

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Agreement**"), effective July 12, 2018 ("**Effective Date**"), is by and between National Geographic Society ("**NGS**"), a District of Columbia nonprofit corporation with its principal place of business at 1145 17th Street NW, Washington, D.C 20036, and the National Commission for the Knowledge and Use of Biodiversity ("**CONABIO**") with offices at Liga Periférico-Insurgentes Sur No. 4903, Parques del Pedregal, Código Postal 14010, Delegación Tlalpan, Ciudad de Mexico, Mexico. **NGS** and **CONABIO** may be referred to individually as a **Party** or jointly as the **Parties**.

1. **Citizen Science Workshop.**

1.1 The Parties wish to formalize their collaboration with respect to a workshop on citizen science (the "Workshop"). The objectives of this Workshop are: (i) to learn about the state of citizen science in México and Latin America and hear about successful cases on this area; (ii) to promote citizen science as an important conservation mechanism in México and Latin America; (iii) using the Naturalista Network in México as a success case, explore the possibility of having a network of citizen science platforms in Latin America using the Naturalista platform.

1.2 The Workshop will be a closed event (by invitation only) with forty or more participants from twelve Latin American countries, members of the Naturalista Network in México, and staff members from CONABIO, NGS, iNaturalist and eBird. The Workshop will take place in Mexico City the 24th and 25th of September, 2018.

1.3 The Parties shall establish a group comprised of staff members from NGS, CONABIO and Naturalista, to define the content, logistics and final list of participants of the Workshop. The Parties shall mutually agree to all organizational aspects of the Workshop.

1.4 The Workshop will be jointly presented by NGS and CONABIO and both Parties' Mark and Institutional Image respectively (defined below) shall appear on the Workshop invitation, and materials prepared for the Workshop.

2. **Duration and Termination.**

2.1. The Agreement shall commence from the Effective Date and continue until September 30, 2018 (the "**Term**"). The Parties may mutually agree to extend the Term of this Agreement in writing.

2.2. Either Party may terminate this Agreement if the other Party fails to perform any of the material terms, conditions, agreements or covenants in this Agreement and such failure is not cured within thirty (30) days following receipt of a written notice from the non-breaching Party of such failure setting forth the steps needed to be taken to cure said breach.

2.3. Upon the expiration or termination of this Agreement, each Party shall immediately cease the use of the other Party's Logos and respective NGS and CONABIO Content in any manner.

3. **NGS Commitments**. For the Workshop, NGS shall:

3.1. Define and approve jointly with CONABIO, the content of the Workshop, the list of participants and agenda for the Workshop;

3.2. Choose the venue for the Workshop and manage the costs associated to the venue, simultaneous translation and lunch that will be provided during the two days of the Workshop for all the participants;

3.3. Except for the Naturalista Mexican participants, pay for the travel costs (air fee and hotel) of selected participants from twelve countries in Latin America (two participants per country);

3.4. Develop the templates for presentations that will be given at the Workshop and follow up with the participants to complete and collect their presentations prior to the Workshop;

3.5. Jointly with CONABIO create a final report on the findings, conclusions and recommendations of the Workshop;

3.6. Find and hire a facilitator for the Workshop.

4. **CONABIO Commitments**. For the Workshop, CONABIO shall:

4.1. Define and approve jointly with NGS, the content of the Workshop, the list of participants and agenda for the Workshop;

4.2. Select the 8 to 10 participants called Tutors of the Naturalista platform, who will be invited to the Workshop from the Naturalista Network in México and cover air fee and hotel costs associated with their attendance of and participation in the Workshop.

4.3. Prior to the Workshop, assist in the completion and collection of the presentations of the success cases that will be presented by the Naturalista members during the Workshop; and

4.4. Jointly with NGS create a final report on the findings, conclusions and recommendations of the Workshop.

5. **Trademarks and Institutional image**.

5.1. National Geographic is the sole and exclusive owner of the name National Geographic and the Yellow Border Design and other individual trademarks, service marks, trade names, trade dress and logos associated with National Geographic, and any variations thereof (the "**NG Marks**").

5.2. CONABIO is the sole and exclusive user of the name National Commission for the Knowledge and Use of Biodiversity and other logos associated with CONABIO (the "CONABIO's Institutional Image"). The NGS Marks and the CONABIO Institutional Image and their respective logos are together referred to as the "Logos".

5.3. Approvals. Each Party shall have the right to approve all uses of their respective Logos by the other Party, in advance of such use and in writing, per Section 6 below.


5.4. Neither Party will impugn, challenge or assist in any challenge to the validity of the other Party's Logos or, any registrations thereof, or the ownership thereof. Each Party will be solely responsible for taking such actions, as it deems reasonably appropriate to obtain trademark, service mark or copyright registration for its respective marks. All uses of or references to the Logos shall inure to the benefit of the respective owner, and all rights with respect to the Logos not specifically granted in this Agreement shall be and are hereby reserved to the respective owner.

6. **Grant of Rights.**

6.1.1. NGS grants to CONABIO for the duration of the Term, the limited, non-exclusive, royalty free, sub-licensable (through multiple tiers), worldwide right and license to reproduce, display, and distribute the "National Geographic" name and trademarks, in connection with the Workshop.

6.1.2. CONABIO grants to NGS for the duration of the Term, the limited, non-exclusive, royalty free, sub-licensable (through multiple tiers), worldwide right and license to reproduce, display, and distribute the "CONABIO" Institutional Image in connection with the Workshop.


7. **Public Relations and Communications.**

7.1. Neither Party shall make any public announcement about the Workshop without consulting and obtaining the approval of the other Party. 

8. **Warranties and Covenants.**

8.1. Each Party has the full right, power and authority to enter into this Agreement and to grant to the other Party all the rights herein stated to be granted.

9. **Indemnities.**

9.1. NGS shall indemnify and hold harmless CONABIO, its subsidiaries, affiliates and employees, agents, officers, directors, representatives, licensees, successors, heirs and assigns, from and against any and all third party claims, losses and expenses (including counsel fees and 

costs) that any of them may suffer or incur as a result of a breach of any representation, warranty or covenant made by NGS herein. NGS shall have the sole and exclusive right to undertake the defense and/or settlement of any such claim, provided that CONABIO may engage its own counsel at its cost and shall have the right to approve any settlement.

9.2. CONABIO shall indemnify and hold harmless NGS, its subsidiaries, affiliates and employees, agents, officers, directors, representatives, licensees, successors, heirs and assigns, from and against any and all third party claims, losses and expenses (including counsel fees and costs) that any of them may suffer or incur as a result of a breach of any representation, warranty or covenant made by NGS herein. CONABIO shall have the sole and exclusive right to undertake the defense and/or settlement of any such claim, provided that NGS may engage its own counsel at its cost and shall have the right to approve any settlement.

10. **Anti-Corruption, Anti-Bribery and General Legal Requirements.** CONABIO and NGS warrant and represent that they each shall at all times comply with all requirements set forth below:

10.1. CONABIO and NGS shall perform their respective roles and responsibilities under the Agreement in compliance with all applicable national, regional or local laws.

10.2. Neither CONABIO nor NGS, nor any of their respective officers, directors, employees, associates, subcontractors, representatives or agents (hereinafter "Persons"), shall, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribe, kickback, influence payment, or other unlawful or improper inducement, in whatever form (including cash, gifts, travel, entertainment, or anything else of value), to any public official, commercial counterparty, or any other recipient. AW

11. **Notices and Approvals.** The following are designated as representatives of the Parties. All notices or other documents required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, sent by a reputable private overnight delivery service or by certified or registered mail, charges prepaid, addressed as follows:

If to NGS: National Geographic Society
1145 17th Street, NW
Washington, DC 20036-4688

Attention: Dave Schacht
Vice President, International
Tel: (UK) +44 (0) 20342 67301 | (US) +1 (202) 807 3282
dschacht@ngs.org

Gael Almeida
Senior Director, International Latin America
Tel: +52 559138 6800 ext.6913
galmeida@ngs.org

Copy to: General Counsel, at the same address above

If to CONABIO: Dr. Carlos Enrique Galindo Leal,
General Director of Communication of Science

Liga Periférico-Insurgentes Sur No. 4903,
Parques del Pedregal, Código Postal 14010, Delegación Tlalpan,
Ciudad de México
Tel: cgalindo@conabio.gob.mx
Email: (555) 5004 4973

For the purpose of securing consents or approvals hereunder, the Parties may rely upon email or fax transmittal, effective upon receipt of email or fax confirmation. Consent or approval shall be deemed to have been given unless notice of disapproval or lack of consent is given in writing to the requesting Party within seven (7) calendar days of confirmed delivery by the requesting Party of its request for consent or approval to the other Party. Consent or approval shall not be unreasonably withheld or delayed.

Any Party may at any time change the name and addresses of persons to whom all notices or other documents are required to be given under this Agreement by providing written notice of such change to the other Parties.

12. **Dispute Resolution.** Any dispute arising out of or in connection with- this Agreement will be settled by amicable negotiation between the Parties and as set out in the Collaboration Agreement. If the Parties are unable to negotiate an amicable settlement, arbitration shall be undertaken in accordance with UNCITRAL Arbitration Rules. Arbitration will be conducted in English and in Washington, D.C. The Parties agree to one arbitrator. N

13. **General.**

13.1. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of each Party and their respective successors and assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party except to an Affiliate owned and controlled by the assigning Party.

13.2. **Relationship of Parties.** This Agreement does not constitute any partnership or joint venture between the Parties, and neither will have any right to bind the other to any obligations, except as may be specifically stated herein.

13.3. **Complete Agreement.** This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. Captions and paragraph headings are for convenience only.

13.4. **Binding Nature of Agreement; Amendments.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns and may not be changed or modified except in writing, duly

Execution Final

signed by the Parties hereto. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties relating to the subject matter hereof, and its terms may not be altered except by written instrument signed by both Parties.

13.5. **Survival.** Sections 5 (Trademarks and Institutional image), 8 (Warranties and Covenants), 9 (Indemnities), 11 (Notices and Approvals), 12 (Dispute Resolution) shall survive the termination of this Agreement.

14. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if all of the Parties had signed the same document. In place of the transmittal of original documents, and where permitted by applicable law, such executions may be transmitted to the other Parties by facsimile, portable document format (pdf) or similar electronic image-based format (collectively, "Facsimile") and such Facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or Facsimile executions or a combination, shall be construed together and shall constitute one and the same agreement. No Party will repudiate the meaning of an electronic signature(s) or claim an electronic signature(s) is not legally binding.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the date first above written.

NATIONAL GEOGRAPHIC SOCIETY



By: Dave Schacht, Vice President
International, NGS

Date: 7/12/2018



By: Michael J. Cole, Senior Vice President,
Controller and Assistant Secretary *Theresa Wood*

Date: 7/16/2018

NATIONAL COMMISSION FOR THE
KNOWLEDGE AND USE OF
BIODIVERSITY


By: José Aristeo Sarukhán Kermez,
National Coordinator CONABIO

Date: 30/7/2018