12 YEARS
OF SUPPORTING CONSERVATION

Parque Nacional Bahía de Loreto
Sierra de la Giganta
Golfo de California
Loreto, Baja California Sur, México
Eco-Alianza de Loreto, A.C.

Eco-Alianza de Loreto, A.C.
September, 2019
Background and Overview

Millions of years ago, the Baja California peninsula broke off from the mainland of present-day Mexico creating the Gulf of California, also known as the Sea of Cortez. Today, over 2,000 miles of rugged coastlines, lagoons, rocky reefs and palm oases designate the region where the Baja desert meets the sea. Along with its remarkable biological diversity, the Baja peninsula is marked with unique cultural characteristics. Prior to the founding of the first Spanish mission of California in Loreto, the region was inhabited by seminomadic tribes, the Pericu and Cochimi, who lived in the lush canyons of the Sierras de la Giganta and Guadalupe, living off the ocean and desert.

Today, the region is at a crossroads. Thousands of hectares of coastal and desert habitats have been sold and developed over the past fifteen years, spurred by U.S. real estate prices and changes to Mexican law in the wake of the 1994 North American Free Trade Agreement (NAFTA), which encouraged foreign investment by making purchase of coastal land easier. Coupled with a growing population of retiring baby boomers entering the real estate market, former communal and private land is being transformed into resorts, private clubs, golf courses, marinas, and second homes.

This unprecedented rate of development poses threats to the region’s key assets which make it attractive today: biodiversity, recreation and scenic beauty. While development has created employment opportunities, it has also diminished the social fabric, quality of life and cultural heritage of communities. Thoughtful and strategic action and cooperation is needed from all sectors of society to make informed decisions.

Eco-Alianza de Loreto, A.C. believes the natural heritage of Baja California Sur and its surrounding waters are unique and must be preserved in a manner that provides for the well-being of its people. Our mission is to create healthy and vibrant communities by empowering civil society and government to protect and conserve our natural and cultural environment. We envision communities where active citizens believe their quality of life depends on the health and vitality of the environment and act accordingly.
We can achieve these ends through our formal partnerships between Parque Nacional Bahía de Loreto, Channel Islands National Park and the University of California Natural Reserve System. These partnerships will further conservation of coastal, marine and island habitats in the park, which are essential for creating sustainable communities.

**Loreto’s People and Culture**

Established more than 300 years ago, Loreto was the first capital of the Californias. Loreto sits between the foothills of the Sierra de la Giganta mountain range and the shores of the Gulf of California and Parque Nacional Bahía de Loreto. Its cultural heritage and historic past, together with the spectacular, yet fragile, landscapes and natural resources that surround it, make Loreto a unique community. In recognition of these values, the City of Loreto received the prestigious “Pueblo Mágico” designation, a national designation awarded to communities that have preserved their cultural traditions and natural capital.

Loreto’s rich architecture has been preserved throughout the town center, and Baja’s modern history, from Spanish colonization to the present time, can be seen throughout the community. In the sierras surrounding Loreto are cave paintings and other evidence of the region’s first people, predating Spanish missionaries by thousands of years. For 80 years, Loreto served as the first capital of Las Californias, from 1697 to 1777. The Camino Real de las Californias, the historical trail that linked California’s Spanish missions, originated in Loreto. Today, the heart of Baja’s ranchero culture remains present in the sierras and the region is home to an active and proud citizenry dedicated to preserving their past and building a sustainable future.

**Parque Nacional Bahía de Loreto (Loreto Bay National Park)**

Situated between the towering Sierra de la Giganta mountains and the stunning Gulf of California, Loreto is the proud gateway to one of México’s four national marine parks. The Bay of Loreto National Park (PNBL), comprises 510,000 acres, including five islands with more than 48 miles of coastline (29 times the size of Baja California Sur’s other national marine park, Cabo Pulmo).

Because of its importance as a critical wildlife refuge, PNBL was declared a Ramsar site in 2004, and its islands as part of a UNESCO World Heritage Site in 2005, providing permanent protection to the marine environment. The City of Loreto is the gateway com-
Community to the park and its economy depends in large part on the sea – the park represents food, jobs and related income from tourism.

Effective April 23, 2019, PNBL has operated under a new Park Management Plan, abrogating the 2002 version and making official the results of an extensive process that began more than 10 years ago, when numerous public hearings and participative processes in and around Loreto developed a community consensus.

Scientists, fishermen, tourist service providers, trained facilitators, conservationists, economists, and several nonprofit organizations and associations came together to conduct research and then create a plan that addressed major challenges — including degraded ecosystems, loss of biodiversity, loss of biomass, illegal fishing, and general disregard for Park rules.

Thousands of hours were spent in capacity and consensus building to design and facilitate a participatory process to review and revise the management program in the most effective and equitable way to help the Park’s natural resources sustain and recover. As Eco-Alianza Executive President Hugo Quintero recalls, “our objective restated after many public hearings was to restore biodiversity and fishing productivity with the management of marine recovery zones within and outside our Marine Protected Area.”

Conservation, fishery replenishment, and ecosystem recovery are the central tenets to the Plan, which allows for multiple uses, including artisanal and recreational fishing. The marine research component and the conservation experience will create binational educational and research opportunities.

The park provides limited sanctuary for sardines, dorado, sea bass, rooster fish, tuna, billfish and other
species that were once abundant in the waters of the Gulf of California. Five of the six sea turtle species in the country use PNBL for food, shelter, resting or nesting. PNBL provides an important sanctuary for the Blue Whale and many other whale and marine mammal species; three-quarters of the marine mammal species found in México are represented here. The Park’s islands, coastline and waters provide critical nesting and foraging habitat for more than 20 endangered or threatened species of birds, fish, mammals, reptiles, plants, and other life forms. Its widely varied ecosystems support tremendous levels of both marine and terrestrial biodiversity, including several animals and plants found nowhere else in the world.

The adjacent Sierra de La Giganta contains significant archaeological sites, is the source of fresh water for the region, and is home to a plethora of endemic plant species, reptiles, birds and mammals, including bighorn sheep and cougar.

PNBL celebrated its 23rd anniversary in July of 2019, but faces monumental challenges on several fronts. Existing regulations are sporadically enforced, training of Park personnel is inconsistent, and conservation management plans are either insufficient or insufficiently implemented to provide adequate protection for the stunning biodiversity that exists in the Gulf of California. Funding for all aspects of Park operations is threatened by decreasing national oil revenues that support the federal government; the Park’s already-stretched operating budget was slashed.

**Eco-Alianza’s Background and Involvement**

Now in its twelfth year, Eco-Alianza de Loreto, A.C., has grown from a fledgling grassroots organization into a broadly-respected environmental resource for Loreto and the central Gulf of California. As a Mexican-registered NGO (Asociación Civil in Spanish), Eco-Alianza is managed by an experienced staff of 11 Mexican nationals, mostly from Loreto, and supported by an international Board of Directors and a distinguished, international Advisory Board. The organization’s hallmark always has been collaboration for effective leadership, hence the name "Eco-Alliance".

As PNBL and our municipality of Loreto are faced with increasing environmental and cultural challenges, it’s become increasingly clear to our Board and staff that addressing these myriad challenges requires a comprehensive approach that embraces the international significance of Loreto and its environs. Our organizational framework is flexible and encourages cooperative approaches. Our formal partnership agreements with PNBL, the local University (UABCS), and the municipal government
provide a framework upon which to build an international network of supportive institutions.

Eco-Alianza has been backed by a broad range of foundations and supporters, and has partnered in its work with more than a dozen NGOs and institutions. Financial supporters have included Sandler Foundation, International Community Foundation, Marisla Foundation, World Wildlife Fund/Carlos Slim Foundation, The Ocean Foundation, Fondo Mexicano para la Conservacion de la Naturaleza, A.C., Walton Family Foundation, Kathryn & Charles Mitchell, Anthony & Linda Kinninger Family Trust, Environment Now, The David & Lucille Packard Foundation, Dalio Foundation, Paul M. Angell Family Foundation, and hundreds of individual donors.

Our headquarters building – “Centro Comunitario para el Medio Ambiente” (CenCoMA) acts as an accessible community magnet where social and professional groups meet regularly. It is used extensively as a learning facility for workshops, classes, and science-based presentations, in both English and Spanish, on a wide range of environmental and natural history topics. Its auditorium has hosted dozens of public scientific presentations, including those by leaders of Scripps Institution of Oceanography, other University of California departments, our state university (UABCS), Centro Interdisciplinario de Ciencias Marinas (CICIMAR), Centro Mexicano de Derecho Ambiental (CEMDA), and Defensa Ambiental del Noroeste (DAN). Our "brand" is as a stable community leader that takes inclusive, reasonable, scientific, and forward-thinking approaches to the community’s challenges.

We've worked closely with our supporters to build a strong organization with firm footings in the local community. Eco-Alianza is now well-positioned to bring together citizens, community groups, and institutions to create and support sustainable solutions. As an organization, we have continuous work to effect change through collaborative, rather than adversarial, methods.

We took a leading role in formation of #Loretoideal, a citizen’s initiative, driven by a broad group of local organizations, which integrates economic, academic and social sectors. The organization is committed to shared leadership and joint efforts of citizens, organizations and local government to address the challenges which impact the well-being of its inhabitants and natural resources. #Loretoideal is linked to Eco-Alianza’s strategic planning for the conservation of the watersheds and reservoirs of Loreto.

Eco-Alianza’s educators have worked hand-in-hand with the local school system to strengthen environmental education and curriculum enhancements. Our team initiated an organization of environmental educators throughout the municipality, which now meets monthly. Eco-Alianza educators teach environmental science in the schools, at CenCoMa, and perhaps
most importantly, in the rich natural environment that is Loreto. For many children, our educational trips offer their first chance to visit the islands that are their neighbors.

We have engaged citizen scientists working with our staff to assess water quality, initiate beach clean-ups, and continuously monitor water health at 12 area beaches. As leader of the “Loreto Coastkeeper” program we’ve developed a water testing laboratory; we are in the process, together with the UABCS, to gain certification as a lab that can conduct unbiased water testing for government agencies and other clients. On a weekly basis, our sea water quality testing results are distributed to government representatives and also publicized through the "SwimGuide" of the international Waterkeeper alliance, and through our website and social media.

Eco-Alianza staff members have successfully worked with the PNBL to inform the public and to help build consensus regarding fishing regulations, transparent enforcement efforts, and park management. The new park management plan includes an important and expanded network of fishery replenishment zones that could be critical in addressing Park natural resource issues (an effective strategy in our Sister Park, the Channel Islands National Park in the U.S.). Our Director of Marine and Coastal Conservation now serves as President of the Park Advisory Board and is working diligently to strengthen local fishing cooperatives, some of which also use our building for a meeting space.

Our staff also is working closely with citizen groups of teachers, eco-tourism guides and entrepreneurs to make them more efficient and effective through collaboration and training workshops.

Perhaps most importantly, we joined forces with several government departments and civic leaders to enact Loreto’s 496-page Plan de Ordenamiento Ecológico Local del Municipio de Loreto (POEL) -- one of Mexico’s very few municipal ordinances that severely constrains the ability of extractive industries and other activities to threaten the town’s limited water supply and the pristine nature of the national marine park. Loreto has a relatively small population, but this cutting-edge legislation is testament to the community’s resilience and underlying conservation ethic.

The core principle of inclusion and responsible co-management is working well, as Loreto’s municipal administration addresses longstanding infrastructure issues, and as federal government support for our national marine park is strained in the face of decreased federal oil revenues. With our reputation for capable and responsible leadership, Eco-Alianza is well positioned to move forward cooperatively on several initiatives that will impact Loreto for decades.

As one of Mexico’s four national marine parks, “Parque Nacional Bahía de Loreto” (PNBL) should stand as an example of the best marine conservation efforts the country has to offer. Each aspect of our comprehensive strategy addresses immediate concerns, but takes a long-term approach in preparing the Park and the municipality for the next 20 years and beyond.
Our strategy includes four interconnected, core programs:

- Alternative Livelihoods/Business Incubator
- Sister Parks/Sister Cities
- Sustainable Fisheries and Resource Management
- Mining Threat/Watershed Protection Campaign

**Alternative Livelihoods/Business Incubator**

A confluence of circumstances has created an ideal opportunity to advance an innovative and flexible approach to economic development and environmental management. Since well before the national marine park was established in 1996, it’s been clear that the health of Loreto’s marine environment is inextricably tied to the growth of eco-tourism and its conservation ethic, as well as to the management of the fishing and marine foods industry. Simple logic dictates that the less that Loreto families rely on fishing, the more possible a transition will be to a sustainable status for Loreto’s fishery. Accordingly, the more fishing families can rely on alternate sources of income (even part-time), the better.

Amazing alternative tourism experiences abound here:

**Ecotourism**
- Whale watching, birding, botany, fossil and geology walks
- Participating in or visiting monitoring/research projects
- Interpretive hiking, trail visits at the islands

**Rural Tourism**
- Archaeology interpretive visits
- Rural photography hiking trail visits
- Community life experience visits
- Artisanal workshops experiences at communities
- Differentiated gastronomic experiences

Tourist surveys indicate that additional marketing of experiential opportunities would have a high potential for success. Eco-Alianza plans to initiate an Alternative Livelihood Development Center on a site adjoining our Community Center for the Environment (CenCoMA). Working in coordination with the municipal tourism department, fishing cooperatives, the local university (UABCS Loreto), and several other partners, the Alternative Livelihood Development Center will work as an “Eco-Incubator” of new and ongoing ventures (Eco-Ventures). It will provide entrepreneurial training and expertise to support the generation of alternatives to traditional small-scale fishing.
Using training protocols built into our adapted model of intervention, we have already begun working with seven social entrepreneurship groups. Four of these groups are fishing cooperatives. With them, we are developing sustainable ecotourism alternatives based on their exclusive special exploitation rights for two marine species under special protection, the sea cucumber (Isostichopus fuscus) and the rock scallop (Spondylus calcifer). With another group, we are seeking to continue the Park’s recently cancelled sea turtle monitoring program as an ecotourism experiential citizen science research project. With the last two groups, we are developing and testing new business models for added value and commercialization of the chocolate clam (Megapitaria squalida), and some other species from small-scale fisheries.

Our Executive President Hugo Quintero, through advanced course work at the Center for Social Impact Strategy (CSIS) of the University of Pennsylvania’s Wharton School, already has been trained to initiate the Eco-Ventures program aimed at sustainable economic development. The Alternative Livelihoods incubator project also will benefit from a follow-on intensive residential course, recently completed in Costa Rica, that will provide ongoing development advice, specific to our project, as well as mentoring by CSIS and UPenn staff.

The Anthony and Linda Kinninger Family Trust already has secured the site for the economic development facility, and site work is underway. Federal economic development funding for this project is a very real possibility, as well as support from the municipality. Anthony and Linda Kinninger are the donors of the property, as well as funding partners.

As part of the project, we are developing the Loreto.com website. The website will help market Loreto as an eco-tourism destination, and will encourage support for locally-based restaurants, hotels, businesses, guides, and other tourism services and programs that engender a conservation ethic.

The official electronic magazine will be: www.loreto.com

**Sister Cities/Sister Parks/Sister Missions-- Loreto, BCS and Ventura, California**

Our Board members and our efforts have driven the young, but already successful, international "Sister City" relationship between Loreto and Ventura, California. The municipal governments "exchanged keys," and are now co-marketing mutually beneficial arrangements around tourism (eco-tourism and religious tourism), information exchanges, and experiential educational opportunities.

In late 2016, the presidents of the United States and México committed in Washington, D.C., to a formal "Sister Parks" agreement linking PNBL and the Channel Islands National Park (CINP) in Ventura, CA. The agreement was formalized with a signing in Hawaii at the quadrennial meeting of the International Union for the Conservation of Nature (signed by Alejandro del Mazo, Director, National Commission of Protected Areas (CONANP), and Jonathan Jarvis, National Park Service Director, now retired).
The two national parks are strikingly similar. Each is adjacent to a tourism-dependent city and each is home to five ocean islands with incredibly diverse ecosystems that are relatively easy to access by boat. Both parks also are part of the Blue Whale’s migration route.

CINP marine scientists have extensive experience with initiating and tracking success in “no-take” fishery replenishment zones, and Park Rangers and crews of volunteers have experience with enforcement of these initiatives. Park managers already have offered assistance to Loreto’s marine park in assessing and implementing effective options. Formalization of the Sister Parks relationship makes PNBL’s success part of the mission of CINP and gives its managers a green light to assist PNBL with human and physical resources on a limited basis.

Ventura’s business incubator, administered by its city hall, will also serve as a model and as support for our own economic development initiative. The Mayor of Loreto and Eco-Alianza representatives have already visited the incubator space at the invitation of the Mayor of Ventura. Leaders in Ventura’s Sister City Committee are also managers at the city’s tourist visitor center and have offered counsel in establishing a small welcome center in Loreto.

The Father of Ventura’s historic Mission Buenaventura has repeatedly visited Loreto as part of the Sister City committee, and spearheaded a motion to create a Sister Mission relationship.

“Recognized as the Head and Mother of all Missions in Alta and Baja California, the faithful parishioners of Misión de Nuestra Señora de Loreto Conchó, founded in 1697 in Baja California Sur, and the faithful parishioners of Mission San Buenaventura, founded in 1782 in Alta California, have entered into a covenant and commit to support each other in prayer to: witness the Gospel, cultivate our religious heritage, provide temporal resources and encourage pilgrimage to all the missions in the Californias in fidelity to Holy Mother Church, the Holy Father, our respective bishops and dioceses as Sister Missions.”

Unique to this relationship is the religious history of both missions, which is the foundation and very fabric of our mutual heritage that has sustained our communities for centuries.

This Sister Mission partnership may also support each other during natural disasters or other emergencies by raising funds or collecting needed-supplies. By sharing each other’s cultures through sister relationships, communities can gain insight into the history, values and spirit that make up their sister mission, sister city, and sister national parks and reserves.

This "sisterhood" in all its manifestations will benefit Loreto and our other initiatives -- from strengthening our marine park management to strengthening our social ventures incubator to helping establish a marine science program for Loreto’s campus of the state university (UABCS), to fostering sustainable land use and water management approaches both here and in the U.S.A.
Eco-Alianza and UC Natural Reserve System Formal Partnership

A five-year Memorandum of Understanding (MoU), signed in June, 2019 with the University of California, establishes Loreto as an official “Sister Reserve” and names Eco-Alianza as the Mexican entity empowered to shepherd potentially dozens of scientific research projects. This hallmark accomplishment will positively impact Eco-Alianza and Loreto’s natural, cultural, and educational environment for decades to come, and signed MoU in itself is the realization of a years-long effort as the initiative made its way through the University of California administration.

“In January 1965, the Regents of the University of California established the Natural Land and Water Reserves System, as the Natural Reserve System was first known. Seven University-owned sites became the system’s first Reserves. Today the UCNRS consists of 41 Reserves that include more than 750,000 acres across the state. The Reserves are available not only to students, teachers, and researchers from the University of California, but to qualified users in science, art, the humanities, teaching, and other disciplines. No other university-operated network of field sites in the world can match the size, scope, and ecological diversity of the NRS.” (UCNRS Website)

Several years ago, UCNRS leaders recognized that sites beyond the borders of California may also be useful, in fact critical, to help researchers from the University of California and elsewhere tie their scientific studies into a global context. The first international Sister Reserve arrangement, with Gobabeb Research and Training Centre in Namibia, was established in 2017. A number of exchanges between UC and this African desert reserve are already occurring, including a UC Riverside study-abroad course on ecology and herpetology, and research into desert reptile physiology and how much moisture fog contributes to desert plants.

The MoU signed with Eco-Alianza establishes Loreto and the Bay of Loreto National Park as the second international Sister Reserve of the UCNRS. This did not happen by accident. In fact, it is the outcome of hundreds of hours of meetings, dozens of communications back and forth, and several visits to Loreto by professors, researchers, and administrators from the University of California, and managers of its Natural Reserve System, including its executive director, Peggy Fiedler.

From Eco-Alianza’s standpoint, partnering with the UCNRS holds the promise of urgently needed scientific research to provide data critical to conservation management of marine, insular, coastal, and inland environments. The research will help create an international focus on Loreto’s natural wonders and its overwhelming conservation needs, and also will expose Loreto’s youth to terrestrial and marine science and to working scientists.
Sustainable Fisheries and Resource Management

Like many fishing communities on the Gulf of California, Loreto has relied for many generations on a seemingly limitless supply of seafood. Over the last few decades, however, fish stocks have dwindled and fish sizes have shrunk.

Historically, fishermen here have simply caught what the ocean has offered up, with little record keeping or selective harvesting. Fish, clams, sea turtles, and other marine products have historically sustained the small human population. But, as the local population has grown, fishing methods by local families have continued relatively unchanged, despite scientific advances in understanding the importance of breeding cycles, marine ecosystems, and other factors influencing sustainable harvests.

The new park management will use proven fisheries science to increase both biomass and diversity through an expanded network of fishery replenishment zones, while still allowing for sustainable harvests.

Eco-Alianza’s Marine and Coastal Program Director has already been working with fishing cooperatives to encourage use of logbooks, which are beginning to provide baseline catch data. Analysis of data will ultimately result in a plan to manage the catch of stressed species, protect breeding cycles, and enforce no-take zones that the fishing cooperatives and other stakeholders have helped to establish.

The resources of the Park, and the incomes of local fishermen relying on traditional fishing methods, also have been stressed by outside forces. Large international fishing conglomerates have used extractive methods that are destructive to “bycatch” species and the sea floor, to sea turtles, and to the overall health of local ecosystems. Similarly, harvest of Loreto’s iconic “almejas chocolatas”—chocolate clams (Megapitaria squalida) has been thrown out of balance through harvest by scuba divers using large suction hoses instead of traditional methods. The clam fishery has been closed intermittently due to overfishing.

As stated earlier, PNBL is 29 times the size of the park at Cabo Pulmo, so research and enforcement efforts are extremely challenging even in the best of times with sufficient financial resources. With its operating budget halved, PNBL’s Director approached Eco-Alianza for donations for the maintenance of and fuel for the Park Rangers’ boats. This support is now taking shape.

In addition to the efforts mentioned above, supporting conservation protection for endangered, endemic species on PNBL’s islands is critical. The remote nature of Isla Catalina, for example, helps protect the Catalina deer mouse (Peromyscus slevini) and the Santa Catalina rattlesnake (Crotalus Catalinensis, “the rattlesnake that lost its rattle”). But illegal “collectors” for the pet trade have previously threatened the snake’s populations and are surely heartened by lax enforcement. Both of these
species are listed as Critically Endangered on the IUCN Red List. Here again, management assistance by Channel Islands National Park could be extremely helpful as scientists and managers there also have vast experience protecting endemic island species.

**Mining Threat/Watershed Protection Campaign**

In the near term, perhaps the greatest threat to Loreto’s sustainable future is the prospect of a large-scale mining operation being sited here. Nearly 200,000 acres in the municipality are now under mining concession (although no exploitation permits have yet been applied for).

Specialized mining exploration companies from Australia and Canada have been aggregating mining concessions in the most promising areas. Azure Minerals reported to its shareholders that “Surface sampling was very successful for copper and gold. Stage 2 exploration, comprising detailed surface mapping and sampling, has recently been completed, with results awaited.” We have developed separate documents that provide additional details.

Mining concessions, unfortunately, overlap and abut the San Juan Londo watershed, which provides nearly all of the drinking water for Loreto. If a mine were to be permitted, mining-related caustics leaching into the aquifer, or being flushed into the Park during a flooding event or failed holding pond dam, could be catastrophic. Mining operations could pollute the air, drinking water, watershed, view-shed, family-oriented social sector, and Park ecosystems.

Eco-Alianza has monitored this potentially devastating threat for several years, and was instrumental in working with the municipal government to enact one of México’s first POELs, a local ordinance that strictly limits mining activities in the municipality. The legislation was passed nearly unanimously, with minimal dissent.

Although it is not possible to outlaw mining (under Mexican Federal law), the 400-page ordinance is designed to make the establishment of a large-scale mining operation cost prohibitive if not impossible. This municipal ordinance is untested in court and the international mining companies involved are well funded. Accordingly, continued vigilance and preparation are called for. Although a legal challenge is not imminent, environmental attorneys from CEMDA and DAN think it is probable.
We are expanding our Loreto Watershed Campaign as part of an overall strategy to defend Loreto's ground water and aquifers, and protect the watershed basins against toxic economic activities, including mining. Scientists from both of our "sister" universities are available to update hydrology studies and provide well-researched scientific benchmarks that could serve to refute claims of "no impact" by any future mining industry environmental impact statements.

Our Watershed Protection Campaign has three core elements:

1. Prepare the municipal planning department to correctly interpret and enforce the Plan de Ordenamiento Ecológico Local (POEL) and the Urban Development Plan. The POEL is very specific, dividing the municipality into 94 environmental management units (UGAs) and 184 sub-units, with a wide variety of regulations. The Urban Development Plan for the main development corridor of the municipality includes additional, separate regulations. Our work will use GIS technology to prepare a guide for municipal employees to interpret the POEL when a mining company or developer applies for permits. Training workshops will prepare the planning department to assess permit applications and interpret the regulations appropriately. Additional workshops will be offered to developers and companies interested in proposing projects, encouraging them to strictly follow existing regulations when in the planning phase, before submitting plans.

2. Environmental attorneys from CEMDA and DAN have suggested a proactive legal approach to assist and prepare the citizens and the municipality of Loreto to defend the POEL and its intent in court. We will recruit and engage a team of legal talent and expert witnesses to assess and complete all necessary background work --- providing the municipality with a "turnkey" strategy to defending the POEL and its ramifications. The municipality's finances currently would not accommodate this important, proactive legal preparation.
3. To counter industry-slanted, pro-mining propaganda, we will compile and prepare fact- and science-based assessments of the impact of mining projects on host communities. Our water conservation and water testing programs already support a well-informed citizenry, so this project will take our efforts a step further. It will also encourage grassroots citizen action by Loretanos who support the POEL and watershed conservation.

Appendices Attached

A. Sister Park Agreement between Mexico and the U.S.
B. Letter of Support from the University of Baja California Sur
C. Agreement between CONANP and Eco-Alianza
D. Agreement between Parque Nacional Bahía de Loreto and Eco-Alianza
E. MOU Between University of California and Eco-Alianza
A. Sister Park Agreement between Mexico and the U.S.


The Ministry of the Environment and Natural Resources of the United Mexican States (SEMARNA), through the National Commission of Natural Protected Areas (CONANP), and the National Park Service of the Department of the Interior of the United States of America (NPS), hereinafter referred to as the "Parties";

RECOGNIZING the advanced cooperation that exists between CONANP and NPS in the sustainable management of natural resources and the establishment and conservation of natural protected areas that are their natural heritage;

RECALLING the Parties' "Joint Declaration of Sister Park Partnerships by the National Commission for Natural Protected Areas of the Secretariat of the Environment and Natural Resources of the United Mexican States and the National Park Service of the Department of the Interior of the United States of America" signed at Washington, March 23, 2006" hereinafter the "Declaration" and other instruments of cooperation;

NOTING the mutual interest in national parks and natural protected areas, for the purpose of conserving ecosystems and promoting ecotourism;

RECOGNIZING the mutual interest in strengthening cooperation between the Parties in the exchange of information and capacity building activities for the management and operation of national parks and natural protected areas;

RECOGNIZING that the national parks and natural protected areas of the Parties share numerous migratory wildlife species, similar ecosystems, and other transboundary resources that are best protected through international cooperation;

RECOGNIZING the advantages of facilitating, coordinating and amplifying efforts in conservation, management, development and research of natural resources in protected natural areas of interest to both Parties;

RECOGNIZING that the conservation policy in the United Mexican States contemplates working in coordination and consultation with rural communities to conserve and use in a sustainable way the natural protected areas and their resources, in a fashion that guarantees the preservation of biological diversity and equilibrium of ecosystems, seeking sustainable development;

RECOGNIZING that the mission of the NPS is to conserve the
natural and cultural resources of the U.S. national park system and to provide for
the enjoyment of the same in such manner and by such means as will leave them
unimpaired for the enjoyment of future generations;

RECOGNIZING the need for the joint development of appropriate
strategies that support the conservation and restoration of biodiversity in the
Parties' respective territories, including strategies to restore shared native species
in the national parks and natural protected areas of the Parties;

Have agreed as follows:

ARTICLE 1

This Agreement has as its objective the creation of a framework for cooperation
between the Parties concerning: the conservation of natural protected areas and
their biodiversity and, to the extent possible, the enjoyment of these areas by
visitors and recognition of sustainable development alternatives for rural Mexican
communities located in those areas; and the exploration of strategies for related
collaboration with rural communities, citizens groups and scientific and other
organizations of both countries accepted within the legal framework of each Party.

ARTICLE 2

1. The Parties will meet periodically as necessary, but at least annually, preferably
in person in a mutually agreed location or through electronic communication if
necessary, in order to review, formulate and update ongoing and proposed
cooperative technical projects and activities to accomplish the objectives of this
Agreement.

2. Each Party will designate a Coordinator to direct, approve and monitor the
progress of cooperative technical projects and activities developed to accomplish
the objectives outlined in this Agreement. The Coordinators will be:

- For SEMARNAT, the Commissioner of CONANP or a designated
  representative.

- For NPS, the Director or a designated representative.

3. The Coordinators will be responsible for receiving documentation, reviewing and
obtaining decisions on proposed cooperative projects and activities, and for all
communications between the Parties regarding formal project proposals,
schedules and responsibilities. The Coordinators may decide by mutual consent
whether to approve proposed projects and to continue ongoing projects undertaken
through this Agreement.
4. Cooperative technical projects and activities carried out under the terms of this Agreement may be outlined in a biannual work program to be jointly negotiated and mutually approved by the Coordinators and developed as an annex to this Agreement. Documentation and information in support of the proposed projects and activities may be submitted by either Party and will contain:

a) project description;

b) project objectives;

c) procedures;

d) a calendar of events;

e) a target conclusion date;

f) a statement of required personnel;

g) a statement of required equipment; and

h) estimated costs for each Party.

The Parties may be considered principal collaborators on all projects and activities approved under the terms of this Agreement. Each project may be under the joint supervision of an NPS and CONANP team leader, selected respectively by the Coordinators for each of the Parties. The team leaders may jointly develop and submit a final report on each project.

Any changes to the agreed projects shall require the concurrence of both Coordinators.

7. The Coordinators and Team Leaders from both Parties may meet as often as necessary in order to review and/or develop or carry out cooperative projects and activities.

8. Those projects and activities that, in the opinion of the Coordinators, require special or urgent consideration may be reviewed and approved by them at any time by mutual consent.

9. The Coordinators will prepare a report on the activities performed under this Agreement every two (2) years for informational and promotional purposes.

10. The Parties may coordinate their activities under this Agreement with those being conducted or planned under other related agreements, including the Memorandum of Understanding on Cooperation for Wilderness Conservation between the National Park Service, U. S. Fish & Wildlife Service and the Bureau of Land Management of the U. S. Department of the Interior and the U. S. Forest Service and Office of Ecosystem Services and Markets of the U. S. Department of Agriculture of the United States of America and the Secretariat of the Environment.
and Natural Resources through the National Commission for Natural Protected Areas of the United Mexican States and the Parks Canada Agency of the Government of Canada", signed at Mérida on November 7, 2009", among others.

ARTICLE 3

1. The cooperative activities under this Agreement may consist of exchanges of information on the management, enjoyment and use of natural heritage; exchanges of information regarding planning, management and operations of national parks and protected areas; courses, conferences, and symposia pertaining to the same; research in protected areas; and personnel exchanges in fields of mutual interest within the scope of ongoing programs of both countries and related to the objectives of this Agreement. Specific areas of mutual interest for cooperative activities may include, but are not limited to:

a. collaboration between specialists in the research and management of natural heritage and natural resources, and in the planning and design of visitor programs and facilities;

b. development and support of "Sister Park" partnerships as outlined in the "Declaration";

c. specialized projects related to the management of natural protected areas, including, but not limited to, arid and semi-arid environments and marine coastal zones;

d. specialized projects related to the understanding, conservation and restoration of shared migratory species and other transboundary wildlife and resources;

e. specialized projects related to climate change;

f. exchanges of information, courses and other capacity building projects that further the objectives of this Agreement;

g. development of educational and public information focusing on the environment and in understanding natural protected areas and increasing the relevancy of parks and protected areas to society;

h. completion of studies that will support, among other things, the identification and formulation of strategies for the rational and sustainable use of natural resources;

i. technical cooperation to protect, conserve and maintain the flora and fauna protected by one or both Parties.
2. For any actions or commitments requested by CONANP that extend into subjects outside the scope of NPS, NPS may request, in a manner compatible with existing laws, regulations and policies of the United States of America, to involve other organizations or agencies of the United States of America to assist the development of this Agreement. For any actions or commitments requested by NPS that extend into subjects outside the scope of CONANP, CONANP may request, in a manner compatible with existing laws, regulations and policies of the United Mexican States, to involve other organizations or agencies of the United Mexican States to assist the development of this Agreement. The Parties will consult regarding the identity and parameters for the involvement of any such other organizations or agencies.

ARTICLE 4

Cooperation under this Agreement will be subject to the availability of funds, personnel, and other resources of each Party; as well as to the policies, laws and regulations of each country. Funding for each project will be determined in accordance with the terms and conditions jointly agreed by the Parties. Nothing in this Agreement abrogates or in any way infringes upon the sovereign rights and authorities of each of the Parties to exclusively manage, acquire, dispose of, or otherwise administer lands within their respective borders.

ARTICLE 5

Information transmitted by one Party to the Other under this Agreement will be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving party.

ARTICLE 6

Any differences in interpretation or application of this Agreement will be resolved solely by consultation of the Parties. Nothing in this Agreement will be construed to prejudice other existing or future agreements concluded between the United States of America and the United Mexican States, or to affect the rights and obligations of the United States of America and the United Mexican States under other international agreements to which they are a Party.

ARTICLE 7

1. This Agreement will enter into force upon signature and will remain in force for five (5) years.

2. This Agreement may be extended or amended by written agreement of the Parties, specifying the duration of the extension and the entry into force of the amendments.
3. This Agreement may be terminated at any time by either Party upon written notification from one Party to the other ninety (90) days in advance of such termination. The Parties will consult in a timely manner to determine the disposition of cooperative activities planned or underway at the time of notice of termination of this Agreement.

Signed at San Francisco, California this 14th of February, 2012, in duplicate in the English and Spanish languages, both texts being equally authentic.

FOR THE MINISTRY OF THE ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES

Mtro. Luis Fuego Mac Donald
National Commissioner of Natural Protected Areas

FOR THE NATIONAL PARK SERVICE OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA

Jonathan B. Jarvis
Director
National Park Service
B. Letter of Support from the University of Baja California Sur

La Paz, B.C.S., Septiembre 11, 2014

C.P. María Quintero Maldonado,
Directora Ejecutiva. Eco-Alianza de Loreto, A.C.

Por este conducto me permito hacer de su conocimiento el interés del Cuerpo Académico (CA) de Biología de la Conservación de la UABCS (consolidado), para apoyarlos en sus esfuerzos de colaboración internacional, y en ser el elemento de vinculación académica con el Sistema de Reservas Naturales de la Universidad de California, una vez que el Hermanamiento entre los Parques/Hermanamiento de Reservas sea una realidad.

Nuestro CA está compuesto por cinco académicos, todos miembros del Sistema Nacional de Investigadores (niveles I al III) y con el Perfil Deseable otorgado por la Secretaría de Educación Pública. El grupo se integra por los doctores Roberto Carmona Piña (líder en el estudio de aves en humedales y cuerpos insulares del noroeste de México), Sergio Flores Ramírez (genetista y responsable del Centro de Investigación sobre Biodiversidad, Sociedad y Cambio Climático de la UABCS), Enrique Alejandro Gómez Gallardo Unzueta (experto en temas de oceanografía y sus efectos sobre la distribución de las especies marinas del Golfo de California), Jorge Urbán Ramírez (especialista de corte internacional en biología de mamíferos marinos), y Héctor Reyes Bonilla (investigador en ecología de arrecifes rocosos y coralinos, y con amplia experiencia en trabajo conjunto con organizaciones civiles).

Nuestro interés principal es extender lazos de trabajo y colaboración con Eco-Alianza, ya que ambas agrupaciones contamos con temas de interés mutuo relacionados a la biología de diversas especies de vertebrados e invertebrados marinos que residen o migran a través de la región de Loreto. Por parte del CA, ofrecemos el apoyo logístico y técnico de los programas o laboratorios a nuestro cargo, y nuestra experiencia académica conjunta, con el fin de apoyar sus iniciativas de conservación.

Sin otro particular y agradeciendo su atención, queda de Usted:

[Signature]


C.c.p. Dr. Roberto Carmona P. Laboratorio de Aves de Noroeste


C.c.p. Dr. Sergio F. Flores R. Centro de Investigación sobre Biodiversidad, Sociedad y Cambio Climático.
C. Agreement between CONANP and Eco-Alianza


ANTECEDENTES

I. Que entre las facultades de la Federación se encuentran las de establecer, regular, administrar y vigilar las áreas naturales protegidas de competencia federal; facultades que serán ejercidas por el Ejecutivo Federal a través de la Secretaría de Medio Ambiente y Recursos Naturales, de conformidad con lo establecido por los artículos 5° y 6° de la Ley General del Equilibrio Ecológico y la Protección al Ambiente.

DECLARACIONES

I. Declara la “CONANP”, por conducto de su Director Regional que:

I.1. De conformidad con lo dispuesto en los artículos 2° fracción I y 26 de la Ley Orgánica de la Administración Pública Federal, la Secretaría de Medio Ambiente y Recursos Naturales es una dependencia centralizada del Poder Ejecutivo Federal, la cual tiene las atribuciones expresamente le señaló el artículo 32-Bis del citado ordenamiento jurídico, así como aquellas que en forma específica se le atribuyan en otras disposiciones legales.

I.2. En términos del artículo 17 de la Ley Orgánica antes citada y 41 del Reglamento Interior de la Secretaría de Medio Ambiente y Recursos Naturales, para la más eficaz atención y eficiente despacho de los asuntos de su competencia, la Secretaría de Medio Ambiente y Recursos Naturales cuenta con diversos órganos administrativos desconcentrados que le están jerárquicamente subordinados,
entre los cuales, de conformidad con lo dispuesto en el artículo 2°, fracción XXXI, inciso "b", del mismo Reglamento Interior, se encuentra la Comisión Nacional de Áreas Naturales Protegidas, a quien le corresponde las atribuciones establecidas en el artículo 70 del citado ordenamiento reglamentario, entre las que se encuentran las que en materia de áreas naturales protegidas competencia de la Federación, se establecen en la Ley Orgánica de la Administración Pública Federal; la Ley General del Equilibrio Ecológico y la Protección del Ambiente y su Reglamento en la materia, así como otras leyes y reglamentos, decretos y acuerdos, salvo las que directamente correspondan al Presidente de la República, al Secretario o a otra unidad administrativa de la Secretaría, conforme a las disposiciones jurídicas aplicables.

I.3. Con base en el artículo tercero transitorio del Reglamento Interior de la Secretaría de Medio Ambiente y Recursos Naturales; con fecha 20 de julio de 2007, se publicó en el Diario Oficial de la Federación, el acuerdo por el que se establecen nueve direcciones regionales de la Comisión Nacional de Áreas Naturales Protegidas, en el cual en términos de los artículos primero y segundo numeral 1, se establece la Dirección Regional Península de Baja California y Pacífico Norte.

I.4. Conforme a lo previsto en los artículos 71 fracción VIII y 79 fracciones XVIII y XXI del Reglamento Interior de la Secretaría de Medio Ambiente y Recursos Naturales; en correlación con el numeral 1 del artículo Segundo del Acuerdo por el que se establecen nueve direcciones regionales a cargo de la Comisión Nacional de Áreas Naturales Protegidas, publicado en el Diario Oficial de la Federación el día 20 de julio de 2007, el Dr. Benito R. Bermúdez Almada, en su carácter de Director de la Región Península de Baja California y Pacífico Norte de la Comisión Nacional de Áreas Naturales Protegidas, cuenta con las facultades necesarias para suscribir el presente Convenio, así como auxiliar a las unidades centrales de la CONANP en la formulación y seguimiento de los convenios que se ejecuten dentro de su circunscripción territorial.

I.5. Que la Dirección Regional de la Península de Baja California y Pacífico Norte, tiene sus oficinas en Avenida Constituyentes de 1975, S/N esquina Bollenas, Fraccionamiento Tidepaz, Código Postal 23074 en la Ciudad de la Paz, Baja California Sur.

II. Declara "ECO-ALIANZA", por conducto de su apoderado legal.

II.1. Es una Asociación CIVI sin fines de lucro, constituida conforme a las leyes mexicanas, con plena capacidad jurídica para celebrar el presente instrumento, situación que acredita con Escritura Pública Núm. 1.251 de fecha del 16 de enero de 2008, pasando ante la fe del Lic. Raúl Francisco Zúñiga Mayoral, Notario Público Núm. 19, de la Ciudad de Loreto, Baja California Sur, la cual debidamente inscrita
en el Registro Público de la Propiedad y de Comercio de Loreto, Baja California Sur.

II.2. Que tiene por objeto social "Realizar toda clase de actos y actividades destinadas y encaminadas a fomentar y contribuir al bienestar ecológico y ambiental, ya sea costero, marino, y terrestre, para la ciudad de Loreto, Baja California Sur, y demás poblaciones vecinas y cercanas, incluyendo la realización de análisis o investigaciones que no tengan carácter proselitista, así como el poder proveer de asistencia técnica a órganos gubernamentales que lo hubieren solicitado", entre otros.

II.3. Cuentan con poderes suficientes para representar a la asociación, por lo que está facultado para suscribir el presente instrumento, manifestando además que dichos poderes y facultades no les han sido revocados, limitados o modificados en forma alguna, hasta el momento, tal como consta en la escritura pública con Escritura Pública Núm. 3137, de fecha del 30 de Noviembre de 2012, pasada ante la fe del Lic. Raúl Francisco Zúñiga Mayoral, Notario Público Núm. 19, de la Ciudad de Loreto, Baja California Sur, la cual está inscrita bajo el número 243 del Registro Público de La Propiedad y Comercio, con fecha 03 de Diciembre de 2012.

II.4. Que para los efectos legales del presente instrumento, cuenta con su domicilio en calle Miguel Hidalgo SN, Loc. 3, Col. Centro, Loreto Baja California Sur.

DECLARAN LAS PARTES

III.1. Que es su voluntad libre de todo vicio conjuntar esfuerzos, capacidades y recursos con el objeto de coadyuvar de manera conjunta en acciones de fomento, investigación, difusión y educación ambiental, que apoyen la protección, conservación, manejo y aprovechamiento sustentable de los recursos naturales en el área natural protegida denominada Parque Nacional Bahía Loreto, así como sitios y especies prioritarias para la conservación ubicados en el municipio de Loreto b.c.s., dentro de la circunscripción territorial de la Dirección Regional Península de Baja California y Pacífico Norte, y asegurando la protección de sus ecosistemas, considerando el conjunto de los elementos que los conforman y las necesidades de respetar el equilibrio ecológico y la continuidad de los procesos evolutivos, con apego a lo previsto en las declaratorias por el que se establecieran las citadas áreas, así como en lo establecido en la Ley General del Equilibrio Ecológico y Protección al Ambiente, su Reglamento en Materia de Áreas Naturales Protegidas, y demás disposiciones legales aplicables.
CLÁUSULAS

PRIMERA.- Del objeto.

El presente Convenio de Concertación tiene por objeto establecer los mecanismos a que se sujetarán la “CONANP” y “ECO-Alianza” a efecto de conjuntar esfuerzos y capacidades para llevar a cabo acciones de tomento, investigación, difusión y educación ambiental, que apoyen la protección, conservación, manejo y aprovechamiento sustentable de los recursos naturales en el área natural protegida denominada Parque Nacional Bahía Loreto, así como sitios y especies prioritarias para la conservación ubicados en el municipio de Loreto B.C.S., dentro de la circunscripción territorial de la Dirección Regional Península de Baja California y Pacífico Norte.

SEGUNDA.- De las actividades.

Para la consecución del objeto del presente Convenio la “CONANP” y “ECO-Alianza” convienen en desarrollar conjuntamente proyectos específicos, los cuales podrán referirse, entre otros rubros, a los siguientes temas:

I. CONSERVACIÓN

Preservación del Medio Ambiente:
- Protección de especies de la flora y fauna.
- Vigilancia.
- Supervisión y monitoreo.
- Educación ambiental.
- Difusión.

II. INVESTIGACIÓN:
- Inventarios de flora y fauna.
- Monitoreo Ambiental.
- Intercambio de información necesaria para el desarrollo de proyectos de conservación.

Restauración Ecológica:
- Repoblación de fauna.
- Reforestación.

III. DESARROLLO SOCIAL
- Aprovechamiento Sustentable y Diversificación:
- Ecoturismo.
- Aprovechamiento sustentable de los Recursos Naturales.
IV. Desarrollo Comunitario:

- Participación comunitaria.
- Capacitación
- Estructura Organizativa

V. CAMBIO CLIMÁTICO

Cualquiera de las partes podrá identificar otros temas, para la consecución del objeto del presente instrumento jurídico, lo que hará del conocimiento de las otras partes, a través de la presentación por escrito de iniciativas y planes de trabajo, los cuales al ser aprobados por los representantes de las partes, estarán acordes en todo momento con lo que señala el presente instrumento jurídico y se agregaran como apéndices del mismo, formando parte integral de su contexto para todos los efectos legales a que haya lugar.

TERCERA.- Plan de trabajo.

Para los efectos de la cláusula anterior, las partes suscribirán Planes de Trabajo por cada proyecto y/o investigación que se desarrolle y que deberá ser conjuntamente elaborado y signado por las partes, formarán parte integrante del presente instrumento jurídico, en los que se establecerán las acciones que se pretenden llevar a cabo, mismos que deberán:

I. Especificar los objetivos y las metas a alcanzar;
II. Establecer el calendario de actividades en donde se indicarán el origen y destino de los recursos humanos, técnicos, materiales y financieros que se aplicarán;
III. Fijar el lugar donde se realizarán las actividades;
IV. Señalar en cada caso, cuando se trate de: actividades de docencia, investigación, asesoría, capacitación, adiestramiento e intercambio académico y de personal;
V. Especificar los responsables de la ejecución de las acciones;
VI. Establecer las actividades de evaluación y seguimiento de resultados;
VII. Establecer los mecanismos de terminación o rescisión;
VIII. Estipular compromisos específicos en materia de propiedad intelectual, y
IX. Los demás que acuerden las partes.

CUARTA.- Del Grupo de Trabajo de la Evaluación y Seguimiento.

A fin de contar con un mecanismo de comunicación entre las Partes para dirigir y协调ar los trabajos a realizar, se establecerá un Grupo de Trabajo de Evaluación y Seguimiento, el cual estará integrado por un número igual de representantes de cada una de las Partes.

Los miembros del Grupo de Trabajo de Evaluación y Seguimiento se reunirán al menos dos veces por año, en las instalaciones de las Partes, o en cualquier otro lugar mutuamente acordado. Las reuniones tendrán por objeto de manera enunciativa más no limitativa:
• Proponer los temas a desarrollar de mutuo interés.
• Evaluar los resultados de las acciones derivados de los Planes de Trabajo o Anexos de Ejecución para garantizar que se están alcanzando los objetivos previstos y, en su defecto, establecer de común acuerdo las medidas necesarias para su cumplimiento o conclusión.
• Verificar la correcta coordinación de actividades para la ejecución del presente Convenio.
• Proponer a las partes cualquier medida que contribuya a mejorar el desarrollo del objeto del presente Convenio.
• Las demás que le señalen las partes.

Las resoluciones que adopte el grupo de trabajo, deberán ser siempre por unanimidad y constar por escrito.

QUINTA.- De los compromisos.

Bajo este Convenio de Concertación, la "CONANP" y "ECO-ALIANZA", se comprometen a:

a. Participar y colaborar conforme a los términos descritos en el presente Convenio de Concertación.

b. Elaborar coordinadamente los Planes de Trabajo a que se refiere la Cláusula Tercera del presente Convenio.

c. Proporcionar oportunamente la información técnica relacionada exclusivamente con el objeto del presente Convenio de Concertación.

d. Revisar y evaluar conjuntamente los avances derivados de los Planes de Trabajo.

e. Supervisar en cualquier momento, el debido desarrollo de las acciones derivadas de los Planes de Trabajo.

f. Gestionar y aportar, en su caso, los recursos materiales y humanos que le correspondan y se requieran para el desarrollo de las acciones objeto del presente Convenio.

g. Brindar las facilidades necesarias para la ejecución del objeto del presente Convenio, poniendo a la disposición del mismo, los estudios, recursos técnicos y logísticos de que disponga y/o estén a su alcance.

SEXTA.- Presupuesto.

Las condiciones financieras referentes a la colaboración de las Partes serán definidas en los Planes de trabajo o Anexos de Ejecución, las cuales estarán sujetas a la disponibilidad en el Presupuesto de Egresos de la Federación aprobado por la H. Cámara de Diputados para cada ejercicio fiscal, así como a las autorizaciones jurídicas y administrativas que en su caso correspondan, de conformidad con la normatividad aplicable en cada caso.

SÉPTIMA.- Representación institucional.
Las partes convienen que para la coordinación de las actividades materia de éste Convenio, nombrarán como responsables:

Por parte de la "CONANP" designa al Ocean. Javier Alejandro Gonzalez Leija, en su carácter de Director del Parque Nacional Bahía Loreto.

Por parte de "ECO-ALIANZA", se designa como responsable al Ing. Hugo Quintero Maldonado en su carácter de representante Legal.

Asimismo, y con la finalidad de resolver en forma consensuada y oportuna todo lo relacionado con los Planes de Trabajo la "CONANP" y "ECO-ALIANZA" designarán, atendiendo al tema específico de que se trate, al personal o coordinador a su cargo que conforme a sus atribuciones le corresponda atender, como responsable de la suscripción y seguimiento de cada uno de los "Planos de Trabajo" que se generen.

OCTAVA.- Los representantes antes descritos tendrán las siguientes facultades:

1. Coordinar la elaboración de los Planes de Trabajo.
2. Supervisar que los responsables de la ejecución de cada Plan de Trabajo que se convenga realicen sus actividades de acuerdo con el Plan de Trabajo y el Convenio.
3. Presentar por escrito un informe final y por etapas sobre cada uno de los Planes de Trabajo ejecutados, en donde se señalarán los resultados obtenidos, así como la conveniencia de continuar, ampliar o fraccionar cada programa.
4. Coordinarse para el caso de alguna eventual situación que retrasé, modifique o imposibilite la realización de algún Plan de Trabajo acordado, lo cual harán del conocimiento de sus superiores para que se determine lo que en cada caso proceda.

NOVENA.- Relaciones laborales.

El personal que cada una de las partes designe, comisione o contrate con motivo de la ejecución de las actividades objeto de este Convenio y de los específicos que del mismo pudieran llegar a derivar, se entenderá exclusivamente relacionado con la parte que lo designó, comisionó o contrató, quedando bajo su absoluta responsabilidad y dirección, sin que de ello se derive la adquisición de algún tipo de relación laboral, y otros derechos u obligaciones para la otra parte, por lo que en ningún caso podrá considerárselas mutuamente como intermediarios, o como patrones sustitutos o solidarios, desvinculándose desde ahora de cualquier responsabilidad de carácter laboral, civil, penal, administrativa o de cualquier otra naturaleza jurídica que en ese sentido se les quiera fincar.

DÉCIMA.- Relaciones entre las partes.
Nada en este Convenio será considerado o interpretado para constituir a las partes como socios, agentes o empleados uno del otro, y ninguna de las disposiciones de este Convenio será interpretada para responsabilizar a la otra parte por las deudas, responsabilidades y obligaciones de la otra. Las partes en este acto acuerdan en no emprender o tomar cualquier acción, o realizar acto alguno que crearía una obligación a la otra parte, o hiciera que cualquier tercero crea que una de las partes es un representante de la otra o está autorizado para actuar en nombre y representación de la otra. Sin limitación a lo anteriormente señalado, ninguna de las partes podrá tomar acciones de cualquier naturaleza o asumir obligaciones o responsabilidades en nombre de la otra, excepto por lo expresamente señalado o permitido conforme a los términos de este Convenio.

DÉCIMA PRIMERA.- Confidencialidad.

Las partes acuerdan que todo su personal guardará estricta confidencialidad con respecto a la información que sea de su conocimiento, le sea proporcionada por cualquiera de las partes para el cumplimiento del objeto del presente Convenio y se compromete a no divulgar en ninguna forma a personas ajenas al cumplimiento de dicho objeto, sin la autorización previa y por escrito de las partes que la haya proporcionado, quedando bajo su más estricta responsabilidad el mal uso o divulgación que pudiera hacer de ésta por causas imputables a él o a su personal.

DÉCIMA SEGUNDA.- Resolución de Controversias.

Las partes manifiestan que el presente Convenio es producto de la buena fe, por lo que realizarán todas las acciones posibles para su debido cumplimiento, pero en el caso de suscitarse alguna discrepancia, duda o controversia en cuanto a la interpretación y cumplimiento del mismo, así como para todo aquello que no esté expresamente estipulado, ésta se resolverá de común acuerdo a través de los representantes a que hace referencia la Cláusula Séptima, los cuales tratarán por medio de la amigable composición de lograr un consenso sobre el particular. Asimismo, expresamente conviene que en caso de persistir la discrepancia, duda o controversia, se someterán a la jurisdicción de los tribunales federales competentes de la Ciudad de México, Distrito Federal, renunciando desde ahora a cualquier otro fuero que pudiera corresponderles por razón de su domicilio presente o futuro.

DÉCIMA TERCERA.- Suspensión.

Los derechos y obligaciones adquiridas por las partes mediante la suscripción de este Convenio, podrán ser suspendidos temporalmente por mutuo consentimiento, caso fortuito o fuerza mayor; sin responsabilidad alguna para las partes. En estos casos, las partes analizarán la forma y determinarán el tiempo requerido para reiniciar las actividades objeto del presente Convenio.
Nada en este Convenio será considerado o interpretado para constituir a las partes como socios, agentes o empleados uno del otro, y ninguna de las disposiciones de este Convenio será interpretada para responsabilizar a la otra parte por las deudas, responsabilidades y obligaciones de la otra. Las partes en este acto acuerdan en no emprender o tomar cualquier acción, o realizar acto alguno que crearía una obligación a la otra parte, o hiciéra que cualquier tercero crea que una de las partes es un representante de la otra está autorizado para actuar en nombre y representación de la otra. Sin limitación a lo anteriormente señalado, ninguna de las partes podrá tomar acciones de cualquier naturaleza o asumir obligaciones o responsabilidades en nombre de la otra, excepto por lo expresamente señalado o permitido conforme a los términos de este Convenio.

DÉCIMA PRIMERA.- Confidencialidad.

Las partes acuerdan que todo su personal guardará estricta confidencialidad con respecto a la información que sea de su conocimiento, le sea proporcionada por cualquiera de las partes para el cumplimiento del objeto del presente Convenio y se compromete a no divulgar en ninguna forma a personas ajenas al cumplimiento de dicho objeto, sin la autorización previa y por escrito de las partes que la haya proporcionado, quedando bajo su más estricta responsabilidad el mal uso o divulgación que pudiera hacer de ésta por causas imputables a él o a su personal.

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Las partes manifiestan que el presente Convenio es producto de la buena fe, por lo que realizarán todas las acciones posibles para su debido cumplimiento, pero en el caso de suscitarse alguna discrepancia, duda o controversia en cuanto a la interpretación y cumplimiento del mismo, así como para todo aquello que no esté expresamente estipulado, ésta se resolverá de común acuerdo a través de los representantes a que hace referencia la Cláusula Séptima, los cuales tratarán por medio de la amigable composición de lograr un consenso sobre el particular. Asimismo, expresamente conviene que en caso de persistir la discrepancia, duda o controversia, se someterán a la jurisdicción de los tribunales federales competentes de la Ciudad de México, Distrito Federal, renunciando desde ahora a cualquier otro fuero que pudiera corresponderles por razón de su domicilio presente o futuro.

DÉCIMA TERCERA.- Suspensión.

Los derechos y obligaciones adquiridas por las partes mediante la suscripción de este Convenio, podrán ser suspendidas temporalmente por mutuo consentimiento, caso fortuito o fuerza mayor; sin responsabilidad alguna para las partes. En estos casos, las partes analizarán la forma y determinarán el tiempo requerido para reiniciar las actividades objeto del presente Convenio.
DÉCIMA CUARTA.- Vigencia.

El presente Convenio de Concertación, tendrá una vigencia que iniciará el día de su suscripción y permanecerá vigente hasta el 29 de noviembre del 2018 pudiéndose prorrogar, adicionar o modificar de conformidad con los preceptos y lineamientos que lo originan.

La prórroga, modificaciones o adiciones que se convengan deberán constar por escrito, expresando las partes su consentimiento previo y en forma expresa, y surtirán efectos a partir de la fecha de su suscripción o de la fecha que determinen las partes.

Leído que fue el presente Convenio y enteradas las partes de su contenido, alcance y fuerza legal, lo ratifican y suscriben en dos ejemplares originales en la Ciudad de La Paz, Baja California Sur, el día 23 de Septiembre de 2014.

Por “CONANP”

BIÓL. BENITO R. BERMÚDEZ ALMADA
DIRECTOR REGIONAL

Por “ECO-ALIANZA”

ING. HUGO QUINTERO MALDONADO
APODERADO LEGAL

TESTIGO

OCEAN. JAVIER ALEJANDRO GONZALEZ LEJIA
DIRECTOR DEL PARQUE NACIONAL BAHÍA LORETO

Las firmas que anteceden corresponden al Convenio de Concertación que suscriben por una parte la Secretaría de Medio Ambiente y Recursos Naturales, por conducto de la Comisión Nacional de Áreas Naturales Protegidas a través de la Dirección Regional Península de Baja California y Pacífico Norte, y por otra parte, Eco-alianza de
Loreto A.C., con el objeto de llevar a cabo acciones de fomento, investigación, difusión y educación ambiental, que apoyen la protección, conservación, manejo y aprovechamiento sustentable de los recursos naturales en el área natural protegida denominada Parque Nacional Bahía Loreto, así como sitios y especies prioritarias para la conservación ubicados en el municipio de Loreto B.C.S., dentro de la circunscripción territorial de la Dirección Regional Península de Baja California y Pacífico Norte.
D. Agreement between Parque Nacional Bahía de Loreto and Eco-Alianza

<table>
<thead>
<tr>
<th>Agreement between Bay of Loreto National Park and Eco-Alianza de Loreto, A.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This agreement outlines the purpose and general responsibilities between the Bay of Loreto National Park (PNBL) and Eco-Alianza de Loreto A.C. It is understood that specific activities will be defined and mutually agreed upon over time.</td>
</tr>
<tr>
<td>The Bay of Loreto National Park, a federally protected park in the Loreto region of the Gulf of California and Eco-Alianza de Loreto, A.C., a registered non-profit organization, located in Baja California Sur Mexico, hereby agree to collaborate with Channel Islands National Marine Sanctuary and the University of California, for mutual benefit to achieve the following purpose and objective:</td>
</tr>
<tr>
<td><strong>Purpose:</strong> Conserve the biodiversity of the Bahia de Loreto National Park, promoting the participation of society for their welfare.</td>
</tr>
<tr>
<td><strong>Objective:</strong> Foster cross-border cooperation to promote social enterprise, conservation education, scientific research and cultural exchange.</td>
</tr>
<tr>
<td>This agreement can be modified or cancelled at any time.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acuerdo entre Parque Nacional Bahía de Loreto y Eco-Alianza de Loreto, A.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Este acuerdo describe el propósito y las responsabilidades generales entre la dirección de el Parque Nacional Bahía de Loreto y Eco-Alianza de Loreto A.C. Se entiende que las actividades específicas se definirán y acordarán mutuamente con el tiempo.</td>
</tr>
<tr>
<td>El Parque Nacional Bahía de Loreto, un área natural protegida federalmente en Loreto, en la región del Golfo de California y Eco-Alianza de Loreto, A.C., una organización sin fines de lucro registrada, ubicada en Baja California Sur Mexico, convienen en colaborar con el Parque Nacional de Canales Islas, Santuario Marino Nacional Channel Islands y la Universidad de California, para el beneficio mutuo y lograr el siguiente propósito y objetivo:</td>
</tr>
<tr>
<td><strong>Propósito:</strong> Conservar la biodiversidad de el Parque Nacional Bahía de Loreto, promoviendo la participación de la sociedad para su bienestar.</td>
</tr>
<tr>
<td><strong>Objetivo:</strong> Fomentar una colaboración transfronteriza que promueva el emprendimiento social, la educación para la conservación, la investigación científica y el intercambio cultural.</td>
</tr>
<tr>
<td>Este acuerdo puede ser modificado o cancelado en cualquier momento.</td>
</tr>
</tbody>
</table>

Signature: **29/JUL/2014**

**Evaristo Marrino Meléndez**, Directo, Parque Nacional Bahía de Loreto

Signature: **29/ENE/2014**

**Yvo Arias Salorio**, Presidente, Eco-Alianza de Loreto, A.C.
E. MOU Between University of California and Eco-Alianza

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