

MEMORANDUM OF UNDERSTANDING

Between

*The Bernice P. Bishop Museum,
Conservation International,
Indo-Pacific Conservation Alliance, and
New Jersey School of Conservation*

**Regarding Collaboration on Research, Data Management and Training
focused on the Island of New Guinea**

This Memorandum of Understanding (“MOU”) dated 19 April 2006, is between the **Bernice P. Bishop Museum**, a Hawaii non-profit corporation (“Bishop Museum”), and **Conservation International** (“CI”), a public charity organized and existing under the laws of the State of California, **Indo-Pacific Conservation Alliance** (“IPCA”), a public charity existing under the laws of the District of Columbia, and the **New Jersey School of Conservation** (“NJSC”), of Montclair University.

WHEREAS, Bishop Museum, CI, IPCA, and NJSC (the “Parties”) have received grant funds for conservation-related work in New Guinea; and

WHEREAS, all Parties are committed to carrying out research, training, and conservation work in various sites on the island of New Guinea; and

WHEREAS, the Parties agree that collaboration on jointly-developed activities focused on New Guinea would create useful synergies;

NOW THEREFORE, the Parties set forth their understanding as follows:

1. Term of Agreement

Unless otherwise terminated in accordance with this MOU, this MOU shall be effective from the last date of execution noted below by a Party until replaced by a superceding agreement or the elapse of five years, whichever occurs first.

2. Purpose

In order to promote research on and conservation of native biodiversity and human traditional cultures and knowledge systems in the New Guinea region, the Parties agree to work collaboratively to develop a joint program, which may include the following:

- ◆ Global Advocacy for New Guinea, its Biodiversity, its Indigenous Peoples, and its Essential Ecosystem Processes
- ◆ Conservation of Biodiversity and Traditional Knowledge and Cultures
- ◆ Training the Next Generation through Participatory Survey and Study
- ◆ Promoting Knowledge of New Guinea Natural History and its Peoples

3. Relationship between the Parties

Nothing in this MOU shall be construed to create a relationship between the Parties of agency, partnership, or joint ventures, nor to render any party liable for any debts or obligations incurred by another. No party is authorized to make representations on behalf of another, or to bind another in any manner whatsoever.

4. Obligations of the Parties

- (a) The Parties will establish a clear leader/partner relationship for each specific activity.

- (b) Under this MOU, the Parties will work together in good faith to develop and assign program activities and responsibilities for individual projects, and to budget costs equitably between the four organizations. A mutually acceptable Plan of Operation will be agreed upon prior to implementation of each project or activity.
- (c) With regard to fund-raising, the Parties may seek funds individually or jointly, as deemed appropriate by each individual Party.

5. Costs

Each party shall bear its own cost in connection with implementation of activities or projects, unless otherwise agreed to in advance in writing. Any transfer of funds shall be made under separate written agreement.

6. Indemnification

Each party shall hold harmless and defend, at its own expense, the other party, its officers, directors, agents and/or employees, from and against all expenses, claims, demands, damages, injuries, cause of actions, and/or liability of any kind, including reasonable attorneys fees, caused by that Party's acts or omissions arising out of this MOU.

7. Modification

This MOU may be modified or amended only in writing, signed by all Parties.

8. Termination

This MOU may be terminated by either Party for any reason or no reason by providing 30 days written notice to the other Parties.

9. Counterparts; Facsimile Signatures.

This MOU may be executed by the Parties in counterparts. The counterparts executed by the Parties taken together shall constitute a single instrument. Facsimile signatures shall be deemed originals for all purposes.

Signatures of the parties to this MOU below indicate their agreement to abide by the terms and the spirit of this agreement.

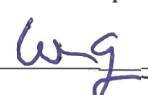
Conservation International

By: 

Title: V.P. Melmesii

Date: 5.5.06

Bernice P. Bishop Museum

By: 

Title: President & CEO

Date: 01 May 2006

Indo-Pacific Conservation Alliance

By: 

Title: Executive Director

Date: 28 April 2008

New Jersey School of Conservation

By: 

Title: Director

Date: May 31, 2006