

LOUISIANA TREESILIENCE Program  
COOPERATIVE AGREEMENT FOR ASSISTANCE

Between  
The Nature Conservancy  
And

**PUBLIC LANDOWNER**

This Cooperative Agreement for Assistance (“**Agreement**”) is entered into on \_\_\_\_\_, 202\_, by and between \_\_\_\_\_, a \_\_\_\_\_ [fill in description of Landowner - municipality/parish, public school, state entity, university, etc.] with an address of \_\_\_\_\_ (the “**Landowner**”), and The Nature Conservancy, a non-profit corporation of the District of Columbia, with its principal business address at 4245 North Fairfax Drive, Arlington, Virginia 22203, and a local address at the Louisiana Chapter Office, 205 North 4<sup>th</sup> St., Suite 300, Baton Rouge, Louisiana 70802 (the “**Conservancy**”).

**RECITALS**

**WHEREAS**, Conservancy is a tax-exempt organization, qualified as a public charity under Section 501(c)(3) of the United States Internal Revenue Code;

**WHEREAS**, the mission of Conservancy is to conserve the lands and waters upon which all life depends;

**WHEREAS**, Conservancy has created the Louisiana Treesilience Program (“**Treesilience**”) with funding to be provided by the United States Department of Agriculture, United States Forest Service (“**USFS**”) Award of Domestic Grant 23-G-11083150-009 entitled Louisiana Implementation of 2020 and 2020 [sic] Natural Disaster and Recovery Supplement (“**Prime Award**”) to address the severe impacts from the 2020 and 2021 hurricanes to urban tree canopies in selected communities in south Louisiana while also engaging diverse communities and stakeholders in the effort.

**WHEREAS**, through Treesilience, administered by Conservancy in coordination with USFS and the Louisiana Department of Agriculture and Forestry (“**LDAF**”), urban and community forest restoration projects will be implemented by engaging with public landowners to address impacts from the 2020 and 2021 hurricanes by removing or maintaining trees, replanting trees, conducting inventories, developing urban forestry plans and/or conducting other restoration activities (collectively, the “**Treesilience Activities**”) on public lands through Cooperative Agreements for Assistance with owners of public lands (the “**Project Purpose**”).

**WHEREAS**, Landowner’s mission includes \_\_\_\_\_.

**WHEREAS**, Conservancy and Landowner desire to collaborate on Treesilience Activities of certain urban property located in \_\_\_\_\_ Parish, owned by Landowner, which property is more particularly described in the map set forth in Exhibit “A” attached hereto and incorporated herein by reference (the “**Property**”).

**WHEREAS**, Conservancy and Landowner desire to utilize a portion of the funds under the Prime Award for the Project Purpose by allowing Conservancy to implement Treesilience Activities on the Property, as more fully described in Exhibit “B” attached hereto (the “**Project Plan**”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the parties agree to these Recitals and as follows:

1. **Permission to Enter Property.** Landowner hereby grants a license to Conservancy, its contractors, agents, employees, and volunteers (“**Protected Parties**”) to enter the Property for the purpose of implementing the Project Plan and inspecting and monitoring the Property for the term of this Agreement and during the Maintenance Period.
2. **Project Plan Implementation.** Landowner shall be responsible for obtaining all permits required to implement the Project Plan. Subject to receipt of all required permits and the availability of funds under the Prime Award, the Project Plan shall be implemented by Conservancy on the Property by qualified contractors retained by Conservancy. The work to complete the Project Plan shall be completed on or before the expiration of this Agreement.
3. **Project Costs.** The cost to implement the Project Plan is estimated to be \$\_\_\_\_\_. Subject to availability of funds under the Prime Award, the cost to implement the Project Plan shall be paid by Conservancy under the terms of the Prime Award, but in no event shall the Conservancy’s financial responsibilities under this Agreement exceed \$\_\_\_\_\_. Conservancy shall be responsible for the selection of all required contractors to carry out the Project Plan. Except as otherwise agreed in writing by the Conservancy and Landowner, all contracts to implement the Project Plan shall be in substantially the form attached hereto as Exhibit “C” and incorporated herein by reference. Copies of all contracts related to the Project Plan implementation and monitoring shall be provided to Landowner prior to commencement of work. This Agreement does not provide for the payment of any funds to the Landowner.
4. **Maintenance of Project Plan.** In the event that the Treesilience Activities conducted on the Property include tree planting or tree replacement of removed trees, Landowner shall be responsible for the maintenance of all trees added in accordance with a maintenance plan, approved by the Conservancy, for all newly planted trees (the “**Maintenance Plan**”). The Maintenance Plan which shall include required activities for the first year after establishment and a long-term plan to maintain any trees added through the Treesilience Activities. Landowner shall provide Conservancy with its proposed Maintenance Plan within 60 days after execution of this Agreement. Landowner agrees to implement the approved Maintenance Plan on the Property for the purpose of maintaining the Treesilience Activities without interference for as long as practical, but for a minimum of 5 years (the “**Maintenance Period**”). In no event shall Landowner intentionally remove or damage any trees provided through Treesilience Activities during the term of this Agreement, provided however, trees may be removed in the case of extenuating circumstances such as mortality or hazards, with the prior written approval of Conservancy. In the event that Landowner removes any trees during the term of this Agreement without Conservancy’s prior written approval, Landowner hereby agrees to reimburse Conservancy for the cost to implement and monitor the Project Plan in an amount not to exceed \$\_\_\_\_\_. The obligations set forth herein shall extend beyond the term of this Agreement as specifically provided herein.
5. **Disclosures & Inspections.** Landowner acknowledges that the funding for the activities on the Property is provided in whole or in part by the Prime Award and Landowner hereby consents to the disclosure of information relating to the Project Plan implementation and the Property to USFS

and LDAF. Landowner further consents to provide reasonable access to the Property by Conservancy, USFS, and LDAF, and their respective employees and representatives for the term of this Agreement in order to monitor the implementation and maintenance of the Project Plan. Landowner further acknowledges and agrees that this Agreement and the results of any studies or investigations accomplished under this Agreement may be published by Conservancy.

6. **Term of Agreement, Modification and Termination.** This Agreement shall begin on the date signed by both parties and shall remain in effect until May 17, 2026. This Agreement may be modified at any time by the mutual written consent of Landowner and Conservancy. In the event that funds under the Prime Award are not available to implement the Project Plan within the time period set forth herein, Conservancy may cancel this Agreement by providing written notice to Landowner, and the parties shall have no further obligations hereunder., In the event that Landowner defaults under this Agreement by failing to perform any material duty, obligation, or covenant under this Agreement within Landowner’s control, Conservancy may provide notice of such default by providing written notice to Landowner detailing the default. Landowner shall have fifteen (15) days following receipt of such notice to cure the default. If the default is not cured within such time, Conservancy may terminate this Agreement by giving Landowner written notice of termination, and Landowner shall be responsible for any damages suffered by Conservancy as a result of such default.
  
7. **Contacts.** The primary contact at Conservancy will be Amanda Takacs, LA Community Forest Conservation Coordinator, PO Box 4125, Baton Rouge, LA, 70821, (330) 421-0013, Amanda.takacs@tnc.org. The primary contact for the Landowner will be \_\_\_\_\_, \_\_\_\_\_, ( ) \_\_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_@\_\_\_\_\_.
  
8. **Liability.** Landowner agrees not to make any claim or institute any suit or action against the Protected Parties, or USFS, and shall indemnify the Protected Parties and USFS and hold them harmless against any loss or damage that may arise out of, or be in any way caused by, the work to be performed hereunder, except to the extent that any loss or damage is caused solely by the gross negligence of Conservancy. Conservancy assumes no authority over the Property for purposes of controlling trespass, for controlling noxious weeds (beyond what may be described in the Project Plan), for identifying or removing pre-existing hazards including waste materials, for granting rights-of-way, or for any other incidents of ownership. In consideration for Conservancy’s willingness to complete the Project Plan, Landowner agrees to indemnify, defend and hold harmless the Protected Parties and USFS, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses, including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project Plan; provided however, Landowner shall not be responsible for indemnifying the Protected Parties for loss or damage caused solely by the gross negligence of Conservancy. The terms of this provision will survive termination of this Agreement.
  
9. **Independent Parties.** The parties do not intend that anything in this Agreement or in its performance is to be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer, or franchise relationship between the Parties. Neither party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

10. **Warranties and Representations.** Except as provided herein, Conservancy makes no warranties of any kind, either express or implied with respect to any activity undertaken under this Agreement. Conservancy assumes no authority over the Property for purposes of controlling trespass, for controlling noxious weeds (beyond what may be described in the Project Plan), for identifying or removing pre-existing hazards including waste materials, for granting rights-of-way, or for any other incidents of ownership. In consideration for Conservancy's willingness to complete the Project Plan, Landowner agrees to indemnify, defend and hold harmless the Protected Parties and USFS against any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses, including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project Plan. The terms of this provision will survive termination of this Agreement.
11. **Ownership of Property.** Landowner guarantees that it is the sole owner of the Property and warrants that there are no outstanding rights that could interfere with this Agreement. If during the term of this Agreement or during the Maintenance Period, whichever is later, Landowner intends to transfer any of the Property, Landowner shall provide written notice to Conservancy of such intended transfer at least twenty (20) days prior to completion of the transfer. Additionally, Landowner shall, prior to such transfer, inform the new landowner in writing of the terms contained in this Agreement and will obtain a written agreement from the new landowner assuming all of the obligations and liabilities of the Landowner under this Agreement.
12. **Certification for Conflict of Interest Determination.** [Include only where Landowner is not a government entity or public university] Landowner certifies that the information they have provided on the "Conflict of Interest Inquiry Form" attached hereto as Exhibit "D" is true and correct to the best of Landowner's knowledge. In the event that any material misrepresentation in the Conflict of Interest Inquiry Form is discovered during the term of this Agreement, Conservancy may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, Conservancy may, at its option, recover damages resulting from the termination.
13. **U.S. Government Laws and Regulations.** This Agreement shall be subject to the U.S. Government Laws and Regulations attached as Exhibit "E" and incorporated herein by reference.
14. **Acknowledgements and Name/Logo.** Landowner may not use Conservancy's or the USFS name or logo for any reason without prior written permission from Conservancy; provided, however, Landowner shall acknowledge Conservancy's support of the Project Plan in all relevant media announcements, programs, and publications upon obtaining Conservancy's prior written consent to all proposed acknowledgments.
15. **Compliance with Laws.** Landowner agrees to comply with all applicable laws including, but not limited to, human rights laws, anti-discrimination laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, counterterrorism laws, and economic sanctions laws. Landowner confirms it is not presently debarred, suspended, or declared ineligible for awards from any government agency.
16. **Code of Conduct and Helpline.** Conservancy expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its Code of Conduct found at

www.nature.org/codeofconduct. Anyone (whether an employee of Conservancy or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnc Helpline](http://www.nature.org/tnc Helpline).

17. **Miscellaneous.** The Landowner may not, without Conservancy’s prior written consent, assign or transfer this Agreement. This Agreement shall be interpreted, governed, and enforced under the laws of Louisiana. This Agreement shall become binding when signed by the parties. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the parties relating to the work described herein. No amendment shall be effective unless in writing signed by both parties.

**IN WITNESS WHEREOF**, Landowner and Conservancy have hereunto caused this Agreement to be executed by its duly authorized officers.

**The Nature Conservancy**

**[Landowner]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A: Property Map

Exhibit B: Project Plan

Exhibit C: Form of Contract

Exhibit D: Conflict of Interest Inquiry Form\*

Exhibit E: U.S. Government Laws and Regulations

\*not required for government entities or public universities

**Exhibit "A"**  
**Property Map**

## **Exhibit “B”**

### **Project Plan**

## Exhibit “C”

### Form of Contract



<b>Contract Number:</b>	
<b>TNC Accounting Information</b>	
<b>Project Name:</b>	
<b>Project-Award-Activity #:</b>	
<b>Source of funds:</b>	<input checked="" type="checkbox"/> Public Funds <input type="checkbox"/> Private funds <input type="checkbox"/> Private funds with donor restrictions <input type="checkbox"/> Private funds as match for public funds

#### CONTRACT FOR SERVICES

This Contract for Services (the “**Contract**”) is entered into by and between **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”), through the following U.S. office:

TNC Business Unit Name:	Louisiana
TNC Business Unit Office Address:	205 North 4 <sup>th</sup> St., Suite 300, Baton Rouge, Louisiana 70802
TNC Contact Name and Title:	Amanda Takacs, Community Forest Conservation Coordinator
TNC Contact Email Address:	amanda.takacs@TNC.ORG

and the following person or entity (“**Contractor**”):

Name of Contractor: (Include DBA, if any)	
Address:	
Telephone:	
Email Address:	
Name of Representative (if applicable):	
Type of Entity (if applicable):	
State of Incorporation (if applicable):	

1. **Services.** TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract.
2. **Payment.** TNC will compensate Contractor for the Services by paying a “Contract Fee” as follows:
  - a. **Contract Fee Amount** (inclusive of all taxes; exclusive of reimbursable expenses): US \$ [\$\$\$\$\$]
  - b. **Contract Fee.** For all of the Services, TNC will pay Contractor a fee of \$[INSERT DOLLAR AMOUNT] ([INSERT WRITTEN AMOUNT]) (the “Contract Fee”), which is inclusive of all taxes, once all of the Services have been fully performed, delivered, and accepted by TNC.
  - c. **Reimbursable Expenses:** Contractor agrees to furnish (or reimburse TNC for) all tools, supplies, and materials to accomplish this Contract, and shall incur all expenses associated with performance, except as expressly provided herein. TNC may reimburse the Contractor for specific eligible expenses as follows:
    - None. TNC will not reimburse the Contractor for any expenses.



TNC will reimburse the Contractor for the following eligible expenses up to a maximum amount of US \$ [\$\$\$\$ Insert maximum amount here] (inclusive of all taxes): [Insert description of what expenses are eligible for reimbursement or write N/A. For example - Contractor's out-of-pocket costs in performing the Services, such as economy travel (with automobile mileage at current U.S. Federal rate), accommodations, and workshop materials. TNC shall not reimburse ordinary business expenses such as laptops, paper, ink, cell phone, internet, advertising, insurance, or overhead costs]

- d. **Invoices and Payments.** Unless additional acceptance criteria are defined in Exhibit A, TNC shall provide approval of Services and deliverables within 30 days of receipt. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments either (i) by check, subject to TNC's receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, subject to Contractor's completion of TNC's Vendor ACH Enrollment Form. Expenses authorized for reimbursement by TNC must be: (i) substantiated by adequate documentation (such as receipts), unless waived in writing by TNC; (ii) reasonable in amount; (iii) related to and in furtherance of the Contract purposes; and (iv) submitted with Contractor's invoices for payment. In the event of early termination of the Contract and upon receipt of any termination notice, with or without cause, Contractor shall not incur any further expenses, without express written consent by TNC. TNC shall not pay any expenses to third parties on behalf of the Contractor.
3. **Term.** This Contract will become effective upon the last signature date below and will expire automatically once all the Services have been completed and final payment by TNC has been made (the "Contract Term"). Contractor must comply with all deadlines in Exhibit A and finalize all Services on or before **[INSERT ANTICIPATED END DATE OF SERVICES]**. Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email. Time is of the essence in the performance of this Contract.
4. **Termination.**
- a. **For Convenience.** TNC may terminate this Contract for convenience at any time upon two weeks' written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.
- b. **For Default.** TNC may immediately terminate this Contract for default by written notice to Contractor if Contractor fails to provide satisfactory Services or deliverables, if the Services or deliverables cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies, or if Contractor fails to perform any material duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, reduce the fees owed to reasonably account for unsatisfactory completion of the work, or recover damages from Contractor resulting from Contractor's default and offset any amounts payable to Contractor against such damages.
- c. **Refund of Advanced Payments.** Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments within fourteen (14) days.
5. **Conflict of Interest Determination.** Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict of Interest Inquiry Form (attached as Exhibit B) is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are not required to submit a Conflict Inquiry Form.
6. **Independent Contractor Status; No Benefits.**
- [Section 6, Option 1 – Select this option for entities:]** The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party

will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party.

**[Section 6, Option 2 – Select this option for individuals.** If you are hiring an individual, you must comply with the [Employee Independent Contractor Designations SOP](#) and complete the appropriate Independent Contractor Status Questionnaire, available [here](#). If the questionnaire indicates it is not permissible to hire the proposed individual as an independent contractor, follow the instructions in the questionnaire to pursue alternatives or request HR Legal review.

- a. **Independent Contractor.** The parties expressly intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor’s duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party. Contractor warrants and represents that Contractor (i) shall timely file and pay all self-employment taxes and other amounts due with respect to payments received hereunder; (ii) may perform work for other clients during this engagement; and (iii) is customarily engaged in an independently-established trade, occupation, profession, or business.
  - b. **No Benefits.** Contractor acknowledges and agrees, and it is the intent of the parties that neither Contractor nor any employees or subcontractors of Contractor be eligible for or receive any TNC-sponsored benefits as either a contractor or employee. Such non-eligible benefits include, but are not limited to, paid vacation, sick leave, holiday leave, notice prior to dismissal, severance, garden leave, overtime pay, medical insurance, and 401(k) participation. If Contractor is reclassified by a state or federal agency, local authority, or court as an employee, Contractor will become a reclassified employee and will receive no benefits except those mandated by U.S. state or federal law, even if by the terms of TNC’s benefit plans in effect at the time of such reclassification Contractor would otherwise be eligible for such benefits on a retroactive or prospective basis.
  - c. **Disclosure.** TNC will not provide unemployment compensation coverage for Contractor. Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. *(End Section 6 Option 2)*
7. **Taxes.** Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of Contractor’s employees any U.S. Federal, state, or local income tax, payroll tax, or any excise, sales, or use tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by Applicable Laws.
  8. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor’s profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor’s direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
  9. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor’s own risk. Contractor, on behalf of Contractor and Contractor’s employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and **[Name of Landowner]** and their respective directors, officers, employees, agents, and assigns (collectively, the “Indemnified Parties”) from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys’ fees and costs, (collectively, “Claims”) that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, (including but not limited to reclassification as an employee as describe above) whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
  10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers’ compensation insurance coverage as required by Applicable Laws; (b) commercial general liability insurance (including contractual liability if the Contract Fee is \$100,000 or more or if requested by TNC) of at least \$1,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence; (d) professional liability insurance in the amount of at least \$1,000,000 if Contractor is providing professional services (such

as consulting, engineering, design, appraisal, or surveying services); and (e) umbrella coverage of at least \$4,000,000 if the Contract Fee is \$100,000 or more, or if requested by TNC. Contractor's insurance policies must be primary to TNC's insurance policies. Before any of the Services commence, the foregoing requirements must be evidenced by one or more Certificates of Insurance, showing TNC and [Name of Landowner] as an additional named insured and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.

11. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), TNC will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of the United States. To the extent that any of the Works are not works made for hire, Contractor unconditionally assigns to TNC and TNC's successors and assigns all right, title, and interest, including copyright, and other intellectual property rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for TNC to enjoy all rights associated with ownership of the Works. Upon request of TNC, Contractor will deliver to TNC all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish TNC's ownership of the Works. Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.
12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.
13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data (including donor data), marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not publish or divulge any Confidential Information without TNC's prior consent and agrees to use Confidential Information solely in furtherance of the Services. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.
14. **Compliance with Laws and other Safeguards.** Contractor represents, warrants, and agrees that Contractor:
  - a. can lawfully work in the United States and/or the countries where the Services will be performed;
  - b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions for completion of the project;

- c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately held entity in which a Government Official<sup>1</sup> has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
- d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;
- e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;
- f. will not employ any person who is less than 18 years old, unless permissible by applicable laws in the jurisdiction where the Contractor is performing the Services. Under no circumstances shall the Contractor employ any person who is less than 16 years old, *even if* permissible by the applicable laws;
- g. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein;
- h. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:
  - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
  - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
  - iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
  - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
- i. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;

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<sup>1</sup> For purposes of this Contract, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

- j. will not discriminate against any individual or group based on race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status. If any U.S. government funds are transferred under this Contract, Contractor is also subject to Title VI of the Civil Rights Act of 1964 and related statutes, which prohibit discrimination based on race, color, national origin, age, or disability in federally funded programs;
- k. if the Services involve new construction or alterations of existing structures or facilities, Contractor will ensure that the Services comply with the Americans with Disabilities Act (ADA), including the latest ADA Standards for Accessible Design and any other applicable accessibility requirements arising under federal, state, or local law;
- l. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, "Applicable Laws");
- m. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and
- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Contractor is at fault or not, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

15. **Governing Law; Forum.** This Contract and claims relating to this Contract will be interpreted, construed, and governed by the laws of the state in which the TNC Business Unit set forth on the first page this Contract is located (excluding such state's choice of law principles, if any). In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state in which the TNC Business Unit set forth on the first page of this Contract is located.

16. **Miscellaneous Terms and Conditions.**

- a. **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be sent and deemed delivered as follows: (i) in person – delivered immediately; (ii) by mail, postage prepaid, certified (return receipt requested) – delivered three business days after sending; (iii) by a nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery – delivered the next business day; or (iv) email – delivered the next business day.
- b. **Assignment; Subcontracting.** Contractor may not assign this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be granted via email or by the inclusion of the subcontract description in Exhibit A. TNC's consent may be granted or withheld in TNC's sole discretion. In the event a subcontract is approved, Contractor agrees and warrants that: (i) each individual shall be properly classified as either employee or subcontractor, (ii) it will ensure work is satisfactorily performed by said individuals, and (iii) it is fully responsible and liable for the satisfactory performance of all work performed hereunder. Contractor shall remain fully liable for all work by any subcontractors as if such services were performed by Contractor alone.
- c. **Code of Conduct; Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tncelpline](http://www.nature.org/tncelpline).
- d. **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services, will be effective unless in a writing signed by both parties. In the event of a conflict, priority will be given to documents in the following order: (i) provisions in the main body of this Contract; (ii) provisions of any exhibit pursuant to Section 17 below, if applicable; (iii) Description of Services set forth in Exhibit A; and (iv) any additional exhibits or attachments to this Contract.

- e. **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.
  - f. **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
  - g. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.
  - h. **Consent to electronic signatures.** Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under Applicable Laws, will be fully binding for all purposes.
  - i. **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.
  - j. **Force Majeure.** This Contract may be immediately terminated by either party by providing written notice to the other party, and TNC shall pay Contractor for all Services that have been satisfactorily performed as of the date of termination, if acts of God, war, terrorism, widespread pandemics, or other similar circumstances make performance of the Contract illegal, commercially impractical, unsafe, or inadvisable.
  - k. **Survival.** The "Liability; Indemnification," "Confidential Information," and "Intellectual Property" Sections of this Contract will survive the expiration or earlier termination of the Contract.
17. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the following Exhibit C (and subsequent exhibits, in the event more than one option is selected):

- Additional Service Terms and Conditions Exhibit
- Data Protection Agreement [\[Link\]](#)
- U.S. Government Laws and Regulations Exhibit [\[Link\]](#)
- State/Local Government Terms and Conditions Exhibit
- Private Funder Terms and Conditions [\[Link\]](#)
- Other: \_\_\_\_\_
- None

In consideration of the above, TNC and Contractor execute this Contract effective as of the later date of signature below.

**The Nature Conservancy**

**[Contractor's Name]**

By: (signature) \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title (if applicable): \_\_\_\_\_  
 Date: \_\_\_\_\_

**Exhibits:**

- Exhibit A: Description of Services
- Exhibit B: Conflict Inquiry Form
- Exhibit C: U.S. Government Laws and Regulations

**EXHIBIT A**  
**Description of Services**

**1) Objective**

This contract is in association with Treesilience, a federally-funded program to remove or maintain trees, replant trees, conduct inventories, develop urban forestry plans and/or conduct other restoration activities by engaging with public landowners to address impacts from the 2020 and 2021 hurricanes.

The Contractor will:

**2) Services**

**3) Products and Deliverables**

**4) Due Dates**

**EXHIBIT B**  
**Conflict Inquiry Form**



**EXHIBIT C**  
**U.S. Government Laws and Regulations Attachment**

**U.S. GOVERNMENT LAWS AND REGULATIONS.** Contractor understands that this Contract will be funded by U.S. Government funding and that Contractor shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

**A. RECORD RETENTION.** Financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained by Contractor for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**B. ACCESS TO RECORDS.** TNC, the U.S. Federal entity providing the funding from which this Contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

**C. DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**D. CONTRACTOR LIABILITY.** Contractor assumes sole responsibility for reimbursement to the Conservancy or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should TNC, the U.S. Federal entity providing funding, or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to Contractor were not made in compliance with the provisions of this Contract.

**E. TRAFFICKING IN PERSONS.**

- (a) Contractor (including its officers, directors, employees and agents) must not -
  - (i) Engage in severe forms of trafficking in persons during the Contract Term;
  - (ii) Procure a commercial sex act during the Contract Term; or
  - (iii) Use forced labor in the performance of the Contract or in any subcontracts.
- (b) TNC may unilaterally terminate this Contract, without penalty, if Contractor is determined by TNC to have violated this provision through:
  - (i) Conduct that is either associated with performance under this Contract;
  - (ii) Conduct imputed to Contractor or his subcontractor.
- (c) Other Requirements:
  - (i) Contractor shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.

(ii) Contractor shall include the requirements of this provision in any subcontract made under this Contract.

(d) Definitions. For purposes of this provision:

(i) "Employee" means either:

A. An individual employed by Contractor or a subcontractor who is engaged in the performance of the project or program under this Contract; or

B. Another person engaged in the performance of the project or program under this Contract and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

**F. CONSTRUCTION, REPAIR and FACILITIES IMPROVEMENTS.** If the activities funded by this contract involve construction, repair or facilities improvements, the following provisions may apply:

1. Davis-Bacon Act. If the value of this contract exceeds \$2,000, and if required by the U.S. Federal funding agency, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 - 3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
2. Federal Contractor Minimum Wage Requirement. If this contract is subject to the Davis-Bacon Act, the Service Contract Act, or is otherwise in connection with Federal property, land, or services to federal employees, Executive Order 13658 applies and all hourly/nonexempt employees directly working on this contract or performing support services must be paid the Federal Contractor Minimum Wage rate as established by the Department of Labor each year. This minimum wage requirement is subject to change, and Contractor must ensure that staff and any subcontractors are paid the minimum wage that is in effect.
3. Copeland Anti-Kickback Act. In any construction or repair contract, Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4. For construction or facility improvement contracts exceeding \$150,000 Contractor shall follow its own bid guarantee, performance bond, and payment bond requirements. For those contracts exceeding \$150,000, in situations where the Conservancy does not examine Contractor's bid guarantee and bonding requirements and has not notified Contractor that the U.S. Federal Government's interest is adequately protected, Contractor shall comply with 2 CFR 200.325.
5. Equal Opportunity. If this Contract meets the definition of a "federally assisted construction contract" as described in 41 CFR Part 60-1.3, Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**G. BYRD RULE ANTI-LOBBYING AMENDMENT.** If the value of this agreement exceeds \$100,000, Contractor shall certify, to the best of Contractor's knowledge and belief, that:

1. No U.S. Federal appropriated funds have been paid or will be paid, by Contractor or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts under this Contract and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the value of this agreement exceeds \$100,000 and the activities require the employment of mechanics or laborers, Contractor shall comply the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

**I. CLEAN AIR ACT.** If the value of this agreement exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**J. INVENTIONS.** If the work to be done under this contract involves the performance of experimental, developmental, or research work, Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*[End of U.S. Government Laws and Regulations Attachment]*

**Exhibit “D”**

**Conflict of Interest Inquiry Form**

## Exhibit “E”

### U.S. Government Laws and Regulations

**U.S. GOVERNMENT LAWS AND REGULATIONS.** Landowner understands that this Agreement will be funded by U.S. Government funding and that Landowner shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

**A. RECORD RETENTION.** Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by Landowner for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**B. ACCESS TO RECORDS.** Conservancy, the U.S. Federal entity providing the funding from which this Agreement will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of Landowner that are pertinent to the Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period but shall last as long as records are retained.

**C. DEBARMENT AND SUSPENSION.** No agreement shall be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**D. LANDOWNER LIABILITY.** Landowner assumes sole responsibility for reimbursement to Conservancy or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should Conservancy, the U.S. Federal entity providing funding, or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to Landowner were not made in compliance with the provisions of this Agreement.

**E. TRAFFICKING IN PERSONS.**

- (a) Landowner (including its officers, directors, employees, and agents must not -
  - (i) Engage in severe forms of trafficking in persons during the Agreement Term;
  - (ii) Procure a commercial sex act during the Agreement Term; or
  - (iii) Use forced labor in the performance of the Agreement or in any subcontracts.
- (b) Conservancy may unilaterally terminate this Agreement, without penalty, if Landowner is determined by Conservancy to have violated this provision through:
  - (i) Conduct that is either associated with performance under this Agreement;
  - (ii) Conduct imputed to Landowner.
- (c) Other Requirements:

(i) Landowner shall inform Conservancy immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.

(ii) Landowner shall include the requirements of this provision in any subcontract made under this Agreement.

(d) Definitions. For purposes of this provision:

(i) "Employee" means either:

A. An individual employed by Landowner or a subcontractor who is engaged in the performance of the project or program under this Agreement; or

B. Another person engaged in the performance of the project or program under this Agreement and not compensated by Landowner, including, but not limited to, a volunteer or individual whose services are contributed by a third party.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

*[End of U.S. Government Laws and Regulations Attachment]*