



Bringing back the birds

COOPERATIVE GRANT AGREEMENT BETWEEN
COMISIÓN NACIONAL PARA EL CONOCIMIENTO Y USO DE LA BIODIVERSIDAD ACTING IN
ADMINISTRATIVE MATTERS THROUGH NACIONAL FINANCIERA FIDEICOMISO FONDO PARA LA
BIODIVERSIDAD
AND
AMERICAN BIRD CONSERVANCY

ABC AGREEMENT ID 1493F

ABC AGREEMENT TITLE Mexican National AZE Strategy Workshop

SUBRECIPIENT INFORMATION

NAME CONABIO/FFB

ADDRESS Comisión Nacional para el Conocimiento y Uso de la Biodiversidad,
 acting in administrative matters through
 Nacional Financiera Fideicomiso Fondo para la Biodiversidad,
 whose address is
 Liga Periférico - Insurgentes Sur, Núm. 4903, Col. Parques del
 Pedregal, Delegación Tlalpan, 14010, México City. México

SUB-RECIPIENT TYPE Foreign government through a Trustee

AGREEMENT PERIOD OF
PERFORMANCE March 28, 2018 to September 28, 2018

TOTAL
FUNDING Up to \$ 8,000

MATCH REQUIREMENT CONABIO will provide facilities and meeting rooms for the workshop.

This Cooperative Grant Agreement ("Agreement") is made and entered into as of March 28, 2018 by and between American Bird Conservancy ("ABC"), P.O. Box 249, 4249 Loudoun Avenue, The Plains, Virginia 20198, Federal Tax ID No. 52-1501259, and Comisión Nacional para el Conocimiento y Uso de la Biodiversidad, acting in administrative matters through Nacional Financiera Fideicomiso Fondo para la

Biodiversidad, ("CONABIO/FFB"), whose address is Liga Periférico - Insurgentes Sur, Núm. 4903, Col. Parques del Pedregal, Delegación Tlalpan, 14010, México City México, collectively "the Parties."

WHEREAS,

American Bird Conservancy (ABC) is a 501(c)(3), not-for profit organization whose mission is to conserve native birds and their habitats throughout the Americas, acting across the full spectrum of threats to birds to safeguard the rarest bird species, restore habitats, and reduce threats, unifying and strengthening the bird conservation movement; and

WHEREAS,

The Parties will jointly work on the activities described below ("the Project"), which are intended to organize and conduct a Mexican National AZE Strategy Workshop focusing on AZE implementation in Mexico and

WHEREAS,

CONABIO/FBB have the capacity to perform its duties under this Agreement and is willing to receive funds from ABC and expend them in support of the Project in accordance with the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each of them, the Parties agree as follows:

1. PROJECT ACTIVITIES

A. CONABIO/FBB will conduct the following Activities in support of the Project:

In collaboration with ABC, and as part of the GEF project *Alliance for Zero Extinction (AZE): Conserving Earth's Most Irreplaceable Sites for Endangered Biodiversity*,

- i. Plan and carry out a Mexican National AZE Strategy workshop. This workshop will focus on determining and planning for the implementation of a national-level strategy for the conservation of Mexico's AZE sites and species. The 2- to 3-day workshop will take place in Mexico City; and will include participants from federal and state government agencies and from non-governmental organizations.
- ii. Manage the funds provided by ABC to carry out the workshop.

B. ABC will conduct the following Activities in support of the Project:

- i. Provide funding to CONABIO/FBB in accordance with the schedule below.
- ii. Provide technical support and guidance as appropriate.
- iii. Manage donor relationships, including updates and submission of reports to donors.

2. PROJECT COORDINATION

- A. CONABIO/FBB's Project Coordinator for the Project is Dr. Patricia Koleff Osorio (pkoleff@conabio.gob.mx) assisted by Dr. Esther Quintero (esther.quintero@conabio.gob.mx). ABC's Project Coordinator for the Project is Amy Upgren (aupgren@abcbirds.org). The Parties agree to notify each other of any change in their Project Coordinator.

B. CONABIO/FBB shall cooperate under this Agreement only to ABC's Project Coordinator or his/her designee, as authorized in writing.

3. PROJECT WORK TIMELINE

The Period of Performance of this Agreement is March 28, 2018 to September 28, 2018. All funds must be expended within this period, unless otherwise modified or terminated in accordance with the Standard Provisions, below, which are incorporated herein. CONABIO/FBB may request an extension beyond this period in writing, which ABC in its sole discretion may grant or deny.

SCHEDULE	2018					
	Apr	May	Jun	Jul	Aug	Sep
CONABIO/FBB's Activities						
Plan Mexican National AZE Strategy workshop	X	X				
Finalize list of invitees	X	X				
Finalize workshop agenda and expectations	X					
Deliver the First Progress Report and the First Financial Report		X				
Finalize all pre-workshop tasks, including gap analysis, policy review, and logistics for the workshop		X	X			
Deliver the Second Progress Report and the Second Financial Report				X		
Hold Mexican National AZE Strategy workshop				X	X	
Compile and systematize workshop results					X	X
Send Financial Report and Final Workshop Report about significant outcomes and next steps					X	X

4. BUDGET LINE ITEMS

The total budget for this Agreement is up to USD \$8,000, to be expended to cover workshop costs not covered by match, which include but are not limited to:

1. Travel and per diem expenses for workshop participants who live out of the Mexico City area. CONABIO/FBB will provide a list of all participants who will receive funding from this Agreement prior to expending funds.
2. Preparation and printing of workshop materials;
3. Food and beverages during the workshop.

5. PAYMENTS AND REPORTING REQUIREMENTS

Transfers for this Cooperative Agreement are contingent upon CONABIO/FBB incurring allowed expenses during the execution of Project Activities, as outlined in Section 1, above. ABC shall make an initial transfer to CONABIO/FBB within 30 days of ABC's receipt from CONABIO/FBB of the signed Agreement. Subsequent transfers shall be made within 30 days of ABC's receipt and approval of Invoices, and satisfactory Progress Report and Financial Reports on the dates shown immediately below.

CONABIO/FBB shall submit Invoices on the schedule specified below. Each Invoice shall detail expenses incurred in the planning and execution of the workshop, per the Budget line items (Section 4) above, with copies of receipts for any significant expenses. CONABIO/FBB must maintain records to document all expenses. The original of all invoices issued by CONABIO/FBB to ABC shall be sent to the Project Coordinator, Amy Upgren at aupgren@abcbirds.org, with a copy sent to Kate Jordan at kjordan@abcbirds.org. ABC will make reasonable effort to make the transfer within 30 days of receipt of an invoice at the email addresses listed above, or at the address on page 1 of this Agreement.

To be satisfactory, Progress Report must address the progress of each Activity listed under Section 1 above; any problems encountered or issues that may influence future progress; further cooperative work, future funding needs, or and other ongoing issues; and include photographs for use by ABC, as appropriate.

Progress Reports and Financial Reports shall be given in writing to ABC's Project Coordinator, Amy Upgren at aupgren@abcbirds.org with a copy to Kate Jordan at kjordan@abcbirds.org. All Reports MUST reference ABC's Agreement number: #1493F.

Reports, Benchmarks, Invoices	Period Covered	Due date to ABC	Payment Amount (USD \$)
Signing of contract			\$ 3,000
First Progress Report and First Financial Report Invoice #1	Apr 2 - Apr 30	May 15, 2018	Based on actual expenses
Second Progress Report and Second Financial Report Invoice #2	May 1 - Jun 30	July 16, 2018	Based on actual expenses
Final Workshop Report Final Financial Report & Final Invoice	July 1 – Sep 28	Sep 28, 2018	Based on actual expenses

6. USE OF FUNDS AND CHANGED CIRCUMSTANCES

ABC shall transfer the funds only for activities that have been authorized herein. CONABIO/FBB may not use the funds provided under this Agreement for any purpose other than the Project unless written permission has been received from ABC. Any portion of the funds not used for the Project must be returned to ABC within three days of the termination of this Agreement. CONABIO/FBB must inform ABC as soon as possible of any changed circumstances that could reasonably be expected to impair the successful completion of the Project, including the loss of CONABIO/FBB personnel who are important to successful completion of the Project. CONABIO/FBB must also inform ABC as soon as possible if the grant funds cannot be expended in the time period set forth above.

7. ENTIRE AGREEMENT

This Agreement, including Attachment 1, which is incorporated herein, constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior written or oral agreements and understandings between the Parties. This Agreement may be amended only as agreed to in writing by the Parties.

8. AUTHORITY TO BIND

The undersigned signatories hereby represent that they have full authority to bind ABC and CONABIO/FBB, respectively, to the terms of this Agreement.

9. DISPUTES

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof.

The Parties agree that the arbitration award may be confirmed in a court of competent jurisdiction, and that neither Party will appeal the award or otherwise contest its confirmation. The Parties further agree that the prevailing party shall receive, as part of the award, its reasonable attorneys' fees and costs incurred in connection with the arbitration.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNATURES

For CONABIO/FBB:

For American Bird Conservancy:


Name José Aristeo Sarukhan Kermez

Title National Coordinator of CONABIO

Date 12/4/2018

Name Ana Luisa Guzmán y López Figueroa



Title Technical Secretary of FFB

Date 18/April/2018



Name Merrie S. Morrison

Title Vice President, Operations

Date 24/4/18



ATTACHMENT 1

STANDARD PROVISIONS

A. INDEPENDENT CONTRACTOR

This Cooperative Grant Agreement does not constitute an offer of or contract of employment. CONABIO/FBB is an independent organization and not an employee, servant, agent, partner or joint venturer of ABC. ABC is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes CONABIO/FBB. CONABIO/FBB is not entitled to receive any benefits which the employees of ABC are entitled to receive on account of their work for the ABC.

B. ACCESS TO RECORDS AND FINANCIAL REPORTING

ABC shall have the right, on reasonable notice, of timely and unrestricted access to any books, documents, papers, and other records of CONABIO/FBB pertinent to the Cooperative Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions.

CONABIO/FBB will maintain complete and accurate records containing all information required for verification of use of funds under this Agreement. CONABIO/FBB will provide ABC with expense reports detailing expenses according to the line item budget. Additionally, CONABIO/FBB will keep its financial files with payments' back-ups and supports, according to common, legal accounting practices.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by ABC upon the giving of thirty (30) days written notice to CONABIO/FBB. ABC shall not be liable for any services or expenses incurred after receipt of notice of termination. ABC may terminate this Agreement at any time for default by CONABIO/FBB.

D. COMPLIANCE WITH LAWS

CONABIO/FBB agrees to comply with all applicable national, regional, and municipal laws of CONABIO/FBB's home country, or country where work on the Project is taking place, in performing this work.

E. INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights in any products produced by the Parties using data produced or collected through the Project or by the joint efforts of both Parties will belong to both Parties, unless otherwise agreed in writing. The products' authors will receive their authorial credits.

F. PUBLICITY/DISSEMINATION OF RESULTS/ACCESS TO PUBLIC INFORMATION

- (a) The Parties accept that this Agreement and its results shall be public, except as expressly established in other terms by the legal dispositions of transparency in Mexico, and they will not need to acknowledge each other in any publicity about the Project, including press releases, media contacts, brochures, reports, studies, maps, signs, video and/or audio presentations, magazine and newspaper articles, peer-reviewed journal publications,



web pages, and any other public dissemination of information about the Project ("Project Publicity"), and to display each of the Parties' organizational logos where feasible and practical. CONABIO/FBB shall submit any proposed Project Publicity to ABC for its prior approval, which shall not be unreasonably withheld. All Project Publicity shall (1) give appropriate credit to ABC, reflecting ABC's level of involvement, (2) identify ABC's Website address and an ABC contact person, with telephone and e-mail information, and (3) if requested by ABC, identify Project donors.

- (b) CONABIO/FBB's Final workshop Report should include as many photographs as reasonably appropriate, preferably digital photographs in JPEG format at high resolution (5+ MP) and submitted on electronic media. Valuable photographs show habitat, birds in behavioral situations, people in action, preferably in a field situation, and all special events related to the Project. For each photograph, CONABIO/FBB shall provide the photograph subject, photographer name, date taken (mo/yr), and, if possible, the identity of any people appearing in the photograph. ABC may use all such photographs, with appropriate credit to the photographers, unless otherwise requested by CONABIO/FBB.
- (c) CONABIO/FBB agrees to provide a link to ABC on its website, and, at ABC's request, to include on its website a description of the Project, ABC's involvement in the Project, and ABC's logo.
- (d) ABC's logo is available in a variety of electronic formats. The ABC logo must be used in accordance with guidelines specified in the document, *ABC Logo Usage Guidelines*, which is available upon request. CONABIO/FBB will provide ABC with the opportunity to review and amend the use of ABC's logo prior to publication or distribution to third parties of any product in which the logo is used.

G. US EXECUTIVE ORDERS AND LAWS ON TERRORISM FINANCING

CONABIO/FBB commits to not make transactions with, and/or provision of resources and support to, individuals and organizations associated with terrorism.

H. NO COLLECTING

No payments made under this Agreement may be used for the collection or preparation of specimens.

I. USE AS MATCHING FUNDS

For up to two years from the termination of this Agreement, ABC may count the funding conveyed in this Agreement, as a "match" for purposes of ABC's efforts to secure another grant of funds that requires a "match." CONABIO/FBB may not count the funding conveyed in this Agreement, as a "match," except with ABC's prior written approval.