

iNATURALIST MEMBER AGREEMENT

This iNaturalist Member Agreement (this "Agreement") is made on this 22nd day of April, 2019 (the "Effective Date"), by and between the **Comisión Nacional para el Conocimiento y Uso de la Biodiversidad** (National Commission for the Knowledge and Use of Biodiversity), a permanent inter-ministerial commission of the Federal Mexican government ("CONABIO" and/or "Member"), the **California Academy of Sciences**, a U.S. 501(c)(3) California non-profit public benefit corporation (the "Academy"), and the **National Geographic Society**, a 501(c)(3) District of Columbia non-profit corporation ("National Geographic"). The Academy, National Geographic, and CONABIO may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

BACKGROUND

WHEREAS On September 5 of 2012, iNaturalist, LLC, and CONABIO, acting in administrative matters through Nacional Financiera Fideicomiso Fondo para la Biodiversidad (Biodiversity Trust Fund), subscribed an Agreement to establish the basis to set up a 'Citizen-Science Website' for CONABIO. Specifically, the website will be a customized instance of the iNaturalist software, that will be in Spanish, with customized CONABIO branding, and custom Ecosystem Observation functionality;

WHEREAS, On February 14 of 2014, iNaturalist, LLC, and CONABIO, acting in administrative matters through Nacional Financiera Fideicomiso Fondo para la Biodiversidad (Biodiversity Trust Fund), subscribed an Agreement to establish the basis to which iNaturalist had to carried out the Project. Said Project should have set the additional software for Citizen-Science;

WHEREAS On February 19 of 2015, iNaturalist, LCC, and CONABIO, acting in administrative matters through Nacional Financiera Fideicomiso Fondo para la Biodiversidad (Biodiversity Trust Fund), subscribed an Agreement to establish the bases to continue operating a customized, branded instance of the iNaturalist software connected as a gateway (the "Gateway") to the iNaturalist networked infrastructure maintained by the Academy (the "Network");

WHEREAS, the iNaturalist platform ("iNaturalist.org"), a jointly-owned program of the Academy and National Geographic (the "iNaturalist Program" or "iNaturalist"), is an online, non-commercial educational platform promoting a social network of people sharing biodiversity information to help each other learn about nature. It is also a crowdsourced species identification system and an organism occurrence recording tool; and

WHEREAS, CONABIO desires to operate a customized, branded, bi-lingual or multi-lingual instance as applicable, of the iNaturalist software connected as a gateway (the "México Gateway") to the iNaturalist networked infrastructure maintained by the Academy (the "Network") and by so-doing, to become a member of the iNaturalist Network; and

WHEREAS, the Academy and National Geographic, acting through their iNaturalist Program, wish to collaborate with CONABIO to facilitate its participation in the Network and operation of the México Gateway for the purpose of helping to build a global community of naturalists and maintain a secure and open repository of the community's observations:

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, agree as follows:

1. iNATURALIST NETWORK MEMBERSHIP.

Pursuant to the terms and conditions of this Agreement, CONABIO agrees to become a member of the iNaturalist Network, and to operate its México Gateway; and, as a Network Member, the Academy and National Geographic agree to grant CONABIO the following:

- (a) Access to Network shared infrastructure and participation in the iNaturalist Network Member Committee;
- (b) Access to private location data as detailed in Section 3(c) herein;
- (c) Access to the México Gateway user's contact information solely for the purposes of communications related to México Gateway; and

2. MEMBER RESPONSIBILITIES.

As a member of the iNaturalist Network, CONABIO agrees to:

- (a) Promote the México Gateway to members of the public, scientists, and educators within México in order to grow the number of users, observations, identifications, and species observed on and through México Gateway, and to benefit México's biodiversity by promoting research and applied use of data from México;
- (b) Secure and maintain a web domain for the México Gateway registered under CONABIO;
- (c) Obtain and maintain a Secure Sockets Layer (SSL) Certificate for the México Gateway website domain;
- (d) At the request of the iNaturalist Program, provide any assets and assistance as needed to customize, brand, translate, and otherwise localize the México Gateway, pursuant to the guidelines below. Should CONABIO decline to provide such assets as requested, the localization of the México Gateway will default to those displayed and found on iNaturalist.org;

1. Customization of the México Gateway, including the home page, footer, and wiki-style pages, must not interfere with the style or functionality of the iNaturalist platform beyond the areas being customized, including but not limited to the iNaturalist Privacy Policy (<https://www.inaturalist.org/pages/privacy>) and Terms of Service (<https://www.inaturalist.org/pages/terms>); and all branding and credits must be formatted pursuant to the terms in Section 8 herein.

2. Comply with all laws, rules and regulations of CONABIO'S jurisdiction, including all rules and regulations regarding the collection and use of personally identifiable information. CONABIO shall be responsible for any translations necessary under CONABIO'S jurisdiction and/or pursuant to GDPR compliance of the iNaturalist Privacy Policy and Terms of Service.

3. CONABIO custom home pages must not include iframes.

4. CONABIO custom content must not interfere with the style or functionality of the iNaturalist platform's header or footer, and customized footers must not interfere with anything outside the footer.

5. CONABIO'S content on the customized home page is subject to technical review and revision by the iNaturalist Program (allowing two (2) weeks prior to release or any major revision).

(e) Promote and model community behavior in accordance with the iNaturalist community guidelines (found at <https://www.inaturalist.org/pages/community+guidelines>) (such guidelines may be updated from time to time and without prior notice at the sole discretion of iNaturalist);

(f) Should CONABIO desire new entries or updates to the following types of data sets, CONABIO must take the primary responsibility for formatting these data sets for entry into iNaturalist platform:

1. Municipal and national protected area boundaries, only if the data is under CONABIO's possession;

2. National species checklists including presence/absence and native/introduced status;

3. National and sub-national conservation statuses;

4. Local common names for organisms names in the relevant languages.

(h) Serve on the iNaturalist Network Member Committee and correspond with Committee members in written and spoken English;

(i) Ensure the secure storage and responsible use of the data detailed in Section 3(c) herein and defined as "Secured Data," by:

1. Assessing the validity and appropriateness of data requests and their potential outcomes for research and conservation;

2. Convey in writing to México affiliates, their responsibility to also ensure the security of such data and not to expose it publicly in any way, or share or use it beyond its original intended purpose;

3. Document all instances of sharing Secured Data and the associated results; and

(j) Submit an annual report (on or before December 1 of each year of the Term) on México Gateway activities (to include all instances of sharing Secured Location Data and associated results), accomplishments, and challenges.

3. iNATURALIST RESPONSIBILITIES.

iNaturalist agrees to:

- (a) Assist in setting up the México Gateway connection to the Network, including but not limited to:
1. Configuring the México Gateway with the CONABIO logo, name and design created and provided by CONABIO on the domain secured by CONABIO;
 2. Configure the iPhone and Android applications' opening pages with design provided by CONABIO. The Parties will confirm the implementation date;
 3. Restrict the default geographic view of the México Gateway to the national boundary (excluding the Exclusive Economic Zone, hereafter "EEZ").
 4. Demonstrate how to search for observations from the EEZ.
- (b) Maintain the Network infrastructure on which the México Gateway depends;
- (c) Annually, on or before December 1 of each year of the Term, share the following data (the "Secured Data") securely with CONABIO and/or its affiliated organization(s):
1. Email addresses of users affiliated with the México Gateway;
 2. True coordinates of all observations observed within México (and México's Exclusive Economic Zone) that are automatically obscured by the iNaturalist software due to conservation status of associated taxa (as opposed to explicitly obscured by user-selected geoprivacy settings), regardless of user affiliation;
 3. True coordinates of all observations from users affiliated with the México Gateway that have user-selected geoprivacy settings other than "open".
- (d) Comply with all laws, rules and regulations of iNaturalist's jurisdiction, including all rules and regulations regarding the General Data Protection Regulation ("GDPR") and the collection and use of personally identifiable information/Secured Data through the iNaturalist Privacy Policy (<https://www.inaturalist.org/pages/privacy>) and Terms of Service (<https://www.inaturalist.org/pages/terms>).
- (e) Convene quarterly iNaturalist Network Member Committee meetings to help manage and grow the Network with new Network members, and to discuss and collaborate in good faith Network Member recommendations to iNaturalist; and
- (f) Recognize CONABIO'S status as a member of the Network on www.inaturalist.org and in other online platforms as applicable.

4. **TERM.**

This Agreement and Network Membership shall commence on the Effective Date and remain in effect for an Initial Term of three (3) years (the "Initial Term"). This Agreement and Network Membership shall renew automatically for consecutive one-year periods, unless

CONABIO notifies Academy and National Geographic, pursuant to Section 6 herein, of its intention to withdraw at least six (6) months prior to an annual renewal date, in which case by the renewal date, iNaturalist will provide CONABIO with a copy of all current database content for users affiliated with the México Gateway. The Academy and National Geographic will retain the right to all database content previously posted through the México Gateway.

5. TERMINATION.

iNaturalist or CONABIO may terminate this Agreement without cause upon giving six (6) months prior written notice thereof to the other Party (such notice to establish "CONABIO'S Termination Date" or "iNaturalist's Termination Date" as appropriate).

(a) Upon CONABIO'S termination of this Agreement and departure from the Network, CONABIO shall notify all users affiliated with CONABIO and México Gateway at least three (3) months prior to the Termination Date.

(b) Upon CONABIO'S Termination Date, iNaturalist will archive all data created by users affiliated with the México Gateway, including Secured Data, and deliver a copy of the archived data to CONABIO within thirty (30) days of Termination Date. México Gateway user affiliations will revert to general iNaturalist.org user affiliations, and all user data will not be deleted from www.iNaturalist.org, unless requested by a user when deleting their account.

(c) Upon iNaturalist's Termination Date, iNaturalist will archive all data created by users affiliated with the México Gateway, including Secured Data, and deliver a copy of the archived data to CONABIO within thirty (30) days of Termination Date.

(d) CONABIO shall, at its sole expense, redirect users attempting to access the closed México Gateway domain, to www.inaturalist.org (for continuity of links elsewhere online) for at least one (1) year following the Termination Date.

Upon termination by either Party, CONABIO will cease using the Academy and National Geographic intellectual property described in Section 8 below.

6. iNATURALIST SOFTWARE.

Any contributions made by either Party to the iNaturalist software will be licensed under the existing MIT open-source license used by the iNaturalist software (<https://github.com/inaturalist/inaturalist/blob/master/MIT-LICENSE>).

7. FORCE MAJEURE.

No Party to this Agreement shall be liable for any act, omission, failure, or delay to fulfill its obligations under this Agreement resulting from any cause beyond its reasonable control, including acts of God, strikes, terrorism, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, earthquakes or other disasters. In the event of Force Majeure, the Party who is unable to fulfill its obligations shall immediately notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of the failure and use all reasonable endeavors to avoid or remove the cause and perform its obligations as soon as possible.

8. INTELLECTUAL PROPERTY, BRANDING AND CREDIT.

CONABIO agrees to acknowledge membership in the iNaturalist Network on the México Gateway in the form of: "Member of the iNaturalist Network, a joint initiative of the California Academy of Sciences and the National Geographic Society" with a link to iNaturalist.org, its Privacy Policy and Terms of Service. Academy hereby grants CONABIO the rights to use the Academy and National Geographic trademarks iNATURALIST.ORG and the iNaturalist bird logo design (collectively, the "iNaturalist Trademarks") in connection with the México Gateway and with such acknowledgment. CONABIO agrees that all use of the iNaturalist Trademarks shall be for non-commercial purposes and pursuant to this Agreement and that all goodwill in the iNaturalist Trademarks shall inure solely to Academy and National Geographic. CONABIO agrees not to register or seek to register, or assist any third party to register or seek to register, the iNaturalist Trademarks or any trademarks that are similar to the iNaturalist Trademarks, or to take any action to oppose or challenge Academy's and National Geographic's rights in the iNaturalist Trademarks.

CONABIO has exclusive rights over configuration which includes the CONABIO Institutional images, and other settings specific to the México Gateway.

9. INDEMNIFICATION.

Each Party shall indemnify, defend, protect and hold harmless the other, its trustees, directors, officers, successors, assigns, agents and employees from any and all loss, damage, claims, actions and suits, including all costs, expenses and attorney fees incurred by the other Party in connection with or arising out of the Party's negligence or willful misconduct under this Agreement or in connection with the iNaturalist Network.

10. CONTACTS.

For www.iNaturalist.org Network:

Carrie E. Seltzer, Stakeholder Engagement Strategist
California Academy of Sciences
55 Music Concourse Drive
San Francisco, California 94118 USA
cseltzer@calacademy.org

with a copy to:

Scott Loarie, iNaturalist Co-Director, sloarie@calacademy.org
Ken-ichi Ueda, iNaturalist Co-Director, kueda@calacademy.org
SAME ADDRESS

For Notices to Academy:

Barbara D. Andrews, Legal Manager
California Academy of Sciences
55 Music Concourse Drive
San Francisco, California 94118 USA
legal@calacademy.org

For Notices to National Geographic:

Fabien Laurier, Vice President – National Geographic Labs
National Geographic Society
1145 17th Street, NW
Washington, DC 20036 USA
flaurier@ngs.org

with a copy to:

Kasie Coccaro, Senior Director, and
Jeanne M. Fink, Vice President and Senior Associate General Counsel
SAME ADDRESS

For CONABIO'S primary contact(s) for Network and Notices:

Dr. Carlos Enrique Galindo Leal
Director General de Comunicación de la Ciencia
Liga Periférico
Insurgentes Sur Núm. 4903
Col. Parques del Pedregal
Alcaldía Tlalpan, CP 14010
Ciudad de México, México
cgalindo@conabio.gob.mx

11. ASSIGNMENT.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Notwithstanding the foregoing sentence, however, this Agreement may not be assigned by a Party without the prior written consent of the other Party; provided, however, that in the event of the sale of all or substantially all of the stock, business or assets of a Party, this Agreement shall terminate as to that Party unless the other Party has given prior written consent to the sale and the proposed assignee agrees in writing to be bound by the terms of this Agreement.

12. GENERAL.


(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of California, excluding any conflict of laws provisions thereof. In all instances, the Parties shall exert earnest efforts to meet for a dialogue for the purpose of resolving any conflict or controversy that may arise between or among the Parties, by reason of or as a result of breach of any of the agreed upon terms and conditions of this Agreement, before resorting to judicial action. In any such dialogue, the Parties shall strive to give importance to the pursuit of enhancing international collaboration for the dissemination of biodiversity information for the mutual benefit of the Parties.

(b) Entire Agreement. This Agreement represents the entire understanding between the Parties with respect to the matters contained herein and, except as otherwise provided in this Agreement, it may be amended only by an instrument in writing signed by the Parties.

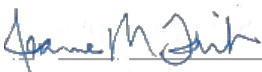
(c) No Partnership or Agency; Third Party Rights. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties hereto or be deemed to constitute either Party as an agent for the other Party for any purpose whatsoever. Each Party is an independent contractor and not an employee of the other Party. This Agreement is solely for the benefit of the Parties hereto and nothing herein, express or implied, shall be deemed to be for the benefit of any third Party or create any third Party rights or standing to sue.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written above.


CALIFORNIA ACADEMY OF SCIENCES

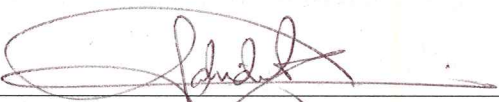
By: 
By: Mike McGee (Apr 30, 2019)
Name: Mike McGee
Title: CFO and Interim Executive Director
Date: Apr 30, 2019

NATIONAL GEOGRAPHIC SOCIETY

By: 
By: _____
Name: Jeanne M. Finke
Title: Vice President and Senior Associate
General Counsel
Date: Apr 30, 2019

**COMISIÓN NACIONAL PARA EL
CONOCIMIENTO Y USO DE LA
BIODIVERSIDAD**

By: 
By: _____
Name: Dr. José Aristeo Sarukhán Kermez
Title: Coordinador Nacional
Date: 22 / APRIL / 2019

By: 
By: _____
Name: Dr. Carlos Enrique Galindo Leal
Title: Director General de Comunicación de la
Ciencia
Date: 22 / APRIL / 2019