

Project Agreement

Between

Star Alliance Services GmbH
(hereinafter referred to as "Star GmbH")
Frankfurt Airport Center, Main Lobby
60546 Frankfurt a.M. Germany
represented by its
Director Corporate Affairs [Asia/Pacific] Manager,
Mr Alastair Carthew,

and the

United Nations Educational, Scientific and Cultural Organization
(hereinafter referred to as "UNESCO")
7, place de Fontenoy
75352 Paris 07SP
represented by its
Director, Division for Cooperation with Extra-budgetary Funding Sources
Sector for External Relations and Co-operation
Ms Birgitte Møller

and the

World Conservation Union
(hereinafter referred to as "IUCN")
Rue Mauverney 28 CH - 1196 Gland, Switzerland
tel: 41-22- 999-0000/ 41-22- 999-0250
represented by its
Director, Global Strategies
Mr J. Gabriel Lopez, PhD

and the

The Convention on Wetlands (Ramsar, Iran, 1971)
(hereinafter referred to as "Ramsar")
Rue Mauverney 28
CH-1196 Gland, Switzerland
tel. +41 22 999 0170, fax +41 22 999 0169
represented by its
Secretary General,
Mr Peter Bridgewater

Star GmbH, UNESCO, IUCN and Ramsar each "Party" and together the "Parties"

Introduction

- Whereas* UNESCO, IUCN and Ramsar are seeking to cooperate with entities from civil society and the private sector, in order to pursue their programme priorities and to achieve its strategic objectives;
- Whereas* UNESCO, through its Intergovernmental Programme on Man and the Biosphere (hereinafter referred to as “the MAB programme”), IUCN and Ramsar are closely cooperating to contribute to the promotion, conservation, and sustainable use of biodiversity (UNESCO, IUCN and Ramsar being hereinafter referred to together as “the Programme Partners”)
- Whereas* Star GmbH, a project management service company to the Star Alliance Member Carriers (the “Members”) has expressed an interest in promoting the work of the Program Partners through activities of the Members;
- Whereas* The Programme Partners have expressed an interest to promote the collaboration with Star GmbH and the Members in their public relation work;
- Whereas* Star GmbH and the Programme Partners wish to enter into an agreement that sets forth the terms and conditions of the promotional work that each one promises to the other (hereinafter referred to as the “Agreement”);

Therefore, the Parties hereby agree as follows:

Article 1 – Purpose

By the present Agreement, the Parties determine the conditions and modalities according to which they cooperate for a joint project entitled “Biosphere Connections” (hereinafter referred to as “the Project”). The objective of the Project is to contribute to the promotion, conservation, and sustainable use of biodiversity. Detailed conditions and modalities of the Project Implementation shall be agreed to by the Parties and shall be set forth in writing in a Project plan (the “Operational Plan”), which is attached to this Agreement and forms an integral part thereof.

Article 2 – Obligations of the Programme Partners

- 2.1 The Programme Partners shall support the Members and the Star Alliance brand as set forth in the Operational Plan presented in the Annex of this Agreement (hereinafter referred to as “the Operational Plan”) The Operational Plan will be used as the platform for action, subject to amendment from time to time (in accordance with Art. 6.7 below) to accommodate the dynamics of a rapidly changing world. The initial Operational Plan reflects the desire of the Parties to establish a robust plan with clear objectives to be achieved over the first three years of the Project. It provides a detailed description of the Parties’ contributions to the Project.

- 2.2 The Programme Partners shall cooperate with Members participating in the Project and with any public relations, film and media, or publicity agencies engaged by Star GmbH to support and develop the Project, as specified in the Operational Plan.
- 2.3 The Programme Partners may consult Star GmbH for suitable modalities regarding air ticketing support with respect to conferences and other events, and should recommend Star Alliance Conventions Plus as a preferred event programme for their conferences and congresses throughout their organisations.
- 2.4. It is understood and agreed that the Programme Partners will share equally the burden of the obligations hereunder.

Article 3 – Obligations of Star GmbH

- 3.1 Star GmbH shall facilitate cooperation between the Programme Partners and the Members, as required for the effective implementation of the Project.
- 3.2 Star GmbH shall provide the resources required for the production of vignettes and outreach activities as set forth in the Operational Plan.

Star GmbH will support Programme Partners by using reasonable commercial efforts to encourage Members to display the tagline, in-flight screen map locations of key sites and protected areas ("Site mapping") and to show Star Alliance™ and Programme Partners supporting sites of international importance and endangered species in their in-flight film vignettes ("the Vignettes").

Star GmbH will support Programme Partners by using reasonable commercial efforts to encourage the Members to target business and leisure passengers with additional means by displaying, publishing and distributing information and the tagline in airline lounges, web sites, in-flight magazines, advertising on aircraft ("Outreach Activities").

- 3.3 Star GmbH shall provide air transport ticketing support to the Programme Partners in furtherance of their overall objectives, as outlined in the Operational Plan. Details regarding the application modalities of such airline transport ticketing support shall be determined in close cooperation with the Programme Partners and shall be set forth in the Operational Plan.
- 3.3 It is understood and agreed that the Programme Partners will share equally the value of the ticketing support fund provided by Star GmbH.

Article 4 – Conditions and Modalities of Project Implementation

4.1 Operational Plan

The mechanisms for preparing, implementing and monitoring the Project are outlined in the Operational Plan. Amendments of the Operational Plan shall be mutually agreed upon in writing by the Parties.

4.2 Branding

In consultation and agreement with the Programme Partners, Star GmbH developed a tagline for this Project (hereinafter referred to as “the Tagline”) that is presented in the Operational Plan. The purpose of the Project and the involvement of the Members and all Programme Partners shall be communicated along with the Tagline, as set forth in the Operational Plan.

The Parties shall use the Tagline only for the purpose and in connection with this Project and in accordance with the terms of this Agreement. The Programme Partners shall always use the Tagline that is presented in the Operational Plan. All intellectual property rights to the Tagline shall vest jointly with the Parties for the term of this Agreement.

In the case of Ramsar and/or IUCN withdrawing from the Agreement, the Tagline will be adjusted accordingly by agreement of the remaining Parties. In any case, the logo(s) of the withdrawing Party(ies) will be withdrawn from the Tagline.

The Project will make use of all the names, logos and acronyms of the Parties as specified in the Operational Plan.

4.3 Meetings

The Parties agree to meet on an annual basis to review progress, create, develop, discuss and agree upon an Operational Plan for the upcoming year. Additional meetings which might be necessary to execute or amend the existing Operational Plan shall be coordinated upon mutual agreement of the Parties.

Article 5 – Term, Withdrawal and Termination

- 5.1 This Agreement shall become effective as of 28 February 2007 (the “Effective Date”) when it is signed by all the Parties and will remain effective until 31 December 2009 (the “Termination Date”) unless extended upon mutual written agreement by the Parties.
- 5.2 Star GmbH and/or UNESCO shall be entitled to terminate without cause this Agreement giving three months' notice in writing to that effect to the other Parties. In the event of Star GmbH and/or UNESCO terminating this Agreement at any time and without cause, this Agreement shall be deemed to be terminated with regard to all Parties.
- 5.3 IUCN and/or Ramsar shall be entitled to withdraw from this Agreement at the end of the Project's budgeting period and without cause giving three months' notice in writing to that effect to the other Parties. Upon receipt of the withdrawal notice by Star GmbH, ticketing support to that Party(ies) will be withdrawn and all outstanding booked, issued and unused tickets will be returned immediately to the specified person at Star GmbH.
- 5.4 Termination of this Agreement shall also constitute termination of the Parties' right to use the Tagline and/or any amended version of it. Withdrawal from this Agreement shall constitute termination of the withdrawing Part(y's)/(ies') rights (including the right to use the Tagline) as well as obligations hereunder.

Article 6 – General Conditions

6.1 Use of the Name, Acronym or Official Logo

For the purposes of this Agreement, no Party is authorized to use the name, acronym or official logo, or any abbreviation thereof, of another Party unless specifically authorized by the other Party(ies) in writing in advance except as otherwise provided herein.

6.2 No legal partnership

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. None of the Parties nor anyone whom they may employ shall be considered as an agent of any of the other Parties or a member of the staff of the other Parties and, except as otherwise provided herein, shall be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit any of the other Parties to any expenditure or other obligations.

6.3 Conformity With Laws

The Parties agree to respect the laws of the countries in which they operate. The Parties guarantee that they will not permit any official of Star GmbH, UNESCO, IUCN or Ramsar to receive a direct or indirect profit from this Agreement.

6.4 Responsibilities for Acts or Omissions

None of the Parties is responsible for the acts or omissions under this Agreement of any of the other Parties.

Each Party (Star GmbH, UNESCO, IUCN, Ramsar) shall hold harmless the other Parties against all third party lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes, which arise out of, or relate to, acts or omissions of that Party(ies) occurring under this Agreement unless resulting from a Party's fraudulent act.

6.5 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Parties. Any of the aforementioned actions taken without such written approval shall not be valid.

6.6 Settlements of Disputes

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding between the Parties concerned. However, if no amicable settlement can be arrived at, any dispute between the Parties concerned shall be arbitrated according to the rules defined by UNCITRAL (United Nations Conference on International Trade Law). The applicable law shall be determined by the arbitrator(s).

6.7 Amendment

This Agreement, including the Operational Plan and this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties. Exhibits and Amendments attached to this Agreement shall form an integral part of this Agreement.

6.8 Non-Exclusivity

It is understood that this Agreement does not confer Star GmbH any exclusivity regarding activities such as those covered by this Agreement, and Star GmbH accepts that UNESCO, IUCN and Ramsar are currently collaborating on similar activities worldwide with other entities, but not with other airlines and/or other airline alliances.

6.9 Warranty

The Parties certify and warrant that they are duly authorized to enter into this Agreement.

6.10 Sole Text

This Agreement replaces and supersedes any and all previous agreements between the Parties.

Article 7 – Notification

7.1 The addresses for notification under the present Agreement are:

For Star GmbH (Star GmbH Services GmbH):

Frankfurt Airport Center, Main Lobby
60546 Frankfurt a.M. Germany
Director Corporate Affairs [Asia/Pacific] Manager, Alastair Carthew,
Email: alastair.carthew@staralliance.com

For UNESCO (United Nations Educational, Scientific and Cultural Organization):

7, place de Fontenoy
75352 Paris 07 SP, France.
Ms Birgitte Møller
Director, Division for Cooperation with Extra-budgetary Funding Sources
Sector for External Relations and Cooperation
Email: b.moller@unesco.org

For IUCN (World Conservation Union):

Rue Mauverney 28 CH - 1196 Gland, Switzerland
tel: 41-22- 999-0000/ 41-22- 999-0250
J. Gabriel Lopez, PhD
Director, Global Strategies,
Email: gabriel.lopez@iucn.org

For Ramsar (The Convention on Wetlands):

Rue Mauverney 28
CH-1196 Gland, Switzerland
tel. +41 22 999 0170, fax +41 22 999 0169

Peter Bridgewater
Secretary General
Email: bridgewater@ramsar.org

7.2 Each Party shall inform the other Parties immediately of any modification of its above address.

Execution pages to follow.

In witness whereof, the Parties have executed this Agreement as of February 28th, 2007.

For Star Alliance Services GmbH :



Jaan Albrecht
Chief Executive Officer

Date 01 MAR 2007



Christian Klick
Vice President Corporate Office

Date _____

Frankfurt Airport Center, Main Lobby
60546 Frankfurt a.M. Germany



In witness whereof, the Parties have executed this Agreement as of February 28th, 2007.

For UNESCO :



Birgitte Møller
Director,
Division for Cooperation with Extra-budgetary Funding Sources
Sector for External Relations and Co-operation

Date 28 Feb 2007

7, place de Fontenoy
75352 Paris 07 SP, France.

In witness whereof, the Parties have executed this Agreement as of February 28th, 2007.

For IUCN :



J. Gabriel Lopez, PhD
Director, Global Strategies
Date 28-02-07

Rue Mauverney 28 CH - 1196 Gland, Switzerland
tel: 41-22- 999-0000/ 41-22- 999-0250

In witness whereof, the Parties have executed this Agreement as of February 28th, 2007.

For Ramsar :

Peter Bridgewater
Secretary General

Date _____

Rue Mauverney 28
CH-1196 Gland, Switzerland