessary. To this end, the Institution shall allow such persons free access to the premises on which the Project is being executed and to all property, staff, and technical and financial documents pertaining to the Project;
- f. Maintain an accounting system, including records and accounts in accordance with generally accepted accounting principles, and a financial management system adequate to reflect its progress and financial condition and to register separately the operations, resources and expenditures related to the Project;
- g. Keep income and expense vouchers and/or supporting documents for the accounting records of the transactions made with the Project funds for a period of five years after the Agreement is completed;
- h. Reimburse any funds contributed by GS/OAS under this Agreement that are unused not later than 60 days after the termination date of this Agreement. This amount shall be reimbursed by means of a remittance in United States dollars, payable to GS/OAS; and
- i. In the event that GS/OAS proposes to conduct an audit of the Project funds contributed by GS/OAS during the effective period of this Agreement and/or within three years after the date of completion of the Project, the Institution shall facilitate to GS/OAS representatives such information on financial or operational matters or financial records related to the Project as may be requested and shall allow full, free, and unrestricted access to the functions, activities, operations, records, property, and staff of the Institution, and to the relevant technical and financial documents.

5.2. GS/OAS shall:

- a. Allocate and disburse financial resources from the GEF Trust Fund Grant to the Institution to support the execution of the Project in accordance with Articles I and III of this Agreement; and

In collaboration with the IABIN Secretariat and the I3N CI, evaluate and monitor the technical-financial progress reports and the I3N IAS Database in Uruguay referred to in paragraph 5.1. d, above.

**ARTICLE VI**  
**FINANCIAL MANAGEMENT**

- 6.1. The Institution shall authorize one person to serve as the representative to request and receive payments under this Agreement. The Institution may revoke this authorization and designate another representative upon provision of written notification to DSD, accompanied by an original sample of the new representative's signature. Such notification must be received by DSD at least five (5) calendar

days prior to a request for payment by the Institution under its new representative's signature.

- 6.2. The Institution may place GS/OAS contributions under this Agreement in an interest-bearing account. Interest accrued on this account must be used for financing only the Project activities. Otherwise, the interest accrued herein must be returned to GS/OAS at the end of this Agreement.
- 6.3. If, at the written request of the Institution, a portion or all of the contributions under this Agreement are converted to or paid in a currency other than United States dollars, the Institution shall bear any losses resulting from exchange rate fluctuations.

## **ARTICLE VII** **WARRANTIES AND LIABILITIES**

- 7.1. The Institution shall release and hold harmless GS/OAS and its officers, employees and agents from any liability related to the Project, and shall indemnify GS/OAS for any suits, claims and damages resulting from activities related to the Project.
- 7.2. If, for any reason, a third party should file a claim against GS/OAS, either directly or through DSD, in relation to this Agreement and/or in relation to execution of the Project, the Institution shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. The Institution shall further be required to indemnify GS/OAS for any damages GS/OAS may suffer as a result of these third-party claims, including court costs and attorneys' fees, should these damages arise from failure or negligence on the part of the Institution or its agents to fully abide by terms of this Agreement.
- 7.3. GS/OAS may require the Institution to obtain insurance policies covering the risks associated with implementing this Agreement.
- 7.4. Except as otherwise stated in this Article VII, each Party shall be exclusively responsible for its own actions and omissions in relation to this Agreement.
- 7.5. In the event that the Institution is unable to continue with the execution of this Agreement, all products and materials including, but not limited to software, databases, website domains and their contents, files and hardware, and tools acquired or developed through the implementation of this Agreement shall be returned to GS/OAS in certified good and workable condition at no cost to the Director of DSD in Washington D.C. within 60 days.

## **ARTICLE VIII** **PUBLICATIONS AND OUTREACH ACTIVITIES**

- 8.1. Every document published and other outreach activities (e.g., presentations, interviews) in regard to the activities of the Institution in the execution of this Project shall recognize the role of IABIN and I3N, and shall include the IABIN and OAS

logos. Major publications could optionally include the logos of the City of Knowledge, GEF, and the Bank. At the same time, it shall be clearly stated therein that the opinions expressed in those documents are not necessarily the opinions of IABIN, the OAS, the GS/OAS, and/or any of their organs, officers, employees, and agents, or of the Bank or of OAS Member States.

#### **ARTICLE IX** **INTELLECTUAL PROPERTY RIGHTS**

- 9.1. The Institution shall retain title, copyright, patent, or other proprietary rights of their data and shall hereby grant to GS/OAS and IABIN a non-exclusive unlimited license at no cost, to the work and data digitized or complemented with the funds provided by GS/OAS under this Agreement, for a minimum of five years. All work shall comply with the IABIN access to information and intellectual property regulation found on [www.iabin.net](http://www.iabin.net).

#### **ARTICLE X** **DISPUTE RESOLUTION**

- 10.1. Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement which cannot be settled amicably by the Parties, shall be settled by arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Washington, D.C., United States of America, and the law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA. The language of the arbitration shall be English, unless the Parties mutually agree on another language. The court of arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono*, and its decision shall be final and binding.

#### **ARTICLE XI** **PRIVILEGES AND IMMUNITIES**

- 11.1 Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the OAS, GS/OAS, their personnel, and their goods under the laws of Uruguay, the United States of America or under international law.

#### **ARTICLE XII** **INSTITUTIONAL COORDINATION AND NOTICE**

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

Name:	Scott Vaughan
Title:	Director, Department of Sustainable Development
Address:	OAS General Secretariat Building

1889 F Street, N.W.  
Washington, D.C. 20006  
Tel: (202) 458-6248  
Fax: (202) 458-3560  
E-mail: [svaughan@oas.org](mailto:svaughan@oas.org)

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

Name: Dr. Julio Fernández  
Title: Decano de la Facultad de Ciencias  
Address: Iguá 4225. Montevideo  
Tel: 5982-5258618 / int 7150  
Fax: 5982-5258617  
E-mail: [Julio@fisica.edu.uy](mailto:Julio@fisica.edu.uy)

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

Name: Ernesto Brugnoli Olivera  
Title: Prof. Asistente de la Sección Oceanología  
Address: Iguá 4225. Montevideo  
Tel: 5982-5258618 / int 7150  
Fax: 5982-5258617  
E-mail: [ebo@fcien.edu.uy](mailto:ebo@fcien.edu.uy)

Name: Pablo Muniz Maciel  
Title: Prof. Asistente de la Sección Oceanología  
Address: Iguá 4225. Montevideo  
Tel: 5982-5258618 / int 7150  
Fax: 5982-5258617  
E-mail: [pmmaciel@fcien.edu.uy](mailto:pmmaciel@fcien.edu.uy)

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

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

- 13.1. The Parties may agree at any time to technical modifications, operational or fiduciary amendments, and extensions to closing dates. These actions will be effective once GS/OAS has expressed no objection and when the duly authorized representatives of both Parties have signed an Addendum to this Agreement as specified in Article 13.2, below.
- 13.2. With the prior no objection of GS/OAS, this Agreement may be modified by written amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.

13.2 OS/OAS may terminate this Agreement for justified reasons, by giving notice in writing to the Institution five (5) calendar days in advance of the termination date. The following shall be considered as justified reasons for termination: non-compliance by the Institution with any of its obligations assumed by it under this Agreement; the absence of irregularities in the management by the Institution of the contributions under this Agreement; the bankruptcy of the Institution; the non-receipt by OS/OAS of funding from the GEF Trust Fund Grant; and the need to safeguard the interests of the OAS and/or OS/OAS.

13.3 Either Party may terminate this Agreement because of unforeseen circumstances by giving written notice to the other Party (30) calendar days in advance of the termination date. Acts of God or cases of force majeure shall be considered as unforeseen circumstances, among others.

13.4 In the situations indicated in Article 13.3 above, the Institution may not contract any further obligations under this Agreement after the date of receipt of the termination notice. Moreover, Institution must submit a final narrative and financial report within a period not later than thirty (30) calendar days after receipt of the notification of termination.

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

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

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

FOR THE UNIVERSITY OF LA  
REPUBLICA ORIENTAL DEL  
URUGUAY

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES

Dr. Julio Fernandez  
Depto.  
Facultad de Ciencias

Scott Votaw  
Director  
Department of Sustainable Development

Date: 10 July 06  
Location: Montevideo, Uruguay

Date: 5/17/06  
Location: Washington D.C.





**List of Annexes:**

- Annex 1 – GEF Trust Fund Grant Agreement TF053526 “Building the Inter-American Biodiversity Information Network Project” effective on October 4, 2004 and its amendment dated January 27, 2006  
Separate PDF Document
- Annex 2 – Request for Proposals (Separate Word Document)
- Annex 3 – Operational Manual (Separate Word Document)
- Annex 4 – Proposal (Separate Word Document)
- Annex 5 – Guidelines for Project Implementation

## **Annex 5 –Guidelines for Project Implementation**

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

Steps to be followed:

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

(b) *Selection of Consultants*

Steps to be followed:

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

Eligible expenditures under this Agreement are:

- Consultants work within and/or outside of the Institution;
- Goods necessary to carry out the Project;
- Travel necessary to carry out the Project.

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

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

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

- Project objectives;
- Expected outputs and outcomes;
- Methodology employed and activities carried out;
- Results (in relation to objectives and expected outputs);
- Lessons learned, problems and possible solutions; and
- Parallel financing.

The following template can be used to report parallel financing:

Parallel Financing Reporting Form mm/yyyy -- mm/yyyy						
PLEASE PROVIDE INFORMATION ABOUT THE ACTIVITIES AND COSTS THAT YOUR INSTITUTION HAS FUNDED RELATED TO IABIN ACTIVITIES (DO NOT INCLUDE FUNDS PROVIDED BY IABIN)						
INFORMATION OF FINANCIER (SOURCE)						
		Academic ( )	NGO ( )	Government ( )	Multilateral Agencies ( )	Other ( )
INSTITUTION / ORGANIZATION NAME						
COUNTRY						
DEPARTMENT/OFFICE/OTHER						
AUTHORIZED PERSON NAME						
DATE						
<b>IMPORTANT:</b> The information reported in this form is the Institution/Organizations' responsibility, which will be filled together with the background documentation during project implementation, and are required that their records are available for review						
<b>02-Data Content Creation</b>						
<i>Support multilingual training, and provide technical leadership to IABIN countries as they develop data for access within the IABIN network (i) Consultants' Services to work on the catalogue and the six Thematic Networks (Specimens, Species, Ecosystems, Invasive Species, Pollinators and Protected Areas), (ii) Participation in Seminars and Workshops related to Component I (iii) Operating expenses</i>						
Units of Parallel Financing	ACTUAL				Description	
	# of Units	Cost per hour	Actual Semester	Period of the Project		
Technical Personnel Hours - Senior Level						
Technical Personnel Hours - Junior Level						
Equipment and supplies						
Physical Infrastructure						
Documents						
Number of professionals in Seminar n (cost/day)+(travel cost)						
Others (please detail)						
<b>Total</b>				<b>\$0</b>	<b>\$0</b>	

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

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