

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
ECO-ALIANZA DE LORETO, A.C.

This Memorandum of Understanding (hereinafter the "MOU") is entered into this 3rd day of June, 2019 ("Effective Date"), by and between The Regents of the University of California, a California public corporation ("University"), on behalf of the University's Natural Reserve System ("UCNRS"), and Eco-Alianza de Loreto, A.C. ("Eco-Alianza"), a civil association (non-profit organization) in México. The University and Eco-Alianza are hereinafter sometimes referred to individually as the "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the UCNRS is a network of protected natural areas throughout California. Its 39 sites include more than 756,000 acres, making it the largest university-administered reserve system in the world. Most major state ecosystems are represented within the system. The UCNRS reserves also serve as a gateway to more than a million acres of public lands. Founded in 1965, the mission of the UCNRS is to contribute to the understanding and wise stewardship of the Earth and its natural systems by supporting university-level teaching, research, and public service at protected natural areas throughout California.

WHEREAS, the UCNRS plays a significant role in research projects that are of national and global significance by providing protected, landscape-scale locales, as well as support facilities, dedicated to research, these sites attract specialists in a wide diversity of fields.

WHEREAS, Eco-Alianza de Loreto, AC, is an internationally-recognized Mexican NGO actively fostering cooperative research and agreements through its network of partners, including formal, signed working agreements with the Bay of Loreto National Park (PNBL), the Mexican Secretary of the Environment and Natural Resources (SEMARNAT) through the National Commission of Protected Natural Areas (CONANP), the Universidad Autónoma de Baja California Sur, and the Municipality of Loreto.

WHEREAS, on August 31, 2016, an instrument of cooperation was signed between the United States National Park Service and the Ministry of the Environment and Natural Resources of the United Mexican States that declares a Sister Park Partnership initiative between National Park units of the United States and Natural Protected Areas of the United Mexican States, which includes the Channel Islands National Park (adjacent to the Santa Cruz Island Reserve, an NRS reserve) and the Bahía de Loreto National Park.

WHEREAS the historic town of Loreto, México, houses the headquarters of Eco-Alianza and is a gateway to the 510,000-acre Bay of Loreto National Park, which was declared a Ramsar site in 2004 and part of a UNESCO World Heritage Site in 2005.

WHEREAS Eco-Alianza supports research in a wide variety of the waters and islands of the Bay of Loreto National Park and the central Gulf of California, as well as the biologically diverse coastal, hyperarid desert, and mountain habitats of the central Baja Peninsula.

WHEREAS, the Parties share common interests and objectives in teaching, research and public service, and agree that it is mutually beneficial to engage in cooperative projects at their respective locales as such opportunities arise.

WHEREAS, the Parties desire to foster this cooperation through a "sister reserve" relationship as described in this MOU below and in the UCNRS Administrative Handbook.

NOW THEREFORE, the Parties agree as follows:

### **1. Statement of Purpose**

The Parties agree, to the extent practicable and within the legal limits of their respective governmental and institutional policies, to foster cooperative research and/or training programs, including but not limited to, investigating biological and ecosystem processes in marine, coastal, desert, and mountain habitats, as well as the causes and effects of climate change. This cooperation will be characterized as a "sister reserve" relationship.

The parties agree to promote the following activities within the scope of this MOU:

- (a) Cooperative research and/or training programs including, but not limited to, plant-soil-water relations, ecosystem monitoring and assessment, insular endemism, insular biogeography, dry-lands ecology, geomorphology, predictive modelling; and
- (b) Exchange of faculty, staff, and graduate students for research and training where funding for such activities becomes available.

The Parties further agree that:

- (c) Any such cooperative program, including, but not limited to, research proposals, as well as contracts, grants and subcontracts resulting therefrom, will be implemented in a separate written agreement and in accordance with the Parties' respective policies and procedures; and
- (d) Any exchange of faculty, staff, or students will be in accordance with the policies of their respective institutions and the visiting individuals shall adhere to the policies and procedures of the host institution.

### **2. Party Responsibilities**

The Parties will each be separately responsible for the oversight and implementation of this MOU within their respective organizations. Nothing in this MOU shall require the expenditure of funds, provision of services or resources, or the incurrence of any debt by either Party unless expressly agreed to in a separate writing signed by both Parties.

### **3. Notice**

Any notice required hereunder shall be in writing and shall be addressed as follows:

For Eco-Alianza:

The Executive President/CEO  
Eco-Alianza de Loreto, A.C.  
Miguel Hidalgo SN, Loc. 3  
Colonia Centro  
Loreto, B.C.S.  
México, C.P. 23880  
+52-613-135-1907

Board of Directors  
Eco-Alianza de Loreto, A.C.  
3419 Via Lido, Ste. 402  
Newport Beach, CA 92663  
U.S.A.  
+01-949-675-7480

For the University:

Executive Director  
Natural Reserve System  
University of California, Office of the President  
1111 Franklin Street, 6th Floor  
Oakland, CA 94607-5200  
U.S.A.  
Tel: +01-510-987-0143  
Fax: +01-510-763-2971

**4. Effective Period**

This MOU is effective upon the signature of both Parties and shall remain in effect for a period of five (5) years from the Effective Date above, unless it is amended and extended in accordance with Article 6 or earlier terminated in accordance with Article 7.

**5. Renewal and Amendments**

This MOU may be renewed, modified, and/or amended by written agreement between the Parties.

**6. Termination**

This MOU may be terminated by mutual agreement of the Parties or by either Party upon sixty (60) days written notice to the other Party.

**7. Execution in Counterparts**

This MOU may be executed in counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute one instrument.

**8. Entire Agreement**

This MOU constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed.

IN WITNESS WHEREOF, the Parties have executed this MOU the day and year first written above.

**ECO-ALIANZA DE LORETO, A.C.**

By:   
Hugo Quintero Maldonado  
Its: Executive President/CEO

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By:   
Michael Brown  
Its: Provost and Executive Vice President