

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Agreement**"), effective January 30, 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. **Exhibition Project and Other Projects.**

1.1. The Parties wish to formalize their collaboration with respect to the exhibition project entitled *Extinction Awareness*, (the "Exhibition"). The Exhibition shall consist of approximately 75 images, approximately eighty percent (80%) of which will be selected from the NGS image collection and approximately twenty percent (20%) of which will be selected from images from CONABIO's digital database. The Exhibition will also feature a title treatment, explanatory text panels, and a credit panel. The Exhibition will be co-hosted by NGS and CONABIO. The Exhibition will be displayed from February 16th, 2018 to April 15th, 2018 at the following outdoor venue: Avenida Paseo de la Reforma s/n, esquina con Gandhi, Código Postal 11580, Ciudad de México (the "Venue").

1.2. The Parties may determine during the Term, as defined below, to collaborate on other exhibition projects. The substance, terms and schedules of collaboration on any additional projects shall be memorialized in addenda to this Agreement.

If any further project implies economic commitments for CONABIO, Nacional Financiera Fideicomiso Fondo para la Biodiversidad will participate jointly with CONABIO in administrative matters.

1.3. The Parties shall establish an editorial committee comprised of staff members from NGS and CONABIO, as well the Exhibition curator engaged by NGS and other independent contractors involved in the Exhibition project. With the Exhibition curator taking the lead, the members of the editorial committee will work collaboratively to determine the theme, content, order and narrative of the Exhibition. The Parties shall mutually agree to all editorial aspects of the Exhibition.

2. **Duration and Termination.**

2.1. The Agreement shall commence from the Effective Date and continue for a period of one (1) year from the Effective Date (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 Exhibition, NGS shall:

3.1. Select and engage a curator who will be responsible curating the Exhibition and managing the production, printing and installation of the Exhibition at the Venue (the "Curator");

3.2. Provide editorial direction for the Exhibition;

3.3. Supply and decide jointly with CONABIO and the Curator the 80% (eighty percent) of images from the National Geographic image collection to be included in the Exhibition ("**NGS Content**") and pay for any necessary permission fees for the use of the NGS Content in the Exhibition and in the promotion and publicity of the Exhibition;

3.4. Assume and manage the costs associated with for the production, printing and installation of all images not to exceed USD 25,000 (twenty-five thousand US dollars); and

3.5. Make available the Curator for one press preview organized by CONABIO, and to lead a tour of the Exhibition during the NGS Board of Trustees meeting to be held in Mexico City in 2018.

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

4.1. Secure all permits and authorizations necessary for the installation and display of the Exhibition at the Venue;

4.2. Supply and decide jointly with NGS and the Curator on the selection of images, including 20% (twenty percent) which will consist of images from the CONABIO database ("**CONABIO Content**"), and pay for any necessary associated permission fees for the use of the CONABIO Content in the Exhibition and in the promotion and publicity of the Exhibition;

4.3. Consult jointly with NGS and Curator on the Exhibition's editorial direction, including tone and theme;

4.4. Promote the Exhibition in collaboration with NGS, including but not limited to through CONABIO's social media platforms, website and email lists;

4.5. Organize one press preview of the Exhibition.

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.

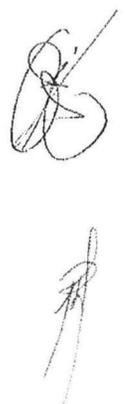
6. Grant of Rights.

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 Exhibition, and the marketing and promotion thereof.

6.1.2. NGS grants to CONABIO for the duration of the Term, the limited, non-exclusive, royalty free, sub-licensable, worldwide right and license to reproduce, display, and distribute the NGS Content in in connection with the marketing and promotion of the Exhibition, as set forth in Section 7 below.

6.1.3. 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 Exhibition, and promotion related to the Exhibition.

6.1.4. CONABIO grants to NGS for the duration of the Term, the limited, non-exclusive, royalty free, sub-licensable, worldwide right and license to reproduce, display, and



distribute the CONABIO Content in the Exhibition and in connection with the promotion related to the Exhibition.

7. Public Relations and Communications.

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

7.2. NGS will supply CONABIO with a press kit including photographs, a short press release, and background materials that may be used in preparing CONABIO's publicity materials for the Exhibition. NGS shall also supply its Branding Guidelines applicable to any use of the NGS name and logo on CONABIO's publicity materials.

7.3. All publications, notices, invitations, electronic media, advertising, and publicity materials regarding the Exhibition shall contain the logos of National Geographic and prominent acknowledgment that the Exhibition was organized by the National Geographic Society, by which all rights are reserved, in collaboration with CONABIO. The credit line will be:

"Our Battles Against Extinction" is organized and traveled by the National Geographic Society in collaboration with the National Commission for the Knowledge and Use of Biodiversity."

7.4. All press releases, invitations, advertisements, and other publicity/educational/electronic materials, intended to be released by either Party, must be jointly reviewed and approved in advance of production, printing, and distribution. Each Party agrees to submit materials to the other for approval and each party agrees to review such submitted materials within five (5) business days.

8. **Sponsorships.** NGS shall have the right to sell third party sponsorships, provided that NGS must obtain CONABIO's prior written approval before agreeing to, selling, or advertising any such sponsorship.

9. Warranties and Covenants.

9.1. 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;

9.2. All CONABIO Content prepared and/or furnished by CONABIO hereunder shall be wholly original to CONABIO or shall have been cleared for the uses contemplated hereunder, and such CONABIO Content and any publication thereof shall not be unlawful and does not and shall not defame or infringe or violate any personal, proprietary or other rights (including copyright, trademark or contract rights, moral rights or rights of privacy or publicity) of any Person. As used herein, "Person" shall include any natural person, firm or corporation or any group of individuals, firms or corporations, or any other entity.

9.3. All NGS Content prepared and/or furnished by NGS hereunder shall be wholly original to NGS or shall have been cleared for the uses contemplated hereunder, and such NGS Content and any publication thereof shall not be unlawful and does not and shall not defame or infringe or violate any personal, proprietary or other rights (including copyright, trademark, logos, Institutional Image or contract rights, moral rights or rights of privacy or publicity) of any Person. As used herein, "Person" shall include any natural person, firm or corporation or any group of individuals, firms or corporations, or any other entity.

10. Indemnities.

10.1. 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.

10.2. 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.

11. 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:

11.1. CONABIO has or shall duly obtain all licenses, permits and other governmental authorizations required by national, regional and local authorities in Mexico as necessary to perform CONABIO's role and responsibilities under the Agreement;

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

11.3. 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.

12. Notice and Approvals. 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
Exhibitions
1145 17th Street, NW
Washington, DC 20036-4688

Attention: Cynthia Doumbia
Tel: (202) 807-3110
cdoumbia@ngs.org

Copy to: General Counsel, at the same address above

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

13. 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.

14. General.

14.1. **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.

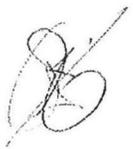
14.2. **Relationship of Parties.** This Agreement does not constitute any partnership or joint venture between the Parties, and neither will have any right to bind the other to any obligations, except as may be specifically stated herein.

14.3. **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.

14.4. **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 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.

14.5. **Survival.** Sections 5 (Trademarks and Institutional Image), 9 (Warranties and Covenants), 10 (Indemnities), 12 (Notices and Approvals), 13 (Dispute Resolution) shall survive the termination of this Agreement.

14.6. **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**

Kathryn Keane
By: Kathryn Keane, Vice President,
Exhibitions

Date: 2/7/18

**NATIONAL COMMISSION FOR THE
KNOWLEDGE AND USE OF BIODIVERSITY**

José Sarukhán Kermez
By: Dr. José Sarukhán Kermez, National
Coordinator CONABIO

Date: 2/2/18

