

Agreement for the Generation and Stewardship of Habitat through the Monarch Butterfly Habitat Exchange, South Central Region

This Stewardship Agreement (“**Agreement**”) for the Generation and Stewardship of Habitat through the Monarch Butterfly Habitat Exchange (“**MBHE**”), effective this *[day]* day of *[month]*, 20*[year]* (the “**Effective Date**”), is by and between *[Biodiversity Works]* (“**Administrator**”), and *[name]* (“**Participant**”). The Administrator and Participant are sometimes collectively referred to as the “**Parties**.” This Agreement refers to Project ID # *[YYYY-MM-##]*.

DEFINED TERMS

1. “Participating Property” is the legal boundary of one or more parcels of which at least a portion (the “Project Area”) is enrolled in the MBHE.
2. “Project Area” is the defined area or areas within the Participating Property which is enrolled in the MBHE and in which a restoration and/or enhancement project will take place, as defined in the Management Plan in Appendix B.
3. “Project” refers to restoration and/or enhancement activities and ongoing stewardship activities, as defined in the Management Plan in Appendix B.
4. “Technical Service Provider (TSP)” refers to a representative of the MBHE who is responsible for conducting Verification Assessments on Participating Properties using the HQT.

AGREEMENT

1. Length of Agreement. Unless terminated early, as described in Section 8 below, this Agreement shall be effective for five years from the Effective Date, until *[date]*.
 - a. Extension of Agreement. At the completion of this agreement and upon mutual written agreement of the Parties, the contract period may be extended into perpetuity through five (5) year extension periods. At the end of each extension period, Habitat Quality Outcomes will be assessed using the HQT. Further details on compensation for contract extensions can be found in Section 5 of this agreement.
2. Eligibility for Participation. The Participant represents that it has the power and authority to implement the Project on the Project Area and uphold all terms of this Agreement for the full duration of this Agreement. The Participant has obtained all consents necessary for its participation in the MBHE and its performance of the terms of this Agreement for the full duration of this Agreement, including without limitation the consents of any landowners and any persons with other rights with respect to the Property. The Participant has disclosed, to the best of their knowledge, the lease or ownership status of the Property, all land use and operations on the Property, and participation in any other programs occurring on the Participating Property described in the Eligibility Form attached to this Agreement in Appendix A. The Participant confirms that this information is accurate and up-to-date and will promptly notify the Administrator of any planned or pending changes to any information in the Eligibility Form.

3. Obligations for Habitat Provision. The Participant agrees to generate and steward, to the best of their ability, the Habitat Quality Outcomes defined in the Management Plan and summarized below:
 - a. Restoration Project Implementation. In the [*restoration time period*] of this contract, the Participant will implement the Project on the Participating Property as described in the attached Management Plan.
 - b. Habitat Quality Outcomes. At the end of this 5-year Agreement, upon Verification Assessment, as defined in Section 4 of this Agreement, the Project Area is expected to contain a range of [*# to # functional acres, x% above pre-project baseline*] of Monarch habitat.
 - c. Extended Habitat Quality Outcomes. In cases of contract extension, the Project Area is expected to maintain the same range of Habitat Quality Outcomes defined for this original contract, described in Section 3(b).

4. Indemnification. The Participant assumes the risk of any damage caused by its participation in the MBHE. The Participant will indemnify, defend and hold harmless the MBHE and its affiliates and its and their officers, directors, members, employees and agents from and against any and all claims, demands, causes of action, damages, judgements, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising or resulting, directly or indirectly, from any negligent action or failure to act on the part of the Participant or breach by the Participant of any of its obligations under this Agreement. This Section 4 will survive the termination or expiration of this Agreement or any part thereof.

5. Verification of Habitat Provision Obligations.
 - a. Verification of Project Implementation. Participants are responsible for Verifying project implementation by submitting receipts and photos to the Administrator that provide best possible evidence of compliance with the Management Plan after project implementation has been completed. The MBHE will use best professional judgment to determine compliance with the Management Plan. The MBHE retains the right to conduct a site visit if receipts and photos are not deemed sufficient evidence of project implementation. Failure to implement the Project as described in the Management Plan constitutes noncompliance with the terms of this agreement and will affect Compensation as defined in the Management Plan and Section 5 of this contract.
 - b. Verification of Habitat Quality Outcomes. Verification of habitat outcomes will involve site visits from Technical Service Providers (TSPs). TSPs will use the HQT to determine Habitat Quality Outcomes achieved and compare these to target levels and variability allowances defined in the Management Plan.
 - c. Grant of Project Area Access. The Participant grants the Administrator or the Administrator's representatives, including Technical Service Providers, access to the Project Area for verifying Habitat Quality Outcomes. The Administrator or the Administrator's representatives agree to contact the Participant at least two weeks in advance of the verification assessment. The Administrator and the Administrator's representatives visit the Project Area at his or her own risk.

Alternate Terms for Section 5(a):

5. Verification of Habitat Provision Obligations.
- a. Verification of Project Implementation. Verification of Project implementation will involve a visit by MBHE Verifiers at [date after project implementation]. The Participant is responsible for notifying the MBHE that the Project Area is available for verification. This notification and site visit should occur after Project Implementation has been completed. MBHE Verifiers will use their best professional judgment to determine compliance with the Management Plan. Failure to implement the Project as described in the Management Plan constitutes noncompliance with the terms of this agreement and will affect Compensation as defined in the Management Plan and Section 5 of this contract.
6. Compensation. Compensation will be administered from the MBHE to the Participant in two parts: a cost-share payment for habitat generation through a restoration project on the Project Area, and an outcomes-based payment for habitat quality outcomes, in terms of functional acres, achieved and maintained for years subsequent to the restoration project. Details of the compensation schedule can be found in the Management Plan and summarized below:
- a. Cost-share payment. The cost-share will be administered upon signing of this Stewardship Agreement. Primary payment will be [x%] of the cost estimate to conduct the restoration project, as determined in the Management Plan.
- b. Outcomes-based payment. The outcomes-based payment will be administered upon Verification that habitat quality outcomes are within the acceptable range defined in Section 3 of this Agreement. Secondary payment will be [\$x] per functional acre measured above pre-project functionality over the full Project Area.

Alternate Terms for Section 6(a):

6. Compensation.
- a. The cost-share will be administered after verification that the project has been implemented, according to the Verification process described in Section 4 of this Agreement. Primary payment will be [\$x] per acre restored in the restoration project.
- Potential additional incentive for contract extensions 6(c):**
- c. Extended secondary payment will be triggered by Verification that habitat quality outcomes are within the acceptable range defined in Section 3 of this Agreement at the end of the extension period. Secondary payment will be [\$x] per functional acre measured above pre-project functionality over the full Project Area.

7. Information Disclosure & Confidentiality. The MBHE has basic disclosure requirements in order to manage necessary information about participating Projects and to report on success of the MBHE. The Administrator will retain information provided in the Eligibility Form, Management Plan, HQT Assessments, and Featured Project Form for internal record-keeping as well as MBHE Programmatic Reporting on the MBHE Website. A list of this information is attached in Appendix C. The MBHE will not disclose information that in any manner reveals the Participating Property or the Participant unless explicitly agreed upon by signing of the optional Featured Project form.
- a. Basic Requirements. I, the Participant, agree to release rights to the MBHE of information listed in Appendix B for use in MBHE internal recordkeeping, the MBHE Website and performance reporting.

- b. Featured Projects (Optional). I, the Participant, agree to release additional information for use as a Featured Project according to the Agreement described in the Featured Projects form. Initials (optional): _____

Alternate Terms for Section 7:

7. Information Disclosure & Confidentiality. The MBHE has basic disclosure requirements in order to manage necessary information about participating Projects and to report on success of the MBHE. The Administrator and the Administrator’s representatives will retain information provided in the Eligibility Form, Management Plan, HQT Assessments, and Featured Project Form for internal record-keeping as well as aggregation for MBHE Programmatic Reporting. The MBHE will not disclose information in any manner reveals the individual Project, the Participating Property, or the Participant unless explicitly agreed upon by signing of the optional Featured Project form.
- a. Basic Requirements. I, the Participant, agree to release rights to the MBHE to information obtained in the Eligibility Form, Management Plan, HQT Assessments, and Featured Project form for use in MBHE internal recordkeeping and aggregated performance reports *only*.
- b. Featured Projects (Optional). I, the Participant, agree to release additional information for use as a Featured Project according to the Agreement described in the Featured Projects form.
Initials (optional): _____

8. Resolution of Disputes. Parties to this Agreement agree to use their best efforts to resolve any disagreement over the interpretation or application of any of the terms of this Agreement. In the event of an unresolved dispute, the Parties agree to consult with the MBHE Board of Directors to facilitate resolution of said dispute. The actions and decisions of the Board of Directors shall not be binding upon the Administrator or Participant.

9. Termination of the Contract.

- a. Termination by Administrator. The Administrator may terminate this Agreement if the purpose of this Agreement (meaning the intention to generate credits on the Project Area) is defeated in whole or in part for any reason. To terminate the Agreement, the Administrator must give notice of termination to the Participant 90 days prior to the effective date of the termination.
- b. Termination by Participant. Participant must give notice of termination to the Administrator 90 days prior to the effective date of the termination. The Participant then has 90 days to refund any cost-share provided by the MBHE in accordance with the following table:

Participant terminates within:	Percent of any cost-share provided by MBHE that must be refunded
One year of signing Agreement	90%
Two years of signing Agreement	60%
Three years of signing Agreement	30%
Four years of signing Agreement	10%

- c. Force Majeure. The failure of either party to perform any obligation otherwise due solely as a result of (a) governmental action, laws, orders, regulations, directions or requests, or (b) as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God or any causes of like kind beyond the reasonable control of such party (collectively referred to as "Force Majeure"), is excused for so long as such Force Majeure exists or until the parties agree to terminate this Agreement.
- i. The Participant agrees to notify the Administrator as soon as possible, and not later than 30 days following the occurrence of a Force Majeure event that may cause Project to not fulfill the requirements of the Management Plan or this Contract.

[Administrator]

[Authorized Signatory]

Date: _____

[Name of Participant(s)]

[Authorized Signatory]

Date: _____

APPENDIX A: ELIGIBILITY FORM (TBD)

APPENDIX B: MANAGEMENT PLAN (TBD)

APPENDIX C: BASIC REQUIREMENTS FOR PUBLIC INFORMATION SHARING

This appendix describes in further detail the basic requirements for public information sharing on the MBHE Website.

The MBHE requires for projects to be listed and described on the MBHE website to demonstrate the breadth of activity occurring within the MBHE, contributing evidence to effectiveness of the MBHE conservation model as well as improving fundraising capabilities. The list below specifies information required for participation in the MBHE:

- Project location (state, county, ecoregion and macro watershed)
- Project size (acres enrolled)
- Project duration (years)
- HQT Outputs (functional acres, monarch yield, etc.)
- Next Assessment Schedule (Season, Year)

APPENDIX D: FEATURED PROJECTS FORM

This agreement is an addendum to the *Agreement for the Generation and Stewardship of Habitat through Monarch Butterfly Habitat Exchange* ("**Stewardship Agreement**"); therefore, only Parties to a Stewardship Agreement are eligible to be Parties to this Waiver. All defined terms are defined in the Stewardship Agreement.

The MBHE selects a number of "Featured Projects" to have a descriptive profile prominently located on the MBHE website for use as an example of the MBHE conservation model as well as a fundraising tool. Participants that agree to have their case featured as a Featured Project will be prioritized for enrollment in the MBHE.

To be Eligible as a Featured Project, I, the Participant, recognize that I am required to disclose and authorize for public display certain information beyond the Basic Requirements for Public Information Sharing. As a Featured Project, I agree to work with the MBHE to produce the following additional information:

- Quotes and Testimonials
- Photos of the Project Area and Participants
- Details about the Restoration Project
- Land Use Function of the Participating Property

I, the Participant, hereby grant the Administrator authority to access, retain and share the information listed above to the extent described in this Waiver and solely for the purposes of the Featured Projects campaign. The Authority granted in this Waiver will expire in the case of termination or expiration of the Stewardship Agreement or any part thereof.

Participant's Signature: _____ Date: _____