

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SMITHSONIAN  
TROPICAL RESEARCH INSTITUTE (STRI) AND THE DIRECTORATE OF THE  
INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH (IAI)**

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Among the undersigned, namely, the Smithsonian Tropical Research Institute (STRI) or Smithsonian Tropical Research Institute, hereinafter, **STRI**, and The Directorate of the Inter-American Institute for Global Change Research (IAI), hereinafter IAI Directorate;

**Considering** that the Smithsonian Tropical Research Institute (hereinafter STRI), represented by the Executive Director, Joshua Tewksbury, and the Directorate of the Inter-American Institute for Global Change Research (hereinafter IAI Directorate), represented by the Executive Director, Anna Stewart Ibarra, have an interest in strengthening the exchange of information, knowledge, and cooperation in relevant work areas;

**Considering** that STRI was invited to become an Associate of the IAI at the 32nd meeting of the IAI Conference of the Parties (Videoconference, 22-23 May 2024) under Article XI, *Associates of the Institute*, of the *Agreement Establishing the Inter-American Institute for Global Change Research*;

**Considering** the potential for successful collaboration between STRI and the IAI Directorate in health, climate change, indigenous peoples, local communities, biodiversity, ecosystems, and related global environmental change issues in the Americas;

**Noting** that STRI's mission includes scientific research, education, and outreach, focusing on tropical biodiversity, conservation, and sustainable resource management, as well as its commitment to collaborating with national and international institutions;

**Recalling** that the IAI is an intergovernmental organization with 19 member countries in the Americas and the Caribbean envisioned to foster regional cooperation in global change research, promoting science-based policy actions to address the multifaceted challenges of global change across the Americas;

**Recognizing** that both STRI and the IAI value strengthening regional capacities to tackle the complexities of global change, as well as promoting sustainable development in line with international frameworks, including the Sustainable Development Goals (SDGs), the United Nations Strategic Plan for Biodiversity, and other multilateral agreements;

Now, therefore, STRI and the IAI Directorate agree as follows:

## **1. AREAS OF COLLABORATION**

**STRI** and the **IAI Directorate** aim to enhance collaboration and the exchange of information in areas related to health, climate change, indigenous peoples and local communities, biodiversity, ecosystems, and sustainable development across the region, and, in particular, to cooperate in the following in the following areas:

- **Strengthening Collaboration Mechanisms:** Enhance collaboration between scientists from STRI and the IAI networks to support the missions of both institutions in understanding and addressing global change impacts on biodiversity, health, and ecosystems.
- **Knowledge and Data Sharing:** Exchange scientific data, research findings, and technical knowledge with IAI Parties and the global scientific communities to enhance capacities in areas related to tropical biodiversity, conservation, and sustainable development.
  - Exchange information and collaborate, as appropriate, on projects and initiatives related to science diplomacy and the science-policy interface concerning global change within the framework of the IAI Science Diplomacy Center;
  - Exchange information and collaborate, as appropriate, on projects and initiatives related to transdisciplinary science.
  - Exchange information and collaborate, as appropriate, on projects and initiatives related to open data and open science.
  - Exchange information and collaborate, as appropriate, on projects and initiatives related Equity, Diversity and Inclusion in science, including but not limited to weaving of knowledge co-production with and for Indigenous Peoples and local communities.
- **Capacity-Building Programs:** Develop joint capacity-building initiatives and training programs.
- **Regional Cooperation:** Facilitate communication mechanisms and initiatives to enhance collaboration across IAI-member states of the Americas and with other non-member states, particularly in research on global environmental change and sustainable development.
- **Joint Proposals and Funding:** Collaborate on developing joint proposals and seeking funding for initiatives that align with the mutual goals of both organizations.

**STRI** and the **IAI Directorate** will invite each other's representatives to participate in relevant meetings allowing the participation of observers, if topics of common interest are discussed.

## **2. SPECIFIC AGREEMENTS**

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

The joint projects that are agreed upon will be under the direct responsibility of coordinators designated by the respective institutions, who will report to their own project authorities on their achievements, based on an evaluation that will be carried out periodically in accordance with the time criteria that are established in each case.

## **3. NO FINANCIAL COMMITMENTS**

The signing of this Memorandum of Understanding does not imply any budgetary obligation and only represents the manifestation of a mutual interest in collaboration that will be specified in a timely manner between the parties, establishing in the specific agreements set forth in section 2, the commitments, scope and contributions of each of them. The execution of research projects will depend on the joint efforts of the signatories and the support that can be obtained from other institutions associated with them, to ensure that the necessary funds are obtained in order to meet the expenses related to research, conservation and dissemination activities, among others, to be carried out in accordance with the provisions herein.

## **4. COORDINATORS.**

To facilitate the exchange of information between the two organizations, each organization designates the following persons as its official contact for the purposes of this Memorandum

By STRI

Joshua Tewksbury

Earl S. Tupper, Research

Library and Conference Center

Ancón, Panamá

Telephone: +507-212-8086

Email: [Tewksburyj@si.edu](mailto:Tewksburyj@si.edu)

By IAI DIRECTORATE

Anna Stewart Ibarra

Edificio #104, Oficina #24

Calle Luis Bonilla  
Ciudad del Saber, Clayton  
Panamá  
Telephone: +598 97 292 712  
Email: [anna.stewart@dir.iai.int](mailto:anna.stewart@dir.iai.int)

Each party shall notify the other party, in writing, of the appointment of a new coordinator, which designation shall become effective fifteen (15) calendar days after receipt of the written notification.

## **5. NOTIFICATIONS**

Any official notification or communication to any Party shall be made in writing signed by the Party that granted it, delivered in digital format, either by e-mail or fax, or even in print, by hand or by post, and addressed to the Institutional Representative of the Party. The notification will only take effect when it is received by the addressee.

## **6. DISCLOSURE.**

Both parties may disclose to the public the existence of this Memorandum of Understanding and provide information regarding the activities and projects contemplated herein, in accordance with their respective disclosure policies. Nothing in this Memorandum of Understanding shall be considered confidential.

## **7. USE OF NAME AND LOGO.**

Neither party may make use of the name or logo of the other party in any way or for any purpose, without the prior written and express consent of the party to whom the name or logo belongs, and even in such cases, the name and logo will be used in compliance with the policies, regulations and internal rules of the organization to which the logo belongs.

## **8. INTELLECTUAL PROPERTY**

Each Party shall retain all rights, including copyright, in the intellectual property produced or contributed by its employees, agents, and contractors pursuant to this Memorandum of Understanding. The Parties shall cooperate in the identification of intellectual property that is the exclusive work of a Party and that is the product of a collaborative effort. If the contribution results in copyrightable subject matter, the Parties agree to be joint owners of the copyright, with the understanding that both Parties may use, copy or distribute, publish and freely authorize others to use such materials, in all media now known or hereafter invented, for educational purposes, subject

to providing credit to the other Party. The use of these materials for commercial purposes will require the signing of a prior written agreement between the Parties that reflects the contribution of each one to the development of the materials subject to commercial use.

#### **9. NON-DISCRIMINATION.**

In the administration and execution of this Memorandum of Understanding and any specific project executed on the basis thereof, the parties shall not discriminate against any individual on any ground or for any reason prohibited by applicable laws, including in particular on the basis of gender, race, sex, age, disability, ethnic origin, religion, or national origin.

#### **10. DURATION.**

This memorandum shall remain in place for five (5) years from the date of signature of this memorandum by both parties and shall automatically renew for similar periods until either party expresses to the other party in writing its intention to terminate it in the manner described in section 11.

#### **11. EARLY TERMINATION.**

Either party may terminate this memorandum in advance, giving written notice to the other party, sixty (60) days prior to the effective date of termination. In such cases, neither party shall be entitled to any compensation for any damage or injury that early termination may cause them. However, the parties undertake to comply with any commitment that they had agreed to on the date of early termination and that had been reflected in a specific collaboration agreement that is already in execution at the time the early termination is implemented.

#### **12. NATURE OF THE RELATIONSHIP.**

Nothing in this memorandum shall be construed to imply or imply either expressly or implicitly the creation of an agency, partnership, investment or other relationship between the parties and the parties are prohibited from representing otherwise, whether such representation is express or implied, to any third parties with whom they interact in the implementation of this memorandum or any specific agreement entered into in accordance with the terms of this memorandum.

No provision of this MoU shall be interpreted in a way that interferes in any way with the respective decision-making processes of the Parties concerning their respective affairs and operations. Each Party shall bear its own costs incurred in implementing its responsibilities under this MoU.

#### **13. INDEMNIFICATION**

To the extent authorized by law, each Party agrees to indemnify and hold harmless the other Party from any and all claims, liabilities, damages, and expenses arising out of or related to this Memorandum of Understanding or any project arising under it, arising out of or based on any claim alleging that the party before whom the Memorandum of Understanding is filed, through its actions or omissions carried out under the terms of this MOU, has caused damage or injury to the claimant, except where such damage or injury was caused by the negligence or willful misconduct of the Party against whom the claim is brought. Each Party is responsible for the acts, omissions, or negligence of its own officers, employees, agents, and representatives acting within the scope of their employment.

#### **14. ASSIGNMENT**

The responsibilities and rights of the parties arising from this Memorandum of Understanding may not be assigned in whole or in part without the prior written authorization of the opposing party.

#### **15. DISPUTE RESOLUTION.**

Any dispute arising out of this memorandum, whether related to its interpretation, implementation, or any other aspect thereof, shall be resolved by good faith negotiations and consultations among the representatives assigned for such purpose by the Parties, or in any other manner mutually agreed upon by the parties.

#### **16. LEGISLATION**

This MoU shall be governed by the law or laws applicable to it.

#### **17. MODIFICATIONS.**

Any modification or change to the terms and conditions of this Memorandum of Understanding must be in writing and signed by the representatives of both parties.

#### **18. FORTUITOUS EVENT AND FORCE MAJEURE**

The Parties acknowledge that this Memorandum of Understanding or any project arising under it may be suspended or terminated due to a force majeure event, including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance, terrorism, act of God, state, local, or national law, decrees or ordinances, or any executive or judicial order, or any other reason beyond the control of the Parties. Each Party shall notify the other as soon as it becomes aware of any force majeure event that delays or prevents compliance with this MOU or any specific agreement entered into pursuant to this MOU. In the event of force majeure, the

Parties shall consult with each other to determine a revised timetable for compliance or whether to terminate the Memorandum of Understanding.

#### **19. UNDERSTANDING IN ITS ENTIRETY**

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

#### **20. NO EXCLUSIVITY.**

Both parties are free to enter into other agreements for purposes similar to and even identical to those set forth in this memorandum.

#### **21. SIGNATURES AND DIGITAL COPIES.**

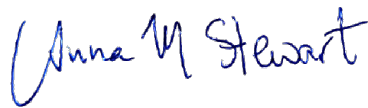
Signatures in this MOU sent by fax or pdf are valid and binding as original signatures. The Parties may prove the execution of this MOU by means of photocopying, facsimile or other electronic means, copies of which will have the same effect and validity as an original signed with ink.

#### **22. MISCELLANEOUS**

Any other details related to this memorandum and its secondary activities that have not been specifically stated and regulated herein shall be resolved by mutual agreement of the parties, as necessary, always guided by good faith and the interest of mutual cooperation.

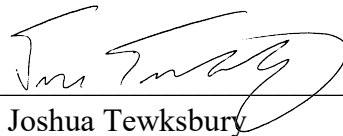
In proof of all the foregoing, the parties sign this Memorandum of Understanding in two (2) originals of equal text and value, one for each party.

Panama, December 16, 2024.



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Anna Stewart Ibarra  
Executive Director  
Inter-American Institute of  
Global Change Research



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Dr. Joshua Tewksbury  
Director  
Smithsonian Tropical Research Institute  
STRI