

**Biosphere Connections Agreement**

*between*

**Star Alliance Services GmbH**  
(hereinafter referred to as "Star GmbH")  
Frankfurt Airport Center, Main Lobby  
60546 Frankfurt a.M., Germany

*and*

**IUCN - International Union for Conservation of Nature**  
(hereinafter referred to as "IUCN")  
The International Union for Conservation of Nature  
Rue Mauverney 28  
CH - 1196 Gland, Switzerland

*and*

**The Secretariat of the Convention on Wetlands (Ramsar, Iran, 1971)**  
(hereinafter referred to as "Ramsar")  
The Ramsar Convention Secretariat  
Rue Mauverney 28  
CH-1196 Gland, Switzerland

each a "Party" and together the "Parties".

DATE: 01 JANUARY 2013

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## Introduction

- Whereas* IUCN is the world's oldest and largest global environmental organisation;
- Whereas* Ramsar was established to pursue the aims of the Convention on Wetlands of International Importance, called the Ramsar Convention, which is an intergovernmental treaty that provides the framework for national action and international cooperation for the conservation and wise use of wetlands and their resources;
- Whereas* 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* IUCN and Ramsar (collectively hereinafter referred to as the "Programme Partners") closely cooperate to promote the conservation and sustainable use of biodiversity;
- Whereas* Star GmbH, a project management and services company to the Star Alliance member carriers, wishes to promote the work of the Programme Partners;

**Therefore, the Parties hereby agree as follows:**

### Article 1 – Purpose

- 1.1 This Biosphere Connections Agreement (hereinafter the "Agreement") is made this first day of January, 2013 (the "Effective Date") by and between the Parties.
- 1.2 The Parties agree on joint activities to promote environmental sustainability gathered under the term 'Biosphere Connections' (hereinafter referred to as the "Project") in accordance with the terms herein.
- 1.3 Definitions:

**Member Carriers** refers to the Star Alliance member carriers listed on the following website: [www.staralliance.com](http://www.staralliance.com) (as amended from time to time).

**Star Alliance Network** refers to Star GmbH and the Member Carriers.

**Tagline** shall mean a short film featuring the Project and the involvement of the Member Carriers and the Programme Partners.

**Traveller** shall mean any individual for whom Star GmbH shall provide air transport ticketing under this Agreement.

**Travel Request Form** shall mean the Biosphere Connections Travel Request Form which is attached to this Agreement as Exhibit 1.

### Article 2 – Obligations of the Programme Partners

- 2.1 The Programme Partners shall outline the Project and their partnership with the Member Carriers as the promoters of the Project on their respective at relevant events and/or related web pages. The Programme Partners agree to use the Star Alliance website link (the "Link") in

connection with the Project and/or the partnership. The Link shall always be hyperlinked under the Biosphere Connections logo ("Project Logo"). The Project Logo shall contain the brands provided by all Parties.

- 2.2 The Programme Partners shall not be granted any rights, title or interest in the Link. Furthermore, the Programme Partners shall not use the brand Star Alliance™ ("Name") or the Link to disparage the Member Carriers in any way that in Star GmbH's sole business judgement and discretion may diminish or damage the goodwill in the Name or Link. Star GmbH reserves the right to review the Programme Partner's use of the Name and the Link.
- 2.3 The Programme Partners shall display the joint logo on their respective homepages and/or related web pages.
- 2.4 The Programme Partners shall reasonably cooperate with any public relations, film and media, or publicity agencies engaged by Star GmbH to support and develop the Project.
- 2.5 The Programme Partners shall recommend Star Alliance Conventions Plus as a preferred event programme for their conferences and congresses throughout their organisations, and shall instantly inform Star GmbH to facilitate the organizing and attendance of international conferences, conventions, exhibitions, and other events.

### **Article 3 – Obligations of Star GmbH**

- 3.1 For the Initial Term and the first Renewal Term, Star GmbH shall provide a budget of eighty thousand (80,000) EUR at a time. For any subsequent term, the budget shall be renegotiated between the Parties.
- 3.2 Within the range of the budget, Star GmbH shall provide air transport ticketing to the Programme Partners for the purpose of the Project. Star GmbH shall not be responsible for any breaches of contract or any actions or omissions on the part of the Member Carriers nor be liable in any way to any Party for any loss or damage arising in connection with this Agreement, for any reason whatsoever. The respective Conditions of Carriage of the respective Member Carrier shall apply.
- 3.3 The budget shall be equally shared between the Programme Partners. If the respectively assigned budget is not fully used up within the Term, the Programme Partners shall not be entitled to the remaining budget or any part thereof of the other Programme Partner. The Programme Partners shall not be entitled to the budget in cash.
- 3.4 Star GmbH shall support the Programme Partners by using reasonable commercial efforts to encourage the Member Carriers to cooperate with the Programme Partners and display the joint logo and publish and distribute information on the Project in their airport lounges, on their websites, in in-flight magazines and inflight-entertainment.
- 3.5 At least annually Star GmbH shall issue a newsletter to the Programme Partners including but not limited to information about the Travellers and their missions, and activities of the Member Carriers and their partner organizations in connection with environmental sustainability.

#### Article 4 – Modalities of Project Implementation

- 4.1 Every Traveller must complete the Travel Request Form (attached hereto as Exhibit 1) and submit it to the contact stated therein. Upon receipt of a fully completed Travel Request Form Star GmbH shall issue the required flight tickets in accordance with Article 3.2 of this Agreement.
- 4.2 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. All intellectual property rights to the Tagline shall vest jointly with the Parties for the Term of this Agreement.

If one of the Programme Partners withdraws from this Agreement, the Tagline shall be revised accordingly by written agreement of the remaining Parties. In any case, any logo and/or name of the withdrawing Party shall be removed from the Tagline.

#### 4.3 Meetings

The Parties agree to meet on an annual basis to review the Project, and to 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 be effective as of the Effective Date and shall continue for an initial term of one (1) year (the “Initial Term”). It shall renew automatically for one (1) year periods (the “Renewal Term”) unless terminated earlier in accordance with the terms herein. The Initial Term and Renewal Term hereinafter together referred to as the “Term”.
- 5.2 Star GmbH may terminate this Agreement with 90 (ninety) days' prior written notice to the Programme Partners to the end of the Term. Each of the Programme Partners may withdraw from this Agreement with 90 (ninety) days' prior written notice to the other Parties to the end of the Term. The Programme Partners may collectively terminate this Agreement with 90 (ninety) days' prior written notice to Star GmbH to the end of the Term.
- 5.3 Either Party may (without prejudice to its remedies for breach of contract) terminate this Agreement forthwith by written notice to the other Parties if either Party:

- Is in material breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of being required to do so;
- Makes any arrangement with or compounds with its creditors;
- Appoints a receiver, an administrative receiver or similar officers;
- Passes a resolution for, has a petition presented for, or enters into administration or liquidation;
- Ceases trading or is or becomes insolvent; or
- The equivalent of any of the above in any applicable jurisdiction.

Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party, or any provision of this Agreement that is expressly or by implication intended to survive the termination.

- 5.4 In the case of withdrawal by either Programme Partner, Star GmbH shall decide within 30 (thirty) days whether the Agreement shall be fully and immediately terminated or whether the Agreement shall remain in force with respect to the other Programme Partner. Upon receipt of the withdrawal notice by Star GmbH, ticketing support to the withdrawing Party will be ceased and all outstanding booked, issued and unused tickets shall be returned immediately to Star GmbH.
- 5.5 Termination of this Agreement shall also constitute termination of the Parties' right to use the Tagline, Project Logo and Name. Withdrawal from this Agreement shall constitute termination of any of the withdrawing Party's rights and obligations hereunder except for those under Article 6 of this Agreement which shall survive any termination in perpetuity.

**Article 6 – Confidentiality**

- 6.1 Each Party undertakes to the other that it shall not, without the prior written consent of the other, which consent shall not be unreasonably withheld, disclose to any third party (excluding the Member Carriers) (i) any information relating to this Agreement, (ii) any proprietary information and documents, (iii) any information and documents that are marked as confidential, and/or (iv) any information and documents that by their nature and to a reasonable person would be understood as proprietary and confidential ("Confidential Information").
- 6.2 The confidentiality obligation shall not exist with respect to any particular information that the receiving Party can demonstrate
- 6.2.1 is already known to the receiving Party at the time it is disclosed to the receiving Party;  
or
- 6.2.2 is or becomes publicly known through no wrongful act of the receiving Party;
- 6.2.3 is independently developed by the receiving Party without use, directly or indirectly, of the Confidential Information received from the disclosing Party;
- 6.2.4 is rightfully received by the receiving Party from a third party without restriction or disclosure and without the receiving Party's knowledge of a breach of an obligation of confidentiality running directly or indirectly to the disclosing Party;
- 6.2.5 is approved for release by prior written authorization of the disclosing Party; or
- 6.2.6 is required to be disclosed pursuant to the lawful requirement of any governmental agency, lawful order of a court or tribunal of competent jurisdiction, or by operation of law provided that, upon receipt of a notice for such disclosure, the receiving Party shall promptly notify the disclosing Party and reasonably cooperate with the disclosing Party to take any steps to resist or narrow the requirement for disclosure.
- 6.3 Within ten (10) days following the receipt of a written request from the disclosing Party and in the event of termination of this Agreement, the receiving Party shall (i) deliver to the disclosing Party all tangible materials containing or embodying the Confidential Information or generated therefrom, and (ii) destroy and delete all computerized or electronic versions of the Confidential Information, together with a certificate executed by an officer of the receiving Party certifying that all such requested materials have been delivered, destroyed and/or deleted.
- 6.4 Each Party shall ensure that its employees and contractors comply with these confidentiality provisions.

**Article 7 – General Conditions**

- 7.1 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

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Party in writing in advance except as otherwise provided herein.

7.2 No Legal Partnership

Nothing in this Agreement shall be construed as to create an association of whatsoever legal form between the Parties. The Parties shall have no authority to contract on behalf of any other Party or otherwise engage the responsibility or liability of the other Parties, and shall make no representation to any third party to the contrary. Neither Party shall be considered as agent of any of the other Parties and, except as otherwise provided herein, shall be entitled to any privileges, immunities, compensation or reimbursements or authorized to commit any of the other Parties to any expenditure or other obligations.

7.3 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 of their employees or agents to directly or indirectly profit from this Agreement except as stated in 3.2 of this Agreement.

7.4 Responsibilities for Acts or Omissions

None of the Parties shall be responsible or liable for the acts or omissions under this Agreement of any of the other Parties.

Each Party shall hold harmless any other Party 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.

7.5 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.

7.6 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).

7.7 Amendment

This Agreement including this provision, may not be waived, modified or changed in any manner unless made in writing and signed by each of the Parties. Any exhibits, annexes and amendments attached to this Agreement shall form an integral part of this Agreement.

7.8 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 acknowledges that the Programme Partners collaborate worldwide with many other entities, but they shall not cooperate with any airlines other than the Member Carriers or any airline alliances other than Star Alliance.

7.9 Warranty

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

7.10 Severance

In the event that any part of this Agreement is, or shall become, or shall be declared illegal, invalid or unenforceable in any jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from this Agreement in the jurisdiction in question and such contravention, illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

7.11 Entire Agreement

This Agreement replaces and supersedes any and all previous agreements between the Parties with the subject matter hereof.

7.12 Counterparts

This Agreement may be executed in three counterparts by the Parties, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.

**Article 8 – Notification**

8.1 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  
Christian Klick  
Vice President Corporate Office  
Christian.klick@staralliance.com

With copy to:  
Jeffrey Goh  
General Counsel  
Email: jeffrey.goh@staralliance.com

For IUCN:

**International Union for Conservation of Nature**  
Rue Mauverney 28, CH - 1196 Gland, Switzerland  
Tel. +41 22 999 0346; Fax: +41 (22) 999-0002  
Ewa Magiera  
Senior Media and Communications Manager a.i.  
Global Communications Unit  
ewa.magiera@iucn.org

For Ramsar:

**The Secretariat of the Convention on Wetlands**  
Rue Mauverney 28

CH-1196 Gland, Switzerland  
Tel. +41 22 999 0331; fax +41 22 999 0169  
Marina Monzeglio  
Communications Officer  
monzeglio@ramsar.org

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

In witness whereof, the Parties have executed this Agreement as of the first date specified above.

For **Star Alliance Services GmbH**:



Mark F. Schwab  
Chief Executive Officer

Date 16/1/15



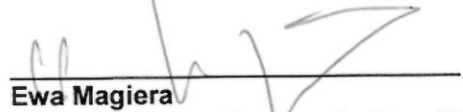
Christian Klick  
Vice President Corporate Office

Date \_\_\_\_\_



In witness whereof, the Parties have executed this Agreement as of the first date specified above.

For IUCN :



**Ewa Magiera**  
Senior Media and Communications Manager a.i.  
Global Communications Unit

Date 11.09.2014

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In witness whereof, the Parties have executed this Agreement as of the first date specified above.

For Ramsar :

 Secretary General

**Camilla Chalmers**  
Head of Communications

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Date 11 Sep 2014

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Exhibit 1

Biosphere Connections Travel Request Form

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STAR ALLIANCE 

## **Biosphere Connections TRAVEL REQUEST FORM**

Dear Ticket Applicant,

Thank you for being interested in the Biosphere Connections Program. This form has been designed to assist you with the booking of your flights and with providing feedback about your experiences gathered during your travel and to be used in the new Biosphere Connections Newsletter. To apply for your tickets, please email this form completed to [hannah.zumbaum@staralliance.com](mailto:hannah.zumbaum@staralliance.com) **AND** [roland.marder@staralliance.com](mailto:roland.marder@staralliance.com) or fax to +49 69 96375500.

### **Processing and Use of Personal Data**

**By submitting this form you give your consent to the collection, processing and use of your personal data by Star Alliance Services GmbH, only in connection with the booking of the flight ticket requested in this form.**

**In order to issue your ticket, your personal data will be shared with the ticket issuing Star Alliance member carrier. Please note that the data protection guidelines of the respective Star Alliance member carrier apply with respect to collecting, processing, storing, using, and sharing of your personal data. For further information, please contact the ticket issuing Star Alliance member carrier. Further, your personal data will be shared with the inviting organization as specified by you in the below Project Details (RAMSAR or IUCN).**

**Star Alliance Services GmbH will not disclose your personal data to any other third parties. We will treat your personal details with the utmost care and process it securely.**

### **Visa Requirements**

**Please note that by submitting this form you ensure compliance with the respective visa requirements for your travel. The Star Alliance website provides for information about travel documents and health: <http://www.staralliance.com/en/services/visa-and-health/>.**

### **Feedback**

**Please also be informed that as part of the Biosphere Connections Agreement and in order to get the requested ticket issued you are required to answer the feedback questions at the end of this form (pages 4 to 9).**

**Project Details**

**Name of Project, Convention etc:**  
**Venue of Project, Convention etc:**  
**Date of Project, Convention etc:**

**Invited by:**  
(please tick the relevant box)

RAMSAR

IUCN

**Personal Data**

Mr. / Mrs. / Ms.

First Name:

Last Name:

**Please write names as shown in passport!**

Nationality:

Job title:

Organization:

Country:

Email:

Date of Birth:

**Travel Request Data**

**Earliest Departure Date:**

Departure City/Airport:

**Latest Departure Date:**

Arrival City/Airport:

**Earliest Return Date:**

Departure City/Airport:

**Latest Return Date:**

Arrival City/Airport:

**Preferred Departure Date:**

Departure City/Airport:

**Preferred Return Date:**

Arrival City/Airport:

**Mileage Program (if applicable)**

**Airline:**

**Number:**

**You will be sent a flight itinerary for review. Please be informed that as a part of the Biosphere Connections Agreement your booking will be based on the cheapest available economy fare with restrictions to changes and refund.**

## Carbon Offsetting

When planning your travel we would like to encourage you to consider the calculation and offsetting of your individual carbon emissions by making use of one of the following online calculators. The air passenger pays a specific amount according to the emissions created which is invested in certain carbon offset projects depending on the provider chosen.

- Atmosfair (<http://www.atmosfair.de>)
- Climate friendly ([www.climatefriendly.com](http://www.climatefriendly.com))
- Myclimate (swiss site) ([www.myclimate.org/?lang=en](http://www.myclimate.org/?lang=en))
- NativeEnergy ([www.nativeenergy.com](http://www.nativeenergy.com))
- CarbonCounter.org ([www.carboncounter.org](http://www.carboncounter.org))
- The CarbonNeutral Company ([www.carbonneutral.com](http://www.carbonneutral.com))
- Offsetting with Austrian Airlines  
([http://www.austrian.com/Info/Flying/CO2offsetting.aspx?sc\\_lang=en&cc=US](http://www.austrian.com/Info/Flying/CO2offsetting.aspx?sc_lang=en&cc=US))



**Biosphere Connections  
TICKET RECIPIENT FEEDBACK TEMPLATE**

**YOUR TRAVEL AND MEETING/CONFERENCE EXPERIENCES**

*PART 1 (to be sent prior to travel together with travel request form)*

<b>Conference/Meeting you will attend:</b>
<b>Travel Dates/ Airline</b>
<b>What is the message that you will take to the people you meet? What is your goal?</b>

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**What will be the benefits of attending the meeting? And how will they influence the**

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issues you work on?

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## GENERAL COMMENTS ON YOUR JOB AND MOTIVATION

Short description of your career and actual job:

**What is the biggest thrill you get from your job?**

Empty response area for the question: "What is the biggest thrill you get from your job?"

**YOUR TRAVEL AND MEETING/CONFERENCE EXPERIENCES**

**PART 2 (to be sent after travel)**

**Please tell us about your experiences gathered at the meeting/ conference you attended and send us pictures (jpeg) of yourself and/ or the meeting.**

[Empty response area for text and pictures]