

**GENERAL COLLABORATION AGREEMENT BETWEEN  
THE OCEAN FOUNDATION AND THE COMISIÓN NACIONAL PARA EL  
CONOCIMIENTO Y USO DE LA BIODIVERSIDAD**

The Ocean Foundation (hereinafter referred to as "TOF") is an international, public non-profit, IRC §501 (c)(3) charitable organization incorporated under the laws of the State of California, with its headquarters at 1320 19th Street NW, Suite 500, Washington DC, 20036. United States of America.

Comisión Nacional para el Conocimiento y Uso de la Biodiversidad (hereinafter referred to as "CONABIO") is a permanent interdepartmental commission of the government of Mexico, with head office located at Liga Periférico-Insurgentes Sur No. 4903, Colonia Parques del Pedregal, Alcaldía de Tlalpan, 14010, Ciudad de México, México.

Herein refer to jointly and severally as the "Parties" and "Party", as the context may reasonably indicate or require.

**RECOGNIZING THAT:**

- a) The mission of "TOF" is to support, strengthen, and promote those organizations dedicated to reversing the trend of destruction of ocean environments around the world.
- b) The mission of "CONABIO" is to promote, coordinate, support and carry out activities aimed at increasing knowledge of biodiversity and its conservation and sustainable use for the benefit of society; and
- c) The Parties acknowledge the benefits that each may derive from their collaboration hereunder towards the fulfilment of their respective missions.

**"THE PARTIES" AGREE TO COLLABORATE UNDER THE FOLLOWING TERMS:**

**OBJECTIVE**

The purpose of this General Collaboration Agreement is to establish the basis by which "THE PARTIES" will collaborate to carry out actions in the area of human and institutional capacity building, as well as the transfer of information and technology for the generation of knowledge about biodiversity and oceanographic processes in the Mexican seas, in a context of climate change and variability.

In order to achieve the purpose of this Agreement, "THE PARTIES" agree that to the extent of their abilities, to an enunciative, but not limited, method for the performance of the collaborative actions:



- a) Conservation of the Gulf of Mexico, the Caribbean Sea, the Tropical northeastern Pacific and in particular of the Exclusive Economic Zone of Mexico;
- b) Developing of In-situ and satellite monitoring system: in-situ database of marine biodiversity with associated abiotic parameters and satellite ocean products;
- c) Indicators of ecosystem health;
- d) Ecosystem assessment and early warning systems for decision making;
- e) Developing of Geospatial tools and numerical modeling and analysis of trends in the observed climate and climate change scenarios; and
- f) Exchange of information

The Parties undertake to subscribe the Specific Collaborations Agreements that are necessary to establish the commitments derived from the collaboration actions indicated in the previous clause, having to establish the detail of the activities, the commitments of each of the Parties and the allocation of the resources that will be destined for their execution. Likewise, the Parties agree that in the specific agreements that imply commitments of economic or material resources in charge of "LA CONABIO", it will also subscribe, in its support, its Trust Fund for Biodiversity.

The participants recognize that for the implementation of the cooperation activities under this Agreement, they may, by mutual consent, invite to other governmental and non-governmental and academic institutions, and any other stakeholder that they consider adequate for the development of the specific project in question.

## PRINCIPLES OF COLLABORATION

1. The Parties will support each other in working toward the achievement of the Objective and the fulfilment of their respective missions, by building on elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of efforts.

2. To ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the Objective of this Agreement, the Parties undertake actively to support each other in the performance of agreed tasks, activities and to take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.

The following persons have been named to supervise the commitments acquired by the Parties involved and to agree upon other aspects related to the PROJECT throughout its development:

On behalf of "TOF", the President **Mark J. Spalding**, will act as the responsible.

On behalf of "CONABIO", the General Director of the Department of Geomatics Dr. **Rainer Andreas Ressler**, will act as the responsible.

### **INTELLECTUAL PROPERTY**

The Parties agree that all rights concerning the results from the Specific Collaboration Agreement will correspond to "TOF" and "CONABIO", who will be able to use them, create derived works and make them available to the public as each sees fit, without exclusivity and duly crediting the authors.

### **MODIFICATIONS**

This Agreement will only be able to be modified by mutual agreement between the Parties.

### **INDEMNIFICATION**

The Parties shall indemnify, hold and save harmless and defend at its own expense to its counterpart, their officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts, omissions, negligence or misconduct of other Party or its officers, agents, servants, representatives or employees, in the performance of this Agreement. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices. The obligations under this paragraph do not lapse upon termination of this Agreement.

### **TERM**

This Agreement shall be deemed to be effective from the date of its signature by both Parties and will be in force until the fulfillment of all the commitments established in the instruments that derive from it.

### **Force Majeure**

Force Majeure as used herein shall mean acts laws or regulations, industrial disturbances, civil disturbances, explosions and any other similar event of equivalent force not caused by nor within the control of other Party and which neither Party is able to overcome. As soon as possible after the occurrence of any event constituting Force Majeure, and if any of the Parties is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this General Collaboration Agreement, shall give notice and full particulars thereof in writing to the other Party. In this event, the following provisions shall apply:

(a) The obligations and responsibilities under this Agreement shall be suspended to the extent of its inability to perform them and for as long as such inability continues; and

(b) If any of the Parties is rendered permanently unable, wholly or in part, by reason of Force Majeure, to perform its obligations and meet its responsibilities under this Collaboration Agreement, "CONABIO" or "TOF" shall have the right to terminate this Agreement.

**NO AGENCY**

No legal partnership or agency is established by this Collaboration Agreement. Neither Party is authorized or empowered to act as an agent, employee, or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.

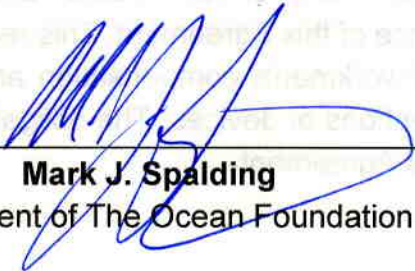
**AMICABLE SETTLEMENT:**

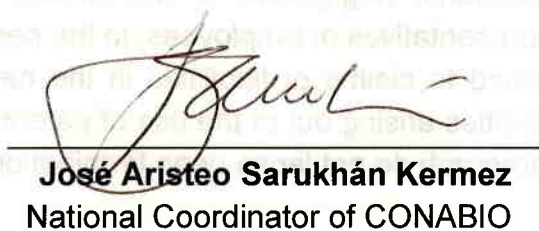
The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof.

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement, in the English language in two (2) counterparts.

**On behalf of TOF**

**On behalf of CONABIO**

  
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**Mark J. Spalding**  
President of The Ocean Foundation

  
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**José Aristeo Sarukhán Kermez**  
National Coordinator of CONABIO

Date: 20 Feb/19

Date: Feb. 20/2019



