

**MEMORANDUM OF UNDERSTANDING AMONG**

**THE NATIONAL PARK SERVICE  
OF THE DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA**

**AND**

**THE NATIONAL OCEAN SERVICE  
OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
OF THE DEPARTMENT OF COMMERCE  
OF THE UNITED STATES OF AMERICA**

**AND**

**THE MINISTRY OF ENVIRONMENT  
OF THE REPUBLIC OF CHILE**

**AND**

**THE NATIONAL FOREST CORPORATION  
OF THE MINISTRY OF AGRICULTURE  
OF THE REPUBLIC OF CHILE**

**AND**

**THE UNDERSECRETARIAT FOR FISHERIES AND AQUACULTURE  
OF THE MINISTRY OF ECONOMY, DEVELOPMENT AND TOURISM  
OF THE REPUBLIC OF CHILE**

**ON**

**COOPERATION IN THE CONSERVATION AND MANAGEMENT  
OF TERRESTRIAL AND MARINE PROTECTED AREAS**

The National Park Service of the Department of the Interior of the United States of America (NPS), the National Ocean Service of the National Oceanic and Atmospheric Administration of the Department of Commerce of the United States of America (NOS), the Ministry of Environment of the Republic of Chile (MMA), the National Forest Corporation of the Ministry of Agriculture of the Republic of Chile (CONAF), and the Undersecretariat for Fisheries and Aquaculture of the Ministry of Economy, Development and Tourism of the Republic of Chile (SUBPESCA).

RECOGNIZING the mutual interest among NPS, NOS, MMA, CONAF, and SUBPESCA, hereinafter collectively referred to as the "Participants," in the establishment and management of terrestrial and marine protected areas within their respective jurisdiction,

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for the purpose of conserving biodiversity, protecting cultural and natural heritage, and promoting sustainable tourism;

RECALLING the long standing history of cooperation between the United States of America and the Republic of Chile in the area of protected area management, including (1) the agreement between the NPS and CONAF signed in 2000, (2) the Sister Park arrangement between Yosemite National Park and Torres del Paine National Park signed in 2007, (3) the U.S.–Chile Environmental Cooperation Agreement signed in 2003, (4) the Sister Park arrangement between Francisco Coloane Marine and Coastal Park and Glacier Bay National Park and Preserve signed in 2011, and (5) collaboration between NOS and Chilean national agencies on marine protected area management conducted since 2004 under the umbrella of the U.S.-Chile Fisheries Management Cooperation Activities;

RECALLING that the Presidents of the United States of America and the Republic of Chile in March 2011 noted their support of collaboration on protected area management between both nations;

TAKING INTO CONSIDERATION the advantages of facilitating, coordinating, and amplifying efforts of mutual interest in the conservation, management, and development of natural and cultural resources in protected areas of mutual interest;

NOTING the mutual interest in establishing new partnerships and strengthening existing partnerships between the Participants and individual national parks and other protected areas containing similar ecosystems, for the purpose of exchanging information and undertaking educational activities relating to protected area management and operations. These relationships are hereafter referred to as Partnerships;

The Participants have reached the following understandings:

## SECTION 1

- 1.1. The Participants intend to develop a strategic framework for cooperation concerning the conservation and management of marine and terrestrial protected areas (including the natural and cultural resources therein). Purposes of the framework include:
  - a. Implementation of this Memorandum of Understanding (MOU) and any subsidiary arrangements;
  - b. Creating opportunities to expand and enhance bilateral collaboration through the sharing of experience and expertise among the Participants;
  - c. Leveraging resources and opportunities for collaboration among the participating protected areas as well as other potential partners;
  - d. Focusing particular attention on the critical challenge of managing the coastal area where the land and the sea meet; and,
  - e. Assisting in evaluating (1) the collaboration between the Participants, and (2) the results of the implementation of mutually determined activities.

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## SECTION 2

- 2.1. The NPS's legal authority to conduct programs for technical exchange and cooperation with other countries in park stewardship and management is derived in part from 16 U.S.C. §§ 1-3, 16 U.S.C. § 470a(i), 16 USCS §1537; and 22 U.S.C. §§2451-2460).
- 2.2. The legal and programmatic authority for NOS to conduct activities described in this MOU is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. §1431 et seq, which includes the purposes of developing and implementing coordinated plans for the protection and management of marine protected areas with appropriate international organizations and other public and private interests concerned with continuing the health and resilience of these marine areas, and to cooperate with global programs encouraging the conservation of marine resources. 16 U.S.C. §1435(c) allows the Secretary of Commerce, in consultation with the Secretary of State and other appropriate Federal agencies, to cooperate with other governments and international organizations in the furtherance of the purposes and policies of this Act and consistent with applicable regional and multilateral arrangements for the protection and management of special marine areas.
- 2.3. The main objective of the MMA is to collaborate with the President of the Republic of Chile in the design and implementation of environmental policies, plans and programs; protection and conservation of biological diversity and renewable natural and water resources; and promoting sustainable development, the integrity of the environmental policy and environmental regulatory framework. The specific functions relating to protected areas and biodiversity are defined in Article 70 (b), (c), (i), and (j) of the Law 19,300, on General Bases of the Environment.
- 2.4. The main role of SUBPESCA is to propose and execute the national fishery and aquaculture policy, develop regulations, and provide instructions on policy implementation for national fisheries and aquaculture. SUBPESCA also proposes norms on protection, control, and use of the available aquatic living resources. The legal authority of SUBPESCA to sign this MOU derives from the 1983 DFL #5 of the Ministry of Economy, Development, and Reconstruction (currently the Ministry of Economy, Development, and Tourism), LGPA 18.892 which is codified in the 1991 DS #430, of the Ministry of Economy, Development, and Reconstruction which regulates fisheries, aquaculture, and their products.
- 2.5. CONAF is the agency in charge of conserving protected areas subject to its administration and promoting the sustainable use of the forest ecosystems. CONAF legal authority to sign this MOU derives from Article 10 second section of the Forest Law, which is included in the 1931 DS #4363, of the Ministry of Land and Colonization and in the CONAF Statutes-Third Article, letter C.

## SECTION 3

- 3.1. Each Participant should appoint a coordinator to collect information, coordinate the development and implementation of joint projects and activities to accomplish the objectives outlined in this MOU, and to be responsible for all communications regarding implementation of this MOU. Participants concur that the coordinator for

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NPS is the Office of International Affairs, the coordinator for NOS is the International Program Office, the coordinator for MMA is the Division for Natural Resources, Waste, and Risk Assessment, the coordinator for CONAF is the Wild Protected Area Administration, and the coordinator for SUBPESCA is the Marine Protected Area and Biodiversity Unit.

- 3.2. The Participants should establish a Coordinating Council (Council) comprised of the coordinators listed above.

A representative from each participating Partnership may be invited to Council's sessions concerning their respective protected area.

This Council:

- a. Should meet, either in-person or virtually, at least once a year to review progress on the individual Partnerships, to identify opportunities for collaboration among the Participants, to explore potential collaboration between the Participants and other organizations, and to evaluate and recommend to their respective governments additions of new "sister protected area" arrangements.
  - b. Is responsible for developing an annual activities program for the collaboration, as well as an annual report describing the accomplishments of the collaboration, the activities program for the upcoming year, and for making recommendations for resources and actions necessary for effectively implementing that program.
  - c. Should incorporate representatives of new protected area partnerships as they are created under the framework of this MOU.
  - d. Will not provide consensus advice to federal or national agencies.
- 3.3. The Participants intend that existing protected areas Partnerships between the United States and Chile, within their respective jurisdictions, be a part of and actively participate in the work of the Council. Reference to this MOU should be incorporated, as appropriate, into pre-existing Partnership agreements by amendment or upon renewal.
- 3.4. Within six months of execution of this MOU, an annual activities program should be developed to guide Partnership work. Each annual activities program should propose the targeted actions for the following year and identify resources needed to effectively implement those actions.
- 3.5. Participants should keep each other informed of planned activities during work plan sessions and annual meetings.

#### SECTION 4

- 4.1. Cooperative activities under this MOU may consist of exchanges of information and technical assistance concerning terrestrial and marine protected area management, and natural and cultural resource management and use; exchanges

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of park and protected areas personnel in fields of mutual interest, including but not limited to study tours, work sessions, training courses, conferences, and symposia; the exchange of equipment and other forms of cooperative activities as mutually decided.

- 4.2. Specific areas of interest for cooperative activities include, but are not limited to:
  - a. Collaboration between specialized personnel from protected areas on natural and cultural resource research, design of visitor programs and facilities, and planning, development, management and operation of protected areas under the jurisdiction of the Participants.
  - b. Exchange of information regarding the goals of this MOU, and in other related areas mutually identified and accepted by the Participants. Other topics may include, but are not limited to: strategies for conservation or environmental protection, protected areas legislation, tourism development, use of protected areas for recreational purposes, management planning for protected areas, and integrating inventory and monitoring systems to study biodiversity in protected areas.
- 4.3. Initial priority areas of potential cooperation between the Participants are set forth in Annex A of this MOU. Annex A may be reviewed and updated at least biennially by the Participants.
- 4.4. Specific projects and activities will be conducted by executing annexes to the MOU. Each annex will be entered into between the pertinent Participants, and will include the elements listed in Annex A, section 2.

## SECTION 5

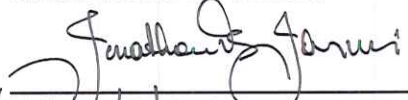
- 5.1. This MOU is not legally binding under international law. Implementation of this MOU is subject to the availability of appropriated funds, personnel, and resources of each Participant. Each Participant will implement this MOU in accordance with applicable laws, regulations and government policies of the Participant's country.
- 5.2. All activities within protected areas will be conducted in accordance with the current and future laws and regulations of each Participant, including without limitation those laws and regulations respecting the protection of each Participant's use and access to genetic resources in protected areas.
- 5.3. Unless otherwise mutually decided by the Participants, when a Participant proposes to undertake cooperative projects or activities, that Participant is responsible for assuming all of the associated costs or identifying the necessary financing elsewhere. Moreover, with the goal of keeping costs to a minimum, the hosting Participant should take all reasonable measures to provide such in-kind contributions as may allow for the accomplishment of objectives of this MOU, especially with respect to logistical considerations that may include but not be limited to transportation, food and lodging within protected areas for its personnel.

SECTION 6

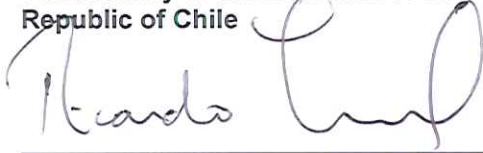
- 6.1. Activities under this MOU may commence upon the date that the last signature is affixed hereto. The term of this MOU is five (5) years. This MOU may be extended or modified by written consent of the Participants.
- 6.2. Activities under this MOU may be discontinued at any time and for any reason by any Participant. The Participant seeking to discontinue cooperation should endeavor to provide written notification ninety days in advance of such discontinuation.
- 6.3. If differences arise in interpretation of this MOU, the Participants may present their differences to each other in writing to discuss them. If the Participants fail to resolve their differences within thirty (30) days, they may refer the matter to higher level of authority within their respective organizations.

Signed in quintuplicate, in both English and Spanish, on the date and at the place indicated.


On Behalf of  
The National Park Service  
of The Department of The Interior of The  
United States of America

  
Date: 1/31/2013  
Place: Washington, DC


On Behalf of  
The Ministry of Environment of The  
Republic of Chile

  
Date: January 8, 2013  
Place: Santiago, Chile

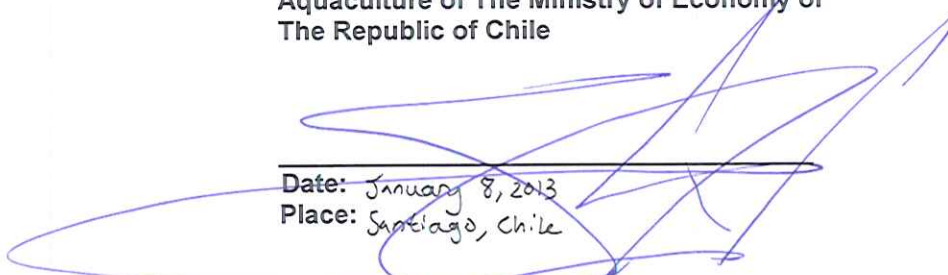
On Behalf of  
The National Ocean Service of The National  
Oceanic and Atmospheric Administration of  
The Department of Commerce of The United  
States of America

  
Date: 1/22/13  
Place: Silver Spring, MD

On Behalf of  
The National Forest Corporation of The  
Ministry of Agriculture of The Republic of  
Chile

  
Date: January 8, 2013  
Place: Santiago, Chile

On Behalf of  
The Undersecretariat for Fisheries and  
Aquaculture of The Ministry of Economy of  
The Republic of Chile

  
Date: January 8, 2013  
Place: Santiago, Chile

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## ANNEX A – Procedures for Implementation of the MOU

The National Park Service of the Department of the Interior of the United States of America, the National Ocean Service of the National Oceanic and Atmospheric Administration of the Department of Commerce of the United States of America, the Ministry of the Environment of the Republic of Chile, the National Forest Corporation of the Ministry of Agriculture of the Republic of Chile and the Undersecretariat for Fisheries and Aquaculture of the Ministry of Economy, Development and Tourism of the Republic of Chile concur with the administrative procedures for the implementation of the Agreement as set forth in this Annex.

Section 1 - The Coordinating Council, as described in Section 3.2 of the MOU, may meet to discuss new or ongoing projects and activities, and possible areas for future cooperation according to the work plan. The Coordinators intend to decide by consensus whether to approve new projects and activities and/or to continue ongoing projects and activities. The nature and extent of funding of each project or activity should be concurred upon by the Coordinators before its commencement. All changes in scope to existing joint projects and activities must be approved by all relevant Coordinators.

Section 2 - Documentation, in support of proposed projects and activities, may be requested by either Coordinator to assist in evaluation of each proposal. Upon request, the following types of information should be submitted:

- a. Description of the project or activity
- b. Objectives
- c. Methodology to be used in joint development
- d. Calendar of activities and date of conclusion
- e. Equipment and personnel required
- f. Itemized budgets and methods of financing
- g. Methodology for the evaluation of project results

Section 3 - New or existing projects or activities that, in the view of the Coordinators, require special or urgent attention, may be reviewed by the Coordinators at any time by mutual consent, and appropriate action may be taken.

Section 4 - Each Coordinator may elect to designate a leader for each approved project or activity under his/her jurisdiction. The leader would be responsible for supervising the development of the project or activity and reporting to the Coordinator, upon request, on its progress. The leader would also be responsible for developing a final report for the Coordinator including a listing/description of accomplishments, benefits accrued, and financial accounting of funds expended.

Section 5 - Initial areas of potential cooperation may include the exchange of legal and technical information regarding national protected areas, biodiversity and other specific topics as stated below:

- A. Participation by protected area professionals in technical visits to the countries of the Participants, with the objective of learning about their respective administrative and management systems for protected areas;

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- B. Management of sustainable tourism activities, concessions, and visitors impacts;
- C. Exchange of information and experiences in the conservation and management of cultural resources contained in the protected areas;
- D. Participation in conferences, symposia, workshops, and meetings on the conservation of biodiversity, protection of flora and fauna, and natural resources management;
- E. Participation in training courses on protected area conservation, planning, administration, research, outdoor recreation, environmental education and interpretation, and management;
- F. Technical consultations and courses regarding public safety, search and rescue, and risk management in national protected areas;
- G. Technical exchange and cooperation in the planning and design of sustainable protected areas infrastructure;
- H. Technical exchange and cooperation on methodologies to protect threatened or endangered species and ecosystems in national and protected areas; and
- I. Technical exchange and cooperation on methodologies for environmental impact analysis for proposed developments that could impact national parks and protected areas.

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## ANNEX B

### Contact information of Coordinators

All communications among the Participants of the MOU should be directed to the following persons, unless otherwise informed by each Coordinator:

#### NPS:

Name : Jonathan Putnam  
Division : Office of International Affairs  
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#### SUBPESCA:

Name : Gustavo San Martin  
Division : Marine Protected Area and Biodiversity Unit  
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Phone-Nr. : +56-32-2502774  
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