

Memorandum of Understanding
between
The Smithsonian Institution and Instituto de Pesquisas Ecológicas (IPE)

This Memorandum of Understanding (“MOU”), effective as of August 31, 2020 (“Effective Date”), is entered into by and between the Smithsonian Institution (“the Smithsonian”), a non-profit trust instrumentality of the United States created in 1846 by an act of the United States Congress, having its principal place of business at 1000 Jefferson Drive, SW, Washington, D.C. 20560, U.S.A., by and through Conservation Commons (CC) and Instituto de Pesquisas Ecológicas (IPE), a Brazilian identified as a non-profit and non-economic civil association of perpetual duration established on 21st of March of 1992, identification number 66.831.223/0001-09, having its principal place of business at Rod. Dom Pedro I, km 47, Nazaré Paulista, SP, Brazil, PO Box 47 - 12960-000. WJW

WHEREAS the Smithsonian was established for the “increase and diffusion of knowledge” and has established museums, research centers and programs dedicated to the understanding and preservation of humanity’s cultural heritage, the encouragement of contemporary cultural creativity, and the understanding and sustaining of the planet’s biodiversity. The Smithsonian Conservation Commons (CC) was established to apply the Smithsonian’s cultural and scientific expertise to achieve outcomes truly consequential to sustaining Earth’s biodiversity and ecosystems. CC catalyzes and incubates research and programming to effect conservation all over the world. Much of this work is organized around three key action areas: Working Land and Seascapes (WLS), Movement of Life, and Earth Optimism. WLS inspires action and to protect and restore ecosystems ranging from coral reefs to grasslands to tropical forests. Earth Optimism celebrates a change in focus from problem to solution, from a sense of loss to one of hope, in the dialogue about conservation and sustainability.

WHEREAS The IPE is one of Brazil’s largest environmental organizations, established to I) Promote science, education and sustainable business for the conservation of biodiversity; II) Promote, manage, coordinate, and carry out research projects and scientific studies that encourage the conservation of biological diversity and the sustainable management of ecosystems; III) Promote basic or applied research of scientific technological nature in the fields of biodiversity, conservation and environmental sustainability; IV) Render technical and science services related to conservation, environmental education and natural resources management; V) Maintain the School of Higher Education in Environmental Conservation and Sustainability – ESCAS, with calls rooms, dormitories and dining-hall; and VI) Encourage the development of new products, services or processes related to its objectives.

WHEREAS the Smithsonian has the legal authority to enter into this MOU pursuant to 20 U.S.C. §41 et seq., and IPE has the legal authority to enter into this MOU pursuant to Brazilian Civil Code, law number 10.406 from January 10th 2002 (identification number 66.831.223/0001-09).

WHEREAS both the Smithsonian and IPE share a common goal of advancing our conservation and sustainability through science, capacity-building, education, community outreach and applied conservation.

NOW, THEREFORE, the Smithsonian and IPE (collectively the “Parties”) agree as follows:

1. Areas of Collaboration

The Smithsonian and IPE will work collaboratively to:

- 1.1 Develop science and research to support the terrestrial conservation goals of Working Land and Seascapes (WLS), including the integration of social science into conservation to facilitate community and stakeholder inclusion.
- 1.2 Support applied terrestrial WLS projects
- 1.3 Explore scholarly exchanges for scientists, students, interns, and conservation practitioners between the two institutions, including the potential for trainings or research related visits.

WLS

The parties do not intend for this collaboration to include any legislative activity or other lobbying.

2. Responsibilities of the Parties

- 2.1 Conservation Commons agrees to:
 - 2.1.1 Work with IPE to advance WLS and other conservation programs in Brazil, as appropriate.
 - 2.1.2 Develop strategies for integrating social science as an integral component of future WLS projects.
 - 2.1.3 Identify and develop opportunities for scholarly exchanges, including access to Smithsonian collections and other research or training opportunities for IPE students.
 - 2.1.4 Identify and develop opportunities for developing joint curricula for capacity building and student training.
- 2.2 IPE agrees to:
 - 2.2.1 Assist CC to advance WLS and other conservation programs in Brazil, as appropriate.
 - 2.2.2 Assist CC with the development of strategies for integrating social science as an integral component of future WLS projects.
 - 2.2.3 Identify and develop opportunities for scholarly exchanges with CC.
 - 2.2.4 Identify and develop opportunities for IPE scientists to visit CC partners facilities (e.g., SCBI Front Royal) for mini sabbaticals to conduct research, analyze data, develop collaborations, etc.
 - 2.2.5 Identify and develop opportunities for developing joint curricula for capacity building and student training.

3. Implementation of Specific Projects

The Parties will enter into a separate written agreement for each specific initiative or project arising under this MOU that requires the commitment of funds and other resources from both Parties or otherwise necessitates binding written documents reflecting the Parties' mutual understanding in detail for planning, development and implementation of the project ("Project Agreement").

4. Funding

This MOU creates no financial obligation or commitment of staff or other resources on the part of either Party. All activities undertaken pursuant to this MOU shall be subject to available funding.

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5. Representatives

- 5.1 Institutional Representative. Each Party hereby designates an Institutional Representative who will have authority to execute, modify, and terminate this MOU and interpret the terms and conditions, as necessary. The Institutional Representatives for the respective Parties are as follows:

Smithsonian:

Smithsonian Representative: Ruth Stolk, Executive Director, Conservation Commons, 1000 Jefferson Drive SW, Washington, DC 20560, 202-633-9900. StolkR@si.edu.

IPE:

IPE Representative: Eduardo Ditt, PhD, Executive Director, Rod. Dom Pedro I, km 47, Nazaré Paulista, SP, Brazil, PO Box 47 - 12960-000, +55 11 35900041, eduditt@ipe.org.br

- 5.2 Project Liaison. Each Party hereby designates a Project Liaison who will be responsible for the oversight of the activities described herein and will be the point of contact for the day-to-day activities regarding the implementation of this MOU. The Project Liaison will serve as the primary point of contact for this MOU and to whom communications should be sent, unless otherwise specified in this MOU. The Project Liaison will not have authority to execute or terminate this MOU or amendments thereto. Each Project Agreement will also include a Project Liaison. The Project Liaisons for the respective Parties are as follows:

Smithsonian:

Peter Leimgruber, Research Biologist, Smithsonian National Zoological & Conservation Biology Institute, 3001 Connecticut Ave., NW Washington, DC 20008, 540-635-6589, leimgruberp@si.edu.

IPE:

Rafael Morais Chiaravalloti, Researcher, IPÊ – Institute of Ecological Research, Rod. Dom Pedro I, km 47, Nazaré Paulista, SP, Brazil, PO Box 47 - 12960-000, +55 11 35900041, chiaravalloti@ipe.org.br

- 5.3 Each Party reserves the right to substitute, with prior notice to and subject to approval of the other Party, the Institutional Representative or the Project Liaison.

6. Public Disclosure

Both Parties may disclose to the public the existence of this MOU and information with respect to activities and projects contemplated herein in accordance with their respective policies on the disclosure of information. Nothing in this MOU shall be deemed confidential.

7. Use of Names and Marks

Each Party may use the other Party's name and/or mark in announcing and otherwise promoting this collaboration or a specific Project Agreement, provided all language and phrases concerning or referring to the other Party shall be approved in writing in advance by the other Party. Andrea Santy, Director of Program Development, Smithsonian Conservation Commons, will be responsible for this review. Except as permitted under this paragraph, no Party shall refer to another Party or use the other Party's name, logo or trademarks in any manner or through any medium whether written, oral or visual for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation or fund raising, without the other Party's prior written approval.

8. Dissemination of Research/Intellectual Property

- 8.1 As a general principle, the Parties will encourage their staff to publish and otherwise disseminate all knowledge and information derived from research conducted under this MOU. For collaborative research projects initiated together, the Parties will freely share data, publications, and technical advice.
- 8.2 Each Party shall retain all rights, including copyright, in the intellectual property produced or contributed solely by its employees, agents, and contractors pursuant to this MOU. The Parties will cooperate in identifying intellectual property that is solely the work of one Party and that which is a product of a collaborative effort.

8.3 If the collaboration results in copyrightable subject matter, the Parties agree to jointly own the copyright, with the understanding that both Parties may freely use, copy or distribute, publish, and authorize others to use such materials, in all media now known or hereafter invented, for educational, non-commercial purposes, subject to providing credit to the other Party. The Parties shall not be required to share any revenues that may result from the use of these jointly owned materials.

9. Nondiscrimination

In the administration of this MOU or any Project Agreements, the Parties shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, disability, ethnicity, religion, or national origin.

10. Term and Renewal

This MOU shall commence on the Effective Date, first set forth above, and shall continue in effect for five (5) years unless terminated earlier in accordance with this MOU. The Parties may renew this MOU upon their mutual written consent.

11. Termination

Either Party may terminate this MOU for any reason prior to its expiration by providing thirty (30) days written notice of its intent to terminate to the Institutional Representative. This MOU also may be terminated at any time by mutual written agreement of the Parties. Termination of specific Project Agreements will be governed by the terms of the specific Project Agreement.

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12. Relationship of the Parties

Under no circumstances will this MOU be construed as creating or establishing any formal, legal, association, partnership, joint venture, principal/agent or master/servant relationship between the Parties. Each party is solely responsible for its own legal compliance, including that IPE shall not share personal information with the Smithsonian unless it has the necessary consent to do so.

13. Indemnification and Liability

To the extent authorized by law, each Party agrees to indemnify and hold the other Party harmless from any and all claims, liabilities, damages, judgments, settlements, and expenses (“Claims”) arising or related to this MOU or any project arising thereunder, except for Claims arising from a Party’s negligence or willful misconduct. Each Party is responsible for the acts, omissions, or negligence of its own officers, employees, agents and representatives acting within the scope of their employment in carrying out their respective responsibilities under this MOU.

14. Assignment

This MOU may not be assigned by either Party, except with the express written permission of the other Party's Institutional Representative.

15. Dispute Resolution

Any dispute arising under this MOU that cannot be resolved by the Project Liaisons will be resolved by good faith consultation or negotiation by the Institutional Representatives or their designees, or by any other way mutually agreed upon by the Parties.

16. Official Language

The official language of this MOU is English, which shall be the controlling language for all matters relating to the meaning or interpretation of this MOU.

17. Modification and Waivers

No variation, amendment, change, modification or waiver of any term, provision or condition of this MOU will be valid unless in writing and signed by the Institutional Representatives of both Parties.

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18. Force Majeure

The Parties acknowledge that this MOU or any project arising under it may be suspended or terminated due to an event of force majeure including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance, terrorism, act of God, state, local or national law, decrees or ordinance, or any executive or judicial order, or any other reason beyond the Parties' control. Each Party will notify the other Party as soon as it is aware of any event of force majeure which would delay or prevent the performance. In the event of a force majeure, the Parties will consult with each other to determine a revised timeline for performance or whether to terminate the MOU.

19. Entire Agreement

The terms and conditions herein constitute the entire agreement and understanding by and between the Parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.

20. Counterparts; Signature

This MOU may be executed in duplicate and each original shall be equally effective. Signatures on this MOU sent by facsimile or pdf are valid and binding as original signatures.

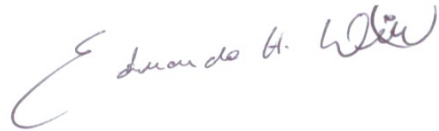
WE, THE UNDERSIGNED HAVE READ AND AGREE WITH THIS MOU:

**IPÊ – INSTITUTO DE PESQUISAS
ECOLÓGICAS**

THE SMITHSONIAN INSTITUTION

By:

By:



Eduardo Ditt
Executive Director

Ruth Stolk
Executive Director
Smithsonian Conservation Commons

Date: 27/August/2020

Date: 31 August 2020