

## **iNATURALIST MEMBER AGREEMENT**

This iNaturalist Member Agreement (this "Agreement") is made on this 14<sup>th</sup> day of September, 2020 (the "Effective Date"), by and between

Agencia Estatal Consejo Superior de Investigaciones Científicas\_(the **Spanish National Research Council, Spain**), acting through the **Global Biodiversity Information Facility (GBIF) Node Unit** (hereinafter "CSIC" and/or "Member"), whose registered office is in c/ Serrano 117, Madrid 28006, represented by Prof Jesús Marco de Lucas Vice President of Scientific and Technical Research, who has been duly empowered by the Presidency of CSIC pursuant to the Resolution dated 20 April 2017 concerning delegation of powers (Oficial Journal 23 May 2017), and the **California Academy of Sciences**, a 501(c)(3) California non-profit public benefit corporation, USA (the "Academy") represented by its Chief Financial Officer, Mike McGee, and the **National Geographic Society**, a 501(c)(3) District of Columbia non-profit corporation, USA ("National Geographic") represented by its Vice President & Senior Associate General Counsel, Jeanne Fink. The Academy, National Geographic, and CSIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the iNaturalist platform ("iNaturalist.org"), a jointly-owned program of the Academy and National Geographic ("iNaturalist"), is an online, non-commercial educational platform promoting a social network of people sharing biodiversity information to help each other learn about nature. It is also a crowdsourced species identification system and an organism occurrence recording tool; and

**WHEREAS**, CSIC desires to operate a customized, branded, bi-lingual or multi-lingual instance as applicable, of the iNaturalist software connected as a gateway (the "Spain Gateway") to the iNaturalist networked infrastructure maintained by the Academy (the "Network") and by so-doing, to become a member of the iNaturalist Network; and

**WHEREAS**, the Academy and National Geographic, acting through iNaturalist, wish to collaborate with CSIC to facilitate its participation in the Network and operation of the Spain Gateway for the purpose of helping to build a global community of naturalists and maintain a secure and open repository of the community's observations:

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, agree as follows:

### **1. iNATURALIST NETWORK MEMBERSHIP.**

Pursuant to the terms and conditions of this Agreement, CSIC agrees to become a member of the iNaturalist Network, and to operate its Spain Gateway; and, as a Network Member, the Academy and National Geographic agree to grant CSIC the following:

- (a) Access to Network shared infrastructure and participation in the iNaturalist Network Member Committee;
- (b) Access to private location data as detailed in Section 3(c) herein;
- (c) Access to the Spain Gateway users' contact information solely for the purposes of communications related to Spain Gateway; and

(d) At CSIC's sole discretion, a means through the Spain Gateway for users to make charitable contributions directly to CSIC solely for the purpose of promoting CSIC's activities as an iNaturalist Network Member.

## 2. MEMBER RESPONSIBILITIES.

As a member of the iNaturalist Network, CSIC agrees to:

(a) Promote the Spain Gateway to members of the public, scientists, and educators within Spain in order to grow the number of users, observations, identifications, and species observed on and through Spain Gateway, and to benefit Spain's biodiversity by promoting research and applied use of data from Spain;

(b) **Select one** of the following options:

1.  Upon iNaturalist's prior approval of a web domain name (such approval not to be unreasonably withheld), secure and maintain the approved web domain and a Secure Sockets Layer (SSL) Certificate for the Spain Gateway registered under CSIC.
2. Utilize the web subdomain (spain.inaturalist.org) for the Spain Gateway registered under and maintained by iNaturalist.

(a) At the request of the iNaturalist administrator, provide any assets and assistance as needed to customize, brand, translate, and otherwise localize the Spain Gateway, pursuant to the guidelines below. Should CSIC decline to provide such assets as requested, the localization of the Spain Gateway will default to those displayed and found on iNaturalist.org;

1. Customization of the Spain Gateway, including the home page, footer, and wiki-style pages, must not interfere with the style or functionality of the iNaturalist platform beyond the areas being customized, including but not limited to the iNaturalist Privacy Policy (<https://www.inaturalist.org/pages/privacy>) and Terms of Service (<https://www.inaturalist.org/pages/terms>); and all branding and credits must be formatted pursuant to the terms in Section 4 herein.
2. Comply with all laws, rules and regulations of CSIC's jurisdiction, including all rules and regulations regarding the collection and use of personal information. CSIC shall be responsible for any translations necessary under CSIC's jurisdiction and/or pursuant to GDPR compliance of the iNaturalist Privacy Policy and Terms of Service.
3. CSIC's custom home pages must not include iframes.
4. CSIC custom content must not interfere with the style or functionality of the iNaturalist platform's header or footer, and customized footers must not interfere with anything outside the footer.

5. CSIC'S content on the customized home page is subject to technical review and revision by the iNaturalist administrator (allowing two (2) weeks prior to release, or any major revision).
- (b) Promote and model community behavior in accordance with the iNaturalist community guidelines (found at <https://www.inaturalist.org/pages/community+guidelines>) (such guidelines may be updated from time to time and without prior notice at the sole discretion of iNaturalist);
- (c) Should CSIC desire new entries or updates to the following types of data sets, CSIC must take the primary responsibility for formatting these data sets for entry into iNaturalist platform:
1. Municipal and national protected area boundaries;
  2. National species checklists including presence/absence and native/introduced status;
  3. National and sub-national conservation statuses, where applicable;
  4. Local common names for organisms names in the relevant languages.
- (d) Serve on the iNaturalist Network Member Committee and correspond with Committee members in written and spoken English;
- (h) Ensure the secure storage and responsible use of the data detailed in Section 3(c) herein and defined as “Secured Data,” by:
1. Assessing the validity and appropriateness of data requests and their potential outcomes for research and conservation;
  2. Convey in writing to Spain affiliates, their responsibility to also ensure the security of such data and not to expose it publicly in any way, or share or use it beyond its original intended purpose;
  3. Document all instances and mechanisms\* of sharing Secured Data and the associated results, outcomes, or intended uses; and
- \*“Mechanisms” as herein used, shall mean those agreements between national public authorities, including ministries and CSIC for having authorized access to restricted use data (secured data) through a portal, which allows them to also browse occurrences without making a download that is documented and stored. All activities through said portal are logged for resolving any potential unclear issues in data usage.
- (i) Submit an annual report (on or before December 1 of each year of the Term) on Spain Gateway activities (to include all instances of sharing Secured Data as it pertains to true observation coordinates/location and, whenever possible, the associated results, outcomes, or intended uses of such Secured Data), accomplishments, and challenges.

### 3. iNATURALIST RESPONSIBILITIES.

iNaturalist agrees to:

- (a) Assist in setting up the Spain Gateway connection to the Network, including but not limited to:
  1. Configuring the Spain Gateway with the CSIC branding on the domain secured by CSIC;
  2. Configure the iPhone and Android applications' to include CSIC and Spain Gateway branding, as further described in Section 4 herein and as applicable. The Parties will confirm the implementation date;
  3. Restrict the default geographic view of the Spain Gateway to the national boundary (excluding the Exclusive Economic Zone, hereafter "EEZ").
  4. Create a Spain EEZ boundary that is based on boundaries defined in [www.marineregions.org](http://www.marineregions.org), and that is a non-overlapping, adjacent boundary with the existing national boundary found on iNaturalist.
- (b) Maintain the Network infrastructure on which the Spain Gateway depends;
- (c) At least semi-annually, on or before June 1 and December 1 of each year of the Term, share the following data (the "Secured Data") securely with CSIC and/or its affiliated organization(s):
  1. Email addresses of users affiliated with the Spain Gateway;
  2. True coordinates of all observations observed within Spain (and Spain's Exclusive Economic Zone) that are automatically obscured by the iNaturalist software due to conservation status of associated taxa (as opposed to explicitly obscured by user-selected geo-privacy settings), regardless of user affiliation;
  3. True coordinates of all observations from users affiliated with the Spain Gateway that have user-selected geoprivacy settings other than "open".
- (d) Comply with all laws, rules and regulations of iNaturalist's jurisdiction, including all rules and regulations regarding the General Data Protection Regulation ("GDPR") and the collection and use of personal information/Secured Data through the iNaturalist Privacy Policy (<https://www.inaturalist.org/pages/privacy>) and Terms of Service (<https://www.inaturalist.org/pages/terms>).
- (e) Convene quarterly iNaturalist Network Member Committee meetings to help manage and grow the Network with new Network members, and to discuss and collaborate in good faith Network Member recommendations to iNaturalist; and

(f) Recognize CSIC's status as a member of the Network on [www.iNaturalist.org](http://www.iNaturalist.org) and in other online platforms as applicable.

#### **4. BRANDING; ATTRIBUTION; TRADEMARK LICENSE.**

(a) CSIC agrees that the Spain Gateway will be branded as "Natusfera", pursuant to the trademark license granted below.

(b) Should CSIC desire to have a Spain-specific plant or animal design element (the Spain Design Element") as a component of the Spain Gateway branding, CSIC and iNaturalist will jointly develop the Spain Design Element, which iNaturalist will license to CSIC for use in connection with the Spain iNaturalist Gateway.

(c) Academy and National Geographic hereby grant CSIC the right to use the Academy and National Geographic trademarks iNATURALIST, iNATURALIST.ORG, iNAT, the iNaturalist Bird Logo Design and the Spain Design Element (collectively, the "iNaturalist Trademarks") in connection with the Spain Gateway and related goods and services and pursuant to the terms of this Agreement.

(d) CSIC agrees to follow all iNaturalist Branding Guidelines, as provided by iNaturalist to CSIC, including colors, fonts, and overall look and feel for the Spain Gateway, including for use of the iNaturalist Trademarks. CSIC shall submit all Gateway design elements to Academy for approval prior to public release and shall make all revisions to the Gateway Design elements as reasonably requested by Academy.

(e) CSIC agrees that all use of the iNaturalist Trademarks shall be for non-commercial purposes and solely pursuant to the terms of this Agreement and that all goodwill in the iNaturalist Trademarks shall inure solely to Academy and National Geographic. CSIC agrees not to register or seek to register, or assist any third party to register or seek to register, the iNaturalist Trademarks or any trademarks that are similar to the iNaturalist Trademarks, or to take any action to oppose or challenge Academy's and National Geographic's rights in the iNaturalist Trademarks.

(f) CSIC agrees to acknowledge membership in the iNaturalist Network on the Spain Gateway in the form of: "Member of the iNaturalist Network, a joint initiative of the California Academy of Sciences and National Geographic Society" with a link to [iNaturalist.org](http://iNaturalist.org), its Privacy Policy and Terms of Service.

#### **5. TERM.**

This Agreement and Network Membership shall commence on the Effective Date and remain in effect for an Initial Term of three (3) years (the "Initial Term"). This Agreement and Network Membership shall renew automatically for consecutive one-year periods, unless CSIC notifies Academy and National Geographic, pursuant to Section 6 herein, of its intention to withdraw at least six (6) months prior to an annual renewal date, in which case by the renewal date, iNaturalist will provide CSIC with a copy of all current database content for users affiliated with the Spain Gateway. The Academy and National Geographic will retain the right to all database content previously posted through the Spain Gateway.

## **6. TERMINATION.**

iNaturalist or CSIC may terminate this Agreement without cause upon giving six (6) months prior written notice thereof to the other Party (such notice to establish "CSIC'S Termination Date" or "iNaturalist's Termination Date" as appropriate).

(a) Upon CSIC'S termination of this Agreement and departure from the Network, CSIC shall notify all users affiliated with CSIC and Spain Gateway at least three (3) months prior to the Termination Date.

(b) Upon CSIC'S Termination Date, iNaturalist will archive all data created by users affiliated with the Spain Gateway, including Secured Data, and deliver a copy of the archived data to CSIC within thirty (30) days of Termination Date. Spain Gateway user affiliations will revert to general iNaturalist.org user affiliations, and all user data will not be deleted from www.iNaturalist.org, unless requested by a user when deleting their account.

(c) Upon iNaturalist's Termination Date, iNaturalist will archive all data created by users affiliated with the Spain Gateway, including Secured Data, and deliver a copy of the archived data to CSIC within thirty (30) days of Termination Date.

(d) If after termination of this Agreement the Spain Gateway domain (www.natusfera.org) is closed, CSIC shall, at its sole expense, redirect users attempting to access the closed Spain Gateway domain, to www.inaturalist.org (for continuity of links elsewhere online) for at least one (1) year following the Termination Date. Notwithstanding the terms of the previous sentence, CSIC shall be entitled to take the necessary actions in order to maintain the continuity of Natusfera, www.natusfera.org, and its community of users by using a technological platform other than www.iNaturalist.org after CSIC's Termination Date or iNaturalist's Termination Date as the case may be.

Upon termination by either Party, CSIC will promptly cease using the iNaturalist Trademarks.

## **7. iNATURALIST SOFTWARE.**

Any contributions made by either Party to the iNaturalist software will be licensed under the existing MIT open-source license used by the iNaturalist software (<https://github.com/inaturalist/inaturalist/blob/master/MIT-LICENSE>).

## **8. FORCE MAJEURE.**

No Party to this Agreement shall be liable for any act, omission, failure, or delay to fulfill its obligations under this Agreement resulting from any cause beyond its reasonable control, including acts of God, strikes, terrorism, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, earthquakes or other disasters. In the event of Force Majeure, the Party who is unable to fulfill its obligations shall immediately notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of the failure and use all reasonable endeavors to avoid or remove the cause and perform its obligations as soon as possible.

## 9. INDEMNIFICATION.

Each Party shall indemnify, defend, protect and hold harmless the other, its trustees, directors, officers, successors, assigns, agents and employees from any and all loss, damage, claims, actions and suits, including all reasonable costs, expenses and attorney fees incurred by the other Party in connection with or arising out of the Party's gross negligence or willful misconduct under this Agreement or in connection with the iNaturalist Network.

## 10. CONTACTS.

For [www.iNaturalist.org](http://www.iNaturalist.org) Network:

Carrie E. Seltzer, Stakeholder Engagement Strategist  
California Academy of Sciences  
55 Music Concourse Drive  
San Francisco, California 94118 USA  
[cseltzer@calacademy.org](mailto:cseltzer@calacademy.org)

with a copy to:

Scott Loarie, iNaturalist Co-Director, [sloarie@calacademy.org](mailto:sloarie@calacademy.org)  
Ken-ichi Ueda, iNaturalist Co-Director, [kueda@calacademy.org](mailto:kueda@calacademy.org)

For Notices to Academy:

Barbara D. Andrews, Legal Manager  
California Academy of Sciences  
55 Music Concourse Drive  
San Francisco, California 94118 USA  
[legal@calacademy.org](mailto:legal@calacademy.org)

For Notices to National Geographic:

Valerie Craig, Interim Chief Science & Innovation Officer  
National Geographic Society  
1145 17<sup>th</sup> Street, NW  
Washington, DC 20036 USA  
[vcraig@ngs.org](mailto:vcraig@ngs.org)

with a copy to:

Teresa Leonardo, Director, Citizen Science & Special Projects  
[tleonardo@ngs.org](mailto:tleonardo@ngs.org), and  
Jeanne M. Fink, Vice President & Senior Associate General Counsel  
[jfink@ngs.org](mailto:jfink@ngs.org)  
SAME ADDRESS

For CSIC'S primary contact(s) for Network and Notices:

Jesús Marco de Lucas  
Vice President of Scientific and Technical Research of the CSIC  
Agencia Estatal Consejo Superior de Investigaciones Científicas  
(Spanish National Research Council)  
Calle de Serrano, 117, 28006 Madrid  
SPAIN  
[vicyt@csic.es](mailto:vicyt@csic.es)

Francisco Pando De la Hoz  
Node Manager of GBIF Spain  
Real Jardín Botánico-CSIC  
Plaza de Murillo, 2. 28014 Madrid  
SPAIN  
[pando@rjb.csic.es](mailto:pando@rjb.csic.es)

**11. ASSIGNMENT.**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Notwithstanding the foregoing sentence, however, this Agreement may not be assigned by a Party without the prior written consent of the other Party; provided, however, that in the event of the sale of all or substantially all of the stock, business or assets of a Party, this Agreement shall terminate as to that Party unless the other Party has given prior written consent to the sale and the proposed assignee agrees in writing to be bound by the terms of this Agreement.

**12. GENERAL.**

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of California, excluding any conflict of laws provisions thereof. In all instances, the Parties shall exert earnest efforts to meet for a dialogue for the purpose of resolving any conflict or controversy that may arise between or among the Parties, by reason of or as a result of breach of any of the agreed upon terms and conditions of this Agreement, before resorting to judicial action. In any such dialogue, the Parties shall strive to give importance to the pursuit of enhancing international collaboration for the dissemination of biodiversity information for the mutual benefit of the Parties.

(b) Entire Agreement. This Agreement represents the entire understanding between the Parties with respect to the matters contained herein and, except as otherwise provided in this Agreement, it may be amended only by an instrument in writing signed by the Parties.

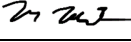
(c) No Partnership or Agency; Third Party Rights. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties hereto or be deemed to constitute either Party as an agent for the other Party for any purpose whatsoever. Each Party is an independent contractor and not an employee of the other Party, and each Party shall bear its own costs incurred in the performance of this Agreement. This Agreement is solely for the benefit of the Parties hereto and nothing herein, express or implied, shall

be deemed to be for the benefit of any third Party or create any third Party rights or standing to sue.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

**CALIFORNIA ACADEMY OF SCIENCES**

**NATIONAL GEOGRAPHIC SOCIETY**

By: DocuSigned by:  616F668D2BD348B...

By: DocuSigned by:  3AFDF540BF0E49D...

Name: Mike McGee  
Title: Chief Financial Officer

Name: Jeanne M. Fink  
Title: Vice President & Senior Associate  
General Counsel

Date: 9/21/2020

Date: 9/23/2020

**AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS**

**(SPANISH NATIONAL RESEARCH COUNCIL)**



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By: \_\_\_\_\_

Name: Prof Jesús Marco de Lucas  
Title: Vice President of Scientific and  
Technical Research of the CSIC

Date: \_\_\_\_\_