

AGREEMENT FOR SCIENTIFIC COLLABORATION AND THE TRANSFER OF FUNDS

References: ERANet-LAC PCA, A cooperative framework for building a common platform to serve biodiversity information at national level (CoopBioPlat)

Between:

Institut de Recherche pour le Développement, a publicly-owned scientific and technological institute with SIRET number 180006025 00159 and APE code 7219Z, whose registered office is located at 44 Boulevard de Dunkerque, Le Sextant, CS 90009, 13572 Marseille Cedex 02, France, represented by its Chief Executive Officer, Mr Jean-Paul Moatti;

Hereinafter referred to as the 'IRD',

Party of the first part,

And:

Agencia Estatal Consejo Superior de Investigaciones Científicas (CSIC) a publicly-owned scientific and technological institute with Spanish Tax Code Number Q2818002D and registered office at c/ Serrano 117, 28006, Madrid, Spain; Represented by Dr Jesús Muñoz Fuente, in his capacity as Director of Real Jardín Botánico of CSIC, acting on behalf of this State Agency, by virtue of the powers conferred to him by the Presidency of CSIC by Decision dated 12 July 2012, (published in the BOE (Spanish Official State Gazette) of 19 July 2012).;

Hereinafter referred to as 'the Beneficiary',

Party of the second part.

Having regard to:

- Grant Agreement No. 609484 signed on 11/07/2013 by the Institut de Recherche pour le Développement (IRD) and the DEUTSCHES ZENTRUM FUER LUFT UND RAUMFAHRT EV (DLR) for the European Project ERANet-LAC funded by the European Commission (hereinafter, the 'Sponsor');
- Call for Expression of Interest launched by IRD and CONICYT within the framework of the ERANet-LAC project in 2014.

Preamble:

Within the framework of the international cooperation activities of the 7th Framework Programme for Research and Development (FP7), the European Commission selected the ERANet-LAC project "*Network of the European Union, Latin America and the Caribbean Countries on Joint Innovation and Research Activities*" coordinated by the DEUTSCHES ZENTRUM FUER LUFT – UND RAUMFAHRT EV (DLR).

IRD

Resources Department – Legal Department

Among the activities of the ERANet-LAC project, a Call for expression of interest was launched in 2014 for Pilot Coordination Actions (PCA). The PCA is an innovative joint activity launched with the aim of promoting mutual opening and coordination of existing programmes and infrastructures willing to open their activities to EU and CELAC participation and/or build clusters. Technical and financial support is offered for the organization of strategic meetings aimed at defining common research agendas or a roadmap for mutual opening of programmes. The expected results will be achieved by building a feasibility plan with a financial strategy to support the signature and implementation of an agreement establishing a long-term cooperation framework between the involved institutions.

IRD having the responsibility for the distribution of the budget for PCA, the object of the present convention will consist in précising the rights and duties related to the Pilot Coordination Action framework for the beneficiary.

CONSEQUENTLY, THE PARTIES HAVE AGREED AS FOLLOWS:

Preliminary clause: Definitions

Words in the plural may be understood in the singular and *vice versa*. The Parties expressly agree that the following terms shall have the meaning ascribed to them below, when beginning with a capital letter:

Confidential Information: means, for the purposes of this agreement, any kind of information and/or data, in any format, that is disclosed by one Party to the other for the purposes of the Project, either in writing, verbally or by any method of disclosure chosen by the Parties, and which is clearly identified as confidential owing to a specific stipulation to that effect or, in the case of a verbal disclosure, by specific information provided by the disclosing Party that is confirmed in writing within five (5) days.

Results: means all of the information, knowledge, procedures and technologies, including know-how, software, biological equipment, drawings, chemicals and/or all other types of information, regardless of the medium on which it is stored, as well as all related rights, which result from the Work.

Manager: means, for each Party, the person responsible for the Project or the Work. He/she helps to define the Project and oversee the technical aspects.

1: Purpose

This agreement sets out the terms and conditions according to which the IRD shall transfer to the Beneficiary the funds allocated to it to carry out the work defined in connection with the following project of Pilot Coordination Action (hereinafter referred to as the 'Project'):

CoopBioPlat

The Beneficiary agrees to carry out, within the time limits stipulated in Clause 3 of this agreement, the work for which it is responsible in connection with the Project (hereinafter referred to as the 'Work'), a description of which is set out in Schedule 1 with detailed and updated information in Schedules 3 and 4 hereto.

The Beneficiary shall carry out the Work in direct collaboration with the other institutions involved in the Project, a list of which is included in the Description of the Project (Schedule

1). The Beneficiary agrees to implement all of its own scientific, academic and material resources and to allocate the financial aid obtained exclusively to the Work.

2: Coordination of the Project

The Manager assigned to work on the Project for the Beneficiary is:

- **Francisco Pando**
GBIF-Spain Coordination Unit
Real Jardín Botánico – CSIC
Claudio Moyano 1
28014 Madrid, Spain
Contact: pando@gbif.es

In case of internal changes, the Beneficiary will inform the IRD and name a new Manager at the earliest opportunity to ensure the continuity of the Project.

The Beneficiary agrees to be accountable to the IRD so that the latter can fulfil its various obligations towards the Sponsor, particularly by preparing interim progress reports and the final Project report, and can notify the Sponsor of any problems encountered during performance of the Work.

The Manager assigned to supervision of the Project for the IRD is:

- **Ophélie Martinez**
Institut de Recherche pour le Développement,
44 Boulevard de Dunkerque, Le Sextant, CS 90009
13572 Marseille Cedex 02, France
Contact: pca@eranet-lac.eu

3: Effective date – Term

This agreement shall take effect on the date on which Work commences and the Beneficiary expenses are taken into account, which has been set for 02/05/2015 (T0).

It shall end when the Work has been completed, the IRD has approved the final report and all accounts between the Parties have been settled. The date on which the Work is to be completed and the final Work report is to be delivered has been set for 30/04/2016. As a result of the IRD's contractual obligations towards the Sponsor, this deadline cannot be extended.

4: Monitoring Work

Within a maximum period of sixty (60) days following the end of each physical meeting, the Beneficiary shall send the IRD an interim progress report, according to the following schedule:

- At 9th August 2015, progress report number 1
- At 1st February 2016, progress report number 2

The interim and final reports must demonstrate the progress towards the final objectives of the Project as exposed in the Schedule 1 (Description of the Project), and be consistent with Schedule 3 and 4 (Budget and Provisional schedule). The template will be provided by the Beneficiary in order to give flexibility according to the specificity of each funded Project. The template should include the following items:

- Statement of expenses (consistent with the information provided in Schedule 3)
- Sign-off sheets (consistent with the information provided in Schedule 4)
- General minutes of the meeting (backed up by the presentations, if relevant)
- Key elements of the final agreement to be signed

Each report must include the summary statement of expenses incurred by the Beneficiary and its Project partners, signed by the Beneficiary's legal representative and/or its accountant. This summary statement will be accompanied by corresponding invoices and receipts (originals or certified copies): flight and train tickets (boarding passes), taxi bills and public transport tickets, travel authorization form with corresponding hotel invoices and restaurant bills, catering receipts . Please refer to the Guide to Financial Issues relating to FP7 Indirect Actions – Version 18/03/2013 of the European Commission.

The order forms must mention the date, amounts as well as the name of the Project and the ERANet-LAC. The proofs of payment must mention the mandate number, date and means of payment.

The aforementioned intermediary reports and statements are to be sent by email to: pca@eranet-lac.eu. The IRD shall then forward them along with all of the Project Results to the Sponsor.

On the date on which the Work is to be completed, as mentioned in Clause 3, the documents must be sent to the IRD manager Ophélie Martinez at the address indicated above in Item 2 "Coordination of the Project" along with the final report containing details on the results obtained towards the signature of the final cooperation agreement between the partners involved in the PCA, as presented in the objectives of Schedule 1 to this agreement (Description of the Project).

The Beneficiary agrees to make available to the IRD and the Sponsor all original invoices and receipts corresponding to the expenses included in the summary statements, for up to 5 years after the end of the ERANet-LAC project, which means up to 31/03/2022 as required by the Sponsor.

The Beneficiary agrees for the Sponsor, or the IRD at the request of the Sponsor, to audit documents or carry out on-site audits and to facilitate the conduct of such audits, subject to at least five clear days' written notice. The expenses incurred in this respect shall be paid by the organisation that requested the audit.

5: Financial aid and payment terms

Provided that funds are effectively made available to the IRD, the latter agrees to grant the Beneficiary financial aid of up to fifteen thousand Euros (15,000€) according to the following schedule:

- The first payment, of nine thousand Euros (9,000 €) which correspond to 60% of 15,000 €, shall be made when this agreement is signed;
- The balance, of a maximum of six thousand Euros (6,000 €) which correspond to 40% of 15,000 €, shall be paid once the IRD has received and approved the final

Work report referred to in Clauses 3 and 4. The exact final amount will depend on the financial report provided to the IRD.

Payments shall be made in the name of the Beneficiary, to the bank account of which the details are attached as a schedule hereto (Schedule 2), upon reception of invoices sent by the Beneficiary to the IRD manager Ophélie Martinez at the address indicated above in Item 2 "Coordination of the Project".

If the Beneficiary fails to deliver the reports with the expense statements referred to above and in Clause 4, the IRD shall be released from its obligation to pay any financial aid.

The type and breakdown of expenses incurred must be consistent with the financial document attached hereto as Schedule 3. Reminder: the only eligible costs are the flight tickets, per diems and event costs as room rental if necessary.

6: Confidentiality

The information provided by the Beneficiary to the IRD that may be considered as Confidential Information must be clearly indicated as such in the reports by the Beneficiary preceded by "*Confidential Information*". Notwithstanding, the Confidential Information will be treated as indicated in Clause 6.

All the information provided by the Beneficiary to IRD, including Confidential Information, can be forwarded to the Sponsor in order to inform it about the work progress of the Pilot Coordination Actions.

IRD and the consortium members of the ERANet-LAC are allowed to communicate publicly on the results of the Call for Expression of Interest for the Pilot Coordination Actions in compliance with the necessary visibility gave to European funded activities. Notwithstanding, the Confidential Information will not be disclose publicly without the other Party's written agreement.

The Beneficiary is allowed and warmly encouraged to communicate about the ERANet-LAC contribution to this Project and initiative in its communication during the Project and in the future.

The commitments provided for in this clause shall remain in effect for the term of this agreement.

Confidential Information shall not be deemed to include information which the Party concerned can prove:

- it was already aware of on the date of its disclosure by the other Party;
- was published or provided or became public knowledge other than through a breach of this agreement; or
- was subsequently received from a third party authorised to disclose it.

Any request to depart from this confidentiality obligation shall be subject to the approval of the Managers referred to in Clause 2. However, the Parties may provide Confidential Information to third parties for the purposes of the Project or to assess their agents or programmes, provided that they have the third parties agree to abide by the same confidentiality conditions.

The Parties agree that the provisions of this clause shall not preclude the obligation imposed on those involved in the Project to prepare a periodic work report for the establishment for which they work, provided that this does not constitute a disclosure according to intellectual property law. Any report containing highly confidential information will be kept confidential.

7: Termination of agreement and repayment

Either Party may terminate this agreement by operation of law in the event that the other Party fails to fulfil one or more of the obligations set out herein.

The agreement will terminate two (2) months after formal notice, containing the grounds of the complaint, sent by the complainant to the defaulting Party by recorded delivery, unless within that time limit, the defaulting Party fulfils its obligations or provides proof of an impediment due to *force majeure*.

Exercising the right to terminate the agreement shall not exempt the defaulting Party from its contractual obligations until the date the agreement actually ends, without prejudice to the compensation to which the complainant might be entitled owing to the damage or loss potentially suffered on account of the agreement ending early.

Termination shall not release the Beneficiary from its obligation to carry out the Work and to deliver the relevant reports until the date the agreement ends.

The Sponsor, or the IRD at the request of the Sponsor, may demand the repayment of some or all of the funds paid in the event that the Partner breaches its obligations, particularly in the following cases:

- failure to provide the documents referred to in Clauses 4 and 5 above, or the provision of documents that are deemed unsatisfactory; or
- the hindrance of the audits provided for in Clause 4, or if an audit reveals that some or all of the financial aid received by the Beneficiary has been used for purposes other than the Project.

8: Governing law and disputes

The validity and interpretation of this agreement, as well as the performance hereof in the event of a dispute, are governed by French law.

The Parties shall endeavour to settle any dispute amicably before referring the matter to a court. To this end, each Party's Manager and/or representative shall propose a conciliation solution.

If the dispute is not settled amicably within one (1) month of the date notice thereof is given by one Party to the other by letter sent by recorded delivery, the dispute shall be finally settled by the appropriate courts of the place where the defendant's registered office is located.

9: General provisions

9.1 Assignment

This agreement is entered into on a personal basis. Accordingly, neither Party may howsoever transfer the related rights or obligations without the prior consent of the other Party.

9.2 Severability

In the event that one or more provisions of this agreement are deemed to be invalid or held to be invalid pursuant to an applicable treaty, law or regulation, or following a final decision by an appropriate court, the other provisions hereof shall remain in full force and effect. The Parties shall promptly make the necessary changes while maintaining, to the extent possible, a balance between the rights and obligations of each Party, in accordance with the Parties' original intention when this agreement was signed.

10: Contractual documents

This agreement is comprised of this document and the following schedules:

- Schedule 1: Description of the Project
- Schedule 2: Beneficiary's bank details
- Schedule 3: Budget distribution of the Project
- Schedule 4: Provisional schedule of the Project

The Parties shall initial these schedules and represent that they are aware of the terms thereof.

Done in two originals,

In Marseille, on
On behalf of the IRD

Jean-Paul Moatti

Président-directeur général de l'IRD



In Madrid, on 22 april 2015
On behalf of the Beneficiary

Javier Diequez Uribeondo
P.O. Deputy Director for Research
Real Jardín Botánico, CSIC



Schedule 1: Description of the Project

The strategy of this PCA is to underpin a long term institutional collaboration agreement on tangible development, that serves as a blue print of the actual collaborations, in which the benefits and also the difficulties can be assessed on real experience, and taking into account in the agreements and long term cooperation plans.

Two interlinked streams of activities have been identified:

1. Agreement and plan development

	Activity	Objective	Outcome/ Milestone
1.1	Face-to-face meeting to define Agreement's objectives and cooperation plan	Review of current status of the partners regarding priorities, plans, resources and legal framework	<ul style="list-style-type: none"> • Agreement drafting team designated (2-3 people) (10/06/2015) • A collection of legal agreements from partners that can be used as a template (10/06/2015) • A table of partners objectives and constrains about serving biodiversity information on-line (10/06/2015) • A tentative "table of contents" for the Agreement (10/06/2015) • A tentative cooperation plan (10/06/2015)
1.2	On line discussion for draft agreement preparation	To produce a consensual first draft agreement	First draft agreement & cooperation plan (16/06/2015)
1.3	On-line review on lesson learnt from the collaborative ICT developments	To incorporate the elements that can add potential to the long term collaboration into the Agreement as well as to set measures to avoid problems identified	Second draft agreement & cooperation plan (22/09/2015)
1.4	Consultation with partner's legal advisers	To produce a solid and feasible basis for an Agreement	Third draft agreement & cooperation plan (21/10/2015)
1.5	On line discussion for draft agreement refinement	To produce a consensual final draft agreement	Text for Agreement on long-term cooperation on the topic of biodiversity information platform (16/10/2015)
1.6	Round of signatures	To produce a formal framework for institutional cooperation on specific objectives of common interest (development and maintenance of a biodiversity information platform)	Agreement (inc. cooperation plan) signed by partners (15/01/2016)

* specific legal consultation may occur at all agreement preparation activities

2. ICT developments

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This collaborative project is built on the works already made by the "Atlas of living Australia", project (ALA; <http://www.ala.org.au/>), the most advance biodiversity information platform in the world. ALA is an open source project, funded by the Australian Government. ALA is the Australian GBIF Node.

	Activity	Objective	Outcome/Milestone
2.1	Virtual meeting	Review of current state of development of the ALA project	Assessment and next steps document (17/06/2015)
2.2	Coordinated ICT developments	Advance on the common platform for serving biodiversity information	New code available in the code repository GitHub (22/06/2015)
2.3	"Hackathon"	Produce a sharable code for the common platform that integrates all developments made by the partnership	A coherent code for a biodiversity information platform in beta form A list of requirements for enhancing collaborative developments (4/012/2015)
2.4	Virtual meeting	Review of deployment of the platform among partners. Issue solving	Biodiversity information platform ready for wider distribution (31/01/2016)

Schedule 2: Beneficiary's bank details

Name of the account holder	REAL JARDÍN BOTÁNICO CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS
Bank name and branch	BANCO DE SANTANDER - Paseo de las Delicias n. 24
Bank address	Paseo de las Delicias n. 24, 28045 Madrid, Spain
SWIFT code	BSCHEMM
Account/IBAN number	ES10 0049 5105 6927 1014 7092

Schedule 3: Budget distribution of the Project

First meeting

Location: BUENOS AIRES

Provisional dates: June 8th, 9th and 10th (3 days)

Hosting institution: SNDB Argentina

Participants (institution and individual):

Please precise the person participating in the meeting. This information is provisional and could be changed during the project with notification to the PCA management team.

Institution	Individual	Position	Contact
CSIC – GBIF Spain	Francisco Pando	Program coordinator	pando@csic.es
MINCYT – SNDB Argentina	Silvia Nakano	Program coordinator	snakano@mincyt.gob.ar
SiBBR – GBIF Brazil	Luiz Gadelha	Program coordinator	lgadelha@lncc.br
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	María Auxiliadora Mora	Program coordinator	mmora@inbio.ac.cr
MNHN – GBIF France	Anne-Sophie Archambeau	Program coordinator	archambeau@gbif.fr
IICT – GBIF Portugal	Rui Figueira	Program coordinator	rui.figueira@iict.pt

Budget distribution:

Travels

Institution	Itinerary	Provisional costs (€)
CSIC – GBIF Spain	MADRID – BUENOS AIRES – MADRID	1560,89
SiBBR – GBIF Brazil	RÍO DE JANEIRO – BUENOS AIRES – RÍO DE JANEIRO	1002,65
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	SAN JOSÉ – BUENOS AIRES – SAN JOSÉ	1649,68
MNHN – GBIF France	PARIS – BUENOS AIRES – PARIS	1645,32
IICT – GBIF Portugal	LISBOA – BUENOS AIRES - LISBOA	1803,70
Total cost for travel		7662,24

Event costs (if relevant)

Institution	Type of costs (room rental, catering)	Provisional costs (€)
MINCY	Added cost	500,00
Total costs for travel		500,00

Final meeting

Location: MADRID

Provisional dates: December 1st, 2nd, 3rd and 4th (3.5 days)

Hosting institution: CSIC – GBIF Spain

Participants (institution and individual):

Please precise the person participating in the meeting. This information is provisional and could be changed during the project with notification to the PCA management team.

Institution	Individual	Position	Contact
CSIC – GBIF Spain	TBD	ICT developments	
MINCYT – SNDB Argentina	TBD	ICT developments	
SiBBR – GBIF Brazil	TBD	ICT developments	
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	TBD	ICT developments	
MNHN – GBIF France	TBD	ICT developments	
IICT – GBIF Portugal	TBD	ICT developments	

Budget distribution:

Travels

Institution	Itinerary	Provisional costs (€)
MINCYT – SNDB Argentina	BUENOS AIRES – MADRID – BUENOS AIRES	2198,84
SiBBR – GBIF Brazil	RÍO DE JANEIRO – MADRID – RÍO DE JANEIRO	1756,86
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	SAN JOSÉ – MADRID – SAN JOSÉ	2011,48
MNHN – GBIF France	PARIS – MADRID – PARIS	715,90
IICT – GBIF Portugal	LISBOA – MADRID - LISBOA	652,05
Total costs for travel		7335,13

Event costs (if relevant)

Institution	Type of costs (room rental, catering)	Provisional costs (€)
CSIC	Added cost	500,00
Total costs for travel		500,00

Schedule 4: Provisional schedule of the Project

First meeting

Location: BUENOS AIRES

Provisional dates: June 8th, 9th and 10th (3 days)

Hosting institution: SNDB Argentina

Participants (institution and individual):

Please precise the person participating in the meeting. This information is provisional and could be changed during the project with notification to the PCA management team.

Institution	Individual	Position	Contact
CSIC – GBIF Spain	Francisco Pando	Program coordinator	pando@csic.es
MINCYT – SNDB Argentina	Silvia Nakano	Program coordinator	snakano@mincyt.gob.ar
SiBBR – GBIF Brazil	Luiz Gadelha	Program coordinator	lgadelha@lncc.br
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	María Auxiliadora Mora	Program coordinator	mmora@inbio.ac.cr
MNHN – GBIF France	Anne-Sophie Archambeau	Program coordinator	archambeau@gbif.fr
IICT – GBIF Portugal	Rui Figueira	Program coordinator	rui.figueira@iict.pt

Objectives and expected results of the meeting:

Objective	Outcome/ Milestone
Review of current status of the partners regarding priorities, plans, resources and legal framework	<ul style="list-style-type: none"> • Agreement drafting team designated (2-3 people) (10/06/2015) • A collection of legal agreements from partners that can be used as a template (10/06/2015) • A table of partners objectives and constrains about serving biodiversity information on-line (10/06/2015) • A tentative "table of contents" for the Agreement (10/06/2015) • A tentative cooperation plan (10/06/2015)

Preliminary work for the meeting:

To collect partners' workable antecedents that could be used as templates for the expected outcomes.

To collect partner's legal documents to be taken into account for developing institutional multilateral agreements.

Final meeting

Location: MADRID

Provisional dates: December 1st, 2nd, 3rd and 4th (3.5 days)

Hosting institution: CSIC – GBIF Spain

Participants (institution and individual):

Please precise the person participating in the meeting. This information is provisional and could be changed during the project with notification to the PCA management team.

Institution	Individual	Position	Contact
CSIC – GBIF Spain	TBD	ICT developments	
MINCYT – SNDB Argentina	TBD	ICT developments	
SiBBR – GBIF Brazil	TBD	ICT developments	
Consortium of institutions (UCR, SINAC, CONAGEBIO, MNCR, OTS, INBio) – CRBio	TBD	ICT developments	
MNHN – GBIF France	TBD	ICT developments	
IICT – GBIF Portugal	TBD	ICT developments	

Objectives and expected results of the meeting:

Objective	Outcome/Milestone
Produce a sharable code for the common platform that integrates all developments made by the partnership	A coherent code for a biodiversity information platform in beta form A list of requirements for enhancing collaborative developments (4/012/2015)

Preliminary work for the meeting:

Objective	Outcome/Milestone
Review of current state of development of the ALA project	Assessment and next steps document (17/06/2015)
Advance on the common platform for serving biodiversity information	New code available in the code repository GitHub (22/06/2015)