



**Contract no. GBIFS/2008/WP Nodes/004
for “Mentoring activities between Colombia (mentee), Spain and The
Netherlands (mentors)”**

The Secretariat of the Global Biodiversity Information Facility, herein called “the GBIFS”,
Universitetsparken 15, DK-2100, Copenhagen Ø, Denmark, represented by Dr. Nicholas King,
Director on the one part

and

Instituto de Investigación de Recursos Biológicos “Alexander von Humboldt”, hereinafter
referred to as “the contractor” whose official address is Calle 28A # 15-09, Bogota D.C.,
Colombia, represented by Dr. Fernando Gast Harders,

have agreed as follows:

Article 1 - Subject

Under the framework of this contract, the contractor hereby undertakes, subject to the
conditions laid down in this contract and the annexes thereto, which form an integral part
thereof, the necessary mentoring activities to achieve the following objectives:

- To strengthen the capacity of the national scientific community in Colombia on data
management and data publication, based on the GBIF network.
- To strengthen capacities of the Colombian node on outreach issues and data management
strategies.
- To make the GBIF Colombian Node a data contributor to the GBIF network
- To initiate cooperation for data sharing of Dutch - Colombian research data on Colombian
biodiversity, including fundraising activities for a data recovery, data mobilisation and
data sharing project

A description of these objectives as well as the relevant activities, timelines and budget for this
mentoring are described in Annex 1, which forms an integral part of this contract.

Article 2 - Duration and limit

This contract is concluded for a period of nine months starting on 1st March 2008 and concluding
on 30th November 2008.

Article 3 - Budget and payment conditions

The contract is for an overall amount of EUR 16,000(121,210 DKK), which will be disbursed as
follows:

First instalment: EUR 8,000 (60,605 DKK) equivalent to a 50 % of the total at the time of signature of the contract.
Second instalment: EUR 4,800 (36,363 DKK) equivalent to a 30 % of the total on 15th June 2008.
Third instalment: EUR 3,200 (24,242h DKK) equivalent to a 20 % of the total after acceptance of the final report and delivery.

The second and third instalments are contingent upon acceptable progress reports on the achievements attained within a given time period as well as satisfactory financial report.

GBIFS may, after giving notice to the contractor, defer payment if the agreed services, products and functionalities are contested by the GBIFS. Where payment is so deferred, the GBIFS shall not be liable to pay interest or indemnities of any kind.

The contractor will be responsible to distribute the funds for this mentoring to the other involved parties (i.e. GBIF Spain and NIBIF) according to the budget included in the Mentoring Proposal (Annex 1 of this contract).

All requests for payment shall be sent to the following address:

Global Biodiversity Information Facility Secretariat
Universitetsparken 15
DK-2100 Copenhagen Ø
Denmark

Phone: + 45 35 32 14 70
Fax: + 45 35 32 14 80

Please make payments to:

Instituto de Investigación de Recursos Biológicos "Alexander von Humboldt"
Calle 28A # 15-09, Bogota D.C., Colombia

Banking information:

Name of account's holder: Instituto Alexander von Humboldt
Bank Name and Branch: Helm Bank Miami
Address: 1312 Sout Miami Avenue Miami, Florida 33130
Swift - ABA Code: 067011456
Account/IBAN Number: 1040091913

The payment will be transferred in DKK. Upon receipt of payment we kindly ask you to acknowledge receipt directly to our Financial Officer, Belinda Skeel at:

bskeel@gbif.org

Article 4 - General conditions and applicable law

This contract shall be subject to Danish Law.

Article 5 - Non-performance or delayed performance

Any of the obligations arising from this contract, and regardless of the consequences provided for under the law applicable hereto, the beneficiary shall forthwith inform the GBIFS, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken.

If no agreement can be reached concerning the delayed performance or/and the non-performance by the beneficiary the GBIFS may automatically terminate the contract without recourse to any legal proceedings, where no action is taken by the beneficiary within one month of receiving formal notice by registered letter.

Progress reports are to be presented by the contractor before payment of the "2nd and/or 3rd" instalments may proceed. For the last instalment, a financial report needs to accompany the final report. It is required that the financial report has been approved and signed by the Head Financial Officer responsible for the accounting. You may produce the financial report in any other currency than DKK; however it has to be clear with what exchange rate the money has been exchanged into another currency.

Article 6 - Administrative Provisions

Any amendments to this contract, the annexes thereto or the general terms and conditions applicable to contracts awarded by the GBIFS shall be the subject to a supplementary written agreement on the same terms as the contract; a verbal agreement shall not be binding on the contracting parties.

The reference number indicated on the first page of this contract as well as the subject of the contract mentioned in article 1 must be mentioned in all relevant reports. For all letters and financial documents with reference to the performance of this contract, only the reference number is compulsory.

Any communication with reference to the performance of this contract shall be in written form and shall be sent to the following address:

For the GBIFS:

- For administrative and financial matters, to the attention of Mr. Hugo von Linstow
- For technical aspects, to the attention of Juan Bello, Senior Programme Officer for Nodes

For the Contractor:

- For administrative, financial and technical matters for the attention of Mrs. Ximena Franco Villegas, Node Manager of GBIF Colombia

Article 7 - Intellectual Property Rights

The contractor agrees:

- "Add contents, if any"

Article 8 - Annexes

The annex of this contract is an integral part of the signed contract:

Annex I: Mentoring Application Form (see attached document).

Annex II: Addendum to the Mentoring Proposal (response to the questions posed by the evaluation panel)

THE PARTIES HEREBY EXECUTE THIS CONTRACT EFFECTIVE UPON THE DATE OF SIGNATURE.

For the Secretariat of the Global Biodiversity Information Facility (GBIFS)

Dr. Nicholas King
Executive Secretary

Date

For the Contractor

Dr. Fernando Gast Harders
Director, Instituto de Investigación de Recursos Biológicos “Alexander von Humboldt”

Date