



CONABIO
COMISIÓN NACIONAL PARA
EL CONOCIMIENTO Y USO
DE LA BIODIVERSIDAD

**COLLABORATION AGREEMENT
BETWEEN**

NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION

AND

THE COMISIÓN NACIONAL PARA EL CONOCIMIENTO Y USO DE LA BIODIVERSIDAD

WHEREAS

The North American Invasive Species Management Association (hereinafter referred to as "NAISMA") is the Manager of the United States National Campaign for PlayCleanGo: Stop Invasive Species In Your Tracks® (hereinafter referred to as PCG);

NAISMA holds the rights to the registered service marks for the outreach campaign branded as PlayCleanGo: Stop Invasive Species In Your Tracks® (hereinafter referred to as PCG) which is registered with the United States Patent and Trademark Office;

The campaign is an education and outreach campaign for outdoor recreationists aimed at slowing or stopping the spread of terrestrial invasive species through changes in public behavior;

PCG is based on the concept of community based social marketing that utilize data-driven marketing techniques to change public behaviors affecting the common good;

The social marketing and broad use of the PCG brand assets in a manner consistent with PCG graphics standards are critical to the campaign's continued success.

The Comisión Nacional para el Conocimiento y Uso de la Biodiversidad (hereinafter referred to as "CONABIO") is a permanent interdepartmental commission of the Mexican government, with a head office located at Liga Periferico - Insurgentes Sur 4903, Colonia Parques del Pedregal, Alcaldía de Tlalpan, 14010, Mexico City, Mexico.

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 NAISMA is to support, promote, and empower invasive species prevention and management in North America; and
- 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

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Handwritten initials and a signature in blue ink.

- 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 objective of this Collaboration Agreement is to establish the basis according to which the Parties will carry out the project titled **“Campaign to prevent, control and eradicate invasive species”** (Campaña para prevenir, controlar y erradicar especies invasoras), hereafter called the PROJECT.

Specific objectives of the PROJECT

The Parties agree that the specific objectives of the project are as follows:

- a) Promote environmental education to prevent, control and eradicate invasive species.
- b) Promote the use of the PCG invasive species campaign across North America, including the United States of America, Canada, and Mexico.
- c) Promote the generation, compilation and distribution of information on invasive species.

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.

ROLES AND RESPONSIBILITIES OF THE PARTIES

A) CONABIO shall undertake:

- 1. Develop the outreach campaign in Spanish for Mexico and display it within its website for invasive species.
- 2. To collaborate with NAISMA for the PCG campaign in Mexico.
- 3. To provide one representative to NAISMA’s PCG Steering Committee, who will collaborate remotely from Mexico when requested.
- 4. To work closely with NAISMA during the development phase of the campaign to address the issues related to invasive species in Mexico.
- 5. To work closely with NAISMA to share information and provide mutual support in order to grow the invasive species campaign.

B) NAISMA shall undertake:

- 1. To coordinate the PCG campaign in the United States;
- 2. To collaborate with CONABIO for the PCG outreach campaign for Mexico.
- 3. To work closely with CONABIO to share information and provide mutual support in order to grow the invasive species campaign in North America.

Project Supervisors

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 NAISMA, the Executive Director, will act as the responsible party.

On behalf of CONABIO, the General Director of Analysis and Priorities will act as the responsible party.

Intellectual Property

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

License of use for the aforementioned outreach campaign branded as PlayCleanGo: Stop Invasive Species In Your Tracks®

NAISMA grants CONABIO- and Nacional Financiera Fideicomiso Fondo para la Biodiversidad, a non-exclusive, gratuitous, noncommercial, indeterminate, royalty-free license of use for the aforementioned outreach campaign (branded as PlayCleanGo: Stop Invasive Species In Your Tracks®) for their own use or to be used by third parties in Mexico, or other countries, for reproduction, publication, edition, public communication, including to set them in printed media, digital, electronics or other types as follows:

- a) CONABIO may use PCG brand assets in full compliance with the existing PCG standards and as a brand distinct, separate and equal to CONABIO's brand (i.e. not as a subordinate brand).
- b) CONABIO may develop new materials and make derivative works, as needed to address their needs, including translating existing PCG brand assets into other languages, including Spanish, working together to maintain the consistent look, feel and intent of the PCG graphic brand standards.
- c) CONABIO will make available these translations to NAISMA to be used in the United States.

NAISMA releases CONABIO of all present or future liability that may arise of cause of this current copyright license, and that may affect the interests of third persons.

Transparency, Advertising, Publicity, Names and Marks.

The Parties agree that this Agreement, the information and personal data contained herein be public and open to allow the CONABIO to be transparent with information related to its operations and activities it performs. This practice is in compliance with the CONABIO's policies related to accountability of the use of public and private resources with which it operates, as well as with principles of transparency, proactive transparency and open government policies outlined in legislation applicable to the subject area.

Assignment

The Parties shall not assign, transfer, pledge or make other disposition of the Collaboration Agreement or any part thereof or of any of other's Parties rights, claims or obligations under this Agreement except with the prior written consent of CONABIO or NAISMA.

Modifications

This Agreement can only be modified by mutual agreement between the Parties.

Term

This Agreement shall be deemed to be effective from the date of its signature by both Parties and until the products and final results hereby established are sent, and when NAISMA notifies CONABIO in writing that the PROJECT has been concluded.

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 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.
- (b) The term of this Collaboration Agreement shall be extended for a period equal to the period of suspension taking, however, into account any special conditions that may cause the time for completion of the PROJECT to be different from the period of suspension.
- (c) 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 NAISMA shall have the right to terminate this Agreement.

Dispute Resolution

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 NAISMA

On behalf of CONABIO


 Kelly Cooley
 NAISMA Board President


 José Aristeo Sarukhán Kermez,
 National Coordinator of CONABIO

Date: 11-03-2020

Date: 28-02-2020


 Belle Bergner
 NAISMA Executive Director


 Patricia Koleff Osorio
 General Director of Analysis and Priorities

Date: 18-6-2020

Date: 28-02-2020

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