

# **Improving** **Smithsonian** Collaborations

A Report by  
The Smithsonian Leadership Development Program  
Inaugural Class

April 2009

Table of Contents:

---

Executive Summary ➤ Recommendations ..... 2

Background..... 4

Part I: Fostering a Culture of Collaboration..... 7

---

    Culture ➤ Leadership ..... 7

    Culture ➤ Skills..... 8

    Culture ➤ Cost-Benefit Analysis..... 12

    Culture ➤ Assessments ..... 14

Part II: Tools for Collaboration..... 16

---

    Tools ➤ Coordination..... 16

    Tools ➤ Structured Agreements ..... 17

    Tools ➤ Tracking Mechanisms ..... 18

    Tools ➤ Communication ..... 19

    Tools ➤ Collaboration Checklists ..... 19

Appendices..... 28

## Executive Summary > Recommendations

---

The principal focus of this report by the Smithsonian Leadership Development Program (SLDP) is improving collaborations—both external and internal. Until the Institution creates a different culture that favors collaboration, promotes risk taking, and rewards those who are successful in breaking through barriers, the Institution will continue to remain insular and unable to break out of “independent silos.” Collaboration has enormous potential to enhance the process of academic inquiry and public outreach by bringing together expertise and resources across organizational lines. Partnerships with peer organizations may also open new avenues of revenue generation that will increase financial support for mission-related activities. Following is a list of the recommendations developed in the body of this report.

**Recommendation 1:** Secretary Clough should continue to promote new forms of collaboration, both in his actions and his policies. He should make clear to Smithsonian unit leaders that this is a leadership value that he strongly supports and also that he is willing to see the Institution take risks in this area.

**Recommendation 2:** The new Smithsonian Strategic Plan should highlight collaboration as a central value of the Smithsonian. It should include goals and objectives that will incorporate increased collaboration both internally and externally.

**Recommendation 3:** The Smithsonian should sponsor an event to focus the Institution on the importance of collaboration to the future of the Institution. The event should include reports from members of the SLDP team and also remarks by others at the Smithsonian whom the team has identified as change agents for fostering Smithsonian collaborations.

**Recommendation 4:** Smithsonian leaders should use human capital strategies effectively to encourage increased collaboration. These include providing greater opportunity for rotational assignments, emphasizing collaborative projects in annual performance plans, and encouraging greater openness to bringing outside staff into the Smithsonian to work on collaborative efforts.

Recommendation 5: The Smithsonian should recognize that fostering better collaboration requires understanding the nature and complexity of the process. Collaboration skills should be taught to Smithsonian leaders so they will be prepared to lead major collaborative efforts.

Recommendation 6: Before a major collaboration is undertaken, the Smithsonian should do a rigorous cost-benefit analysis of the project. This should include a realistic assessment of incentives at both the Institutional and staff level. Close attention should also be paid to the duration of the agreement, the inclusion of periodic reviews, and reauthorization of long-term efforts.

Recommendation 7: At the conclusion of a collaboration, the Smithsonian should commit to a comprehensive evaluation as a means of learning from the experience and improving future efforts. This evaluation should not be a threatening or fault-finding exercise, but rather an appropriate part of process improvement.

Recommendation 8: The Smithsonian should consider establishing an Office of Smithsonian Collaborations. This office could provide guidance and resources to staff throughout the process of developing a collaboration. Such assistance would include help in developing agreements, coordinating review across relevant Smithsonian units, and possibly assistance in brokering agreements.

Recommendation 9: The initiative for collaborations often comes from lower levels in Smithsonian organizations, not from senior management. But however they are initiated, collaborations should be developed using previous models and established pathways when possible and should be carefully monitored by management.

Recommendation 10: The Smithsonian should implement an effective tracking mechanism and create a database that can collect the primary data on all of the collaborative arrangements in existence at the Institution.

Recommendation 11: Staff who are establishing collaborations should ensure that they communicate effectively, both internally and externally. One part of this process for major collaborations is working together with the Office of Public Affairs and Office of External Affairs to create a communications plan early in the process.

## Background

---

The inaugural class of the Smithsonian Leadership Development Program (SLDP) convened in October 2007. This 18-month program, designed to identify and train the next generation of Smithsonian leaders, has included seminars with senior staff, site visits to Smithsonian venues, discussions of selected readings on Smithsonian history and culture, and a week-long offsite executive education program conducted by faculty from the Business School of Georgetown University. All the program elements focused on helping participants understand the challenges of fulfilling the Smithsonian mission in the 21<sup>st</sup> century.

The SLDP inaugural class members were:

David Allison	<i>Chair, Information Technology &amp; Communications, National Museum of American History</i>
Karen Avery	<i>Director of Foundation Relations, Office of External Affairs</i>
Roger Brissenden	<i>Associate Director, High Energy Astrophysics Division and Manager, Chandra X-ray Center, Harvard-Smithsonian Center for Astrophysics</i>
Francisco Dallmeier	<i>Director, Center for Conservation Education and Sustainability, Smithsonian Conservation Biology Institute</i>
Elizabeth Duggal	<i>Associate Director for External Affairs and Public Programs, National Museum of Natural History</i>
Pherabe Kolb	<i>Senior Program Officer, Office of the Under Secretary for Finance and Administration</i>
Salim Mawani	<i>Financial Policies and Procedures Division Manager, Office of the Comptroller</i>
Scott Miller	<i>Deputy Under Secretary for Science and Research Entomologist at the Smithsonian National Museum of Natural History</i>
Debra Nauta-Rodriguez	<i>Project Executive, Office of Facilities, Engineering, and Operations, Office of Planning and Project Management</i>
Dianne Niedner	<i>Senior Program Officer, Office of the Under Secretary for History, Art, and Culture</i>
Mary Augusta Thomas	<i>Deputy Director, Smithsonian Institution Libraries</i>

One important component of the SLDP process was completing a group management project. The criteria that the group established for the project were that it must:

- Utilize the experiences, skills and perspectives of all SLDP members;
- Take a pan-Institutional perspective;
- Address a real need that is endorsed by the Secretary and other senior leaders;
- Produce deliverables that would be useful to the Institution; and
- Include recommendations for future action.

Given those parameters, the group decided to conduct a study of how the Smithsonian could improve its use of collaboration to accomplish its mission. The goal was to enhance the ability of the Smithsonian to enter into strategic collaborations by making it easier to initiate, develop, structure, oversee, and evaluate them.

While the principal focus of the report is on improving external collaborations, it became clear during the study that improving internal collaborations—especially inter-unit collaborations—is also necessary. While most recommendations apply to both forms of collaboration, some relate only to one form or the other.

The report is divided into two sections:

- Fostering a Culture of Collaboration
- Tools for Collaboration

Initially the group planned only to focus on tools for collaboration. However, interviews with staff members consistently surfaced the need for a cultural change at the Smithsonian. We heard repeatedly that unless and until the Institution created a different culture that favored collaboration, promoted risk-taking, and rewarded those who were successful in breaking through barriers, the Institution would continue to remain insular and unable to break out of “independent silos,” to repeat a metaphor we heard frequently.

## Part I: Fostering a Culture of Collaboration

---

The SLDP members believe that the effective utilization of collaborations with outside organizations will play a key role in the future success of the Smithsonian. Collaboration has and will continue to enhance the process of academic inquiry and public outreach by bringing together expertise and resources across organizational lines. Partnership with peer organizations may also open up new avenues of revenue generation that will increase financial support for mission-related activities.

Effective collaboration is not easy. Nor is it appropriate for every project or program. In some cases, individual effort remains the best approach. Collaboration requires time and effort to develop a team and make it work well. Being part of a team almost always requires members to cede part of their control over both process and results. Collaborations are at times unsuccessful, and when failure occurs, the process can leave team members demoralized and reluctant to participate in future collaborations.

In short, collaboration is a powerful tool for effective organizational management, but only if it is used well in the right circumstances. If collaboration is to become more engrained in Smithsonian operations, we need not only to promote it, but also to study it, adapt different forms of it, incentivize it, and provide the best tools to implement it.

### Culture ➤ Leadership

---

A consistent theme in our interviews was that if we are going to increase our use of collaboration both inside and outside the Institution, if we are really going to “break down the silos,” then the change must start at the top. The Secretary first, and then unit directors, must demonstrate their commitment to collaborative approaches.

We are already seeing evidence of this new trend in Secretary Clough’s leadership style. His town meetings, which are webcast, his efforts to spark new collaborations with area universities, his informative SI-wide emails on important policy issues, and his insistence that the Smithsonian Strategic Planning Initiative include a comprehensive employee survey all convey a new spirit of inclusiveness and transparency. This new spirit must spread more widely across the Smithsonian and throughout its leadership if increased collaboration is to become a core Institutional value. We have several recommendations.

Recommendation 1: Secretary Clough should continue to promote new forms of collaboration, both in his actions and his policies. He should make clear to Smithsonian unit leaders that this is a leadership value that he strongly supports and also that he is willing to see the Institution take risks in this area.

Recommendation 2: The new Smithsonian Strategic Plan should highlight collaboration as a central value of the Smithsonian. It should include goals and objectives that will incorporate increased collaboration both internally and externally.

Recommendation 3: The Smithsonian should sponsor an event to focus the Institution on the importance of collaboration to the future of the Institution. The event should include reports from members of the SLDP team and also remarks by others at the Smithsonian whom the team has identified as change agents for fostering Smithsonian collaborations.

Recommendation 4: Smithsonian leaders should use human capital strategies effectively to encourage increased collaboration. These include providing greater opportunity for rotational assignments, emphasizing collaborative projects in annual performance plans, and encouraging greater openness to bringing outside staff into the Smithsonian to work on collaborative efforts.

## Culture > Skills

---

Collaboration is a learned skill. If the Smithsonian is to be a successful and sought-after collaborator, we must train ourselves to think of efficient and strategic ways in which working with others can further our goals. We must then hold ourselves accountable for incorporating those approaches into all aspects of our work: how we generate ideas, how we propose to fund them, how we plan to carry them out, how we manage them, and how we ensure they are meeting the needs of the public we serve.

The Smithsonian Libraries is one of the units at the Institution that has been most successful in collaborating both internally and externally. With twenty locations in Washington, New York, Maryland, and Panama, the Libraries have always had to deal with diverse institutional environments. In addition, the Libraries have long endeavored to promote better integration of research and reference information about Smithsonian intellectual resources in libraries, archives, and artifact collections. In 2007, the Libraries took the first step in implementing a long-sought goal: integrated searching of holdings in library, archives, and collections using its “cross-catalog” searching utility. In doing so, it was collaborating not only across the Institution, but also with outside organizations and institutions that have been pursuing similar goals.

In reviewing the Libraries’ work, the SLDP team read a report that provided useful insight into the general process of fostering collaboration. The report is:

Diane M. Zorich, Günter Waibel, and Ricky Erway, [Beyond the Silos of the LAMs: Collaboration Among Libraries, Archives and Museums](#) (Dublin, Ohio: OCLC, 2008, ISBN: 1-55653-405-1 (978-1-55653-405-8) OCLC (WorldCat): 255969881)

The report’s authors found it useful to look at collaboration as a continuum, which should be understood in stages. In the following excerpt, we share a diagram they developed and a shortened version of their explanation of it.

**Figure 1: The Collaboration Continuum**



Broadly speaking, collaboration refers to a process in which two or more groups work together toward a common goal by sharing expertise, information and resources. However, characterizing such diverse endeavors by a single term masks important distinctions. The level of effort, aspiration and expertise required for the former is far less than what is needed for the latter.

To examine collaborative processes and behaviors in a more uniform manner, it is useful to view collaborative activities on a continuum (see above). As projects move from left to right on this continuum, the collaborative endeavor becomes more complex, the investment of effort becomes more significant, and the risks increase accordingly. However, the rewards also become greater, moving from singular, “one-off” projects to programs that can transform the services and functions of an organization.

The continuum starts with contact, when groups first meet to open up a dialogue and explore commonalities in activities and needs. No joint efforts or projects emerge at this stage, but there are investigative discussions about potential activities, and the “get to know you” nature of the

meeting leads to the development of interpersonal relationships that build a foundation of trust and allow groups to proceed further along this continuum.

The next major point on the continuum is cooperation. Often this benefit is nothing more than sharing information, or undertaking an activity on behalf of the other partners.

Coordination marks the next major point on the continuum. When cooperative activities move beyond a stage where they can be undertaken on an “as needed” or ad hoc basis, a framework is required to organize efforts and ensure that everyone in the group understands “who does what, when and where.” Efficiency becomes more critical, and activities must be planned in concert with schedules and staff availability in order to proceed smoothly. Calendaring, distribution lists, meeting reports and other communication tools emerge at this stage and support this framework.

Cooperation and coordination rely on informal or formal agreements between groups to achieve a common end. The next point on the continuum, collaboration, moves beyond agreements. It is a “... process of shared creation: two or more [groups]...interacting to create a shared understanding that none had previously possessed or could have come to on their own.” Information is not just exchanged; it is used to create something new. In collaboration, “something is there that wasn’t there before.”

The endpoint of the collaboration continuum is convergence, a state in which collaboration around a specific function or idea has become so extensive, engrained and assumed that it is no longer recognized by others as a collaborative undertaking.

Collaboration requires trust and a willingness to give up control. Several leaders we interviewed indicated that a reluctance to cede control over outcomes was among the most important hindrances to increased collaboration at the Smithsonian. Scientists may want to shield data from others until they publish their own research. Historians may be uninterested in being part of an exhibition team with people from outside organizations that they don’t control. Curators may be unwilling to loan objects to affiliates when it is the affiliate, not the curator, who will determine how the object is interpreted and when it is displayed. Groups may be unwilling to adopt a new computer tool that they did not choose. The list could easily be expanded with many Smithsonian examples. But the message is clear. In order for collaboration to increase, participants must look to the greater good of the project instead of their own individual desire for control of the results.

Collaboration also requires flexibility. Another organization in the Smithsonian that has been an effective collaborator in recent years has been the Office of the Chief Information Officer. Ann Speyer, who heads the office, says “everything we do requires collaboration.” In an interview, she made clear that to be successful at collaborating, you must be adaptable. She showed us a list she updates regularly that currently includes 18 different pan-Institutional groups her organization is working with to improve internal Smithsonian IT functions. While all these groups are seeking effective collaboration, each operates in a slightly different way. While general forms of good collaboration can be taught, leaders must always be ready to customize techniques to the particular task and the group of people or institutions it involves.

Finally, collaboration requires a willingness to learn new things and new approaches. Carole Neves, head of the Office of Policy and Analysis, stated in an interview that she has been surprised in her many studies to find the degree to which Smithsonian staff tend to resist change. She believes the Institution must become more committed to becoming a true learning organization if collaboration is to increase. The Smithsonian should strive to be the very model of a learning organization: it should be open to new approaches that allow it to accomplish its mission more effectively and efficiently.

**Recommendation 5:** The Smithsonian should recognize that fostering better collaboration requires understanding the nature and complexity of the process. Collaboration skills should be taught to Smithsonian leaders so they will be prepared to lead major collaborative efforts.

### **Culture** ➤ **Cost-Benefit Analysis**

---

While we strongly believe that the Smithsonian needs to increase collaboration in the 21<sup>st</sup> century, we are well aware that in many cases, collaboration is not an appropriate choice. Indeed, because of the Smithsonian’s name and position as a leading United States cultural Institution, outside organizations frequently suggest collaborations that we find are not in our best interest.

Before entering into any significant collaboration, the Smithsonian should do a cost-benefit analysis. We should develop a general approach to this type of review that is consistent across the Institution. Reviews must be rigorous, but also flexible in order to cover the wide variety of collaborations into which the Smithsonian becomes involved.

Among the most important aspects of a cost-benefit analysis is paying direct attention to benefits and incentives of all parties. Benefits are often not obvious, and they must be carefully considered. Harold Closter, who heads Smithsonian Affiliations, was adamant on this point. He said that unless an affiliate project works not only for the management of two organizations, but also for the staff involved, it is highly likely to fail. Carol LeBlanc said similar thing about Smithsonian product development.

The Smithsonian is an institution that gives a large amount of freedom to its professional staff. Because most employees already are fully engaged, they are likely to be open to collaboration only when they think a new project will benefit them personally. As Harold said in his interview, the incentives can be many and varied. In some cases, they have to do with gaining access to additional funding for a Smithsonian project or the infusion of money into a 402 account. But this is far from the only possibility. For example we interviewed historian Barbara Clark-Smith about her collaborative effort with the Virginia Historical Society on an exhibition comparing the origins of Jamestown, Quebec, and Santa Fe. In her case, the opportunity of working with new people on a subject she would never have investigated on her own was a very compelling incentive, even when the original idea to conduct the project had not been hers. Other incentives can involve an opportunity to publish, or to travel, or to gain access to new data.

Another part of analyzing costs and benefits is looking carefully at the length of time a collaborative agreement will be in place. What starts out as a project that has benefits for the Smithsonian can, over time, devolve into a continuing effort that becomes a net liability. If a term limit and regular review points are not built into the collaboration agreement from the outset, then terminating the agreement can create many types of difficulties. Effective collaboration requires close attention to agreed terms.

While collaborations can help the Smithsonian leverage its resources, they can also be a drain on resources if the purpose of the collaboration takes staff and money away from other projects that are more central to the mission. On the other hand, collaborations can raise the profile of the Institution by enabling it to be associated with other prominent organizations in a way that exposes new audiences and constituencies to our work.

In sum, a number of issues should be taken into consideration when choosing a collaborative project and partner to determine whether the benefits of collaboration outweigh the costs. Below are some questions to consider that should aid in this analysis:

1. Is this project something that could only be done with a collaborator? If not, are there other reasons for choosing to collaborate?

2. What resources will be required to maintain the collaboration, and will it require more resources than undertaking the project alone?
3. What benefits/drawbacks are there to associating with the collaborative partners you have chosen? Do they have a solid reputation? Are they equipped to meet their obligations under the agreement and will they devote sufficient resources to it to ensure its success? How well does their mission relate to the mission of the Smithsonian? What incentives do they have to ensure this collaboration is a success? Are they organized and easy to work with? Are their standards of quality, transparency and efficiency in line with our expectations?
4. Do you know anyone at the Smithsonian or at another organization who has worked with these collaborative partners before? Was the experience good or bad? Are there any lessons learned that could be applied to this new project?

**Recommendation 6:** Before a major collaboration is undertaken, the Smithsonian should do a rigorous cost-benefit analysis of the project. This should include a realistic assessment of incentives at both the Institutional and staff level. Close attention should also be paid to the duration of the agreement, the inclusion of periodic reviews, and reauthorization of long-term efforts.

## Culture > Assessments

---

Collaboration requires taking risks. It can provide access to new ideas, different people with different perspectives or skills, additional money or other resources, more equipment, and different locations. All of these can be enormously beneficial. But such additions can also increase the possibility of failure.

The effect of failure at times is costly not only in terms of the project at hand, but also in terms of the “lessons” it leads people to draw. Often the lessons spring as much from emotional response (“never again”) as from any systematic analysis of what went right and what went wrong. When people have been negatively affected by an experience, they are less likely to want to collaborate in the future, even when it makes sense to do so.

Learning to collaborate better requires more than just learning better techniques. It also requires making assessments of what went well and what went badly in collaborative efforts. If the Smithsonian is truly going to become a learning organization that is more devoted to the difficult work of collaborating, then it needs to commit to making periodic assessments of its collaborative efforts to determine whether they should be expanded, eliminated, or combined. After collaboration is complete, the Smithsonian should conduct a retrospective analysis of both its strengths and weaknesses in an effort to learn from the experience.

Recommendation 7: At the conclusion of a collaboration, the Smithsonian should commit to a comprehensive evaluation as a means of learning from the experience and improving future efforts. This evaluation should not be a threatening or fault-finding exercise, but rather an appropriate part of process improvement.

## Part II: Tools for Collaboration

---

To foster a collaborative culture across the Smithsonian, we need to use the best tools and procedures. The SLDP carefully examined this aspect of the collaborative process. Our research clearly indicated that this is no standard approach. When it comes to forming collaborations at this Institution, most people do not know where to start.

### Tools➤Coordination

---

Almost everyone we interviewed spoke of the confusion that is associated with establishing collaborative agreements. No single office exists that is responsible for guiding individual staff or units through this process, nor are there any written directives on how to initiate a collaboration. It seems that each new potential collaborator is required to investigate and muddle through without guidance. A new Office of Collaborations could help units and staff identify potential partners, navigate the maze of internal service, and troubleshoot problems that arise when attempting to form new or different collaborations that don't fit the usual mold. It could also maintain a location on PRISM where staff could obtain information about collaborations and communicate with other staff about collaborative opportunities and challenges. If the function of initiating collaborations remains scattered across multiple units (e.g., OGC, OCON, OSP, OD), then at a minimum the Institution should establish a "Collaborations Working Group" to develop standard procedures and to share information about how collaborative agreements are progressing.

Recommendation 8: The Smithsonian should consider establishing an Office of Smithsonian Collaborations. This office could provide guidance and resources to staff throughout the process of developing a collaboration. Such assistance would include help in developing agreements, coordinating review across relevant Smithsonian units, and possibly assistance in brokering agreements.

## Tools►Structured Agreements

---

Collaborations and partnerships often work best when they are generated from the bottom up. The key participants who will be directly involved in making the collaboration successful should be the ones to set its scope and purpose. Also, competition is not always required when deciding on a collaborative partner. Transparency about how a partner is chosen is the best way to avoid criticism that the process was unfair. Senior officials (Under Secretaries, Unit Directors, Department Heads, etc.) should be involved near the completion of the agreement to ensure that the collaboration is in furtherance of the unit's or Institution's goals. But they should not be the ones driving the search for collaborative partners.

In an effort not to “reinvent the wheel” when it comes to forming collaborations, either externally or internally, we considered what steps needed to be taken to get a collaborative agreement started. We learned that routine forms of collaboration tend to follow a common pattern. In order to build upon a collaborative concept, a Memorandum of Understanding (MOU) should be created first. Units should contact the Office of General Counsel for advice on how to draft an MOU.

When a collaborative agreement involves financial obligations, units should contact the Office of the Chief Financial Officer, particularly when the collaboration involves payment or contribution. The Office of Sponsored Projects should be consulted if the collaboration is established by a grant agreement, and the Office of Development should always be contacted if the partnership involves a fundraising component.

With no formal definitions to guide the creation of a structured agreement, our interviews suggested that collaborations can be both informal and formal:

- Informal – gatherings, teams, committees, and working groups.
- Formal – MOAs, MOUs, grants, joint ventures, official partnerships, strategic alliances, contracts.

Most interviewees agreed that the lack of a consistent approach to drafting collaborative agreements has meant that terms and treatment of issues are not equal. The form of the agreement is often driven by who was asked to draft it (e.g., a lawyer in OGC versus a unit deputy director) and not by the content of the agreement itself.

For example, a simple MOU may suffice as the only necessary structured agreement to work on a research project with a local university, or a standard grant agreement can form the basis of a partnership with a philanthropic foundation. However, when an agreement rises to the level of a contract, with clear allocation of costs and risks, it is essential to consider any additional terms that would be strategically advantageous to include in the agreement. These include overhead cost recovery, determination of intellectual property rights, division of labor and responsibilities, etc. The Smithsonian needs to develop a standard procedure by which a unit can seek advice from the correct offices in order for all important issues to be addressed.

**Recommendation 9:** The initiative for collaborations often comes from lower levels in Smithsonian organizations, not from senior management. But however they are initiated, collaborations should be developed using previous models and established pathways when possible and should be carefully monitored by management.

### Tools ➤ Tracking Mechanisms

---

The current *ad hoc* nature of establishing collaborative agreements does not make effective use of the full range of internal Smithsonian resources and could leave the Institution vulnerable to risk. In addition, the *ad hoc* approach to creating these agreements often leads to situations where senior management is unaware that the unit or Institution is now obligated under the terms of a signed agreement.

There is no comprehensive list of all of the collaborative agreements that the Smithsonian is party to, and the simple question of “*Who are our partners?*” is often difficult to answer. Absence of a regularly maintained list or tracking mechanism creates a number of challenges:

- I. Multiple units may be seeking to partner with a single outside organization without benefit of working together on the proposal or coordinating their efforts to identify possible conflicts;
- II. Internal and external stakeholders seeking clarification on the scope and breadth of Smithsonian partnerships cannot easily obtain that information;

- III. Possible synergies across collaborations or gaps in collaborative partnership types are impossible to assess; and
- IV. Units seeking to enter into collaborations do not have ready access to sample agreements or descriptive records that could aid them in shaping new agreements in a simple and consistent way.

**Recommendation 10:** The Smithsonian should implement an effective tracking mechanism and create a database that can collect the primary data on all of the collaborative arrangements in existence at the Institution.

### Tools > Communication

---

Our research revealed that far too frequently persons seeking to initiate collaborations fail to communicate with all the offices that need to be involved, including their own internal chain of command. One of our team's goals during this project has been to provide a comprehensive list of offices that should be consulted, which we have listed in the checklist below.

Collaborators need to consider how they will announce the collaboration externally. The Office of Public Affairs and the Office of External Affairs can help them create a communication plan, including a public announcement that describes each organization's role and the mutual benefits of the arrangement. This external communication can be beneficial in numerous ways, such as helping to generate funding support and garnering outside interest. Work on this plan should begin early in the collaborative process.

**Recommendation 11:** Staff who are establishing collaborations should ensure that they communicate effectively, both internally and externally. One part of this process for major collaborations is working together with the Office of Public Affairs and Office of External Affairs to create a communications plan early in the process.

## Tools > Collaboration Checklists

---

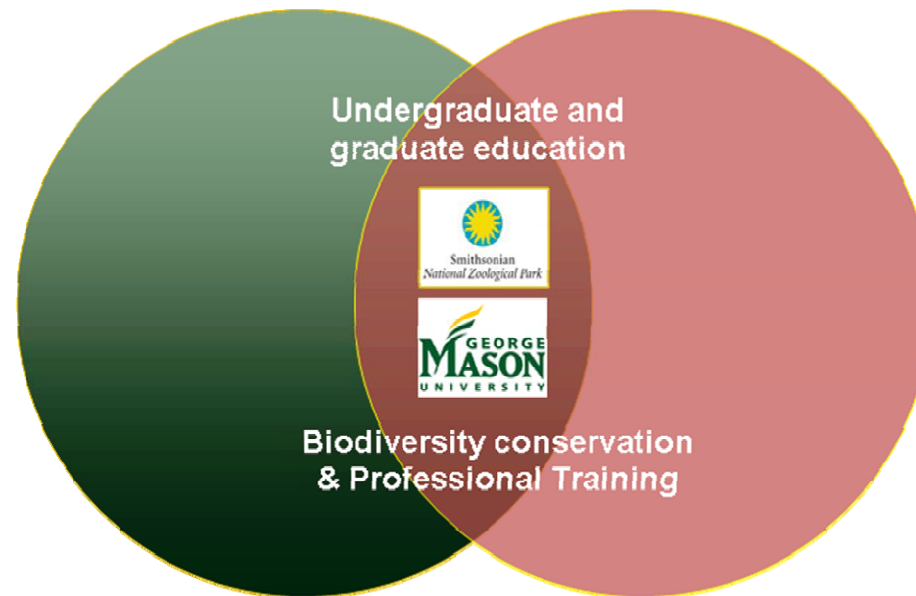
To collaborate more effectively, the Smithsonian should continually learn from its previous experiences. As a step in this direction, our group developed the following set of questions and checklists to help staff through the process of establishing new collaborations. These tools are based on our interviews with Smithsonian officials who have had experience in either setting up or managing collaborative arrangements.

### **Preliminary Questions:**

1. With what organization(s) are you seeking to collaborate?
2. Why will this project benefit from collaboration with an outside organization(s)?
  - a. Does the organization have expertise that the Smithsonian could benefit from?
  - b. Does it have resources (collections, staff, locations, etc.) the Smithsonian could share?
  - c. Does it have relationships/connections that the Smithsonian could benefit from?
3. Are there any units at the Smithsonian with which you could collaborate to achieve this goal?
4. Are there any existing collaborations in which the Smithsonian is a partner that complement or conflict with your new proposed collaboration?
5. In what way does the purpose of the collaboration further the goals in the Smithsonian Strategic Plan or Unit Strategic Plan(s)?
6. What is the duration of the collaboration? Under what circumstances should it be terminated?
7. What are the resources (funding, staff, equipment, space, collections, and data) that each party will be asked to commit to the collaboration?
8. How will the products (research, programs, revenues, collections, inventions, relationships) of the collaboration be shared, and how will they be divided when the collaboration ends?
9. How will the financial risk associated with the collaboration be shared?

**Process:**

1. During initial meetings with your potential partners, discuss the benefits of your partnership and its intended outcomes. These mutually agreed upon goals and objectives should be reflected in your agreements. For example, a Venn diagram was used to demonstrate the mutually beneficial areas of expertise that brought NZP and GMU together as partners in Biodiversity Conservation and Education.



2. By using our templates or developing your own, sketch out the major aspects of the partnership and describe the roles and responsibilities of the partners. This document will enable you to get better advice from the units in the checklist below.
3. Maintain open and effective communication with your partners, using the best available information technology.
4. The checklists below are intended to help you think through the issues that may arise when establishing your partnership. They can be sources of both and tools.
5. Once you have used the checklists to develop your plans, you should have them reviewed and approved at the appropriate levels of your chain of command (e.g., directors, Under Secretaries, Secretary, Regents).

The following tables provide a detailed mapping of items to check against relevant units. Simple collaborations will likely involve fewer consultations, while highly complex collaborations will likely require all these and more. Our goal was to provide a starting point for staff considering new collaborations. When using the charts, we suggest you read through them carefully and decide which of the items are relevant to your particular situation. We have succeeded if the charts help you identify issues you had not recognized before.

**Key: OGC=Office of General Counsel; OCON=Office of Contracting; OCFO=Office of the Chief Financial Officer; OFEO=Office of Facilities, Engineering, and Operations; OGR=Office of Government Relations; OPA=Office of Public Affairs; OSP=Office of Sponsored Projects; OCIO=Office of the Chief Information Officer; OIR=Office of International Relations; SE=Smithsonian Enterprises; OEA-OD=Office of External Affairs and Office of Development.**

Scope and Partners	Consult These Units for Advice										
	OGC	OCON	OCFO	OFEO	OGR	OPA	OSP	OCIO	OIR	SE	OEA-OD
What are the mutually agreed upon goals, objectives and the benefits of your collaboration?	X						X				
What actions does the collaboration obligate the Smithsonian to undertake?	X	X		X	X						
On what basis will you decide with whom to partner? Do you need to allow other organizations to compete?	X	X					X				
Do you intend to <i>exclusively</i> partner with this organization on this topic?	X	X									
Does the collaboration involve other federal, state or local government entities?	X				X						

Scope and Partners	Consult These Units for Advice										
	OGC	OCON	OCFO	OFEO	OGR	OPA	OSP	OCIO	OIR	SE	OEA-OD
Are there foreign countries involved in the collaboration?	X				X				X		
What is the duration of the collaboration and how frequently will the collaboration be reviewed to determine whether it is successful?	X	X					X				
How will the Smithsonian and the partner organization(s) end the collaboration?	X	X					X				
Will this partnership involve any issues that are controversial or will require careful explanation?	X				X	X					

Resources/Inputs	Consult These Units for Advice										
	OGC	OCON	OCFO	OFEO	OGR	OPA	OSP	OCIO	OIR	SE	OEA-OD
What funding sources will be used to support the collaboration?			X				X				X
Will existing or new SI facilities or leased space be used?	X	X		X							
Will technology be necessary for this collaboration? Will our network be shared?								X			

Products/Outputs	Consult These Units for Advice										
	OGC	OCON	OCFO	OFEO	OGR	OPA	OSP	OCIO	OIR	SE	OEA-OD
Will there be any intellectual property created as a result of the collaboration?	X	X									
Will your partnership result in any business or revenue generating opportunities for either partner?	X	X					X			X	
How will the Smithsonian name be used to describe the collaboration?	X				X	X					
How will the collaboration be announced to the public and publicized during its duration?	X				X	X					X

Financial	Consult These Units for Advice										
	OGC	OCON	OCFO	OFEO	OGR	OPA	OSP	OCIO	OIR	SE	OEA-OD
Are there financial risks associated with the collaboration? How will these be shared?	X	X	X								
Are there financial reporting considerations of the two organizations that must be considered?	X	X	X				X				X
Will there be any funds transfers as part of this collaboration?	X	X	X								
How will the costs of initiating and maintaining this collaboration be allocated to the SI and the partner organization(s)?		X	X				X				
How will the revenues and expenses of the partnership be accounted for? Are there any tax implications of the agreement?	X		X								
Will there be funds raised to support the collaboration from individuals, corporations or foundations? How will those duties and gifts be shared?	X						X				X

## Developing and Executing the Agreement

1. Once the preliminary questions have been answered and the appropriate offices have been consulted, drafting the agreement can begin. OGC is most likely to be the principal office involved in collaboration agreements; however, other Smithsonian units may have significant roles in the process, depending on the type of agreement. Furthermore, the draft agreement could originate with the partner organization. In this case, the Smithsonian would contribute content and clauses to the document. There are several types of agreement instruments, including, but not limited to:
  - a. Memoranda of Agreement (MOA)
  - b. Memoranda of Understanding (MOU)
  - c. Contracts
  - d. Grants
  
2. You may find it helpful to develop a list of tasks that need to be accomplished in preparing, reviewing, approving and executing the Collaboration Agreement. There are many management tools, including task plans, schedules, and a responsibility matrix, that can help guide the process and ensure that all consulting and accountable parties are appropriately involved. One example is a RASCI chart, where the steps of the process or the activities of the undertaking are outlined and the roles of the parties involved are specified:
  - R = Responsible (Principal Investigator, Program Manager, Collaboration Sponsor)*
  - A= Accountable / Approving Official (signatory to agreement)*
  - S= Supportive (assists with technical steps and tasks)*
  - C= Consulted (two- way dialogue)*
  - I= Informed (one-way communication for information purposes)*

SAMPLE Process Steps	R A S C I Roles of Partners and Other Smithsonian Units							
	SI Project Sponsor	Outside Collaborator(s)/Partner(s)	OGC	OCon	OCFO	OSP	OCIO	Others? OFEO? OGR? OEA-OD? OPA? OIR? SE?
Identify Need and Purpose	R / A	R / A						
Establish Scope, Goals and Objectives	R / A	R / A						
Determine Agreement Instrument(s)	R	R / A	C / A	C / A		C / A		
Draft Agreement(s)	R	R	A/C/S	A/C/S	C/S	A/C/S	C / S	C / S
Review/Approve/Sign/Execute	A	A	A/C/S	A/C/S	C/I	A/C/S	C/I	C / I

3. Drafts of the agreement may require several iterations to gather Smithsonian input and partner organization input. Final agreements should be signed by officials at equivalent levels of organizational hierarchy.
4. Once the final agreements are signed, collaboration activities can begin.

## Appendices (Electronic Version Only):

---

Following are examples that may provide guidance for developing partnerships and collaborations.

Appendix 1: 1999 Memorandum of Understanding between the Smithsonian Institution and the Government of Australia, for developing scientific and cultural ties between the Smithsonian and Queensland

Appendix 2: 2000 Memorandum of Understanding between the Astronomy Department of the University of Chile and the Smithsonian Astrophysical Observatory, for establishing a scientific agreement to further Terra hertz astronomy

Appendix 3: 2008 Memorandum of Understanding between the Smithsonian and the John Heinz Center, to manage the IDEA project in support of students with disabilities

Appendix 4: 2008 Memorandum of Understanding between the Smithsonian and George Mason University, for establishing a Conservation Education Program

Appendix 5: Draft Memorandum of Understanding between the Smithsonian and the World Bank, to support urgent action to save the tiger population from extinction



Memorandum of Understanding  
between  
The Smithsonian Institution of the United States of America  
and  
The Government of Queensland in Australia

An agreement entered this 27<sup>th</sup> day of July, 1999, by and between the Smithsonian Institution (hereinafter, "Smithsonian"), whose address is 1000 Jefferson Drive, S.W., Washington, D.C. 20560 and the Government of Queensland, Australia (hereinafter, "Queensland"), whose address is 100 George Street, Brisbane, QLD 4000.

WHEREAS Smithsonian is an independent trust instrumentality of the United States of America whose primary mission is "the increase and diffusion of knowledge;" and

WHEREAS Queensland has as a primary mission the promotion of scientific research and technology relevant to the economic, social and cultural development of Queensland communities; and

WHEREAS It has been the practice in the past both for the Smithsonian and Queensland to develop linkages with other entities, both public and private, foreign and domestic, in order to advance their objectives; and

WHEREAS Smithsonian and Queensland share common and fundamental interests in the advancement of research, the dissemination of knowledge, and the promotion of social and cultural development; and

WHEREAS Considerable public attention will be generated for exposition due to the international Games of the XXVII Olympiad in Sydney, Australia in the year 2000, the celebration of the centenary anniversary of Australian nationhood in the year 2001, and the hosting of the 2001 Goodwill Games by Brisbane in Queensland, Australia; and

WHEREAS The Smithsonian and Queensland have affirmed an interest in preliminary discussions in developing cultural and scientific linkages of mutual benefit and a joint exhibition with Smithsonian artifacts to be inaugurated in Queensland in the year 2001, which if some alliance is decided upon would provide an occasion to initiate and celebrate the beginning of more enduring scientific collaboration. Queensland would also wish to seek the advice of the Smithsonian in the establishment of a landmark public building in Brisbane.

***NOW, THEREFORE, the Smithsonian and Queensland wish to pursue exploration of these projects and therefore agree to the terms of the Memorandum of Understanding as set forth below:***

***General***

1. Queensland will host a visit to Brisbane, Australia of relevant Smithsonian representatives providing the opportunity for familiarisation with Queensland's scientific, educational and cultural infrastructure including, in particular, centres of excellence which it is agreed might be relevant to future scientific and cultural collaboration.
2. Within ninety (90) days of signing this MoU, Queensland and the Smithsonian will endeavor to negotiate a mutually acceptable written agreement setting forth the substantive and financial terms for the feasibility studies to be undertaken. Such agreements would include a description of work scope, deliverables, period of performance, and Queensland and Smithsonian costs. The parties may agree to an extension of the ninety (90) day period.
3. If an agreement for the feasibility studies is not reached, or if, upon completion of the studies, a written implementation agreement is not reached within one year of the date of this agreement, this MoU and its commitment set forth herein shall expire and shall be null and void, and Queensland will cease all references to this alliance relationship with the Smithsonian.
4. Each party shall establish a small management team; these teams shall work together to develop the conceptual framework for the projects.
5. For a period of one year from the date of the signing of this MoU, the Smithsonian Institution shall not engage in discussions with regard to similar matters to the projects outlined herein with any other entity in any State or Territory in Australia, other than the Queensland Government.

***Exhibition in Queensland in 2001***

6. Studies will identify specific objects and areas from the collection of the Smithsonian museums which the Smithsonian may lend to Queensland under separate loan agreements for the period of the exhibition; confirm whether Queensland has the capability to meet care, security and environmental standards designated by the Smithsonian for the type of objects at issue based on the information provided by Queensland on the Smithsonian's Standard Facility Report; develop cost and time estimates for the project which will be borne by Queensland and determine an estimated time line for funding the project. Final selection and the loan of specific objects will be at the discretion of the Smithsonian.
7. The Smithsonian will participate with Queensland in these feasibility studies by providing access to staff with information to assist Queensland in analyzing the feasibility of long-term

loans for the exhibition. The Smithsonian will also provide access to information on other Smithsonian museums and other collections and to members of the Smithsonian museum staff to provide information to assist Queensland in developing plans for exhibition and education programs as well as in developing plans to assure the care, preservation and safety of the borrowed objects.

8. Queensland and the Smithsonian agree to form project teams with designated team leaders which will progress discussions and suitable arrangements for an exhibition of Smithsonian artifacts in Queensland in the year 2001.
9. Queensland will seek funding necessary to determine the feasibility of this project. Queensland will seek the funds necessary to compensate the Smithsonian for its participation in the feasibility studies and associated administrative costs.
10. If the results of the feasibility studies demonstrate the reasonable satisfaction of the Smithsonian and Queensland that Queensland can develop and carry out the exhibition with a loan of Smithsonian objects and artifacts in a manner that is acceptable to the Smithsonian, then the parties will negotiate in good faith toward a mutually acceptable written agreement to implement the project. The implementation agreement will contain requirements related to work scope, deliverables, period of performance, Queensland and Smithsonian costs and payment terms.

#### *Collaboration in scientific, educational and cultural activities*

11. Queensland and the Smithsonian agree to explore together opportunities for future collaboration in scientific research and, in particular, the potential for a more enduring alliance which supports the scientific, educational and cultural objectives of both entities
12. Queensland and the Smithsonian agree to form teams with designated team leaders which will participate in discussion over the next twelve months, exploring the potential for future collaboration and alliance.
13. Queensland will work with the Smithsonian to assist project teams to identify the scientific and educational capability that exists within Queensland and specific areas of mutual interest which might form the basis of future collaborations.
14. Queensland and the Smithsonian will determine how the costs of this feasibility study will be shared between them.

#### *Advice to Queensland*

15. Queensland will seek from the Smithsonian advice on the establishment of a landmark public building in Brisbane, in the area of scientific, educational and cultural activities.

16. Queensland will seek funding necessary to conduct a feasibility study for this project.  
Queensland will compensate the Smithsonian for its participation in the study.

AGREED:

\_\_\_\_\_  
Dr Glyn Davis                      Date  
Director General  
Department of Premier & Cabinet  
Queensland Government

\_\_\_\_\_  
I. Michael Heyman                      Date  
Secretary  
Smithsonian Institution

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ASTRONOMY DEPARTMENT OF  
THE UNIVERSITY OF CHILE AND  
THE SMITHSONIAN ASTROPHYSICAL OBSERVATORY

The Submillimeter Receiver Laboratory of the Smithsonian Astrophysical Observatory is engaged in the development of state-of-the-art heterodyne receivers at submillimeter wavelengths. Recent technological developments allow the extension of this technology to frequencies above 1 THz. In particular, low-noise heterodyne receivers capable of detecting a number of astrophysically interesting spectral lines above 1 THz can now be built.

Until now it has been generally accepted that astronomical observations at frequencies above 1 THz can not be made from a ground-based site. However, recent measurements of atmospheric transmission at Chajnantor, in northern Chile, demonstrate that astronomical observations could be made from the ground at frequencies above 1 THz.

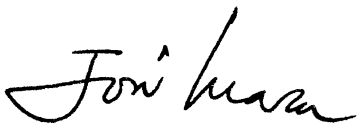
While the Chajnantor site occasionally offers a glimpse through the atmosphere in windows centered at 1.02, 1.3, and 1.5 THz, available data indicates that good observing conditions would occur infrequently. However, a nearby site about 30 km NNW of Chajnantor, located on a high plateau about 1 km square at 5,500 m altitude in the region of Cerro Sairecabur, should offer a substantial improvement in atmospheric transmission over any other site. This plateau may offer a unique opportunity to pursue THz astronomy from the ground.

The Astronomy Department of the University of Chile has made a substantial commitment to the development of astronomical observatories in northern Chile through its involvement in the future ALMA, the CBI, and a number of other international collaborations. Also, the Astronomy Department of the University of Chile has a keen interest in exploring the feasibility of ground-based observing at THz frequencies.

Therefore, the University of Chile and the Smithsonian Astrophysical Observatory agree to collaborate in scientific projects of mutual interest on the following basis:

1. Joint measurements of the atmospheric transparency will be conducted in the area of Cerro Sairecabur and other areas in the II Region of Chile as part of a site testing effort prior to the development of a terahertz telescope.
2. The Astronomy Department of the University of Chile will obtain the permits required to deploy instrumentation and equipment in the area of Cerro Sairecabur and other areas in the II Region of Chile, and will collaborate in the scientific analysis and interpretation of collected data.

3. If and when SAO obtains funding for a terahertz telescope, the Astronomy Department of the University of Chile and the Smithsonian Astrophysical Observatory will make their best efforts towards the signature of an agreement to allow the development, importation, installation, and operation of the Terahertz Telescope and related instrumentation in Chile.
4. This MOU will be in effect for an initial period of 3 years from the date of signing, and may be extended or amended by mutual written consent only.



Jose Maza  
Director  
Departamento de Astronomía  
Facultad de Ciencias Físicas y Matemáticas  
Universidad de Chile



Irwin Shapiro  
Director  
Smithsonian Astrophysical Observatory

Date: 1 March 2000

RAUL IVAN PERRY PEFAUR  
NOTARIO PUBLICO  
SANTIAGO

REPERTORIO N° 9.938.-

PROTOCOLIZACION- CONVENIO

&&&&&

UNIVERSIDAD DE CHILE

Y

SMITHSONIAN INSTITUTION

&&&&&

RAUL IVAN PERRY PEFAUR, Notario Público con domicilio en Ahumada trescientos doce, oficina doscientos treinta y seis, Titular de la Vigésimo Primera Notaría de Santiago, certifica que hoy veintitrés de Junio del dos mil cinco, a solicitud del interesado compareció doña CARMEN ROJAS AGUIRRE, chilena, casada, empleada, domiciliada en Ahumada trescientos doce, oficina doscientos treinta y seis, Santiago, cédula nacional de identidad número cinco millones cuatrocientos cincuenta y nueve mil trescientos ochenta y cuatro guión ocho; mayor de edad, quien acredita su identidad con la cédula antes citada y expone: Que me entregaba para protocolizar Convenio entre la Universidad de Chile y Smithsonian Institution.- Agrego dicho documento que consta de dos hojas, al final de mis registros de escrituras públicas del presente mes bajo el número ochocientos sesenta y siete. Para constancia firma la solicitante.- Se da copia.- Doy fe.- C. Rojas A.- Raúl Perry, Notario.- EL DOCUMENTO QUE SE PROTOCOLIZA ES DEL SIGUIENTE TENOR: =====

**Memorandum of Understanding:  
Between the Smithsonian Institution and the Senator John Heinz History Center**

July 10, 2008

This Memorandum of Understanding (MOU) reflects the understandings of the Smithsonian Institution, through its Accessibility Program, Office of Development, and Smithsonian Affiliations (Smithsonian) and the Senator John Heinz History Center, Pittsburg, Pennsylvania, (Heinz Center) for the IDEA Project.

1. Statement of Purpose

The Smithsonian strives to make all visitors feel welcome by providing consistent, effortless access to the Institution's programs, collections, and facilities. The Smithsonian serves as a role model for museums throughout the country and around the world in methods to integrate access for visitors and patrons that is independent and dignified. Through national and international outreach, the Institution provides museums with guidance, resources, and programs related to accessibility.

The goal of the IDEA Project is to build awareness of the importance of access, equal opportunity, and education for youth with disabilities in the Pittsburgh region, as well as to encourage and support the efforts of these young people to participate in activities that open their minds to new worlds of knowledge, careers, education, and other rewarding life-opportunities. The Smithsonian Institution Accessibility Program is partnering with the Senator John Heinz History Center, a Smithsonian affiliate, to offer the second annual IDEA event and related programming.

2. IDEA Project

The Smithsonian and the Heinz Center will collaborate in making possible an all-day event for students with disabilities ages 12-22, tentatively called the IDEA Project, to be held in the spring of 2009 [EXACT DATE] at the Heinz Center.

The IDEA Project will offer students with disabilities the opportunity to explore the collections and exhibitions in the Heinz Center. In addition, the IDEA Project will provide young people with disabilities four distinct interactive activity Modules.

The parties will discuss and agree upon content specific to each Module which may include the following: a hands-on representative sampling of the latest innovations in assistive technologies for people with disabilities; opportunities to learn about and pursue internships, mentorship, jobs, resume and interview skill-building activities; physical fitness and nutrition information and activities; and exposure to disability rights history as well as opportunities to hear directly from disability rights advocates and leaders in the field.

### 3. Schedule of Work

The Schedule of Work is attached as an Appendix to this MOU.

### 4. Smithsonian's Responsibilities

The Smithsonian is responsible for:

- providing the event concept and logistical model
- participating in Advisory Committee activities
- fundraising for the IDEA Project, consistent with the agreed-upon budget (Appendix to this MOU)
- processing of all gifts and grants awarded for the IDEA Project
- consulting on how to serve Center's visitors with disabilities
- assisting Heinz Center with identifying and securing partners
- consulting on universal design for the Center's exhibitions and operations

### 5. Heinz Center's Responsibilities

The Heinz Center is responsible for:

- providing the host venue and organizing logistics for the IDEA Project
- providing staff, materials, and equipment for the IDEA Project
- forming, cultivating, and hosting the IDEA Project Advisory Committee
- finalizing the IDEA Project budget and any modifications with approval of Smithsonian
- identifying and organizing partners to participate and contribute to IDEA Project

### 6. Fundraising

The Smithsonian will lead all fundraising efforts for the IDEA Project, and act as the fiscal agent of all gifts and grants awarded in support of the IDEA Project. The Heinz Center will be identified in the project budget on a subcontract basis and as such will receive funds to cover project expenses as fundraising is conducted and funds become available. The Smithsonian will make the Heinz Center aware of potential contacts with funding prospects. The Smithsonian will allow time for feedback from the Heinz Center on letters and proposals to funding prospects prior to submission. The Smithsonian will keep the Heinz Center informed about progress on all aspects of fundraising.

### 7. Term

This Agreement shall become effective upon the date of the last signature below and shall continue in effect through the fulfillment of the IDEA Project on the contemplated date or, due to force majeure, or any rescheduled date, unless sooner terminated.

## 8. Force Majeure

The parties acknowledge that the IDEA Project may be suspended or terminated due to an event of force majeure 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 ordinance, or any executive or judicial order, or any other reason beyond the parties' control. Either party, Smithsonian or the Heinz Center, will notify the other as soon as it is aware of any event of force majeure which would delay or prevent the IDEA Project. In the event of a force majeure, Smithsonian and the Heinz Center will consult with one another to determine another available date for the IDEA Project.

## 9. Use of Names

Any party may use the other party's name in advertising, publicizing and otherwise promoting the IDEA Project, provided all language and phrases concerning or referring to the other party shall be approved in writing in advance by the other party. Except set as permitted under this paragraph, no party shall refer to another party in any manner or through any medium whether written, oral or visual for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation or fund-raising, without the other party's prior written approval.

## 10. Credit

The following credit line will be used on all press releases, promotional materials, publicity and advertising:

This event is made possible through the collaboration of the Smithsonian Institution and the Senator John Heinz History Center, and with the generous support of..... [funders to be named as funds are secured].

Appropriate credits also may appear for the venue, funding sources or other third parties.

## 11. Copyright

The Heinz Center acknowledges that the IDEA Project may be recorded or photographed by or on behalf of Smithsonian or by the Heinz Center and that, any and all copyright in any such recordings or photographs belong jointly to the Smithsonian and the Heinz Center, and that both parties may use any such recording or photographs for exhibition, archival, scholarly, educational and similar non-commercial purposes, provided that any such use does not infringe the rights of any third parties. If either party hires a professional photographer, copyright will be negotiated and explicitly expressed so that both parties will have access to the photographs or recordings for non-commercial use.

## 12. Relationship of the Parties

Under no circumstances will this Agreement be construed as creating or establishing a partnership, joint venture, agency or employment between the parties.

13. Hold Harmless

The parties agree to hold each other harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of the other parties, except another party's gross negligence. The Heinz Center is on notice that the Smithsonian is an entity of the United States within the purview of the Federal Torts Claims Act, 28 U.S.C. § 2671, and that, in some instances, this may be an exclusive remedy for claims against it.

14. Representatives

For purposes of liaison, required notices, approvals and general coordination, the parties shall be represented as follows:

**Smithsonian:** Beth Ziebarth, Director  
Smithsonian Institution Accessibility Program  
MRC 607  
P.O. Box 37012  
Washington, D.C. 20013  
Telephone: 202-633-2946      Facsimile: 202-633-4352

Harold Closter, Director  
Smithsonian Affiliations  
MRC 942  
P.O. Box 37012  
Washington, D.C. 20013  
Telephone: 202-633-5321      Facsimile: 202-633-5313

**Heinz Center:** Betty Arenth, Senior Vice President  
Senator John Heinz History Center  
1212 Smallman Street  
Pittsburgh, PA 15222

The parties will promptly notify each other, in writing, of any substitution of representatives.

15. Notices

Any notice or communication to either party must be in writing signed by the party giving it, delivered by U.S. mail, facsimile or hand, and addressed to the party's representative. Notice shall be effective only when received by the addressee.

16. Termination

This MOU may be terminated; at any time upon mutual agreement of the parties; by either party at any time for lack of available funds consistent with the attached budget; or by either party for reasonable cause upon thirty days' prior written notice to the other party.

17. Amendment

This MOU constitutes the full and complete understanding of the parties and may not be amended, modified, or altered in any respect, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first written above.

Smithsonian Institution Accessibility Program:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Smithsonian Affiliations:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The Heinz History Center:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

(Printed Name)

---

(Title)



Smithsonian Institution

Brian Walther  
Office of University Counsel, MS 2A3  
George Mason University  
4400 University Drive  
Fairfax, Virginia 22030 - 4444

October 17, 2008

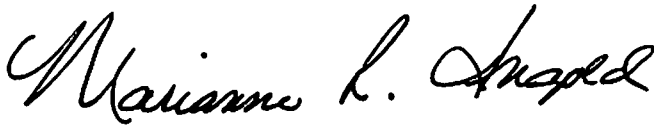
RE: SI - GMU Conservation Education Program MOU

Dear Mr. Walther,

Please find enclosed a fully executed MOU related to the above-referenced agreement.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Marianne L. Inghel".Handwritten initials "R.F." in a stylized cursive font.

Robert Fraga  
Director

cc Farleigh Earhart

Smithsonian Institution  
Office of Contracting  
PO Box 37012, MRC 1200  
Washington, DC 20013-7912

**SMITHSONIAN INSTITUTION – GEORGE MASON UNIVERSITY  
SMITHSONIAN-MASON CONSERVATION EDUCATION PROGRAM  
MEMORANDUM OF UNDERSTANDING**

The Smithsonian Institution and its National Zoo has a long history of collaborating closely with strategic partners to advance its important goals. The specific goals of discovering and understanding biological diversity and advancing scientific solutions to conserving wildlife cannot be achieved without significant creative collaboration. Toward that end, the Institution has created a Master Plan for the National Zoo which specifically contemplates and desires a campus-like setting, with space capable of hosting multiple partners that share our goals and are willing to work together with our scientists and staff to advance forward progress. This agreement is the first of what the Institution hopes will be many partnerships assisting in advancing the Institution's mission of the increase and diffusion of knowledge.

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated this 10th day of October, 2008 (the "Effective Date"), is made by and between The Smithsonian Institution ("SI"), a non-profit trust instrumentality of the United States, established by the U.S. Congress in 1846, and George Mason University ("Mason"), an institution of higher education of the Commonwealth of Virginia (together, SI and Mason are referred to as the "Parties").

The purpose of the MOU is to establish a collaborative academic program, the "Smithsonian-Mason Conservation Education Program," to provide undergraduate students, graduate students, and professional practitioners intensive, hands-on, accredited learning opportunities while in residence at the National Zoological Park's ("NZIP") Conservation & Research Center ("CRC") in Front, Royal, Virginia. As envisioned, the Smithsonian-Mason Conservation Education Program would provide academic opportunities for up to 60 undergraduates per semester and accommodate an additional 60 graduate and professional students at one time, with flexibility to increase or decrease offerings to each student category to meet ongoing demand.

The Parties agree to the following:

I. Academic Program. It is the primary purpose of this collaboration to develop an academic program consisting of undergraduate courses and degrees, graduate courses and degrees, professional certificate programs, and non-credit courses and training in conservation science that draw upon the expertise of NZIP's wildlife conservation researchers and practitioners and Mason's multi-disciplinary faculty from the Mason Center for Conservation Studies (the entire academic program herein is defined as the "Academic Program"). Additionally, SI and Mason may sponsor conferences with other agencies and conservation organizations and overnight or day camps.

A. Faculty and Content. Mason faculty and SI faculty, who shall be employed by their respective organizations, will make up the Academic Program Faculty. SI will grant research associate appointments to Mason's faculty and staff, and Mason will grant SI faculty affiliate faculty status. The Academic Program Faculty shall determine courses to be offered, course requirements, course content, curriculum, degree and non-degree tracks, and course materials.

B. Accreditation of the Academic Program. Mason will serve as the credit, certificate and degree-granting organization for the Academic Program. Accordingly, all courses that award Mason academic credit shall meet all Mason academic and accreditation requirements, including those of the Southern Association of Colleges and Schools, as determined by Mason. Professional training certification will be provided to those training workshops that meet defined curricula standards.

C. Admissions. Mason shall be responsible for enrollment of undergraduate students, graduate students, professionals, and conference attendees. Mason will publish the Academic Program courses in the University catalog and include the professional training courses under the Office of Continuing and Professional Education online offerings. Information regarding these courses also will be included on the NZP website. All qualified undergraduate, graduate and professional training candidates will be considered for admission in the Academic Program regardless of their institutional affiliations. Decisions regarding undergraduate tuition and mandatory fees, and housing and dining charges shall be made by Mason. Professional training and conference fee structures will be jointly determined by the Executive Committee; however in no event will the housing charge component of such fees be less than the amount projected necessary to pay the debt service.

## II. Facilities for the Academic Program

A foundational element of the Smithsonian-Mason Conservation Education Program is Mason's and SI's proximity to one another, which will allow students to live at CRC and take advantage of the nearby academic resources and student support systems of Mason's Northern Virginia campuses. Further, the Academic Program will incorporate visits to Smithsonian museums, Capitol Hill, and various conservation-related agencies and organizations in or near the District of Columbia.

A. Location. At CRC, the residential and academic facilities will be located within the previously developed center core of the property that is the hub of CRC's existing residential and administrative buildings and human activities. Use of the surrounding expanse of CRC and access to its collections will follow SI's policies and protocols, as determined by SI; however, Program Facilities, defined below, shall be made available to meet all needs of the Academic Program.

B. Buildings. SI and Mason agree that the following facilities (collectively the "Program Facilities") will be needed to optimally house and support the students in the Academic Program at CRC:

1. Housing for students ("Student Housing"), including living facilities in an amount not to exceed sixty (60) student beds and required supporting space;
2. Housing for participants in professional training ("Professional Training Housing"), including living facilities in an amount not to exceed sixty student (60) beds and required supporting space;
3. Faculty housing;

4. Food service and Commons (the “Auxiliary Enterprise Facilities”);
5. Parking for residents in Student Housing and Professional Training Housing (collectively “Resident Parking”);
6. Classrooms, laboratories, computer lab and workroom, IT service area and offices and administrative support areas (collectively “Academic Facilities”); and
7. Utility Infrastructure to support both new construction and specified renovated facilities, including sanitary sewer, storm water sewer, electrical, water, gas, data infrastructure.
8. Storage and related ancillary spaces, including those needed to support facility operations and maintenance requirements.

C. **Standards.** The Program Facilities will be operated in compliance with the SI regulations and polices, including the SI Safety Manual, SI Directive 401, “Use of Facilities for Special Events and Public Programs Special Events Policy for Outside Organizations,” and Zoo Directive 515, “Use of Facilities and Housing at Front Royal.” In all cases, Smithsonian security procedures will apply regarding access to the CRC and to SI facilities on the property. Program Facilities shall also be operated in accordance with all Mason policies and regulations. Where SI standards and Commonwealth of Virginia standards differ, the more stringent of the two standards will apply.

### III. Responsibilities for Construction and Renovation of Program Facilities.

SI and Mason will enter into a ground lease and a design and construction agreement, which will govern their respective construction/renovation responsibilities for the Program Facilities. The term of the ground lease will be no less than the longer of the useful life of the Student Housing, Professional Training Housing, and Auxiliary Enterprise Facilities or the bond repayment period. In general, each party will separately control, manage and account for the funds it contributes towards its portion of the construction or renovation and shall hire, oversee, and pay for its contractors in accordance with its own procedures. At the end of the lease, the property will revert with improvements to SI.

- A. **Mason Contribution.** Mason shall be responsible for funding and constructing of the Student Housing, Professional Training Housing, and Auxiliary Enterprise Facilities, and Resident Parking, described in Section II.B.1-5 above, and related utility infrastructure and storage described in Section II. B. 7 & 8. In no event shall Mason be obligated to spend more than twenty million dollars (\$20,000,000.00) on such design and construction.
- B. **SI Contribution.** SI shall be responsible for funding and renovating or constructing the Academic Facilities described Section II.B.6 above, and related utility infrastructure and storage described in Section II. B. 7 & 8. In no event shall SI be obligated to spend more than ten million dollars (\$10,000,000.00) for such design, renovation or construction (this is exclusive of supporting prerequisite projects such as infrastructure work and animal relocations that SI will accomplish separately).
- C. **Construction & Renovation Overruns.** SI and Mason will work together to avoid cost overruns, but if they occur the parties will work together to find additional funds to

achieve the programmatic objectives of the construction and renovation projects and to cover the overruns as needed to finish the Program Facilities.

- D. **Funding.** Mason intends to finance its portion of the project by issuing state tax-exempt bonds, which it will repay using revenue generated by the Academic Program, including revenue from the housing and Auxiliary Enterprise Facilities. SI intends to finance its portion of the project using a combination of appropriated capital funds and private funds raised for infrastructure improvements and facility renovations. Neither SI nor Mason will be required to commence its portion of the construction or renovation until both Parties have secured sufficient financing for their respective portions. The Parties may agree to phase in facility development and renovation, dependent upon funds available.
- E. **Codes.** SI and Mason will work together to determine which requirements among the SI design standards and the Commonwealth of Virginia codes shall apply to each portion of the construction/renovation projects, with the most stringent requirement being applicable to the project.

**IV. Operations and Budget.** It is the intent of SI and Mason that all of the costs of the Smithsonian-Mason Conservation Education Program, including the Academic Program; the cost of operating and maintaining the Program Facilities; and Mason's debt service; will be paid from the revenue generated by the Academic Program. Revenue from the Academic Program shall include tuition, fees, and Auxiliary Enterprise Facilities charges. SI and Mason will enter into an operations agreement setting forth each party's operational responsibilities, including accounting and financial reporting, and the specific expenses that each party will recover from the revenue.

- A. **Budget.** SI and Mason will jointly develop and approve annual budgets for the entire program.
- B. **Fundraising.** SI and Mason will jointly develop an agreement or other written guidelines to govern the fund-raising activities of each institution with respect to the Academic Program and Program Facilities.
- C. **Debt Service.** Mason will be responsible for paying its debt service in the event that Academic Program and Program Facilities revenue is insufficient to cover its annual debt service requirements.
- D. Neither SI nor Mason (except in the case of debt service) will be obligated to expend its own funds in support of the Academic Program or Program Facilities, unless agreed to as part of the annual budget; however, it is acknowledged and agreed that revenue from the Academic Program and Program Facilities will be used to pay for debt service before Mason shall be required to expend its own funds to cover costs of debt service.

**V. Management and Decision Making.** Decisions regarding budget and implementation of the Academic Program will be made by an Executive Committee. The Executive Committee will also provide oversight of the administration of the construction/renovation work, and the

operations, maintenance and security of the Program Facilities used to support the Academic Program.

A. Composition. The Executive Committee initially will be composed of three Mason representatives (the Provost or his or her designee, the Vice President for Administration, and a representative of the Mason Center for Conservation Studies) and three SI representatives (the NZP Director or his or her designee, the Associate Director for Conservation & Science, and a representative of the NZP's Center for Conservation Education and Sustainability). Each member of the Executive Committee shall have an equal vote in the decisions of the Executive Committee. The NZP Director and the Provost will serve as co-chairmen of the Executive Committee. By agreement, the Executive Committee may delegate to Mason and SI staff day-to-day administrative responsibilities.

B. Dispute Resolution Process.

1. In the event members of the Executive Committee are unable to resolve disputes regarding implementation and administration of the Academic Program by consensus, the NZP Director and the Provost shall consult each other and resolve the issue.

2. In the event resolution cannot be reached between the Provost and the NZP Director for the matters related to use and access to CRC, the decision of SI is final, provided that access and use shall not be denied for purposes necessary to support the Academic Program.

3. In the event resolution cannot be reached between the Provost and the NZP Director, for those academic matters which are related to any award or credit awarded by Mason, the decision of Mason is final.

4. Other than matters covered in paragraphs 2 and 3 of this section, in the event resolution cannot be reached between the Provost and the Director the parties shall enter into non-binding mediation, the costs of which shall be borne equally, in order to resolve the dispute.

VI. Term and Option to Renew.

A. The term of this MOU (the "Term") shall be 30 years.

B. The parties may extend the Term by mutual agreement. The party seeking to renew the agreement shall provide the other written notice no later than 12 months prior to the expiration of the initial Term whether it wishes to extend the Term.

VII. Non-Exclusivity. Nothing in this MOU shall limit the ability of SI or Mason to collaborate with other institutions, universities or entities. The Academic Program may be expanded to include other institutions upon mutual consent. Either Party may recommend such expansion at any time, outlining its merits to the Academic Program.

VIII. Use of Names. Neither party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other party or its employees except on the specific written authorization in advance by the other party. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date. Neither party shall take any action or inaction that may be detrimental to the image or reputation of the other party.

IX. Responsibility for Conduct. Each Party agrees that it will be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this MOU. Nothing herein shall be deemed a waiver of any governmental or sovereign immunity available to either Party.

X. Notices. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate party.

Notices shall be sent to:

*For SI:*

*If sent via USPS:*

For Contract Matters:  
Smithsonian Institution  
Office of Contracting  
P.O. Box 37012, MRC 1200  
Washington, DC 20013-7012  
Attn: Lawana Bryant

For Project Coordination Matters:  
Smithsonian Institution  
National Zoological Park,  
Conservation & Research Center  
P.O. Box 37012, MRC 551  
Washington, DC 20013-7012  
Attn: Dr. Steven L. Monfort

*If delivered via commercial carrier:*

Smithsonian Institution  
Office of Contracting  
2011 Crystal Drive, Suite 350  
VA 22202-3709  
1000 Jefferson Drive, SW  
Attn: Lawana Bryant

Smithsonian Institution  
National Zoological Park,  
Conservation & Research Center Arlington,  
1500 Remount Road,  
Front Royal, VA 22630  
Attn: Dr. Steven L. Monfort

With a copy to:

*If delivered via USPS*

Smithsonian Institution  
Office of General Counsel  
P.O. Box 23286  
Washington, DC 20026-3286

*If delivered via commercial carrier:*

Smithsonian Institution  
Office of General Counsel  
1000 Jefferson Dr., SW, Room 302  
Washington, DC 20560

For GMU:

Vice President of Administration  
George Mason University  
4400 University Drive  
Fairfax, Virginia 22030-4444

With a copy to:

Office of University Counsel, MS 2A3  
George Mason University  
4400 University Drive  
Fairfax, Virginia 22030-4444

**XI. Amendments.** Modifications and changes to the MOU will be made in writing and executed by all signatories to this MOU, or their representatives as designated by written notice.

**XII. Entire Agreement/No Third Party Rights Created.** This MOU contains the entire agreement between the parties. It is not intended to create and does not create legal rights on the part of any individual or business that is not a party to the MOU.

**XIII. Supplementary Agreements.** This MOU provides a broad description of the collaboration between the Parties to establish the Academic Program and construct and operate the Program Facilities. The Parties agree that implementation of the goals and objectives of this MOU will necessitate additional supplementary agreements (“Supplementary Agreements”) between the Parties to describe in detail the steps to be taken to implement the goals and objectives of this MOU, and the Parties will negotiate in good faith to establish such Supplementary Agreements. The Supplementary Agreements shall describe in detail the Academic Program; design and construction of the Program Facilities; all financial operations; and fundraising roles and responsibilities. The Parties agree that this MOU is subject to and contingent upon the Parties entering into the Supplementary Agreements; notwithstanding the foregoing, however, the following paragraphs shall be binding on the parties: paragraphs VIII, IX, X, XI, XII, and XIII.

{Signatures on the Following Page}

WITNESS the following signatures of the Parties

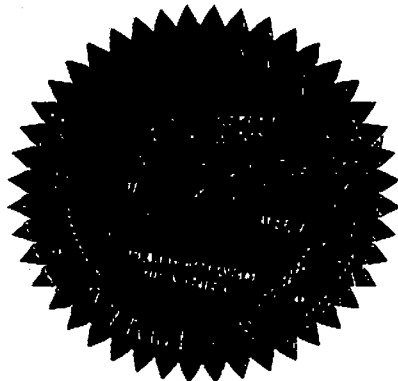
GEORGE MASON UNIVERSITY

Date: 10/7/08 Maurice W. Scherrens  
Maurice W. Scherrens  
Senior Vice President

Date: 10/10/08 Larry Czarda  
Larry Czarda  
Vice President for Administration

Date: 10/6/08 Thomas G. Calhoun  
Thomas G. Calhoun  
Vice President, Facilities

Date: 10/10/08 Peter N. Stearns  
Peter N. Stearns  
Provost

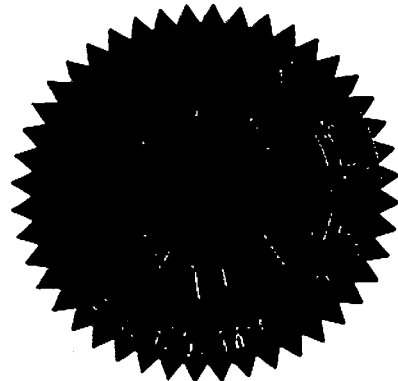


SMITHSONIAN INSTITUTION

Date: 10/10/08 G. Wayne Clough  
G. Wayne Clough  
Secretary

Date: 10/14/08 Robert Fraga  
Robert Fraga  
Contracting Officer

Date: 10/10/08 John Berry  
John Berry  
Director, National Zoological Park



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORLD BANK AND  
THE SMITHSONIAN INSTITUTION  
(BY AND THROUGH THE NATIONAL ZOOLOGICAL PARK)**

This Memorandum of Understanding (hereinafter MOU) is between:

The International Bank for Reconstruction and Development and the International Development Association (jointly, hereinafter, the World Bank), having their principal offices located at 1818 H Street, NW, Washington, DC 20433; and

The Smithsonian Institution, a non-profit trust instrumentality established by the Congress of the United States in 1846 (20 U.S.C. §41 et seq.) and having its office at 1000 Jefferson Drive, SW, Washington, DC 20560, by and through its National Zoological Park (hereinafter NZP), having its principal offices at 3001 Connecticut Avenue, NW, Washington, DC 20008 USA.

**Preamble**

Recognizing that tiger populations are decreasing at unprecedented rates and urgent action is needed to save them from extinction;

recognizing the commencement of a new Global Tiger Initiative (hereinafter GTI) by the World Bank, NZP and a broad range of institutions and entities, such as the Global Environment Facility, concerned about tiger conservation;

and further recognizing that NZP, at its Conservation and Research Center in Front Royal, Virginia, at its main campus at Rock Creek in Washington, DC, and at cooperating facilities around the world, has had a long history of providing training for conservation professionals and fostering the development and application of the interdisciplinary principles of conservation biology to globally important endangered species and their ecosystems;

the World Bank and NZP have now reached an understanding on collaborative efforts within the GTI to integrate tiger conservation into development by establishing and supporting a Conservation and Development Network (as specified in paragraph 2(b), below).

**Purpose**

1. The purpose of this MOU is to facilitate strategic collaboration between the World Bank and NZP (jointly, hereinafter, the Participants) within the GTI to address the critical need to provide conservation leaders and policy-makers in People's Republic of Bangladesh, Kingdom of Bhutan, Kingdom of Cambodia, People's Republic of China, Republic of India, Republic of Indonesia, Lao People's Democratic Republic, Malaysia, Union of Myanmar, Nepal, Russia Federation, Kingdom of Thailand, Socialist Republic of Vietnam, or any other country by agreement among the Participants and the country in question (jointly, hereinafter, the Tiger Range Countries) with the advanced knowledge, tools, skill sets, and sustained support necessary for developing and implementing effective conservation strategies for stabilizing and eventually restoring wild tiger populations.

2. To accomplish this, the Participants will:
  - (a) establish a training collaboration among NZP, the World Bank (including the World Bank Institute), the Tiger Range Countries, and other conservation cooperators, to strengthen the capacity to conserve sustainably wild tigers and key associated species and their natural habitats; and
  - (b) establish and support a Conservation and Development Network as a long-term community of conservation practitioners within and among the Tiger Range Countries as well as with other countries and organizations having an interest in sustainable conservation of wild tigers and associated landscapes.

### **Areas and Phases for Collaboration**

3. To achieve this purpose, the Participants will undertake the following activities for their collaboration within the GTI:
  - (a) establishing and supporting targeted training programs for: (i) senior conservation leaders and policy-makers from the Tiger Range Countries (“executive leadership training”); (ii) conservation practitioners from the Tiger Range Countries (“professional development training”); (iii) trainers in conservation practice for Tiger Range Countries (“training of trainers”); and (iv) professional staff of the World Bank and other institutions (“training on integrating conservation into development”);
  - (b) developing and testing coordinated learning programs and modules tailored to target audiences, including sharing agendas, knowledge and ideas for program design, coordinated needs assessments, leveraging existing resources and facilities for program development and joint delivery, where appropriate, and evaluating the effectiveness of these programs;
  - (c) organizing an interdisciplinary learning environment for those attending training programs, combining practical skills with disciplines such as international public policy, economic development, organizational management, leadership development, and conflict resolution, among others;
  - (d) augmenting core faculty from NZP and the World Bank with guest instructors from other branches of the Smithsonian Institution, and from an extensive international network of governmental, nongovernmental, private, and academic partners;
  - (e) ensuring that those attending training programs from the Tiger Range Countries will gain first-hand knowledge of the GTI and its practical linkages to the country-level sustainable economic development as well as an improved understanding of World Bank operations;
  - (f) encouraging the development of long-lasting personal and professional relationships among those attending training programs that will foster the creation of partnerships and in-country training and support networks essential for

sustainable and lasting conservation of wild tigers and key associated species and their natural habitats;

- (g) coordinating the development and implementation of the Pilot Phase (as defined in paragraph 4(a) of this MOU) that will help prepare partners from the Tiger Range Countries for their roles in the 2010 Tiger Summit and to promote the concept of a Conservation and Development Network at the Summit;
- (h) assisting partners in the Tiger Range Countries with the development and implementation of a Conservation and Development Network, based on a concept of interconnected hubs supporting institutional and individual partnerships, in order to maximize collaboration, promote effective training, create a long-term professional support framework for those attending training programs, and provide assistance in the implementation of tiger conservation objectives; and
- (i) simultaneously working together and with other GTI partners, carrying out coordinated fund-raising efforts, securing expertise, and other resources necessary to mobilize and support the Conservation and Development Network for the four years following the signing of this MOU.

Additional areas of collaboration may be defined through mutual understandings, subject to the Participants' institutional mandates and priorities.

4. The Participants understand that some of the above collaboration activities may be grouped into phases, based on the availability of funding and other factors:
  - (a) A pilot phase lasting approximately one year (hereinafter the Pilot Phase) will be centered on developing and delivering, in the second half of 2009 and early 2010, executive leadership training and other activities related to the preparation of the Tiger Summit and fund-raising, as described in subparagraphs (a)(i), (a)(iii), (g), and (i) of paragraph 3 of this MOU. The World Bank is expected to provide staff inputs and direct financial support to NZP in the development and delivery of the training programs under the Pilot Phase, in addition to NZP's in-kind contributions of staff and facilities.
  - (b) An implementation phase expected to last three or more years as necessary (hereinafter the Implementation Phase) will follow the completion of the Pilot Phase and be centered on the implementation of the Conservation and Development Network, as described in subparagraphs (h) and (i) of paragraph 3 of this MOU. This Phase will expand training programs to all types of training (as defined in paragraph 3(a) of this MOU) and scale up their delivery customized to the needs of Tiger Range Countries. The necessary resources for the Implementation Phase will be jointly raised by the World Bank, NZP and other collaborating partners as relevant.

### **Keys to Success**

5. The Participants recognize that the overall success of the GTI will include:

- (a) urgent action to rapidly reinforce existing conservation capacity and build new capacity for the longer term;
- (b) partnership and engagement, because no single organization or government has all of the requisite knowledge, experience, and resources needed to build capacity and design and implement effective tiger conservation;
- (c) cooperation and diplomacy, since support is needed at several levels simultaneously from individuals, organizations, governments, and the public;
- (d) customized solutions, with programs adapted to meet the specific needs of each individual regions, countries and subnational entities;
- (e) realistic goals and timelines, clearly established so that effectiveness can be measured within agreed-upon timeframes;
- (f) scalability, so that programs can be scaled up or down, as needed; and
- (g) adequate funding, with major financial commitments required to fuel the cooperative work of individuals, organizations, and governments working collectively to mobilize resources.

**Designated Points of Contact**

- 6. The officials with overall responsibility for the supervision and coordination of the activities under this MOU are listed below. The Participants may, by written notice to each other, designate additional or different officials as points of contact.

<p>For NZP  Miles Roberts  Deputy Director  Center for Conservation Education  and Sustainability, NZP</p>	<p>For the World Bank  Andrey Kushlin  Program Coordinator  Global Tiger Initiative  The World Bank</p>
--	---

**Communication and Evaluation**

- 7. The designated points of contact, and other representatives of the Participants as appropriate, will be in frequent communication to facilitate the achievement of the purpose of this MOU, and immediately work together in good faith to seek prompt resolution of any and all impediments to the accomplishment of the aforementioned goals.
- 8. The Participants recognize the importance of monitoring and evaluating the performance of joint cooperative activities and all initiatives undertaken pursuant to this MOU. To this effect, the Participants will meet on a semi-annual basis, at a mutually agreed date and place, to review all ongoing collaborative efforts, evaluate progress in terms of the stated goals, and identify potential measures to increase program effectiveness.

## **Disclosure and Publicity**

9. Both Participants may disclose to the public this MOU and information with respect to activities and projects contemplated herein in accordance with their respective policies on the disclosure of information.
10. Neither Participant may use the names, emblem, or logos or the other Participant in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.
11. No activity, and no work created by any activity, undertaken in connection with this MOU may be used for commercial purposes. Neither the Smithsonian Institution nor NZP may seek to directly or indirectly benefit commercially from the World Bank's involvement in such activity. However, publications resulting from such collaborative activity and projects may acknowledge the collaboration of the Participants, provided the text is jointly formulated by the Participants.

## **Conflict of Interest**

12. The Bank's collaboration with NZP (or, where applicable, the Smithsonian Institution) on activities under this MOU is not intended to confer a special advantage or preference on either NZP or the Smithsonian Institution in competing with any other entity as regards the procurement of goods, works or services by the World Bank or third parties, where such procurement results from or has a direct relationship to such activities.

## **Miscellaneous Understandings**

13. Cooperation under this MOU may commence upon signature by both Participants. Either Participant may discontinue participation in cooperative activities under this MOU at any time, by furnishing six months' advance notice in writing to the other Participant.
14. Cooperation under this MOU is open to entities and persons committed to the achievement of its purpose. The Participants will decide on the modalities of cooperation by such entities and persons.
15. The Participants may modify this MOU in writing.
16. The Participants recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established in this MOU. This MOU does not grant the right to use materials belonging to or created by either Participant. Each Participant will retain intellectual property rights in all materials developed and produced by it, its staff members or consultants.

17. This MOU is not legally binding and does not create any right, obligation or benefit, substantive or procedural, enforceable by law or equity against either one of the Participants, their officers or employees, or any other person. Further, this MOU does not create any commitment for either Participant to provide funds or resources in support for any specific activity or project. Any such commitment will take place in accordance with the laws, regulations, policies, and procedures applicable to the respective Participant.
18. This MOU does not create any joint venture, agency relationship, or legal partnership between the Participants.
19. Nothing in this MOU is intended to waive the privileges and immunities of either one of the Participants, their officers and employees.
20. The effects of this MOU start upon signature by both Participants on the date set forth below and will last for four years, unless cooperation is discontinued by either Participant as provided for in paragraph 13 above, or extended in writing by both Participants.

President, The World Bank

*Robert B. Zoellick*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[Acting Director, The Smithsonian National Zoological Park

*Steven L. Monfort*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date