

## JPF Cooperation Agreement Summary 2011

This is a summary of the Cooperation Agreement on the basis of a donation from the City Council of the City of Guadalajara represented by the Mayor Lic. Jorge Aristotéles Sandoval Diaz, the Trustees of the Bosque Los Colomos represented by the Chairman of the Board M IN C. Miguel Oscar Cordero Viramontes to the Jardin Portland Foundation represented by Maria L. Alanis Ruiz, President of Jardin Portland Foundation that was signed on February 18, 2011, at the Mayor's Office in the City of Guadalajara.

The following clauses were in agreement:

### CLAUSES

#### PURPOSE.

The parties agree that the purpose of this paper is the signing of agreements to formalize the creation of the Jardin Portland in the Bosque Los Colomos.

#### FIRST - OBLIGATIONS OF THE "CITY COUNCIL OF THE CITY OF GUADALAJARA."

To fully accomplish the objectives of this Convenio,

"THE CITY OF GUADALAJARA" will:

- A. Include the Jardin Portland Project in the Bosque Los Colomos per City Development Master Plan 2010 to 2012. (See Attachment A)
- B. Provide technical assistance to work with the team of Bosque Los Colomos and Jardin Portland Foundation.
- C. Financial contribution to the development of the Jardin Portland Project in the Bosque Los Colomos.
- D. Assist with labor and permits and licenses for development of the Jardin Portland Project in the Bosque Los Colomos.
- E. Representations in all meetings to be agreed for the development of Jardin Portland Project in the Bosque Los Colomos.

#### SECOND. - OBLIGATIONS OF "BOSQUE LOS COLOMOS".

To fully accomplish the objectives of this Convenio, "BOSQUE LOS COLOMOS" duties will include:

- A. Giving a tract of land located inside the Bosque Los Colomos belonging to Section I, in the stand 1, the area known as The Zone Eucalyptus or pan.
- B. The land will have an approximate area of 3,000 square meters, which includes the areas known as The Spider, The Whale and The Whale Pond.
- C. Appoint a technician by the Bosque Los Colomos Board of Directors to coordinate with Colomos staff executing the work landscape own creative activities of the Jardin Portland.
- D. Assign staff to perform tasks of coordination and supervision of technical and operational activities, both during the construction of the garden.
- E. Operational staffing of gardening activities that allow the maintenance and upkeep of the Jardin Portland once the landscaping work.
- F. Appoint a technician to hereinafter training or advice received by the "CITY OF THE CITY OF GUADALAJARA" and "JARDIN PORTLAND FOUNDATION" or its technical staff assigned to facilitate handling of the Jardin Portland.
- G. Inform "JARDIN PORTLAND FOUNDATION" and " THE CITY OF GUADALAJARA" the status of the Jardin Portland, especially if there is any technical problem that cannot be handled with own resources "BOSQUE LOS COLOMOS BOARD OF DIECTORS"
- H. Consult the "THE CITY OF GUADALAJARA" and "JARDIN PORTLAND FOUNDATION" the approval of the representative of the changes that have to do to facilitate the preservation and maintenance of the Jardin Portland if required.

#### TERCERA.-OBLIGATIONS OF "JARDIN PORTLAND FOUNDATION"

To fully accomplish the purposes of this Agreement, the "JARDIN PORTLAND FOUNDATION" duties will include:

- A. Creating the Jardin Portland in the land located within the Bosque Los Colomos belonging to Section I, in the stand 1, the area known as The Zone Eucalyptus or pan.
- B. Implementing the project and the building program of the Jardin Portland specifying the landscape aspects, technical, ecological and economic resources for practical manner, the coordination and implementation.

- C. Invest the financial and technical resources to build the facilities necessary for the maintenance and upkeep of the Jardin as irrigation equipment and electrification, and urban facilities specified in the project itself of creating the garden.
- D. With the assistance of sponsors and the "THE CITY OF GUADALAJARA" will cover the costs of equipment, substrates, materials, plants, grass, chemicals and labor needed to create the garden.
- E. Train technical personnel and operative "BOSQUE LOS COLOMOS BOARD" in the necessary features to manage the garden, especially the management of exotic plants or native of Portland.
- F. Provide technical advice requested by the "BOSQUE LOS COLOMOS BOARD" In case of problems related to the management of the green area in question.
- G. In the case that parts of natural or artificial elements Jardin Portland, cover their cost after approval by the technical supervisor "JARDIN PORTLAND FOUNDATION".

#### FOURTH. - DUTIES OF THE PARTIES.

Common responsibilities will include:

Maintain and prioritize only the Existence of Jardin Portland and its facilities and ornamentation in general, maintaining constant contact for this purpose within the scope of joint participation and voluntary agreement with the representatives of the City Council of the City of Guadalajara and Jardin Portland Foundation and Board of Trustees Bosque Los Colomos.

#### FIFTH. - COMMUNICATIONS.

Information relating to any aspect of this Convention, shall apply to those addresses in the section on statements or through the Technical Committee constituted for this purpose.

#### SIXTH. - TECHNICAL COMMITTEE.

The parties agree to establish a Technical Committee Bipartisan within 30 days of signature of this Convention that contributes to the maintenance monitoring and evaluation of activities arising from this agreement. This Committee shall consist of one or two representatives from each of the parties.

The Committee shall meet at least once every year alternately in their facilities and can only sit still at least one representative of each party paying their annual reports, should

review and evaluate the performance of this instrument, and if the annexes and make recommendations as required.

#### SEVENTH. - LABOR RELATIONS.

The personnel assigned by each of the parties for the performance of this instrument will continue employment with the party that hired him, without being regarded as a pattern to the other supportive or replacement.

If the implementation of a program involved personnel providing services to institutions or persons other than the parties, the staff will remain always under the direction and dependence of that institution, so that its intervention will not result in a labor relationship with the "CITY OF GUADALAJARA "the" BOARD OF TRUSTEES BOSQUE LOS COLOMOS AND JARDIN PORTLAND FOUNDATION.

#### EIGHTH - TERM AND TERMINATION

This Agreement shall enter into force upon signature and shall remain in force indefinitely. Up to the discretion of the parties to terminate it. Term and taking as the existence of this duality of interests and goodwill of the parties to the existence and maintenance of the object under optimal conditions of this agreement. Without any obligation for either party to compensation or any financial penalty, provided that arise for reasons of force majeure

NOTE: NOT SPECIFIED THE DURATION OF START OF WORKS AND DATE OF COMPLETION OF THE SAME.