

PLACE-BASED PARTNERSHIP MANUAL



THE NATURE CONSERVANCY, CALIFORNIA CHAPTER

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HOW TO USE THIS MANUAL

This manual is a reference guide for conservation practitioners. It contains tools developed and tested by Nature Conservancy staff around the world to assess, implement, and strengthen partnerships.

The Nature Conservancy's work with partners is as varied as it is ubiquitous. Just as there is no single "right" way to begin working in a conservation partnership, there is no one recommended way to use the material assembled in this manual. This brief "how to" section attempts to anticipate some of the questions that our staff and partners are likely to have about working with partners and to show how you can use this manual to learn the answers and find out more.

The body of the manual begins with the "Partnership Approach" — a conceptual framework for working with partners. The next section, "Implementing Place-Based Partnerships," is a reference tool for practitioners. It features specific tools, real-world case studies, examples tried, and lessons learned.

We hope that this manual will be useful for developing future conservation partnerships around the world.

If you are interested in learning all about partnerships, from theory to practice ...

... then you will find that this manual provides a comprehensive overview, and you will likely benefit from reading every section as well as the appendices.

If you are working with a donor who asks about our range of work with partners ...

... then you will likely find the section entitled "Partnership Approach: The Theory" most helpful, since it provides an overview of The Nature Conservancy's work with partners around the world and describes our approach to working with everyone from local indigenous communities to the World Bank.

If you are a field practitioner curious about how to begin a new conservation partnership ...

... then you may want to start with "Implementing Place-Based Partnerships," which provides a practical guide to moving from your conservation plan's strategies through the scoping, identification, and engagement of appropriate partners and on to making the partnerships realities.

If you are a field practitioner and need to transfer a property to a partner ...

... then you should refer to the steps in "Implementing Place-Based Partnerships." These steps should also apply to launching a new strategy with a partner and to transferring the responsibility for an existing strategy (like ownership and stewardship of real estate) to a partner.

If you are experienced in working with partnerships and want to round out your skill set ...

... then you will probably find the appendices most useful — both the case studies, for lessons learned by your peers around the state, and for the additional resources of which you may not be aware.

INTRODUCTION

The Nature Conservancy’s “Partnership Approach” — the subject of the next section of this manual — was designed to assist staff in developing partnerships like the many that already exist and that greatly amplify the impact of our conservation work around the world.

The “Partnership Approach” is a systematic framework¹ incorporating the best practices learned from experience working with partners around the world in places as diverse as Latin America, Asia, the Caribbean, the Pacific, the United States, and more recently, Africa and Europe.

It can be applied to partnerships with any entity: government agencies (local, state, national), nonprofit organizations, multilateral agencies, development banks, private corporations, village councils, academic institutions, community groups, religious entities, research organizations, or any other type of organization. It can be utilized at all levels of operations, including state and regional programs and external affairs, science, and cross-cutting teams. And it can be applied to any geography in the world. The Nature Conservancy is already using the “Partnership Approach” with partners in Africa, Asia, Europe, Latin America, the Pacific, the Caribbean, and the United States to

- **Achieve Benefits.** The “Partnership Approach” ensures that the Conservancy’s partners understand the basic principles of successful partnering: collaboration, trust, transparency, clarity, specificity, and focus. It directs efforts to the most productive partners and steers resources away from unproductive, costly partnerships. For the Conservancy as a whole, it places staff who work in different functional and geographic areas of the organization on the same page with regard to standards, legal forms, terminology, and other matters.
- **Reduce Risk.** Underperforming partnerships increase risk. Many of our staff have been involved in partnerships that have produced few tangible conservation outcomes, required major investments of resources to keep the partnership on track, and/or produced unforeseen negative consequences. The “Partnership Approach” is designed to help Conservancy managers and practitioners identify risks and potential problems and use that information to make decisions about whether to start a partnership, address a problem to help the partnership work better, or terminate the partnership.
- **Increase Leverage.** Our organization’s ambitious goals require working with others to leverage the significant assets and resources that the Conservancy and our partners together can mobilize for conservation. The Conservancy’s 2015 Goal has substantially raised the bar for the speed, effectiveness, and quantity of conservation outcomes that must be achieved in the very near future. This imperative makes working with partners and expanding the resources available for our mission of paramount importance.

A California Chapter map (Appendix 5, [California’s Last Great Places — Levels of Engagement](#)) highlights 24 sites where our conservation objectives may best be achieved by working with local place-based partners. The Conservancy’s objectives at these places include transferring important conservation work to place-based partners and working with policy partners to make applicable policies more conservation-friendly and to ensure that lessons from our place-based work are exported for additional conservation impact elsewhere.

¹ Such a framework is often referred to by other organizations as a “relationship management model” or “alliance management model.”

PARTNERSHIP APPROACH: THE THEORY

DEFINITION OF A PARTNER

A partner is an organization or group with which The Nature Conservancy collaborates at the local, regional, national, or global levels to achieve the shared goals of a common conservation agenda.

The Nature Conservancy forms partnerships with many types of organizations — including governmental agencies, nongovernmental organizations, universities, corporations, community groups, indigenous groups, research institutions, and others.

Our partnerships are formed to create value for both partners and involve the transfer or sharing of financial, technical, and other resources. The most frequent uses of our partnerships are to

- Manage resources (for example, applying fire, reducing illegal extraction, improving or limiting access).
- Protect resources through policy changes (declaring protected areas, reducing greenhouse gases, zoning marine systems).
- Exchange or generate scientific information.
- Raise public or private funding.
- Achieve learning (capacity-building) objectives of one or both partners.

While each partnership requires a unique mixture of conservation strategies and investments of resources, the common elements underlying most successful partnerships include

- **Trust.** High degrees of trust and confidence between the partners.
- **Transparency** about intentions, needs, abilities and resources.
- **Communication.** Clear, consistent communication.
- **Flexibility** so that the partnership can adapt to changing circumstances or new information.
- **Focus** on discrete, definable objectives or outcomes.
- **Conclusion.** Change or formal end to the partnership when outcomes are achieved or are no longer relevant.

The common elements underlying most *unsuccessful* partnerships include

- Differing expectations.
- Poorly defined roles and responsibilities.
- Failures of communication.
- Inflexible responses to new information or changes in initial assumptions.
- Unproductive relationships.
- Limited partner capacity.

FORMS OF PARTNERSHIPS

Partnerships take a variety of forms, but they all have four basic components: a **rationale** for working together, a **scale** of operation, a **sector** from which the partner comes, and a **type** of relationship. (See Table 1)

The rationale for the Conservancy to enter into a partnership is to:	At different scales :	With partners from different sectors :	With relationships of different types :
Set priorities	Global	Governments Multilateral institutions	Contract
Develop strategies	Regional	Bilateral agencies Private enterprises	Cooperation
Take action	National	Research institutions Academic institutions	Coordination
Measure success	State/Province	Indigenous communities Conservation NGOs	Collaboration
	Local	Other nonprofits Coalitions	

Table 1: Four Dimensions of a Nature Conservancy Partnership

Rationale

Partnerships should be formed and disbanded based on the needs, goals, and resources of the partners. For The Nature Conservancy, partnerships are typically formed around one of the four basic steps of our Conservation Approach as defined in *Conservation by Design* ([click here to access Conservation Gateway](#)):

1. Setting Goals and Priorities
2. Developing Strategies
3. Taking Action
4. Measuring Success

Ensuring that the right partners are involved at the right step is critical to productive partnerships. For example, exchanging data with the World Bank to characterize the enabling conditions of various countries for a particular strategy is illustrative of working on Step 1, “Setting Goals and Priorities.” Working with nonprofit partner Environmental Defense to secure a ban on bottom trawling on 3.8 million acres of ocean off the California coast is an example of Step 3, “Taking Action.”

An organization that makes a great partner for one step might not make the best partner for the next step. For example, a partner for setting priorities through work on an ecoregional plan may not be the appropriate partner for implementing a public policy solution. Choosing the right partner for the right goals is important to getting started on the right foot.

Scale

The Conservancy implements the four steps of the “Partnership Approach” on every geographic scale. Planning a prescribed burn with the U.S. Forest Service at the Arizona Chapter’s Ramsey Canyon Preserve is an example of a local partnership. Creating a national trust fund for conservation in Jamaica, Guatemala, and Panama in partnership with government ministries and international NGOs is an example of a partnership at the regional scale. Increasingly, the Conservancy is seeking global partners with which to plan, develop, and implement strategies in multiple countries or across continents. Global partnerships are among the Conservancy’s most complex partnerships because they cover the broadest geographic scale and involve large organizations or agencies with many decision-making steps. Global partnerships frequently take years to develop and negotiate, but they have the potential to greatly increase our conservation impact and leverage conservation around the world at hundreds of conservation areas simultaneously.

Sector

The Nature Conservancy has a broad diversity of partners hailing from a wide range of sectors — from big business at the Noel Kempff Mercado Climate Action Partnership in Bolivia, to big international NGOs such as the World Wildlife Fund, to academic institutions such as Stanford University. Outside the U.S., many Conservancy programs have worked with NGOs through the Parks in Peril Program. More recently, strengthening national protected area systems is being undertaken by coalitions of organizations bound together in National Implementation Support Partnerships. In Brazil the Conservancy is working with 50 chieftains of four indigenous communities to foster the integrated management of 1.4 million acres of indigenous lands with adjacent Cabo Orange National Park in the state of Amapá.

Governments at all levels are common partners wherever The Nature Conservancy works. In Missouri, we worked closely with the Mississippi Department of Transportation to achieve the protection and restoration of 3,025 acres along Red Creek. The Conservancy works throughout the U.S. with the Department of Defense on a buffer zone program that is being implemented in places like Fort A. P. Hill in Virginia and Camp Pendleton in California.

Individuals and firms from a wide variety of business sectors are regular partners as well, including ranchers, farmers, fisherman, forest landowners, and corporations of many types, big and small.

TYPES OF PARTNERSHIPS

The Nature Conservancy has four basic types of business relationships with partners, varying in degrees of legal formality, expectations, and levels of risk: contract, cooperation, coordination, and collaboration.

Contract

Short-term partnerships focus around specific, activity-based deliverables that are outlined in a contract. Power roles are clear. Authorities and resources are kept entirely separate. Little to no long-term investment is made in the partner or the relationship. These relationships are typically low risk.

Cooperation

Cooperation is characterized by informal relations without any clearly defined mission, structure, or planning effort. Cooperative partners share information about specific topics of mutual interest. Each organization retains its individual authority, maintains its own goals, and keeps its resources separate. These relationships are typically low risk.

Coordination

More formal relationships and mutual understanding of each partner's mission and goals distinguish coordination from cooperation. Organizations involved in a coordinated effort focus their longer-term interaction on a specific goal or program. Coordination requires planning, division of roles, and formal communication channels between organizations. Resources are made available to partners, and rewards are shared. Balance of power can become an issue. These relationships are typically medium risk.

Collaboration

Collaboration is a more durable relationship. Organizations are brought into a new structure with full commitment to a common goal. Such relationships require comprehensive planning and well-defined communication at all levels. The collaborative structure determines authority. Partners pool or jointly secure resources, and they share the results and rewards. Power is an issue; each partner's power needs to be appropriate to that partner's role and contribution. Risk increases as each partner contributes its resources and reputation.

The Nature Conservancy's legal department has developed legal agreements to codify the types of relationships listed above. These agreements are used throughout the organization. See [Appendix 2](#) and [Appendix 3](#) for examples.

IMPLEMENTING PLACE-BASED PARTNERSHIPS

The following section outlines six steps to building successful partnerships. These standard steps help practitioners ensure that each partner relationship is focused, linked to conservation priorities, and underpinned by a common set of support systems, work processes, and staff skill sets.

Six Steps in Implementing Place-Based Partnerships:

1. Conservation Planning
2. Decision to Partner
3. Partner Scoping and Due Diligence
4. Negotiation
5. Partnership Agreement
6. Workplan, Maintenance, and Measurement

STEP 1 — CONSERVATION PLANNING

Conservation planning is the cornerstone of The Nature Conservancy's work, and it guides us in the implementation of our place-based strategies. We typically work with many organizations and individuals to develop our conservation plans and to set priorities and develop strategies on the project and ecoregional scales. Often, the "Partnership Approach" is a useful framework for thinking about how to incorporate partners into the planning process and how to involve them in determining and designing conservation strategies and actions. Please see The Nature Conservancy's protocols to learn more about *Conservation by Design* ([click here to access Conservation Gateway](#)), general conservation planning, coarse mapping of priority areas, and how to use finer mapping tools to focus on specific properties. In addition, staff members in California can refer to the *California Conservation Planning Handbook* (see science staff for information on this handbook).

STEP 2 — DECISION TO PARTNER

After the conservation plan is complete, the next step is to determine *whether* a partnership is the best course of action. Is a partner really necessary to achieve our goals? Are the costs as well as the benefits of the partnership clearly understood?

Partners should be sought out only if they can add value to the project. There may be projects where it is better for The Nature Conservancy to work alone.

Forming and working with new partnerships requires a point person who is aware of all activities in the relationship; fully understands the partner's values, culture, and programs; and has authority to make decisions and respond to opportunities (or risks) in a timely manner.

Reasons to Partner:

- Develop new ideas or relationships that increase the quality and/or quantity of conservation.
- Exchange technical expertise.
- Provide, receive, or expand funding.
- Share data and information.
- Obtain access to new decision-making authority or new constituents.
- Leverage influence of partners on other actors.
- Develop long-term sustainability of effort in an area by engaging local partners.
- Build unified entity for reaching a goal.

Potential Partnership Challenges:

- Differing expectations.
- Expecting *quid pro quos*.
- Ill-defined Conservancy and/or partner roles and responsibilities.
- New information that changes fundamental assumptions on which the partnership is based.
- Being “trapped” in unproductive partner relationships.
- Limited partner capacity to implement key conservation strategies.
- Perception of “abandonment.”
- Gaps in strategies and visions.
- Unsustainable partners and resources.

No one type of partnership fits every situation and project. For this reason, it is very important to make a thorough assessment of the Conservancy’s conservation plan, goals, and vision for the future of every project before embarking on a search for partners. **Figure 1** below displays one way to visualize the continuum of potential partnerships.

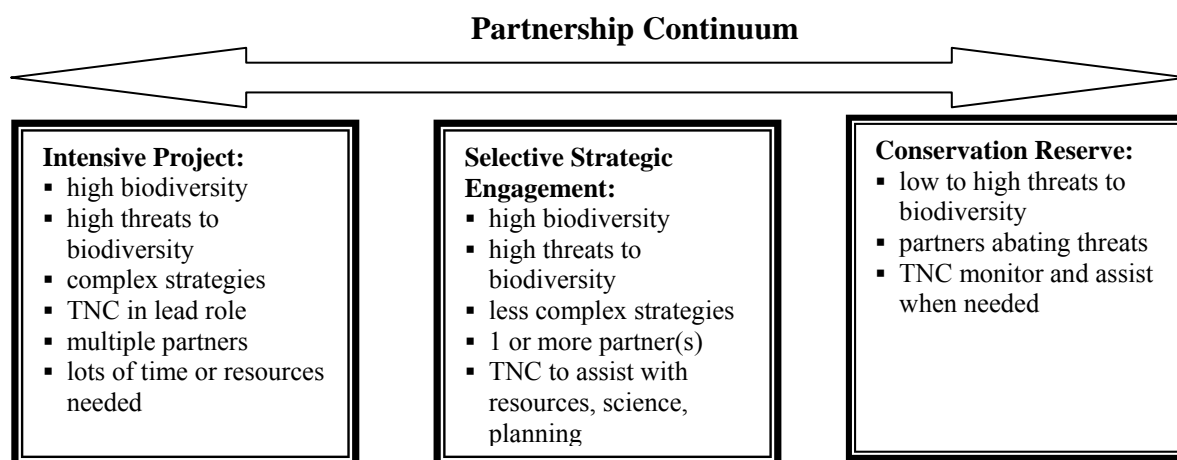


Figure 1. Role of Successful Partnerships in the Laramie Foothills

STEP 3 — PARTNER SCOPING AND DUE DILIGENCE

Once the decision has been made that a partner is needed to implement one or more conservation strategies, the next step is to find viable partners. Partner scoping can be conducted through rapid analysis based on the best available information or through a more thorough information-gathering process. While expediency will always be tempting, it is important to give careful consideration to the social networks, local institutions, and influential individuals of potential partners. In addition to the statewide organizations that are regular Nature Conservancy partners, there are new conservancies, land trusts, and local organizations being founded on a regular basis, any of which could be considered as potential partners. In addition, there are non-traditional organizations, such as affordable housing coalitions, that are often overlooked but may prove to be powerful allies for certain conservation strategies.

It is also common for organizations to approach The Nature Conservancy directly to suggest a partnership when they learn that we are embarking upon a project in a given geographic area. In this case, the same partner scoping and due diligence process should be used to vet the interested party as would be used to assess any other potential partner.

The partnership scoping process described below is a relatively new approach that has been developed and field tested by several Nature Conservancy project managers in California.

Partner Scoping Process:

1. **Identify organizational capacities needed in a partner**, based on The Nature Conservancy's goals and strategies for a given area. The table below provides an example of how strategies identified in a project's conservation action plan (CAP) can help project staff identify the specific conservation capacities that are needed.

Strategy (from CAP)	Conservation Capacity
<i>Land / Water Acquisition</i>	Community outreach Real estate transactions Water rights transactions
<i>Habitat Restoration</i>	Habitat restoration
<i>Land Management</i>	Land management
<i>Institutional Influence</i>	Community outreach External relations
<i>Conservation Science / Planning</i>	Conservation planning Research and monitoring
<i>General Support</i>	Fundraising

Table 2. Identifying Conservation Capacity

2. **Identify gaps in capacity and/or expertise within the Nature Conservancy team.** Before considering the strengths and competencies of partners, it is instructive first to conduct a candid assessment of the Conservancy team’s strengths and weaknesses. Identifying clear gaps in skills or expertise will help guide the selection of complementary partners.
3. **Develop list of current and potential partners.** We recruit partners from diverse sectors of society, including government, science, and academic institutions. It is important to consider casting as wide a net as possible and to think creatively about institutions that can add genuine value to work in the project area. Research the local communities, examine current and past projects, and solicit information from knowledgeable sources such as community leaders and prominent citizens. Initial lists of potential partners may be long.
4. **Assess potential partners for alignment, competencies, and effectiveness.** To ensure a thorough and consistent evaluation process, we recommend assessing each potential partner on the following factors:
 - *Vision and Level of Interest.* Consider the organization’s alignment with the Conservancy’s values and conservation vision for the area as well as its level of interest in partnering for conservation in the project area.
 - *Conservation Capacity.* Review each potential partner for capacities that could help achieve the Conservancy’s goals. Typical capacities to consider in place-based projects include the ability to perform community outreach, experience in real estate and other transactions, stewardship and restoration skills, and experience in implementing conservation projects.
 - *Organizational Effectiveness.* As a precursor to the more thorough due diligence process that will follow once a conservation partner has been identified, consider the key elements of each organization’s overall effectiveness in matters such as
 - leadership quality and engagement (executive director, board of directors, etc.)
 - track record (completion of successful deals)
 - fundraising, financial sustainability, and growth potential
 - external relationships and contacts (government relations, local ties, etc.)
 - stability and reputation

These factors can be considered qualitatively, but with many potential partners to consider, we recommend a scoring matrix like the one shown in Figure 5. (Note: This matrix and the chart, **Figure 2**, that follows it are entirely hypothetical and show fictitious organizations whose names we have invented solely for the purpose of demonstration.)

This scoring matrix is modeled on a scoping tool developed by The Nature Conservancy’s Chile Program for the Valdivia Coastal Reserve. It was adapted to a California example to illustrate alignment and organizational effectiveness, and to facilitate partnership measures.

As is the case with the common adage about models — “all models are wrong but some are useful” — this tool is principally useful to facilitate good discussion and efficiently document the results. The specific “scores” are less relevant than the comparative ranking.

Figure 2. Partner Scoring Matrix (Hypothetical — Fictitious Organizations)

TOP 50 SITE / LAST GREAT PLACE: Upper Basin																		
Name of Organization	NGO	Vision/Level of Interest			Conservation Capacity								Organizational Effectiveness				Total Score	
		Alignment with biodiversity conservation vision	Interest in partnering with TNC	SUBTOTAL	Community outreach	Real estate transactions	Water rights transactions	Habitat restoration	Land/water management	Conservation planning	Research & monitoring	SUBTOTAL	Leadership (e.g. board, exec. director)	Track Record (e.g. successful projects)	Fundraising & Financial Sustainability	External Relations (e.g. county, state, federal govt)		SUBTOTAL
Factor Weighting		1.0	2.0		2.0	1.0	2.0	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
Darwin's Land Trust	Y	3	1	5	0	3	2	2	3	3	3	18	3	3	3	2	11	34
Friends of Wide Gorge	N	2	2	6	2	2	1	2	2	2	2	16	1	3	3	2	9	31
U.S. Soil Conservation	Y	2	3	8	2	0	3	1	2	2	1	16	2	1	2	1	6	30
Outdoor Recreation Dept	N	2	1	4	3	0	0	3	3	2	1	15	3	3	2	2	10	29
Trees and Land Service	N	3	1	5	2	1	2	2	2	2	2	17	1	2	2	2	7	29
Anglers and Hunters Agency	N	3	1	5	1	1	1	2	2	2	2	13	3	3	2	2	10	28
Wichitaw Resource District	Y	3	2	7	2	0	0	2	0	3	2	11	3	3	2	2	10	28
Mountain University	N	2	1	4	3	0	0	3	3	2	1	15	1	3	2	2	8	27
Water Resource Trust	N	2	1	4	3	0	0	3	3	2	1	15	1	3	2	2	8	27
Techumseh County	N	3	2	7	2	0	0	2	2	2	2	12	2	1	2	2	7	26
U.S. Bureau of Mines	N	1	2	5	1	0	2	1	1	1	2	11	2	2	3	2	9	25
U.C. Stanislausky	Y	3	3	9	0	0	0	0	0	1	3	4	3	2	2	1	8	21
Mano a Mano Land Trust	Y	3	1	5	1	2	1	1	1	1	1	10	3	1	1	1	6	21
Tall Clift Water Authority	N	1	1	3	2	0	0	1	2	1	2	10	2	2	2	1	7	20
CA Fresh & Saltwater Agency	N	1	1	3	1	0	2	1	2	1	2	12	1	1	1	2	5	20
U.S. Trees Agency	N	2	0	2	1	1	1	2	2	1	1	11	1	1	2	1	5	18
Hands Off Our Land	N	1	0	1	0	3	0	1	2	1	0	7	2	1	3	2	8	16
AMas Charitable Trust	N	1	1	3	2	0	0	0	1	1	0	6	2	1	2	2	7	16
Marcos County Land Trust	Y	1	0	1	3	0	0	0	1	0	0	7	2	1	2	2	7	15

Guide to Scoring

High	3
Medium	2
Low	1
None	0

5. **Rank potential institutional partners** and document the goals that can be achieved by working together. This important step can be approached in different ways. The following partner scoping matrix is an example of an approach the Conservancy has used to illustrate partner rankings (in this case for the fictitious Upper Basin Project).

The scoping matrix is created by taking the values assigned in a model (like the scoring matrix above, Figure 5) and graphing them on a priority factor axis. Conservation capacity and organizational effectiveness are two of the several possible factors that might be used to rank candidates. (Note: This entirely hypothetical matrix shows fictitious organizations whose names we have invented solely for the purpose of demonstration.)

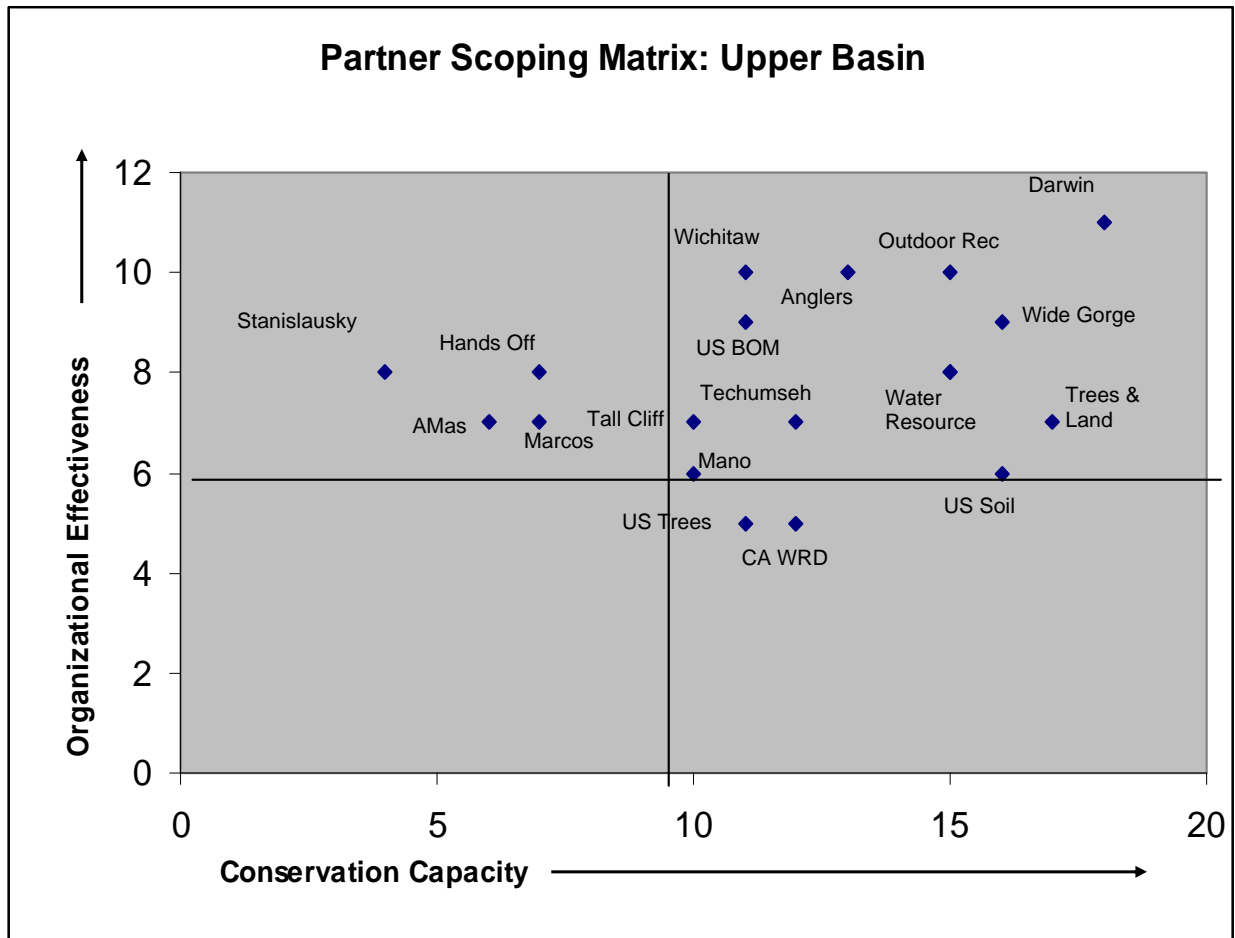


Figure 3. Partner Scoping Matrix (Hypothetical — Fictitious Organizations)

It is also possible to step back from the ranking process and ask a series of questions to determine the value of engaging a partner to help implement a conservation strategy:

- Who can best help us accomplish our objectives?
- Is there a “sweet spot” (closest alignment with our priorities and goals)?
- Is there a solid business rationale?
- What will we get out of this in the best and worst cases?

- How long will it take?
 - What can we do to assure success?
 - What resources will it require?
 - Do the benefits outweigh the costs?
6. **Plan for due diligence.** The above analysis should provide enough information to determine which of the potential partners is best suited to work with us on a specific conservation strategy. Once one or more partners have been identified for engagement, it is valuable to consider a more thorough due diligence process before beginning to negotiate an agreement. This can be done informally or following a standard protocol. An instructive set of due diligence questions and guidelines can be found in “Partner Selection Due Diligence: Screening NGOs and Land Trusts at the Outset of a Partnership,” included in [Appendix 3](#). A final suggestion: If the scoping and due diligence process yields no viable partner candidates, it may be possible to stimulate the development of a new partner organization. Refer to the Amargosa case study ([Appendix 1](#)).

STEP 4 — PARTNERSHIP NEGOTIATION

Once a possible partner has been identified, the next step is to initiate a discussion of mutual interests. For a partner organization to maintain viability after due diligence, both the staff and the leaders of the partner organization must be interested in collaborating and investing the time and resources needed to develop and maintain a successful partnership. Nature Conservancy practitioners have identified several elements that are necessary to reach a mutually satisfactory outcome,

Elements of a Successful Negotiation:

- Learn what the partner wants to accomplish.
- Identify areas of opportunity that overlap with the partner’s skills and goals.
- Compromise a little for shared outcomes.
- Set very clear goals and expectations.
- Be flexible and firm.
- Be willing to say, “No, this doesn’t meet our mission; let’s walk away and wait for something else.”
- Remember that funding is a big motivator when engaging partners.
- Be very clear about the project’s financial need and the partners’ individual and collective responsibilities for meeting them.
- Adapt and evolve with time and opportunities.

Partnership Owners Manual. This is the point where the partners begin to develop a Partnership Owners Manual (henceforth referred to as “the Manual”) along with the legal documentation of the partnership. By explicitly stating the visions, goals, areas of overlap, and agreements between partners, the Manual helps solidify the partnership (see [Appendix 2](#) examples). It may be helpful to bring in a third party as consultant or facilitator to initiate the negotiations and draft the partnership documentation. Having an unambiguous picture of both parties’ desired outcomes will make the negotiating process run much more smoothly and help assure lasting success.

Partnership Agreement. Every partnership is different, and the level of documentation required varies dramatically. There are several critical components to every partnership agreement that must be discussed and decided upon before the partners sign any legal documents:

- Goals and expectations
- Roles
- Responsibilities
- Financing and resource contribution
- Fundraising
- Communications (including media), marketing, and external affairs
- Decision making
- Long-term planning and adaptation
- Partnership work plan
- Partnership maintenance and measurement
- Exit strategy

Goals and Expectations for the Agreement

The success of partnership negotiations depends on the openness of the parties involved. Being completely frank from the outset about goals and maintaining realistic expectations lay the foundation for a lasting relationship. Each party will have a preconceived idea of what the final partnership should look like; it is very important to work towards mutual goals while at the same time managing the partner’s expectations. Share as much information about your goals, needs, outcomes, and concerns as possible. Negotiations that have substantial information on the table are likely to be more successful than negotiations where one of the parties is holding back.

When there are few common goals to solidify a partnership, successful collaboration is very difficult, especially without prior experience in joint projects.

Lesson from the Field

It is crucial to understand that not every well-meaning partnership is destined for success. One such near-partnership, between the Conservancy and the City of Elk Grove, superficially appeared to be a perfectly workable collaboration. We wanted to hold and comment on Swainson's hawk easements on lands under the city's jurisdiction, and the city wanted to work with us to learn more about land management and to benefit from our excellent record in protecting natural systems. The memorandum of understanding (MOU) went into great detail about each party's rights and responsibilities. However, because the MOU was being drafted before there was real common ground and trust between the two groups, they were not able to come to terms.

This experience makes it clear that a trusting relationship must be developed — preferably by working together on a separate, smaller-scale project — before the parties enter into a formal partnership. After principal staff members of the prospective partner organizations come to know and respect one another and their organizations' goals and visions, a formal partnership becomes more feasible. To illustrate this point, Elk Grove and the Conservancy are now developing a better relationship by working together on specific land deals.

Roles

Defining each partner's role creates the basis for a solid partnership. A partner might play the role of landowner, land manager, scientific researcher, community ambassador, funder, education provider, etc. While Conservancy partners may play several of these roles, it is important that the partners agree on their assigned roles. This division of roles gives each partner the opportunity to provide whatever services they can best execute.

Responsibilities

This is the area that often causes disagreement in the negotiation process. The decision about who does what can be controversial. While this distinction may seem redundant after roles have been defined, it is important never to assume anything. Partners tend to have different ideas about what actions they are expected to perform, which is why responsibilities should be discussed clearly and documented in writing. For example, even though a partner may have already taken on the role of land manager, it is still necessary to define exactly what that land management entails.

Contributions of Financing and Other Resources

As one might expect, financing a partnership is often complex. If The Nature Conservancy is contributing monetary resources to a partnership, the details relating to expected outcome, amount, usage restrictions, frequency and duration of contributions, and revocation of funds should all be addressed. The same issues must also be addressed if other partners are financially supporting the partnership. Parties should never promise nor count on tenuous funding. For example, public funding sources generally cannot be guaranteed to last longer than the next fiscal year or election. (For an example, see the San Diego case study by clicking here: [Appendix 1: Case Studies](#).)

The same rule of thumb should be applied to all resources contributed to a partnership. Time and energy are valuable contributions and should not be taken lightly in any agreement negotiations.

When deciding upon the parameters of the Conservancy's involvement, it is imperative not to agree to bigger commitments than are possible, given work load and timing constraints. Deadlines and deliverables must be assessed carefully to reflect time frames that are realistic for all partners.

Fundraising

Historically, partners have raised funds and contributed to the partnership independently, but joint fundraising is now being explored more often. The Northern Sierra Partnership has broken new ground in the focus and style of its fundraising. (For more details, see its charter document, which can be obtained by contacting info@northernsierrapartnership.org. While it is too early to judge the success of this undertaking, this is a promising effort to establish a reliable source of funding for conservation in the northern Sierra.

The idea behind partnership fundraising is that partner synergies inspire donors to increase their contributions to a shared vision. When negotiating the nuts and bolts of joint fundraising, having an impartial coordinator from early on is very helpful. In the case of the Northern Sierra Partnership, the campaign coordinator was not hired until later in the negotiation process. Had there been a campaign coordinator during the initial stages, the process would have moved much faster because trust and privacy issues would have been addressed earlier.

While every instance of joint fundraising will be different, every partnership should incorporate agreed-upon fundraising goals, principles, and methods. By clarifying these key issues and putting them in writing, partners will have common ground to chart their fundraising activities.

Communications and Media, Marketing, and External Affairs

As with most other partnership components, in marketing and public relations is important that partners communicate and collaborate on developing joint marketing goals, a coordinated message, a process for vetting published material, and a clear understanding of who has the approval authority for each partner, in order to speed and simplify the publication process. If and when partners decide to enter into a collaborative advocacy and/or outreach campaign, the same rules should apply. In any case, all parties must agree on a clear message and an action plan.

Decision Making

Creating structure for the decision-making process is a necessary part of any negotiation. Some process of consensus building and voting should be discussed, although the form it takes will likely depend on the size and complexity of the partnership. A simple "yea" or "nay" may be the best strategy for traditional partnerships, while a more detailed A-F voting scale might be appropriate for larger partnerships (a good example is the Northern Sierra Partnership Charter, which can be obtained by contacting info@northernsierrapartnership.org). This is often a good place to talk about dispute resolution, which generally takes the form of arbitration mediated by a mutually agreed upon third party.

Long-Term Planning and Adaptation

Partners must agree upon an initial long-term vision for the partnership. This vision should be modified as time passes to reflect the current actual situation and the evolution of project goals. It is critical to be as frank as possible when discussing plans for involvement. For example, in many place-based partnerships there comes a time when the Conservancy may want to transfer land ownership or management responsibilities to another entity. It is important to discuss that

possible future change well in advance in order to manage the partner's expectations. For this reason it is critical to have regular review and revision sessions — at least once a year — where all the partners sit down and revisit the partnership charter, the Manual, the memorandum of understanding, and other documents. This prevents the maintenance of out-of-date documentation with little relevance to the partnership as it has evolved.

Partnership Work Plan

The work plan, a sort of road map for the partnership, should be discussed thoroughly in the negotiations and then documented in the Manual. It should be a concise, specific, and tangible action plan for both the immediate and near-term actions of the partners. It should include

- **What** specific actions are required to complete each planned partnership strategy.
- **Who** will be responsible for helping to complete each action.
- **When** each task will be undertaken and what will be the sequence of linked actions.
- **How** much money and other resources will be needed to complete each action.
- **What** will be the measures of success.

Delineating and assigning responsibilities helps ensure that the partnership moves forward without getting bogged down in miscommunication and task-shifting. A detailed work plan also provides the basis for developing a project timeline and calendar.

Partnership Maintenance and Measurement

Communication and personal relationships are the cornerstones to maintaining a successful partnership. As long as partners are openly discussing new developments and evolving projects, maintenance tends to run smoothly. However, regular communication and face-to-face meetings require effort and energy. It is very important that all partners understand that in order to achieve partnership goals, everyone involved must be committed to investing the time and energy to maintaining the partnership even after negotiations are over and documentation is signed. Without ongoing maintenance, tensions rise and conservation goals go unmet. This is especially true when there is staff turnover and new personnel become involved in the partnership. Trust must be built over time between parties, and that can only result from clear communication.

Partnership measurement and assessment are very complex. Often, tactical partnerships are easier to measure and value since they tend to have a specific goal or deliverable. Strategic partnerships are more difficult to quantify and must be viewed in a long-term, big-picture manner. The significant measurement aspect that must be agreed upon during the negotiation phase is that all partners share the same vision of what a successful partnership should look like and accomplish. If that can be mutually agreed upon, then it becomes easier to determine the specifics of measurement.

End Points and Exit Strategy

It is highly important to have a common understanding of when, how, and why the partnership concludes. Exits are more complex if only one partner wishes to end the partnership, which is why the issue should be addressed at the beginning. In cases where there will be specific, measurable partnership goals, those might be used as minimum thresholds for continuing the partnership. If the goals are unmet, then the partnership's value would need to be reassessed. Or

if all the goals are met, the partnership may no longer be necessary. In other cases, there may need to be a simple right-to-terminate clause agreed upon by all parties.

While this list of negotiating points is not exhaustive, it provides a foundation for approaching the negotiation process. As mentioned above, the unique nature of each partnership does not allow for a rigid checklist. Rather, a flexible approach is needed. Two key factors crucial to success are clear communication and overlapping visions.

STEP 5 — PARTNERSHIP AGREEMENTS

The following is intended only as an overview and does not constitute a full and complete discussion of the legal implications of partnership agreements.

Legal Documentation

Relationships with partners can be codified in various forms of agreements and must be individualized to reflect the specifics of each particular relationship. The specifics tend to vary with each situation, making it difficult to formulate a useful one-size-fits-all template. Ultimately, the decision comes down to the type of legal framework needed in the partnership, which is often related to the partnership's complexity, level of risk, and degree of financial integration. The gradient of complexity runs from no documentation whatsoever to a fully enforceable partnership contract. Depending on the language, any legal document can be enforceable as a contract; this makes the name of the document less important than the language it contains.

The Nature Conservancy generally favors four types of contractual relationships with partners:

- **Contract:** Memorializes a short-term partnership focused around a discrete project or activity. Each party has prescribed roles and responsibilities to achieve the contract's objective. Low risk and generally enforceable.
- **Memorandum of Understanding or Memorandum of Agreement:** An agreement to agree. It describes the parties' intent to work together to pursue common broad objectives. It is appropriate for low-risk partnerships and useful for establishing a broad foundation on which to build more deal-specific documentation.
- **Partnership Agreement or Joint Venture:** This sort of documentation creates a more durable and formal relationship, with clearly delineated liabilities, responsibilities, and duties. It may involve establishing a new entity with each partner committing to a common mission. The partners contribute and pool resources and share the benefits and risks. Reputational risk is greater. It should be an enforceable agreement.
- **Cost-sharing Agreement:** This type of agreement is a specific project-based document that simply delineates which party will contribute what to the project. It can be used separately or in conjunction with other types of agreements.

Please see [Appendix 3](#) for relevant examples of a memorandum of understanding and a partnership agreement contract template.

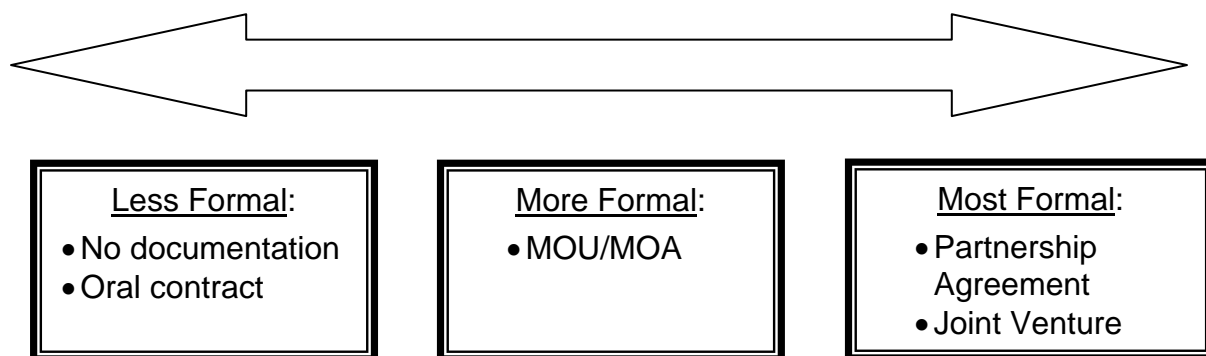


Figure 3. Gradient of Complexity for Partnership Documents

Generally, more legal formality is needed for specific and/or well-defined projects because they are more effective than a general “agreement to agree,” such as a memorandum of understanding (MOU). For example, while the Big Sur Land Trust Partnership has an MOU for its general framework, each joint land acquisition has a specific contract pertaining solely to that deal (for an example, see Appendix 2, [Big Sur Land Trust–TNC Cooperative Agreement for the Violini Ranch](#)).

No matter what type of documentation is used, there are several critical elements that should be included in partnership agreements in addition to the Conservancy’s applicable standard contract provisions. The following is a partial list and is not intended to be exhaustive:

- **Future Planning:** Language must exist pertaining to long-term funding, management, and monitoring responsibilities. Due to the fact that The Nature Conservancy takes stewardship responsibility in perpetuity, it is essential that clear legal delineation of future duties be included.
- **Conflict of Interest:** It must be fully understood by all parties involved that The Nature Conservancy has a very strict conflict of interest process that must be adhered to whenever there might be an actual or potential conflict of interest. For example, if a Conservancy trustee owns land that is being acquired by the partnership, the Conservancy’s project manager must develop a proposed course of action to deal with the actual or potential conflict and submit the proposed course of action to the Conservancy’s Conflicts Committee for approval. The Committee will either grant a waiver, allowing the deal to continue based upon the proposed course of action, or advise that the Conservancy cannot continue with the deal.
- **Exit Strategy:** The agreement should address how the agreement can be terminated, the partnership dissolved, and the resources divided if and when the partnership ends.
- **Dispute Resolution:** There must be some sort of plan in the event of gridlock between parties. The timing and style of resolution should be tailored to the specific partnership in question. Here is an example from the Big Sur Land Trust Partnership Memorandum of Understanding:

Both organizations will seek to avoid and, when necessary, resolve disputes by frequent communication, joint decision-making and other good business practices. If the

organizations cannot agree on an issue informally within 60 days, they will engage a third-party mediator mutually acceptable to both organizations, the cost of which shall be shared equally by the organizations.

- **Legal “partner” disclaimer:** The term “partner” is a term of art with a specific definition when used in the legal sense as opposed to its use in the more general TNC sense. For this reason, documents other *than formal partnership or joint venture agreements* should include language to the effect of the following:

This memorandum and the Owner’s Manual (if any) are not intended to create a “partnership” as contemplated under Sections 15501, 15611 and 16100 of the California Corporations Code, nor does a joint venture or principal-agent relationship exist between the organizations.

After in-depth negotiations among partners take place, every partner should have its legal and financial counsel vet the final agreement. It is also helpful to make sure that the partnership owner’s manual and partnership charter, if any, are aligned with the formal agreement.

The reality is that there is no hard and fast rule on what type of legal documentation should be used to memorialize a partnership relationship. It is generally advisable to start the analysis by considering a memorandum of understanding and then consult with the Conservancy’s legal department to determine whether this is the most appropriate form of agreement.

STEP 6 — PARTNERSHIP WORK PLAN, MAINTENANCE AND MEASUREMENT

Maintenance

As discussed in the “Partnership Negotiation” section (above, Step 4), active partnership maintenance is the critical factor determining success once the partnership has been created. Partnership maintenance consists of three vital elements:

- Frequent communication
- Regularly scheduled face-to-face meetings
- Reviewing and updating the partnership as necessary

Once established, no partnership will be a static entity. Everything changes with time: conservation goals and priorities, staff, funding, responsibilities, and ownership. In order for the partnership to operate as smoothly as intended, these changes must be acknowledged, discussed, and reflected in the partnership documentation.

All the initial planning and documentation serve simply to provide a starting point for the partnership, not a rigid or static guide. The best way to prevent a partnership from getting outdated is to revisit and update the Manual on a regular basis. The Manual is an easy place to document the partnership’s evolution because it clearly and simply captures the critical pieces of the partnership. Since the Manual is a non-legal, uncomplicated, and concise reference, it is easy to update and share among partners.

While it is also important to update key legal documents in a timely manner, the most important element in partnership maintenance is ensuring that every partner is on the same page. Ideally, as

changes are made, the rationale behind them will also be documented so that other team members, including staff and board, may learn from the modifications.

Measurement

While everyone theoretically understands that partnerships add value to The Nature Conservancy's work around the globe, quantifying the value can be difficult. There is no standard formula for calculating partnership value, in terms either of money saved (or donated) or acres saved. Often, the alternative would have been the Conservancy's working alone on the project, and who can foresee what issues might have arisen in that situation? For this reason, to measure the partnership's results, one must determine the qualitative results and analyze them along with any quantitative values that might surface.

Tangible measures:

- Acres saved
- Funding raised
- Legislation passed
- Accomplishment of goals on partnership manual checklist

Process measures may be assessed in terms of

- Development and maintenance of relationships
- Alignment of visions and goals
- Accomplishment of priority projects
- Strength of teamwork and collaboration
- Growth in capacity
- Growth in size of donor pool
- Spread of the Conservancy's conservation values and ethics

These lists may seem vague. But as The Nature Conservancy discovers new ways to quantify and calculate the value of conservation results, measurement will become easier. Progress is being made in the areas of conservation valuation and measurement metrics, which will in turn make it easier to measure the value of a partnership.

Until the time comes when the Conservancy implements a measurement framework, staff will rely upon regular partner evaluations, solid communication, and unambiguous partnership agreements to determine the ongoing success of specific partnerships.

CONCLUSIONS AND THE PATH FORWARD

Successful place-based conservation depends on cultivating effective partnerships with key stakeholders. Many Nature Conservancy projects will require additional expertise, resources, and/or local engagement to complete the conservation work that needs to be done in that place and ensure its long-term success.

The Conservancy needs to make certain that once the conservation work has begun, it continues after the preliminary commitment to the partnership ends. It is crucial to collaborate effectively and share information with valued partners throughout and even beyond the life of the project. This requires developing partnerships early on, revisiting them regularly, revising them as appropriate, and working to maintain positive, supportive relationships. All of these efforts are a part of the exciting opportunities to do conservation work in partnership with other groups that share our goals.

Over time and after much experience on the ground, it has become clear that successful partnerships share a common set of factors critical to conservation success:

- Strategies are aligned with conservation objectives.
- Mutual goals are clearly identified in ways that complement or support each other.
- Expectations are documented, regularly reviewed, and updated.
- Partnerships have clear relationship managers and chains of communication.
- Senior management provides consistent support.
- Staff members trust and respect one another.
- Substantial resources are invested (money and people).
- Relationship and goals are monitored regularly and consistently.

While it may seem that the biggest hurdles arise when a partnership is being developed and established, it is essential to allocate the time and resources necessary for regularly reviewing progress, revisiting goals, assessing complementarity, making overall evaluations, and maintaining the project and the partnership. As experience illustrates — and as the case studies document — conservation is often the easiest element of a partnership. The personal relationships that are the heart and soul of the Conservancy's partnerships are the complicated part. Trust, respect, and clear communication are the true prerequisites for any flourishing partnership.

The following list of key lessons learned has been drawn up based on information from the California Chapter's project managers:

- **Involve the Right People**
 - There must be a core group of energetic and respected people dedicated to getting a conservation partnership started and keeping it alive.
 - Finding the right person to spearhead the development of a partnership is critical to success. It may be worth it to wait for well-connected, determined, and respected leadership to be identified before embarking on projects and partnership agreements

- **Build Trust and Lasting Relationships**
 - The time spent cultivating relationships and getting to know local decision-makers is invaluable to furthering conservation in any locale.
 - When new staff members enter a pre-existing partnership, time and effort must be spent to establish trust among all staff and to make sure that new personnel are well versed in the project history and that they connect with all partners.
- **Concentrate on Communication**
 - In some cases, the initial partnership agreement is relatively easy to create, but the longer-term maintenance of the relationship is challenging, especially when change occurs in the form of staff turnover or the revision of conservation goals.
 - Lack of communication always causes problems. If partners are not kept up to date, they may believe that duties are being shirked or that new staff members do not share the partners' passion for the project.
 - Lack of communication can lead to inefficient use of resources. When strengths, weaknesses, and problems are not discussed among partners, valuable time may be lost. A collaborative discussion regarding staff expertise and needs can save partners time and energy.
 - A commitment to clear communication and quick decision-making methods should be made at the beginning of a partnership. Clear communication about vision and goals is critical to establishing a good relationship and creating a viable transition plan.
 - A partner may be driven by goals other than the conservation of biodiversity. Alternative goals must be jointly recognized and factored into planning documents.
- **Learn from Others**
 - Smaller conservation organizations can provide Conservancy program staff with a keener understanding of the social context of our work and its implications for conservation in a specific place.
 - Conservancy staff should recognize the unique and critical role that land trusts and other community-based organizations can play in actively pursuing educational projects and community and youth outreach. Without this strategic grassroots recruitment to conservation, long-term support for conservation investments, past and future, will be difficult to sustain.
- **Evaluate Often**
 - The Nature Conservancy must periodically evaluate mature projects to assess whether existing strategies are still the most effective means of achieving goals. If the signed documentation no longer accurately reflects the situation on the ground, the partners should review the agreement to avoid tension and problems. Everyone must set aside time and make the effort to review and update agreements regularly to ensure their validity and continued relevance.

- Over time, selective strategic engagement may allow the Conservancy to sustain success and still reduce investment in a place. But threats, opportunities, and partners are always in flux, so complete “withdrawal” may not be advisable.
- **Don’t Forget the Important Details...**
 - It is imperative that the Conservancy be careful when making promises. It is very important to promise only what can be realistically delivered and to be frank and forthcoming about setbacks when they occur.
 - A documented partnership maintenance strategy is extremely helpful when staff turnover occurs. Such a coordinated plan allows a new manager to pick up where the partnership left off instead of having to build relationships completely from scratch.
 - In the initial discussions about a transition plan and the eventual transfer of responsibilities, it is critical to establish which partner holds the responsibility for long-term project funding. If each party assumes without discussion that the other will contribute to the perpetual management of the property in question, disagreements will result.
 - It is crucial to have a detailed transition plan that includes a comprehensive long-term resource management plan. The Nature Conservancy must anticipate and be prepared for a time when another organization will become the land manager. When a mutually agreed-upon plan for the future management of a property is in place, transitions occur much more smoothly.
 - In order for The Conservancy to continuously innovate and improve its conservation efforts, project managers and staff alike must learn from past mistakes.

As documented here, there are many lessons to be learned from previous Conservancy experiences with partners at every level. This manual provides a flexible framework to guide the development of future partnerships and effectively manage current partnerships.

TNC CA PLACE-BASED PARTNERSHIP MANUAL

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Partner Creation: Amargosa Conservancy

Background and enabling conditions:

The Amargosa River region is a land of few people and small towns in the eastern Mojave Desert along the California and Nevada border. The Federal government owns the majority of land, with private landholders clustering around the few sources of water to be found. Two of the settlements in the region, Shoshone and Tecopa, have a core of conservation-oriented town leaders. There are also a large number of “desert aficionados” who travel long distances to enjoy the desert’s unique landscape. These two groups of people share the common goal of preserving the desert ecosystem and protecting biodiversity. Together the two groups could provide a solid foundation on which to build a local conservation organization.

Prior to 2000, TNC had engaged in projects in the Amargosa River region several times. Land had been acquired and then turned over to the Fish and Wildlife Service or the Bureau of Land Management for ongoing management. While there had been prior TNC involvement in the area, there was no long-term, continuous TNC presence. In 2002, TNC conducted a conservation assessment; the plan concluded that development and water withdrawal, among other things, posed threats to the high level of biodiversity (endemic, listed, and rare plants and animals) in the Amargosa area.

Statement of opportunity and desired outcome:

Following the 2002 conservation plan, additional incentive was provided for TNC’s return to the area in the form of a proposal by the Resources Law Group (RLG). The proposal stated that RLG would fund an Amargosa program if TNC would agree to return and establish a project in the area. As the project developed, it became clear that one of TNC’s principal goals should be to aid in the creation and capacity-building of a local conservation organization that could acquire land, manage property, and enhance the conservation ethic in the area.

Approach:

The on-site TNC Project Director knew that in order to successfully create a conservation organization the local people would need to be organized and empowered to take ownership of their natural resources. By drawing upon contacts and relationships in the local communities, the Director was able to stay largely behind the scenes while inspiring action and fostering communication between the desert aficionados and the local residents. The idea of a local land trust was articulated to two key townspeople concerned with regional conservation, and then the initiative circulated through the population. An attorney in Los Angeles agreed to draw up the Land Trust Agreements and tax documents free of charge. From that point forward, with TNC’s continued assistance, community leaders and diverse board members have been able to build up the land trust.

Outcome:

Three years later the Amargosa Conservancy has 12 active board members and is effectively engaging in several different types of conservation projects and partnerships. Initial start-up funding was secured through the Resources Legacy Fund Foundation

(RLFF—a foundation associated with RLG), the foundation of a wealthy desert-loving donor, and TNC. Subsequent funding has come from memberships, private and public grants, fund raising tours and hikes, and major donors. In addition to the RLG and TNC grants, the Amargosa Conservancy has received assistance from California Department of Fish and Game, US Fish and Wildlife Service, and private foundations. TNC now has a solid relationship with an effective partner; the two organizations have partnered to protect properties, in water and energy policy development, invasive species management, and public outreach.

Lessons learned:

There must be a core group of people dedicated to getting a conservation organization started and keeping it alive. In the case of Amargosa, a capable and devoted board was assembled by well-respected local conservationists, and a spark-plug executive director took inspiration from the active board to build the organization. There must be a group or individual with strong, respected community connections prepared to devote time and energy to instigating the project, building a board, and then finding a capable and energetic executive director.

A good business vision must be in place in order to secure the necessary long-term funding to insure organizational survival. Funding may come from memberships, grants, major donors, and other sources, all of which must be cultivated and managed appropriately. Even though funding is always a constant battle, having a strong business plan is critical to efficient planning and utilization of the funds.

It is very difficult to avoid becoming a victim of your own success. At times some TNC partnerships have become so popular and well funded that land acquisitions have outstripped funding. It is critical to not take on too many obligations too fast, in the form of both staff and property. Acquiring land is wonderful, but when funds are donated without an endowment for land management, it can be very costly. It is critical to balance growth with funding availability so that stewardship does not suffer as a result of a mismatch.

Strategic Land Trust Collaboration: Big Sur Land Trust

Background and enabling conditions:

TNC has worked to preserve Monterey County's natural heritage since the 1960's, when TNC led efforts to protect its most iconic landscapes: the Big Sur coast, Monterey pine forests, and Elkhorn Slough, the second-largest saltwater marsh in California. The Big Sur Land Trust (BSLT) was formed in 1978 and credits TNC's early efforts in Monterey County as an inspiration for their creation.

A formal TNC partnership with BSLT was borne of a convergent series of enabling factors. In 1999, TNC opened a Monterey office as part of an expanded Central Coast program. An explicit TNC strategy for the region was to work with the many local land trusts to further conservation efforts in the area. TNC already had an outstanding relationship with a land trust partner in northern Monterey, Elkhorn Slough Foundation, but no strong partnerships in the central or southern portions of the County.

In 2001, TNC Monterey program staff compiled a list of potential partners, BSLT included. BSLT was a young organization with a focus on protecting view-sheds along the Highway 1 corridor between Carmel and Hearst Castle. The land trust did not have strong capacity in conservation science; however, it was a well-established organization with substantial resources to grow. The BSLT Board of Directors was a strong team with outstanding support from the local philanthropic community.

Out of 12 organizations considered, the BSLT emerged as the strongest potential new partner, based on an analysis using the criteria developed in earlier partnership work (see Partner Scoping). While BSLT's mission did not exactly match TNC's, there was no goal mismatch, and both organizations were willing to strive for greater alignment.

Statement of opportunity and desired outcome:

A promising opportunity to create a value-enhancing partnership arose in 2001, when the 10,000 acre Palo Corona Ranch came up for sale. BSLT was very interested in the property as the "gateway to Big Sur," but had never done a deal of that magnitude. TNC was interested in the property for its significant biodiversity value and its strategic position as the link to 13 other protected properties. At first glance the cost of the property at \$37 million and the complicated nature of the deal seemed too high for TNC to justify the purchase alone. However, the additional opportunity to significantly advance BSLT's conservation capacity with this transaction made the deal worthwhile so it was structured to inspire the BSLT Board to embrace biodiversity conservation, become comfortable with larger deals, and, ultimately, to be the first step towards a long-term formal partnership.

Approach:

There were three key reasons why a partnership with the BSLT made sense. First and foremost, biodiversity conservation in the region would be enhanced by: the Palo Corona acquisition; the value of the land within TNC's conservation site design and the BSLT Board expanding their focus to include biodiversity. Second, the land trust could engage major donors in the region who could contribute to the project. Finally, TNC could support BSLT with the financial and institutional backing and expertise needed to complete such a large land deal. TNC and BSLT decided to go forward, taking on

significant financial risk and trusting that the mutual desire to complete the deal would stimulate a cohesive partnership.

Outcome:

While the deal was still in its initial stages, the founding Executive Director of the BSLT decided to step down. An individual who was familiar with and supportive of TNC's work and the partnership took the job. The intensive work that it took to structure the deal resulted in a stronger relationship and better avenues of communication between TNC and the BSLT Board, improving the two organizations' vision alignment and goals for the ranch acquisition. The deal went through, and was a huge victory for all parties involved.

Following on that success, BSLT's Executive Director moved on to another job, once again leaving the position open. A TNC employee was offered the post and in 2003 transitioned to BSLT. The new Executive Director remained committed to the partnership, but also worked with the Board of Directors to expand BSLT's focus to include social causes like environmental education, sustainability and job creation. While incorporating these new goals, BSLT also embraced biodiversity conservation and expanded its geographical reach to include the Carmel Watershed and Salinas Valley.

Subsequently BSLT and TNC worked together to acquire two large priority tracts in Carmel Watershed and TNC sold the land trust property near Salinas Valley to use for community outreach. As a Memorandum of Understanding (MOU) formalizing this partnership was being drafted, the two groups were essentially able to complete trial runs for the joint venture. At the same time, BSLT built significant biodiversity conservation objectives into its 2011 business goals. On July 2, 2008, the MOU was signed to initiate the transition from an ad-hoc tactical partnership to a long-term strategic one, based on the mutual goal that the partnership would "grow the pie, not set up a fight over the pieces."

Lessons learned:

Monterey County is one of the first in California to reach a "minority majority," where minorities outnumber Caucasians. This profound shift in demographics brings significant challenges and opportunities for ensuring enduring conservation results. Outreach will be required to overcome longstanding stereotypes relating to the homogeneity of the conservation ethic and environmentalism in general. While TNC worked to increase biodiversity awareness in BSLT, the land trust provided TNC program staff with a much keener understanding of the social context of our work in Monterey and its implications for conservation in California. TNC staff now recognizes the unique and critical role that BSLT is providing to actively pursue educational projects and community and youth outreach. Without that strategic grassroots recruitment to conservation, long term support for conservation investments, past and future, in Monterey will be difficult to sustain.

The first TNC/BSLT joint fundraiser was held in June 2008, when one of TNC's California Trustees hosted a major donor event in Pebble Beach, with donors and donor prospects from both groups invited. Despite communications issues caused in part by the differences in scale between the two groups, good personal relationships ultimately prevailed and the event was a success, with TNC and BSLT Directors sharing speaking duties and building on one another's energy. While the final results are not yet known,

several large donors claimed to have been inspired by the event and the partnership, boding well for “growing the pie”.

Multi-party Maintenance: Cosumnes River Preserve

Background and enabling conditions:

TNC became involved in the Cosumnes River floodplain in 1987, due to the biological value of the local riparian forests. The Cosumnes is one of the only undammed rivers in the state, which allows for a whole host of unique habitats as well as the potential for natural process restoration on converted lands. TNC purchased an easement on a forested area, creating a “pocket preserve”, and began to perform more scientific studies of the area’s biodiversity. The research results showed that the region was much more biodiverse than originally assumed; the area is home to a multitude of migratory species, including songbirds, raptors, Sandhill cranes, and native resident and anadromous fish. Due to the nature of the dam-free river, the basin floods every year, which has largely prevented the encroachment of residential development. The region consists mainly of dairies and associated row crops, both of which are compatible with TNC’s target species.

Statement of opportunity and desired outcome:

Around the time TNC was looking to expand its project in the area, the Bureau of Land Management was looking for a Central Valley Project. Ducks Unlimited was also interested in the region, so a natural collaboration emerged between the three entities. The three group scollaborated to create the Cosumnes River Preserve, consisting of a mosaic of managed wetlands, native grasslands and forests, and compatible agriculture. At the core of the preserve there is now a Visitor’s Center with public trails and an interpretive program. The Department of Fish and Game and the County of Sacramento got involved as interest in the area grew. All these entities own land interests within the Preserve and the lands are managed cooperatively out of the Visitor Center through a Cooperative Management Agreement (CMA).

Approach:

The formal partnership developed when all five of the parties involved in the preserve realized that their fragmented methods of acquiring, managing, and utilizing land were inefficient and in some cases counter-productive. Since all the partners shared the same overarching vision, the CMA was relatively non-contentious. The agreement resulted in the formation of one central office with an operation manager, two wetland managers, one preserve manager, one project director, a land steward, ecologists, an outreach coordinator, a site coordinator, and seasonal interns. Initially, TNC was in charge of both the environmental education and site management; now the County runs the education programs, and a teacher from the City of Galt writes the curriculum. The BLM oversees the on-the ground day to day management, as well as finances the majority of the Preserve Manager and the two Wetlands Manager positions. Early on TNC funded half of the BLM Preserve Manager’s salary; Fish and Game has one preserve employee based out at the Visitor’s Center; DU funds half of one Wetland Manager position; TNC assists in overseeing the entire preserve, land acquisitions, threat abatement, land use planning, restoration, and land management. TNC positions include: operations manager, project director, regional ecologists, and site coordinator. Joint meetings are hosted with one representative from each preserve partner, and everyone has maintained the roles assigned to them in the original CMA.

Outcome:

The CRP today consists of 63 properties (close to 50,000 acres) including approximately 20 conservation easements. Initially the partnership worked extremely well, especially given the diverse organizations involved. The Preserve has certainly been successful in achieving partnership goals; over 10,000 school children visit every year, fully-accessible trails have been established, and the wetlands restoration has been very effective. However, over time the preserve has grown and the number of partner staff has fluctuated, leading to a shortage of personnel. As one potential solution, TNC is undergoing an assessment of long-term land tenure of its holdings and is considering transferring some of its easement and fee interests to BLM or other potential partners. TNC is also contracting with the Sacramento Valley Conservancy (SVC), the local land trust in the Cosumnes area, for easement monitoring.

The CMA has grown out of date as a result of the evolving level of interest by all parties involved. For example, BLM is now interested in owning more land in the preserve, and other partners are interested in reducing land holdings. Ongoing staffing issues remain a source of tension among the partners and the partnership has evolved dramatically in additional ways over its lifetime. This year the partners are fully reassessing the CMA for the first time since its development so that it will more accurately reflect the level of engagement, goals, and responsibilities of each partner. TNC is looking to serve as a low level partner providing the expertise and services that we do best: science support, active landownership, educational opportunities, and fundraising.

Lessons learned:

In this case, the initial partnership agreement was relatively easy to create; it is the maintenance of the relationships and responsibilities that has been difficult. Clearly, it is crucial to keep communication avenues open while experiencing staff turnover. Problems arise if the partners believe that duties are being shirked or that new staffers do not share the same passion for the project. Time and effort must be spent to establish trust among new staff members, make sure they are well-versed in the project history, and insure that they connect with the partners.

TNC must periodically evaluate mature projects to assess whether existing strategies are the most effective means of achieving goals. The CMA signed for the Preserve no longer accurately reflects the on-the-ground situation; if only the agreement had been reviewed on an ongoing basis, much partner tension could have been avoided. Partners who were once key landowners are now barely involved, while others have increased their holdings significantly. Everyone must set aside time and make the effort to review and update the agreement regularly to insure its validity.

Lack of communication can contribute to inefficient resource use. Since ongoing strengths and weaknesses were not discussed among partners, valuable time was spent requesting staff that was ultimately not necessary to the Preserve. Had there been a more collaborative discussion of staff expertise and needs, it would have saved the partners time and energy.

Traditional Success: Elkhorn Slough Foundation

Background and enabling conditions:

Elkhorn Slough harbors the largest tract of tidal salt marsh in California outside of San Francisco Bay. This ecological treasure at the center of the Monterey Bay coastline provides much-needed habitat for hundreds of species of plants and animals, including more than 340 species of birds. In the 1970s and '80s, TNC spearheaded efforts to protect Elkhorn Slough from the many threats to the area, including the possibility of a nuclear power plant, offshore drilling, and a large commercial marina. TNC began acquiring priority properties in the region, with the support of the local community. Residents in the area were indispensable to the conservation work by volunteering, donating land, and funding conservation. In 1982, The Elkhorn Slough National Estuarine Research Reserve (ESNERR) Advisory Committee, managed by the California Department of Fish and Game (DFG), created the Elkhorn Slough Foundation (ESF) to support programs on the Reserve and promote education, interpretation, research, and conservation of the Elkhorn Slough.

Statement of opportunity and desired outcome:

TNC was heavily invested in the area working with the community and other environmental organizations to actively pursue conservation initiatives. When a strong leadership candidate appeared, TNC realized that the time was right to assist in the development of an active local conservation organization. TNC had a large number of easements to monitor and land to manage; a sound local land trust with a similar vision would greatly further TNC's work in the area and potentially be a future transition partner.

Approach:

TNC provided funding to the ESF to establish a volunteer program in 1983. The program merged with ESNERR, facilitating grant and funding opportunities. The newly formed ESF hired the previously noted conservation leader to develop programs on the Reserve in collaboration with the DFG, with funding from the National Oceanic and Atmospheric Administration (NOAA). The initial inflow of funding allowed the ESF to rapidly expand conservation capacity, and TNC's early influence contributed to the development of a shared vision for the region.

Outcome:

TNC has not needed to acquire more land in the area since 1991, due to the significant expertise and capacity development in the ESF. In 1992, TNC contracted with ESF to manage 900 acres of Conservancy land and easements in the Elkhorn watershed. Since then the groups have successfully collaborated on a multitude of projects, with TNC assisting in land deals and ESF managing TNC-owned property in the region. The community outreach performed by the local land trust has significantly increased the conservation ethic among residents and school children. Hundreds of community volunteers have been trained through the original ESF volunteer program, as well as thousands of teachers through their curriculum development program.

Lessons learned:

Finding the right person to spearhead the development of a local conservancy is critical to success. Had there not been a well-connected, energetic, and respected person available (with a science background), the ESF would not have been created or grown nearly as fast. A good leader who not only embraces biodiversity, but can also mobilize a strong board and community of volunteers is a considerable enabling factor.

Transition with Easement Monitoring: Jepson Prairie

Background and enabling conditions:

The area encompassing Jepson Prairie has been a TNC priority since the 1970's. Located ten miles south of Dixon, Jepson Prairie is the premier—and one of the few remaining—vernal pool habitats and native bunchgrass prairies in California. TNC purchased the 1,566 acre site in 1980, and in 1982 dedicated the land as the Willis Linn Jepson Prairie Preserve. In 1983, TNC entered into a use and management agreement with the University of California Natural Reserve System (UCNRS) to encourage research and teaching on the prairie. The National Park Service designated Dixon Vernal Pools, of which Jepson is the centerpiece, a National Natural Landmark in 1987. All the accolades have created a strong assortment of interested parties with robust academic and scientific interests.

Statement of opportunity and desired outcome:

By 1997 the Solano Land Trust (SLT) had grown in capacity and expertise, making it an obvious candidate for property ownership. TNC also realized that the significant decisions regarding the property would be made by the Jepson Prairie Management Committee, as established in the 1983 Land Management Agreement between TNC and the UCNRS. TNC would maintain an advisory role on this Committee. While influence was limited, TNC became comfortable with transferring land ownership to the land trust, with the goal of encouraging local conservation organizations to take ownership of area natural resources.

Approach:

As part of TNC's ongoing efforts to transfer out sites to responsible third party groups where appropriate, in 1997 TNC donated the entire 1566 acre site to the Solano Land Trust. The Conservancy retained a conservation easement over the site to ensure that the site is managed in perpetuity for natural diversity.

Outcome:

Solano Land Trust assumed primary responsibility for the management of the land with the goal to preserve, protect, and enhance the habitat for native plants and animals. SLT works in partnership with TNC, University of California Natural Reserve System, Department of Fish and Game, and volunteers. The Jepson Prairie Management Committee meets quarterly to vote on research, recreational use, land management, and future management decisions. TNC retains one seat on the advisory committee, as well as providing staff to conduct yearly easement monitoring. The Reserve continues to be an innovative research and popular recreation site.

Lessons learned:

The Jepson Prairie Management Committee established in 1984 has a significant impact on the management of the Reserve. Over time various tensions have emerged regarding land management practices. Some Committee members have more experience in land management while others are more interested in on-site research opportunities. The grazing that serves an integral role in maintaining the health of the Reserve has been a point of contention, as have some potentially invasive research projects. Overall, the

board has functioned well in its management role, but it is important to acknowledge the diversity of opinions that can arise when board members have divergent goals for the Reserve.

Science Collaboration: Nelson Ranch

Background and enabling conditions:

The Nature Conservancy has long been interested in the Klamath region due to its unique habitat for anadromous fish. The Klamath River was once a significant territory for Chinook salmon and steelhead, but that habitat has been decimated by barriers to passage and non-compatible farming practices. These factors have led to several of the native fish being placed on the endangered species list. Top fish experts have been attempting to come up with solutions before the species go extinct, but private landowners who own the majority of river-front property have been resistant to granting scientific access.

The Nelson family, longtime ranchers and residents in Shasta Valley, had moved out of the area and leased their property to a local rancher. In 2005, a family member acting on behalf of the entire Nelson family, decided to consider selling the ranch, but only if its' natural beauty and ranching lifestyle would be preserved for future generations. The family cherished childhood memories at the ranch, and wanted to create an enduring conservation legacy in the area.

Statement of opportunity and desired outcome:

When the Nelson Ranch became available, it was the first opportunity TNC had to obtain access to a tier 1 priority site on the Shasta River. TNC envisioned preserving the site, researching, and restoring native habitat with partner organizations while implementing compatible farming practices. This was also an opportunity for TNC to develop closer ties with the local communities and build a stronger conservation ethic in the Shasta River region.

Approach:

In 2005 TNC independently purchased the 1,700-acre Nelson Ranch, which included five miles of Shasta River frontage for \$3.375 million after a joint deal fell through with a development company. TNC concluded that the best way to keep the ranch and its fragile natural areas intact would be to acquire the ranch outright rather than attempt to find another partner. TNC would then be able to partner with expert research institutions to develop and implement fish habitat restoration programs.

Outcome:

As a result of the deal, the ranch has continued to support the local agricultural economy and contribute to the county tax rolls. The unanticipated consequences of becoming a fee-holder at the last minute have been very positive for TNC. The local community has shifted their view of TNC from "city outsiders" to landowner and neighbor. The good press TNC garnered from the purchase has resulted in access to two neighboring tier 1 priority properties, as well as opened avenues of communication to local organizations and councils.

TNC has partnered with UC Davis, CalTrout, and Watercourse to conduct an inventory of natural resources on the property, investigate salmon and steelhead populations, and learn about water use in the region as it relates to private landowners. The Department of Fish and Game (DFG) and the Resource Conservation District (RCD) have also been involved in land management and outreach. This informal consortium of

partners, known as the Shasta River Conservation Science Consortium (SRCSC), has returned excellent results in the short time they have been collaborating on the Nelson Ranch. The group is well-organized for external success; the lack of formality in documentation is by design, enabling the partners to be agile when fundraising and researching.

TNC supported initial scientific studies on stream flow, water temperature, and other critical factors, at a cost of \$56,000. As an immediate result of the initial research investment, the Bureau of Reclamation awarded the SRCSC a \$360,000 grant to continue the work. While not all the partners share in the same exact set of goals, there is enough overlap to create a substantial “sweet spot” for project focus.

The reality is that there is an extremely urgent need to understand the thermal environment on the Shasta River; if the generational returns in many of the fish species get any lower, they will shortly be extinct from the region. By keeping formalities to a minimum, the SRCSC can move forward rapidly. The research performed prior to the acquisition of the Nelson Ranch is what made the priority mapping possible, and since gaining access to the Nelson property riverbanks the progress has been even greater. Two TNC staffers live at the ranch, and are supported by partner team members and TNC staff at the Mount Shasta office. TNC plans to be involved in research and monitoring along the Shasta River for the long term, which is why developing strong relationships with SRCSC partners and the local community is so vitally important.

Lessons learned:

Scientifically, TNC has an amazing opportunity to learn from simply holding the Nelson Ranch and supporting top-quality partner institutions in performing research and restoration activities.

Had TNC not had a strong relationship with the Nelson family, or been less willing to move nimbly when the need arose, the deal for the Nelson Ranch never would have materialized. Through resourceful leadership by the TNC Area Director, the deal was able to close in the short time frame needed by the sellers, even with some last minute snafus. Great conservation always requires respect, trust, and creative thinking.

Capacity-building Arrangement: Northcoast Regional Land Trust

Background and enabling conditions:

Having long recognized the conservation value of land along the North Coast, in 2004 TNC began an active search for potentially viable partners in the region. The Northcoast Regional Land Trust (NRLT) appeared to be a strong option because they had an engaged Board of Directors representing a diverse coalition of working landowners, civic and community interests. The NRLT, Save-the-Redwoods League, TNC, and other conservation organizations embarked upon a nine month planning exercise, moderated by a TNC employee. The planning area was so large that even after performing a 5-S analysis (using a large scale definition of “systems,” e.g., Coastal Dunes, Aquatics, Redwood Forests, etc.), it was too difficult to cross-link systems and agree on place-based sites. Even though no concrete conservation plan resulted from the exercise, good dialogue and relationships were created. This still left TNC pondering the questions of, “How do we reach consensus on Conservation Targets and a Conservation Action Plan?” and, “How do we develop a conservation infrastructure in the northwest tri-county (Humboldt, Del Norte and Trinity) area to help implement the CAP without establishing a physical presence?” The team decided to identify and cultivate a valuable local partner to help answer the questions.

Statement of opportunity and desired outcome:

Of the large number of participants in the planning exercise, the NRLT appeared to be the best prospective partner for the region. TNC looked to other land trust partnerships in other parts of the state like Feather River and Sierra Los Tulares to gather ideas for how to inspire vision alignment and facilitate conservation. The NRLT Board was in the process of finding a new Executive Director, and committed to taking action. TNC hoped to assist in developing the effectiveness of this local conservation organization so it could further conservation in the North Coast.

Approach:

In the due diligence investigation of the NRLT it became clear that lack of funding was a major roadblock to their conservation efforts. TNC help facilitate fund-raising on behalf of NRLT projects by calling on foundation officials, agency officials and assisting with Washington, D.C. lobbying efforts. TNC also decided to help directly with funding by negotiating a deal whereby a TNC manager would sit on the Board, on a one-year trial basis, in exchange for a one-time TNC donation to fund the land trust’s operating expenses. Prior to completion of these discussions, the NRLT Executive Director resigned for medical reasons.

The Board, having had very little direct interaction with TNC at this point in time, felt uncomfortable with TNC’s participation in the search for a new Executive Director. Therefore, the Board managed the search for an Executive Director on its own. Unfortunately, due to personal circumstances, this new Executive Director resigned within a year. The TNC Project Director was by then a nine-month veteran of the Board, and was invited to play an instrumental role in the second Executive Director search. The new Executive Director is a strong, well-qualified candidate with whom the full Board is comfortable. By assisting in the creation of a strong board with a capable Executive

Director, TNC has been able to facilitate the development of NRLT's conservation capacity.

Outcome:

TNC has been a positive influence in helping NRLT take steps towards Board and staff development, Land Trust accreditation, financial stability and fiscal responsibility. The NRLT will complete its first financial audit this year and new Board members are being identified and recruited. TNC has been asked to stay on the Board for a second term and has agreed to continue providing funding and training in an effort to continue building capacity and strengthening the conservation ethic in the area. The NRLT completed two land transactions in 2007, with TNC serving an advisory role.

Not everything has gone smoothly. Projects delays are not uncommon. For example, the Conservation Action Plan is now close to completion almost one year later than the target completion date. This is the result of both staff turnover at NRLT and TNC staff time constraints as priorities at TNC have evolved. An addition stress has been the NRLT team's perception of TNC as a huge organization with immense resources. They often request time and resources that TNC is unable to provide. This perception of TNC is hard to shake, especially from the perspective of a small, struggling land trust. The differing viewpoints are a source of some tension between the two parties.

Overall, the collaboration is accomplishing its goals: the new CAP will be a place-based plan, detailing specific sites, greatly enabling more organized protection efforts in the region; the network of landowners and other conservation partners along the North Coast has significantly expanded; TNC has been able to contribute meaningfully to Board training and discussions. In addition, there is now a movement towards the formation of a Humboldt County Open Space District, which will give the NRLT and TNC an even greater opportunity to influence the development of conservation infrastructure.

Lessons learned:

It is imperative that TNC be careful when making commitments. A large project requiring coordination across multiple disciplines may require setting lower partner expectations. As priorities change across TNC's functional disciplines, partner-building activities of the Project Manager may fluctuate in priority compared to other tasks.

Even when ground progress seems slow, the time spent cultivating relationships and getting to know local decision-makers can be invaluable to furthering conservation in any locale. In hindsight, it is also possible to see the jump in conservation capacity at the local level that has occurred for NRLT. There are clear indicators of success that make TNC aware of the value of our investment: there is a CAP in place, land acquisitions underway, and talk of a long-term public funding vehicle which would also greatly increase local capacity to do this work

Multi-lateral Innovation: Northern Sierra Partnership

Background and enabling conditions:

The Northern Sierra region has long been renowned for its significant biodiversity value and natural beauty. While these attributes have inspired conservationists, they have also encouraged incompatible development in the region's extensive private lands, placing pressure on the area's fragile ecosystems. In 2007 a prominent TNC trustee came to the realization that while many conservation organizations were working in the Northern Sierra, it could be more effective if they all worked together. The trustee recognized the possible conservation and fundraising synergy among the five partners; they had all worked in the area, independently and jointly, and had previously established relationships.

Statement of opportunity and desired outcome:

The Northern Sierra Partnership (NSP) is an innovative method of conservation, with the ultimate goal of broadening expertise, networks, and donor bases. The funding and institutional support needed to create such a complex entity was provided by the original visionary trustee, which allowed all five founding members (Feather River Land Trust, Sierra Business Council, The Nature Conservancy, Truckee Donner Land Trust, and the Trust for Public Land) to meet, negotiate, and come to a mutually agreeable consensus.

Approach:

The NSP is the result of many, many hours of work by TNC and partner staffers alike. Talks began in early 2007 between the diverse principal partners. While the organizations all have slightly different methods and scales of operation, they share many key common interests in conservation priorities, fundraising, and long term goals. These areas of overlap, or "sweet spots", were critical to establishing a meaningful partnership. All five founding partners had roughly 5 years of informal bilateral and trilateral relationships with each other; the pre-existing relations and trust provided the NSP with a solid foundation to work from.

Outcome:

The final partnership charter resulted from monthly meetings beginning in May 2007 and culminating with a signing on April 25, 2008. While necessarily complex, due to the number of parties and issues involved, the charter is an excellent example of an innovative and comprehensive TNC partnership. While time will tell what the ultimate results might be, at the time of publication, the NSP was off to a great start.

There are several ground-breaking elements contained within the charter. Besides delineating the roles and responsibilities of all partners, the charter clearly mandates methods of internal communication to avoid any miscommunication. The document also clearly establishes the partnership goals, which include community involvement and climate change mitigation. Both of these are undoubtedly in-line with TNC priorities, but have only recently begun to be formally incorporated into legal documents. Consensus-based decision-making procedures are plainly spelled out, optionally employing a sliding voting scale (A-F) so each partner can express the scope of their opinion.

Another innovation is the flexible structure of the partnership documents. The charter was “built to last”, and not meant to be amended on a regular basis. By placing many of the evolutionary portions of the agreement in the appendices, the NSP partners made the appendix the dynamic portion of the document. The appendices include a map of critical areas, fundraising goals and techniques, allocation principles, and project prioritization principles. All of these portions of the partnership will and should evolve over time; by isolating them from the main charter body, the partnership can retain a set of key core values while adapting new strategies and techniques as time passes. The final element, the strategic plan, will be the most frequently updated portion of the partnership. The strategic plan was not included in the original charter because of its continued evolution and time constraints on finalizing and signing the charter. The strategic plan is currently in development and will be approved by the partners in the near future.

The joint fundraising efforts required by the agreement added a significant degree of complexity to both the documentation and practice of the partners. The partners decided to utilize the fiscal management services of an independent outside party, the Resources Legacy Fund (RLF). The RLF will manage common funds as a fiscal coordinator, and provide other services, including strategic advice and a partnership coordinator. The RLF is a third-party, not a signatory of the charter agreement, so a separate MOU is being drafted between the NSP and the RLF.

Open avenues of communication are a source of innovation and strength in the NSP charter. While mandating regular meetings or conference calls (at least quarterly) and an annual retreat, the document encourages frequent updates and communication between partners. Currently the partners are meeting in person on a monthly basis, and in regular email contact, with the intention that allocation of money and decisions on potential projects will be made on a regular basis. The annual budget and document updates do not need to be addressed as frequently, so will be discussed at the annual retreat. By carefully establishing the minimum communication timeline, the charter manages expectations and organizes decision priorities.

Lessons Learned:

After completing and signing the charter, one of the first things the partners realized was the need for a method of quick decision-making. The charter-mandated meetings work for big cyclical decisions like the budget, but in the initial phases of the partnership many small to medium-sized decisions have arisen that must be dealt with quickly. To facilitate this, the partners have established a method of email querying that allows one member to instantly send a query to the others, and ask for a reply back within a specified time frame. In future TNC charter agreements this might be a good tool to incorporate into the original document.

While the charter does briefly mention the possible creation of a Campaign Coordinator (a wide-scale fundraising coordinator), NSP members quickly added clarifying details to that staff position. Due to the sensitive nature of sharing donor information it rapidly became apparent that there needed to be an unbiased staff member to serve as “Switzerland”, with access to the sensitive information and the authority to decide which partner has precedence over specific donors and prospects. After the Campaign Coordinator was hired, the fundraising negotiations moved more swiftly and smoothly.

Once immersed in the negotiation and development of the charter, all parties involved realized the need for a partnership coordinator. Due to the nature of non-profit work, even those with the best of intentions simply did not have a large enough chunk of time to devote to making the partnership happen. Fortunately, the partners were able to secure a RLG employee as a dedicated part-time partnership coordinator. Without a coordinator present to shepherd the document between partners and keep the project moving, the agreement may have never been signed.

Establishing trust around sharing donor information is critical to any joint fundraising effort. For the smaller partners, their large donors are what allow them to survive and operate. If, for whatever reason, a few large donors switched their alliance to another partner, that would be financially devastating. In order to deal with the inherent mistrust in donor pooling, the partners sat down and worked through an example of donor information sharing. Through this trust-building exercise, the partners were reassured that the process established in the charter would lead to a fair and equitable outcome.

Some partners were concerned that a common pool of funding might create the “Piñata” effect; the fund gets shaken and everyone scrambles to grab what they can for themselves. In order to manage fears and expectations, the partners went through a “mock allocation” exercise. In the model the partners had \$10 million to allocate, and \$15 million in total requests. Every partner was able to review the potential projects and then submit their allocation proposal. By sticking to the agreed-upon principles, every partner returned nearly identical proposals, with the three smaller partners getting 100% of their projects funded and the two larger partners receiving 50% of their requested funding. This trial went a long way towards allaying fears of unjust fund allocation.

Even though the charter stipulates certain roles and responsibilities for specific partners, questions still arose about who gets to make which decisions, necessitating role clarification. By drafting and distributing a memo pertaining to staffing roles a lot of the tension and ambiguity was eased. The hiring of the Campaign Coordinator also alleviated the tensions surrounding fundraising event planning and organization.

The formation of a complex entity like the NSP would have been incredibly difficult without great leadership; the concept started with the catalytic donor, in conjunction with innovative individuals at RLG which helped to secure the initial leadership gift. This early collaboration set the partnership in motion, and facilitated its progress towards tangible reality.

The placement of a TNC employee in the role of Executive Director of the NSP has significantly aided the partnership process. By hiring an experienced, well-respected, and inventive Executive Director, the NSP increased its chances for timely success. The effectiveness of the NSP results from working with top-quality people; there is no “weak link” among the five founders.

Public Entity Partner: San Diego County

Background and enabling conditions:

TNC is collaborating with partners to preserve San Diego County's biological diversity by creating an interconnected network of public and private conservation lands stretching from the coast to the mountains to the desert. TNC has moved very quickly to accomplish a large quantity of land deals; more than 28,000 acres have been protected so far. The booming San Diego population has placed an increasing strain on land and resources in the region, necessitating rapid conservation action. Implementation of the Natural Community Conservation Plan (NCCP), a policy designed to permit development on marginal lands while creating a network of conserved lands, has prompted the County of San Diego (CSD) to actively engage in conservation. In 1997, TNC began working with the county to acquire land that fulfilled both TNC's conservation priority criteria and the NCCP regional preserve system requirements.

Statement of opportunity and desired outcome:

As TNC rapidly acquired land and conservation easements, it seemed that the CSD would be the ideal entity to take over the day-to-day management duties. TNC simply does not have the staff or the funding to handle so much property, and the CSD wanted the land to fulfill their NCCP obligations. The partnership with the CSD was formed such that TNC would acquire priority properties and then transition them to CSD ownership and management.

Approach:

TNC sold properties, including the Ramona Grasslands and the Edwards Ranch, to the CSD and made sure a resource management plan was developed and put in place. In this way, TNC recovered our initial investment while still insuring that the land remained protected and well-managed.

Outcome:

Even with a shared vision and a TNC-facilitated resource management plan in place, the CSD's monitoring and maintenance efforts have not met the Conservancy's standards. The underlying problem is the unstable budgets of public entities coupled with pressure from public interest groups to open county lands for public use. Even with all the best intentions, if the money is not there, work cannot be completed. The other factor in the lack of management funding is the deterioration of partner relations resulting from staff turnover at both TNC and CSD. The Deputy County Administrator, who had worked closely with TNC to try to buy all of the remaining TNC Ramona Grasslands properties, retired. His successor was unwilling to pay in full for all the properties leading to a dramatic slowdown in the negotiations. Ambiguity in the NCCP language has also led to questions regarding whether the permit-holding party (CSD) is directly responsible for land management funding.

Currently TNC is working to establish long-term sources of management funding through regional ballot measures. Proposition A (2005) allocated \$4 million per year for the next 10 years to NCCP management and monitoring needs. Another sales tax measure will hopefully be on the ballot in 2012 to provide more funding; these leveraged strategies generate more funds and public support than attempting to get funding on a

project-by-project basis. Another solution would be for TNC to establish management endowments for the transitioned properties, albeit public agencies like the CSD prefer funding without strings attached. The CSD has so far not been willing to sign any fixed long-term management commitments, or allow for amendments in the face of budget cuts. This makes it difficult for TNC to transition more land to CSD with confidence since without binding agreements, public lands can be subject to the whims of political and budget cycles.

Lessons learned:

It is critical to establish who holds the responsibility for long-term project funding in the initial transition discussions. If each party assumes the other will contribute to the perpetual management of the property in question, inevitably disagreements will result.

A documented partnership maintenance strategy is extremely helpful when staff turnover occurs; a coordinated plan allows a new manager to pick up where the partnership was left off, instead of having to build relationships completely from scratch.

It is helpful to maintain consistency in land transition policy; TNC has at various times managed an endowment, given a lump sum to be used for management, or provided land with no management funding at all. If the management funding is not explicitly documented, partners may feel they are getting a bad deal.

A large influx of public funding for conservation must be recognized as a temporary boon, and not be counted on for long-term land management use. A public administrator may want to support conservation, but only policy makers and voters can make funding decisions.

Symbiotic Collaboration: Save the Redwoods League

Background and enabling conditions:

Since 1918, Save the Redwoods League (SRL) helped to purchase more than 180,000 acres of redwood-related land in California. The support of private members and foundations, public service organizations, and the State of California enabled the League to build and protect 53 redwood reserves. The TNC North Coast Director joined the SRL Board of Councilors in 2002. This facilitated a comfortable flow of information between TNC and SRL, and laid the foundation for a meaningful relationship.

Statement of opportunity and desired outcome:

It quickly became obvious that the vision overlap between TNC and SRL was significant and the informal collaboration linking the organizations could be utilized more effectively by both parties. It was clear that the League needed a science-based conservation plan, and TNC could help make that happen. At the same time, TNC would benefit by partnering with SRL, another conservation organization that advances similar priorities.

Approach:

By sharing TNC's Conservation by Design methodology with SRL's conservation planner, TNC assisted in developing a conservation masterplan for the League as well as fostering an open conservation dialogue. With a TNC Senior Manager still sitting on the Board of Councilors there was already a direct line of communication and established friendships. This informal sharing arrangement has allowed the two organizations to help each other in achieving conservation priorities along the North Coast.

Outcome:

Though no MOU has ever been signed, the unofficial partnership has been extremely effective. Not only does SRL now have a conservation masterplan that includes many TNC priorities, the partnership has also produced successful joint community outreach, advocacy and deal negotiations. Collaboration on the PALCO deal resulted in a plan to create and manage a preserve containing old growth redwoods, other native plants, and endangered species. Each party trusts the other, both because of the well-established staff connection and the shared conservation vision for Redwoods habitat. TNC has been able to imprint science-based conservation values, as well as encourage a large-capacity conservation organization to engage in strategic planning.

Lessons learned:

While some were worried about having a Senior Manager sitting on the SRL Board of Councilors, the synergy created by having a TNC staffer in direct contact with a partner organization has far outweighed any possible negatives. A standard conflict of interest form was signed; TNC protocol prevented the Manager from participating in the PALCO negotiations since both organizations were involved. Overall, the robust connection between parties has returned very positive results for both organizations.

Informal Assistance: Sonoma Agricultural Preservation and Open Space District

Background and enabling conditions:

TNC investigated potential partnerships with various land trusts in the North Coast region, looking for areas where the opportunity and need were high. TNC initially offered to provide The Sonoma County Agricultural Preservation and Open Space District (the “District”) assistance with acquisition funding and a well developed conservation plan. Since the District’s conservation program was already funded by a voter approved, 10-year, quarter-cent increase in the sales tax they did not need TNC’s funding services, however, they were interested in partnering with TNC’s science team to map important biological resources and develop conservation priorities. TNC’s science and mapping technologies helped the District determine their conservation goals, a majority of which overlap with TNC’s conservation priorities. This method of sharing scientific expertise saved the District money, kept lines of communication open, and helped the two organizations develop a strong working relationship.

Statement of opportunity and desired outcome:

In 2006 the District’s funding was due on the ballot for re-authorization. Beginning in 2004, TNC made resources available to assist the District in the re-authorization campaign. The passage of the sales tax measure would guarantee funding to meet the District’s objectives for another 20 years, something in the best interest of both the District and TNC.

Approach:

TNC assisted the District in polling, advocacy, and shepherding the measure through the November 2006 election. Project and External Affairs staff devoted time to creating a well-organized professional campaign, including participating in door-to-door solicitation. Since there was an established relationship with a high trust level between the partners, there was some documentation regarding goals but no MOU was signed.

Outcome:

The ballot measure passed in the November 2006 election by a wide margin. This ¼ cent sales tax amounts to only about \$3 dollars a month per person on average but accumulates to about \$15 to \$18 million dollars a year¹. This money is spent on land acquisitions, management, and outreach programs, the majority of which are aligned with TNC’s conservation goals. For TNC, the partnership was a huge success; a relatively small investment of time and energy returned a huge amount of funding towards priority areas and towards supporting a very strong conservation partner.

Lessons learned:

In order to expand the pool of public funding it is critical to establish good relationships with local land trusts and community leaders. Without our pre-existing relationship with the District, TNC may not have had the opportunity we did to engage in the re-authorization campaign and help it succeed. By cultivating and sustaining local

¹ Sonoma County Agricultural Preservation and Open Space District, found at: <http://www.sonomaopenspace.org/Content/10002/faq.html>, 2006.

networks over the long-term, TNC can contribute to meaningful conservation outcomes in ways that complement the skills and expertise of our partners.

Transition with Management Endowment: Santa Rosa Plateau

Background and enabling conditions:

Located in southwestern Riverside County, the Santa Rosa Plateau is a treasured open space in Southern California. It blends the region's largest expanse of native grasslands with wetlands, coastal sage scrub, chaparral, stands of rare Engelmann oak, and some of Southern California's last basalt-flow vernal pools. These pools provide the only known habitat for the Santa Rosa Plateau fairy shrimp, and serve as winter wetlands for green-winged teals and other migrating birds. The ecosystem sustains more than 50 dwindling species of plants and animals, including California Orcutt grass, San Diego button-celery, mountain lions, burrowing owls and southwestern pond turtles.

In 1984, after recognizing the unique value of the Santa Rosa Plateau, TNC began acquiring priority properties. In the 1990's, TNC partnered with Riverside County Regional Park and Open Space District (Riverside County Parks), the Southern California Metropolitan Water District (MWD), U.S. Fish and Wildlife Service (FWS), and California Department of Fish and Game (DFG) to acquire additional adjoining parcels. With these acquisitions, the coalition established the 8,300 acre Santa Rosa Plateau Ecological Reserve.

Following an initial management agreement among the partners involved, TNC served as the primary land manager with the other partners playing various supporting roles. In early 2000 TNC decided to consider transitioning the daily management duties; having protected the core of the Reserve and a significant number of the critical linkage properties, there did not seem to be additional value for TNC to add.

Statement of opportunity and desired outcome:

TNC had the chance to sell most of their holdings in the Reserve to DFG and transition away from daily management. The goal was to revise the management agreement to reflect the new engagement levels of the various partners; eventually TNC would solely control a management endowment, DFG would be in charge of resource and land management, and Riverside County Parks would run the recreation programs.

Approach:

TNC and DFG worked out an agreement where DFG would acquire TNC's holdings at a discount, and the money TNC received from the sale would be used to fund a management endowment. TNC manages the endowment, annually reviewing the DFG management proposal and allocating funds. A TNC staffer has stayed on site working closely with DFG; she will likely be transitioning to DFG staff in the future. Originally, when all 5 partners had active interests to protect, a coordinated management team made the most sense. Since currently the only hands-on management responsibilities are held by DFG and Riverside County Parks, the original management agreement should be revised to give more decision-making power to the primary partners. TNC still wants to play an engaged role in decisions regarding the preserve, but also recognizes that the other organizations don't want someone constantly scrutinizing their actions.

Outcome:

During the hand-off transaction with DFG, an outline for a resource management plan was drawn up, but details were never filled in and the plan was not completed. For

that reason, there have been disagreements between parties on how the preserve should be managed, and who should have access to the endowment funding. Riverside County Parks has been unhappy with the situation because it was not clearly communicated to them that the endowment was intended for land management purposes only, not to be used to fund recreational programs. This has resulted in tension between Riverside County Parks and TNC for withholding funds, and tension between Riverside County Parks and DFG for not sharing the TNC endowment funding. The fact that for many years TNC was heavily involved in the Reserve, subsequently reduced staff, and finally sold the land has led other partners to believe that TNC 'deserted' and now wants to get back into the project.

TNC has offered to fund the development of a comprehensive resource management plan, if DFG and Riverside County Parks will contribute and approve the document. All partners have agreed to execute a revised management agreement by the end of 2008, with the idea that the primary responsibilities of the partnership will be reduced to the three organizations which still hold significant interests in the Reserve (i.e., DFG, Riverside County Parks and MWD-MWD continues to retain mitigation obligations associated with the Reserve) with TNC and FWS playing secondary roles. TNC's roles are to lead the development of the resource management plan for the Reserve and continue overseeing the management endowment for the Reserve. In addition, FWS and TNC would serve as technical advisors to the other partners on various issues concerning the Reserve.

The resource management plan is on track to be completed in the next 18 months, in order for the whole transition to be completed by 2010. TNC will continue to hold the management endowment, and allocate funds to DFG's management projects as delineated in the resource management plan for the Reserve.

Lessons learned:

It is crucial to always have a detailed transition plan, which includes a comprehensive long-term resource management plan. TNC must anticipate and prepare for the time when another organization becomes the land manager. When a mutually agreed upon plan for the future management of a property exists, transitions occur much more smoothly than without. A partner may be driven by goals other than biodiversity conservation; alternative goals must be jointly recognized and factored into all planning documents. Therefore, goal and vision communication is critical to establishing a good relationship and creating a viable transition plan.

TNC tends to be proactive at determining conservation priorities and acquiring properties, but at times fails to invest the same amount of energy in maintaining partner relationships. While focusing on new deals is important, so is sustaining previous relationships. Sometimes partners have a difficult time dealing with TNC bureaucracy, especially when the partnership is critical decision making. TNC needs to be aware of that and try to address it with appropriate actions. For example, when a partner organization sends their Executive Director to a meeting, TNC needs to send a decision-maker as well or risk harming the relationship between the two organizations.

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Big Sur Land Trust-TNC Cooperative Agreement for the Violini Ranch

Cooperative Agreement

This Cooperative Agreement ("Agreement"), dated as of December 20, 2007, is being entered into by and between The Nature Conservancy, a District of Columbia non-profit corporation ("TNC"), and the The Big Sur Land Trust, a California nonprofit corporation ("BSLT"), collectively, the parties ("Parties"), with respect to the following matters:

RECITALS

A. TNC is a private, non-profit 501(c) (3) international conservation organization, dedicated to ensuring the preservation of the full spectrum of California's natural diversity by protecting biologically sustainable ecosystems, exemplary natural communities and threatened animals, INC has extensive experience in creating and monitoring bio diversity-related conservation easements and

B. BSLT is a private, non-profit 501(0)(3) organization dedicated to conserving the significant lands and waters of the Central Coast. BSLT directs a working landscapes initiative focused at preserving rangelands in Monterey County.

C. BSLT and TNC are collaborating to conserve, maintain and restore lands within certain portions of Monterey County, including Carmel River watershed and other nearby lands. BSLT is seeking to expand its expertise in creating, owning and monitoring biodiversity-protective conservation easements in the Monterey County area.

D. BSLT has entered into an agreement pursuant to which J.J. AND H. VIOLINI CO, • A - PARTNERSHIP and J.J. & H. VIOLINI as their interests appear of record ("Landowner") is granting to BSLT a conservation easement (the "Easement") over certain real property located in Monterey County, California, also referred to as the Violini Easement, as more particularly described in Exhibit 1 (the "Property").

E. The Parties intend the Violini Easement project to reflect the collaborative relationship of the Parties and the Parties' mutual conservation goals and objectives for the region. The Parties intend to coordinate communications about the project in the spirit of cooperation and maintaining consistent messaging,

F. The Parties agree the relationships with the family and access to the land present philanthropic opportunities that will benefit both organizations, and that such relationships must be carefully stewarded by both Parties.

In order to further its cooperation with BSLT, TNC agrees to assist BSLT in gaining the expertise to own and monitor conservation easements focused primarily on biodiversity protection, and also desires to make a grant of funds to BSLT to establish a permanent endowment for monitoring the Easement (the "Endowment") and BSLT agrees to grant TNC

. Violini Cooperative Agreement final12/20/2007

access to the Property in accordance with BSLT's rights under the Easement for TNC to conduct fundraising and other activities on the Property.

AGREEMENT

Now, therefore, in consideration of the above recitals, and the mutual covenants and conditions contained herein, TNC and BSLT hereby agree as follows:

1. Shared Credit for Project. Prior to the date the Easement is recorded in the Official Records of Monterey County California (the "Recording Date") and thereafter, TNC and BSLT agree to characterize the purchase of the Violini Easement as a joint project between the two Parties in all written materials, including signage, press releases, and other public outreach Materials, as well as in other public communications, such as commemorative events. Prior to the Recording Date and for six (6) months thereafter, the Parties agree work together on and obtain each other's approval of press releases and related materials prior to their release.

2. Access A regiment, After the Recording Date, to the full extent BSLT is permitted access to the Property pursuant to the Easement, BSLT shall grant TNC access to the Property no less than one (1) time per year for at least ten (10) years for certain visits and fundraising events as follows: (a) informal "Friend-raising Visits" to the Property by TNC with potential donors, agency staff members, community leaders and/or other key influentials; and (b) formal "Fundraising Events" intended to develop support for TNC's efforts in the region through outreach to potential public or private funders or donors. TNC shall notify BSLT of its intent to visit the property for "friend-raising" purposes at least five (5) business days in advance of the date of the visit and shall coordinate formal "fundraising" events with BSLT at least fifteen (15) business days in advance of the date of the event. Within 60 days of the Recording Date, the Parties shall prepare a development plan governing the first 24 months after the Recording Date that reflects anticipated needs for both Parties' access to family and/or land consistent with number of tours permitted in the Easement. TNC shall abide by all the terms of the Easement in the course of its permitted access to the property.

3. Management of the Easement. BSLT will own the Easement and will be responsible for monitoring and reporting of easement conditions annually, and any and all enforcement obligations. Subject to the limitations set out in this Agreement, for a period of three (3) years following the Easement Recording Date, TNC employees or contractors ("TNC Staff") will assist BSLT in performing compliance monitoring for the Easement one time annually; including making residual dry matter ("RDM") measurements and calculations as set forth in the Easement. TNC Staff shall, if requested by BSLT, provide active training of BSLT staff in monitoring and RDM measurements during this annual compliance monitoring activity, provided that TNC Staff time shall not exceed a total of forty (40) hours per year. TNC shall not be required to monitor the Property for trespass. Within 60 *clays* of each annual monitoring event during this three-year period, TNC will provide to BSLT a summary report of the findings and related information, including an RDM report. If at any time TNC finds any apparent breach of the Easement terms, TNC will report such breach to BSLT within a reasonable time thereafter.

It shall be BSLT's sole responsibility to maintain and pursue any enforcement actions pursuant to the Easement. After the three (3) year period, BSLT will thereafter provide to INC, within 60 days of its completion, a copy of the results of its annual compliance monitoring, including RDM monitoring results, a summary of any actions taken, such as scientific studies or habitat restoration activities, and any identified violations.

4 Grant and Establishment of Endowment: TNC agrees to make a grant to BSLT (the "Grant") in the amount of One Hundred Thousand Dollars (\$100,000) to establish a permanent non-wasting endowment, the earnings from which will be used by BSLT to monitor the Easement. Concurrent with the Recording Date, BSLT and TNC will execute a grant agreement in the form attached hereto as Exhibit 2 (the "Grant Agreement") pursuant to which TNC will make the Grant to BSLT. TNC may fund the Grant at any time in its reasonable determination but shall fully fund the Grant no later than three (3) years after the Recording Date. The Grant shall be governed by the Grant Agreement.

5 Future Transfer of Easement. If BSLT desires in the future to transfer ownership of the Easement to another party, BSLT will notify TNC of the intent in advance of any decision to do so and consult with TNC regarding appropriate easement holders, •

6 Costs of Enforcement. The prevailing party in any litigation for breach of or to enforce this Agreement shall be entitled to payment by the other party of the court costs and attorneys' fees and expenses which are incurred by the prevailing party in connection with such litigation (whether incurred at the trial, appellate or administrative level), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California disregarding principles of conflict of laws.

8 Notices. Any notice or other communication required or permitted to be given to any party hereunder shall be in writing and delivered personally or sent by reputable overnight commercial courier or by regular mail, return receipt requested, as follows:

If to BSLT: The Big Sum Land Trust
 126 Clocktower Place, Suite 101
 Carmel, CA 93922
 Attn: Legal Department
 Fax: 831-625-0716

If to TNC:

And to:

The Nature Conservancy
201 Mission Street, 4th Floor
Attn: Legal Department
San Francisco, California 94105
Fax: (415) 777-0244

The Nature Conservancy
Attn: Monterey Project Director
99 Pacific Street, Suite 200 0
Monterey, CA 93940
Fax: 831-333-1736

Notice shall be deemed to have been given (i) upon delivery, if delivered personally, (ii) on the business day following deposit with a reputable overnight courier, if delivered by such courier, (iii) three (3) business days following deposit in the United States Mail, first class postage prepaid, in each case properly addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. As an additional alternative form of delivering a notice pursuant to this Agreement, any party may give a notice to another party by telecopier or facsimile transmission (by "fax"); provided, however, that any notice given by fax must also be given in one of the other methods set forth above, and each notice delivered by fax shall be deemed given on the date of successful transmission, unless the transmission is completed on a non-business day, or after 5:00 p.m. on a business day, in the recipient's time zone, in either of which cases it shall be effective on the next following business day.

9. Time of Essence. Time is of the essence of this Agreement and each provision herein contained.

10. Counterparts. This Agreement may be executed in two counterparts, each of which shall constitute an original and taken together shall constitute one and the same Agreement.

11. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, successors and assigns.

12. Waiver. Any waiver by either party to this Agreement of any provision of this Agreement must be given in writing. No waiver shall be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision respecting any future event or circumstance.

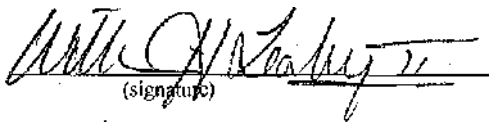
13. Headings. The headings used in this Agreement are for convenience only and shall not determine the interpretation, construction or meaning of this Agreement.

14. Certification of Signatories. Each of the undersigned signatories represents and certifies that he/she is authorized to sign on behalf of the party for which he/she is signing, and that no additional signatures are required for such party to carry out the activities contemplated herein,

In witness whereof, TNC, and BSLT have signed this Agreement by the respective authorized officers as set forth herein to be effective on the date executed by the County.

Big Sur Land Trust,
a California non-profit corporation

The Nature Conservancy,
a District of Columbia non-profit corporation

By: 
(signature)
Name: William H. Leahy
Title: Executive Director

By: _____
(signature)
Name: _____
Title: _____

Exhibit 1

Property Description

Exhibit 1

Property Description

Real property in the unincorporated area of the County of MONTEREY, State of CALIFORNIA, described as follows:

PARCEL I:

THE SOUTHEAST 1/4 OF SECTION 4, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL II:

ALL OF SECTION 9, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL III:

THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL IV:

THE WEST 1/2 OF SECTION 15, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL V:

THE NORTH 1/2 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, AND THE NORTH 1/2 OF THE NORTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL VI:

THE WEST 1/2 OF SECTION 22, THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL VII:

ALL OF SECTION 16, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL VIII:

THE SOUTHEAST 1/4 OF SECTION 17, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL IX

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL X

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 17 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

APNs: 417-121-006 417-
121-014 417-121-020
417-121-021 417-
121-022 417-121-023
417-121-024 417-
131-001 417-131-014
417-131-015 417-131-
058 (portion)

Exhibit 2

Grant Agreement

PRIVATE GRANT AGREEMENT

Accounting Information
TNC Center No: 2050029081-0015
Monterey Acq.- H. Violini
TNC Account No: 5076

December 20, 2007

The Big Sur Land Trust
126 Clock Tower Place, Suite 101
Carmel, CA 93922

Re: Grant No.CA-BSLT-12-2007

Dear Mr. Leahy,

We are very pleased to inform you that The Nature Conservancy (the "Conservancy") has agreed to make this Grant to The Big Sur Land Trust, a California nonprofit corporation ("Awardee") in the amount not to exceed One Hundred Thousand Dollars, \$100,000.

I. OBJECTIVE

The purpose of this Grant is to fund Awardee's easement monitoring endowment for the Violini Ranch easement purchased in Monterey County, California. Specifically, Awardee shall use the grant funds to establish an endowment to monitor compliance with the easement terms.

II. TERM

The Conservancy shall disburse a first payment of \$50,000 in grant funds to Awardee no later than June 30, 2008. The remainder (\$50,000) shall be disbursed no later than three (3) years after the date the Easement is recorded in the Official Records of Monterey County California.

REPORTING

in addition to the easement monitoring report required by the Cooperation Agreement dated December 20, 2007 between Awardee and the Conservancy, for three years following receipt of the first payment, Awardee shall submit an annual financial report using the attached format ("Exhibit A"), due no later than July 31 of each year. The final financial and programmatic report will be due no later than July 31, 2011. All reports should be addressed to:

The Nature Conservancy
Attn: Finance Department- Grants Specialist
201 Mission Street, 4th Floor
San Francisco, CA 94105

IV. EXPENDITURE LIMITED TO DESIGNATED PURPOSES

Grant funds may be spent only in accordance with the provisions of the Awardee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

The Conservancy may monitor and evaluate the Awardee's activities, which may include visits by Conservancy personnel and agents, discussions with Awardee's personnel, and review of financial and

other records and materials related to the activities financed by this Grant in an effort to determine whether Awardee's activities meet the Conservancy's funding objectives.

V. PROVIDING FUNDS TO OTHERS

The Awardee is prohibited from using the Conservancy's funds and/or assets for grants to others without the Conservancy's written permission.

VI. DISCLOSURE OF INTERNAL CONFLICTS OF INTEREST

The Awardee must disclose to the Conservancy any proposed use of funds and/or assets for activities in which there is an apparent or actual conflict of interest between the Awardee and its employees, board members, or close relatives of the Awardee's employees or board members and make such expenditure subject to prior Conservancy approval.

VII. NOTIFICATION OF CHANGE IN STATUS

The Awardee must notify the Conservancy immediately of any change in the Awardee's corporate status or operations as a tax-exempt entity, or of any material judicial, legislative or administrative proceeding instituted against the Awardee.

VIII. PROCUREMENT

The Awardee will follow its own policies with regard to documentation of procurements and maintain that documentation in their organization's grant files. If the Awardee does not have written procurement policies, it must retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation will include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

IX. RECORDS AND AUDITS

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Award to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of three years after the final expenditure report is submitted.

The Conservancy and its auditors (internal and external) will have access to all records relating to the award for three years after the final financial and programmatic reports for the award have been submitted to TNC, unless local law requires a longer retention period.

The Awardee shall be responsible for reimbursing for any disallowance of any expenditures related to the work the Awardee has performed.

X. SEGREGATION OF COSTS

The Awardee will segregate the costs of the project described herein from other projects that it currently administers.

XI. TITLE TO AND USE OF PROPERTY

Title to any property purchased with Award funds vests in the Awardee. The Conservancy may not be charged for use of any property purchased with Grant funds.

XII. INTELLECTUAL PROPERTY LICENSE

Title to any Materials developed with Grant funds vests in the Awardee, with the Conservancy getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials, or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this Agreement. The Awardee agrees to provide the Conservancy with copies of the Materials at no cost.

XIV. ACKNOWLEDGMENTS

The Awardee agrees to acknowledge the Conservancy's and support of the project, including funding contributions and sponsorship, on all media announcements, programs and publications.

XV. ASSIGNMENT

This Award may not be assigned by the Awardee in whole or in part without the prior written consent of the Conservancy.

XVI. NO AGENCY

No legal partnership or agency is established by this Award. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

XVII. TERMINATION AND REMEDIES

The Conservancy shall have the right to terminate this Award by giving 30 (thirty) days written notice to the Awardee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy the Awardee defaults in performance of Awardee duties under this Award, whether for circumstances within or beyond the control of the Awardee, the Conservancy may immediately terminate this Award by written notice to the Awardee. Upon receipt of the termination notice from the Conservancy, the Awardee shall take all necessary action to cancel outstanding commitments relating to the work under this Award. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay of any obligations incurred by the Awardee that could not reasonably be canceled.

XVIII. LOBBYING AND POLITICAL CAMPAIGNING

Awardee shall not use any portion of funds transferred under this Award to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this agreement.

Awardee shall not use any portion of funds transferred under this Award to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

XIX. LIABILITY

Awardee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this Program. Awardee agrees to indemnify and hold the Conservancy harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by the Conservancy arising out of work performed by the Awardee under this Award, or arising out of any act or omission of the Awardee.

XX. USE OF CONSERVANCY NAME/LOGO

The Awardee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except to the extent the work performed contemplates their inclusion in the final work product.

XXI. CONFIDENTIAL INFORMATION.

During the course of the performance of this Award, the Awardee may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Any such information acquired by the Awardee shall not be used, published, or divulged by the Awardee to any person, firm, or corporation or in any advertising or promotion regarding the Awardee or the Awardee's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

XXII. TAXES

The Awardee agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Conservancy on behalf of the Awardee, or employees of the Awardee. If appropriate, the Conservancy shall report all fees paid to the Awardee to the IRS on Form 1099.

XXIII. COMPLIANCE WITH LAWS

The Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Award: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Award; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of California and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

XXIV. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO

TERRORISTS A. The Awardee hereby certifies:

1. The Awardee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The Awardee will take all reasonable steps to ensure that Awardee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
3. Before providing any material support or resources to an individual or entity, the Awardee will consider all information about that individual or entity of which it is aware or that is available to the public.

4. The Awardee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. "Terrorist act" means:
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

C. In the event that any material misrepresentation in this Certification is discovered during the term of this Grant, the Conservancy may elect to declare this Grant null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Awardee's address listed on page 1.

XXV. CERTIFICATION FOR CONFLICT OF INTEREST DETERMINATION

The Awardee certifies that the information it has provided on the Attachment entitled "Disclosure Form" is true and correct to the best of the Awardee's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Award, the Conservancy may elect to declare this Award null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to the Awardee for work satisfactorily completed against such damages. The balance of amounts payable to the Awardee for work satisfactorily completed, if any, shall be paid to the Awardee. Notice of termination shall be given to Awardee's address listed on page 1.

XXVI. DUE DILIGENCE

The Conservancy may request copies of documents to ensure that Awardee meets the criteria of a non-profit conservation organization and that the Awardee meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee's bylaws and articles of incorporation. Awardee agrees to notify TNC immediately of any change in Awardee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee that may affect the commitments and obligations agreed herein.

Due Diligence — NGOs and Land Trusts

PARTNER SELECTION DUE DILIGENCE

**Screening NGOs and Land Trusts at the
Outset of a Partnership**



PARTNER SELECTION DUE DILIGENCE

The Partner Capacity Task Force's Recommendation #1 directed that the Conservancy requires a systematic approach to partner selection. This recommendation aims to start the Conservancy's partner relationships off right by ensuring that Operating Units have a realistic understanding of the partnership's possibilities and constraints. Oftentimes in our current approach, the constraints are not obvious until the partnership is formed and investments into conservation strategies have begun to slow. Addressing constraints, or at least characterizing them at the beginning, will avoid the need to marshal resources mid-project to rescue conservation outcomes.

The dialogue between the Conservancy and its prospective partners allows both parties to enter into the relationship with enhanced comprehension of each other's goals for the collaboration, but more importantly, identifies issues which could complicate joint efforts. Sometimes informal interviews with the prospective partner and other institutions in the area/country are conducted, but these conversations vary greatly in the rigor, breadth, and quality. A formal partner selection process will accrue the following benefits:

- More accurately calibrate the shared conservation agenda with a partner to the partner's conservation and organizational capabilities to deliver results towards the agenda;
- Increase conservation returns on investment by eliminating surprises, i.e. capacity gaps, which arise during implementation;
- Avoid costly, reactive remedies to capacity gaps by developing a capacity-building workplan simultaneously with a conservation workplan at the beginning of a partner relationship;
- Reduce costs associated with staff turnover by logging key partnership decisions into the Conservancy's institutional record;
- Increase efficiencies for OU staff by taking the guesswork out of partner selection;
- Provide OUs with an easy framework for sharing positive and negative outcomes from their partner selection decisions;
- Take the mystery out of our partner selection process for our partners by allowing them to understand the criteria and factors which drive our decisions to enter into partner relationships.

Four broad categories frame the screens that Operating Units currently use to make decisions to enter into partner relationships: Values, Conservation, Organizational Effectiveness and Legal. These screens are listed in **Table 4**.

TABLE 4: PARTNER SELECTION DUE DILIGENCE

<i>Values</i>
1. Foundation Values: What are the partner's key values (science-based, community-based, collaborative, process-driven, results-oriented, etc.)?
2. Partnership: What are the potential benefits to the partner of working in partnership versus working alone on his/her organization's stated mission and goals?
<i>Conservation</i>
3. Mission: Does the partner have a mission that has a clear overlap with the Conservancy's mission?
4. Priority Setting: How does the partner determine what conservation programs and activities to undertake?
5. Measures: How does the partner measure the results of its conservation actions? What have been the results?
6. Programs: What are the partner's major program areas? Does the partner have the technical skills to implement joint projects (single area and multi-area)?
7. Portfolio Concurrence: What specific conservation areas in the relevant ecoregional portfolios will the partnership benefit?
<i>Organizational Effectiveness</i>
8. Board of Directors/Leadership: What is the current formulation of the Board (number of Board members, length of term, skill diversity, connections to key constituencies)?
9. Strategic Plan: Does a partner have a strategic plan that guides the development of operating plans and activities?
10. Fundraising: What are the partner's primary fundraising approaches and scale of funds generated?
11. Financial Management: What is the partners risk level as determined by the sub-recipient monitoring Risk Assessment Tool?
12. Relationships: Describe the other partnerships that the partner currently and historically has maintained (number, type of agency/organization, purpose, result, etc.)
<i>Legal Situation</i>
13. Incorporation: Is the partner legally incorporated in the jurisdiction in which it is active?
14. Bylaws: Does the organization's corporate charter allow for the conservation activities we are likely to engage them on?
15. Power of Attorney: Who in the organization has the legal authority to sign binding agreements with TNC?
16. Pending Actions: Is the partner currently involved in an adversarial legal proceeding or have liens against its property/assets?

Guidelines for Conducting Partner Selection Due Diligence

The items listed above are not meant to be a comprehensive list of points that address each Operating Unit's information needs as they make determination about beginning partner relationships. Operating Units vary in size, political and cultural context and should expand the scope of their initial dialogues with prospective partners to accommodate local situations. Rather, the sixteen screens represent the *minimum* level of due diligence Operating Units must perform before making their final decisions about new partnerships.

Relationship Managers: The Due Diligence process is a component of TNC's Partnership Development Cycle. At this point in the cycle, the screens described in the Due Diligence process are being applied in a broader conversation between TNC and the potential partner. OUs' discussions with potential partners at this point in the Partnership Development Cycle should also be transmitting information on topics such as

- ❖ an overview of The Nature Conservancy,
- ❖ TNC priorities in the OU,
- ❖ TNC's global learning network,
- ❖ Conservation tools, methods, etc. which may be helpful,
- ❖ Key issues and stumbling blocks TNC has experienced in its work in the area where the potential partner is active.

Note: This should be a two-way conversation, with the Conservancy doing a lot of listening. The points highlighted above do not represent the entirety of the conversation, but key data points that the partner should know about us.)

OUs should assign a Relationship Manager to structure the Due Diligence process and coordinate the diverse TNC team that may take part in the process. The facilitator should design the process, including the number and types of engagements, a discussion agenda for each, assigning and coordinating the involvement of TNC staff (conservation, philanthropy, legal, etc.) The Relationship Manager ensures that all issues on the agenda are covered, records additional issues that TNC or the partner raises and documents the information pertaining to the Due Diligence process. The Relationship Manager can be the OU Director, the Partnership Specialist, or a conservation staff person with primary responsibility for the geography in which the partner is active.

Partnership Profiles: In addition to understanding the sixteen factors described above, OUs should study the Pilot Partner Profile and use that tool in tandem with the Partner Selection Due Diligence process. The Profile informs the Due Diligence process by highlighting the outcomes that the Conservancy is seeking from this process, the level of conservation activity the Conservancy expects to achieve with the partner and the level of financial support that joint projects could expect.

Decisionmaking: The Due Diligence process does not produce a decision. Rather, it produces important information inputs into an OU's decisionmaking process. The Due Diligence process is purposefully non-quantitative, as a numerical outcome does not assist an OU which is balancing several issues when deciding whether or not to launch a new partnership. In sum, the Due Diligence process is not a replacement for an OU's

decisionmaking process, nor does it limit an OU's discretion about entering into partnerships. The value of the Due Diligence process is to yield better informed decisions.

Documentation: The information generated by the Due Diligence process must be documented by TNC. Documentation will allow OU staff to return to a fresh account of the findings when the decision point comes. Documentation also allows new OU staff to orient more quickly to the partnerships that are at the foundation of our collaborative work.

Document date: August 11, 2004

Northcoast Regional Land Trust: Limited Scope Memorandum of Understanding

Memorandum of Understanding

Between

The Northcoast Regional Land Trust and The Nature Conservancy

Introduction

This Memorandum explains the nature of the cooperative relationship between Northcoast Regional Land Trust, a California nonprofit corporation, and The Nature Conservancy, a District of Columbia non-profit corporation, through its California field office, in accomplishing their mutual conservation goals.

Recitals

The Northcoast Regional Land Trust mission is dedicated to the protection of working farms, forests, and grazing lands, and to the preservation and protection of land for its natural, educational, scenic and historic values.

The mission of The Nature Conservancy is to preserve the plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive.

The Northcoast Regional Land Trust and The Nature Conservancy share common conservation goals in Humboldt and Del Norte Counties and the surrounding region.

The Northcoast Regional Land Trust and The Nature Conservancy share an interest in creating a partnership based upon integrity, mutual respect, trust, reciprocity, clarity, specificity, transparency, accountability, and flexibility.

The Northcoast Regional Land Trust and The Nature Conservancy agree on management accountability at all levels to help ensure strong productive relationships with leading organizations from the public, private and nonprofit sectors and to disseminate the experience to others in each organization.

The Northcoast Regional Land Trust and The Nature Conservancy share common methods for preserving natural areas and compatible organizational values.

The Northcoast Regional Land Trust and The Nature Conservancy have complementary skills and assets.

The Northcoast Regional Land Trust has a local presence and The Nature Conservancy has a state-wide presence, thereby allowing the organizations to complement each other and help each other achieve mutual goals.

Purposes/Objectives

This cooperative relationship (hereinafter referred to as the “partnership,” provided, however, that use of the term “partnership” shall mean the cooperative relationship described herein and shall not be construed as referring to or creating a separate legal entity of any kind, including, without limitation, a partnership under California Corporations Code Section 16100 et seq.) is designed to assist the Northcoast Regional Land Trust’s effort to become fully sufficient in fundraising, media and public relations, stewardship, and land protection capacity and to assist The Nature Conservancy in its effort to achieve its mission and the objectives of the Humboldt-Del Norte Conservation Vision. The Northcoast Regional Land Trust and The Nature Conservancy enter into this Memorandum formalizing a one-year trial partnership to determine whether the stated purposes of each organization can be better achieved through more formal cooperation between the two organizations.

Roles of the Organizations

The role of the Northcoast Regional Land Trust is to effect local conservation and to grow and develop into a strong, sustainable organization. The role of The Nature Conservancy is to assist the Northcoast Regional Land Trust develop its’ organizational capacity and effect local conservation of important ecological resources found in the region. The North Coast Regional Land Trust and The Nature Conservancy will assist each other, as appropriate, in the joint cultivation of relationships with key landowners and organizations, influential persons and elected officials in the region that further our collective mission of protecting important places and resources in the region.

In the course of the partnership, both organizations will work toward implementing portions of the 2004 Humboldt Del Norte Conservation Vision, a joint venture among The Northcoast Regional Land Trust, Save-the-Redwoods League and The Nature Conservancy. In addition, during the term of this memorandum, the two organizations will work together to produce a Conservation Action Plan for the Northcoast Regional Land Trust’s area of operations. The Conservation Action Plan will identify and prioritize opportunities for conservation but will not obligate either party to undertake work on such opportunities. Such efforts will be a subset of each organizations overall efforts in conservation.

Work Plan to Create a Joint Northcoast Regional Land Trust and The Nature Conservancy Conservation Action Plan

Before January 30, 2007, the Northcoast Regional Land Trust and The Nature Conservancy will develop an activity-based plan that includes major actions, responsible implementing party, responsible funding party, and a timeline for working together to produce a Conservation Action Plan for the Northcoast Regional Land Trust’s area of operations. The Conservation Action Plan will identify and prioritize opportunities for conservation but will not obligate either party to undertake work on such opportunities.

The Parties shall promptly review the work plan with appropriate Board members and/or senior management and work toward finalizing it.

Due to prior obligations of its staff members, The Nature Conservancy does not anticipate commencing work on the Conservation Action Plan until July 1, 2007.

Regarding Private and Public Fundraising

While neither organization should expect to share their donor list due to confidentiality issues, there may be donors who are interested in both organizations. In order to encourage donors, both public and private, to perceive our efforts as cooperative, The Nature Conservancy and the Northcoast Regional Land Trust agree to discuss plans for fundraising on any joint project so that we do not both approach a same funding source simultaneously to fund a similar project. In the event that either group perceives that there is "competition" for a given donor or funding source, the two organizations will discuss which is the best positioned to request funding based on relationships with key persons at the funding source, previous requests, history with the prospect, or any other relevant information that would best position one organization or the other to receive a grant. In some cases, The Nature Conservancy and the Northcoast Regional Land Trust may agree that the best strategy for approaching a donor is to submit a joint proposal. In this case, the two organizations will discuss who is best to be the lead on the request.

Decision-making

The Nature Conservancy has named George Yandell as the partnership manager to represent and commit The Nature Conservancy, subject to TNC policies, procedures, and delegations of authority.

The Northcoast Regional Land Trust board represents and commits The Northcoast Regional Land Trust.

Both organizations agree to develop specific agreements for joint land protection activities that involve joint financial exposure or other risk.

Nomination to the Northcoast Regional Land Trust Board

In order to more closely align the Parties' interests, to facilitate communication, decision-making and the development of its organizational capacity, the Northcoast Regional Land Trust has nominated George Yandell, in his capacity as The Nature Conservancy's partnership manager, to the Northcoast Regional Land Trust Board (the "Board") for a term commensurate with this Memorandum. The Nature Conservancy's representative will share the same rights and responsibilities of any other non-executive Board member, and will be expected to attend at least 75% of all regularly scheduled Board meetings in person. In the event that any claim is made against the Nature Conservancy, its representative to the Board, the Northcoast Regional Land Trust or the Board in connection with acts or omissions of the Board or The Nature Conservancy's representative to the Board, any loss, damage, expense or liability arising out of any such claim, including for attorneys fees in defending such claim or litigation arising from such

claim, shall be satisfied from the assets and insurance of The Northcoast Regional Land Trust. Any errors and omissions insurance maintained by The Nature Conservancy shall be secondary to any and all insurance maintained by The Northcoast Regional Land Trust. The Northcoast Regional Land Trust represents that it has and covenants that it shall maintain errors and omissions coverage for the Board with coverage of not less than \$1,000,000.00 per occurrence.

Communications

Initial contacts on new issues will come to and from the Executive Director of The Northcoast Regional Land Trust and the partnership manager of The Nature Conservancy. Either organization may delegate further communications to staff and volunteers as appropriate.

Both organizations agree to meet, via conference call or in person, at least bi-monthly to review progress, identify priorities, and plan future work.

Dispute Resolution

Both organizations will seek to avoid disputes by frequent communication, joint decision-making and other good business practices. In the event that the organizations cannot agree on an issue requiring agreement, the organizations may engage a third-party mediator mutually acceptable to both organizations to help find agreement. It is recognized that while the two organizations have much in common, there are also many differences regarding the way the two organizations prioritize work, move to action, make decisions, and communicate to their respective constituents. Both organizations agree to work, to the best of their ability, to honor and respect these differences and work in a good faith effort to overcome any disagreements in order to serve the larger conservation mission to which both organizations are committed.

Termination of This Memorandum

This Memorandum will remain in effect for one year from the later date of signature. Either organization may terminate this Memorandum with 30 days written notice.

Risk and Responsibility

Each Party agrees that it will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Party or the results thereof. Each Party, therefore, agrees that to the extent it may legally do so, it shall assume all risk and liability to itself, its officers, employees or agents, under this Memorandum, for any claims, damages, losses, judgments, expenses or other costs including litigation costs and attorney's fees, arising out of, in connection with, or resulting at any time from any and all causes due to any act or acts, negligence, or failure to exercise proper precautions, of or by itself, or its own officers, employees or agent, in the performance of this Memorandum.

Execution of the Memorandum

The parties hereby agree to abide by the terms of this Memorandum, dated this ____ day of December, 2006.

Jim Petruzzi (date)
Executive Director
Northcoast Regional Land Trust

Mark Burget (date)
Executive Director
The Nature Conservancy, California Field Office

Island Conservation Partnership Approach: One Example of Success

Island Conservation Partnership Approach Final Draft August 7, 2008

Purpose

This partnership approach documents how Island Conservation becomes and remains a partner of choice to organizations around the world with which we must work necessarily under cooperation schemes. The ultimate objective is to pursue our mission: to prevent extinctions and preserve island ecosystems. This document is for the Island Conservation staff and board, to help them formulate strategies, orient a cooperative working style, and implement projects with partners.

Rationale

Island Conservation works to restore islands worldwide, yet we own no islands anywhere in the world. And because we are working with endangered species and using lethal methods to eradicate invasive alien species, we will need to obtain permits from regulating agencies. Also, many islands have local communities or stakeholders who feel a keen sense of ownership for the islands, surrounding waters and their biota. In not a few cases we work in foreign countries that exercise a jurisdiction on the islands where we work. Finally, our projects are complex by nature, always requiring the coordination with other organizations, institutions, and suppliers. That means that wherever we work, in 100% of our projects, we will be working with partners. So, a key word to define IC working style is cooperation, in frank opposition to competition.

Partners will choose to work with us (or not) based largely on our reputation built up in previous projects with other partners, or based on their prior experiences working with us. That makes our reputation and our virtues as partners a most precious asset that we must develop, safeguard, enhance and consciously manage. We earn our reputation as a partner of choice through our overt actions, authenticity, congruency, consistency, and deliberate management.

The personalities, contacts and personal reputations of staff are assets of IC and are often leveraged to gain traction for IC projects. The reputation of IC is the sum of the organization's history and the individuals that represent it.

Reputations are fickle. They take years to build, but a moment to destroy. They take care, attention and continual diligence. This document lays out core principles which guide our long-term strategy and daily actions toward establishing Island Conservation as a partner of choice for island owners, managers, permittees, national governments, local stakeholders and funders.

Elements of the Reputation

As we go about our work to restore islands with deliberate and conscious attention to partnerships, these elements of our reputation will emerge:

1. **Island Conservation is easy to work with.** We consistently exhibit professional, solution-oriented, confident, reliable, empathetic behavior in scoping, selecting, planning, permitting and implementing projects.
2. **Island Conservation is highly competent.** We have deep expertise in designing and conducting all aspects of island eradications. We have the best people on staff or we know where they are. We publish key papers in prestigious journals to help advance the field of island restoration.
3. **Island Conservation provides full-solution packages to solve island managers' restoration needs.** We have expertise in all phases of island eradication sufficient to solve island managers' problems with invasive alien mammals.
4. **Island Conservation's work emanates from solid science, unassailable data and verifiable results.** We use our expertise in science and our results-based approach to ensure that our projects are intelligently designed with respect to non-target and target species, to conduct pre- and post-project evaluations, to accumulate direct expertise and to learn from each restoration project as an experiment.
5. **Island Conservation brings valuable resources to restoration projects.** We can bring data, experience, confidence, relationships, compliance process knowledge, hands-on and scientific expertise and sometimes funds to help provide financial leverage. We continually build on the

experience and learning from each project, applying what worked well on one to the next, and not moving forward with actions that do not work. Further, through our connections in the global conservation community, we bring a broader perspective of island conservation from expertise around the world.

6. **Island Conservation is adaptable.** We take an adaptive management approach to projects, and being less rigid with approach or style allows projects to change to the situation or information presented or observations in the field, increasing probability of success. We make decisions using a scientific, experimental approach.
7. **Island Conservation is a long term partner.** Based on all the above, together with a humble attitude, and thanks to IC generously sharing merits and prestige of all the successes, our partners will look to us for future projects.

Guiding Principles

Role Clarity

First ask what we can do for the partner to add value to their work, then consider what we need from the partner. We aim for clear role definition with our partners to ensure that all partners know and can deliver what we expect from one another. At the same time, we must be flexible and open to redefine roles as the very dynamic situations of island conservation projects demand.

Respect

We never say bad things about our partners. We stand up for our partners in their time of need and when we represent the partnership to other people.

Empathy

Our partners have difficult jobs. They are often starved for money, answer to many disparate stakeholders and have immense responsibilities. We routinely consider their viewpoint and situation and put ourselves in their perspectives to make informed, balanced decisions. We ask a partner to give only what they are able to give, and avoid unreasonable requests.

Generosity

Give credit to our partners for their efforts and accomplishments. Put our name and logo last when naming partners. At the end of the project, recognize the partners for what they've done and highlight the accomplishments through publications and announcements.

Transparency

We deal plainly and openly with partners to instill confidence and enhance the relationship. While not naïve about our proprietary information and corporate assets, we do take care to share what we can with partners to help improve the project at hand and future projects.

Flexibility

We provide solutions to complex problems. Sometimes that means looking at plans in a new way, re-thinking our approach, adapting and coming up with novel solutions. We put together very sound operational plans, and use our deep experience, and leveraging experience of our global colleagues, to anticipate different scenarios. Sometimes we need to use our experience to develop new angles, work spontaneously and create novel methods to get the project done. As we are developing a new area of very specialized work and knowledge, we enhance and applaud creative thinking.

Commitment and Accountability

We commit only to what we can deliver, and we deliver what we promise. We consistently follow through and by doing so we develop a reputation for complete confidence and reliability.

Future Orientation

There will always be a tomorrow. There will always be another island to restore. There will always be another permit to gain. There will always be the need to get funding. We take the long view of building increasingly strong and productive relationships with partners toward a better next project and a better future.

Observing Boundaries

They are our partners, they are not us. They bring different abilities, resources, and perspectives. And they play a different and indispensable role in the project. We let our partners do their jobs. We support them when necessary and in appropriate ways, and we avoid jumping in to do their work for them when they encounter trouble. While we never let a partner fail, we nevertheless realize when to assist without taking over their role.

Tactical Approach

- 1. Find the right partner.** We need to partner with the right organization. While partnerships have become very popular, they often form without the right reasons underpinning them. We partner with organizations that have a *substantial, indispensable role* to play in the project. Usually, our partners will be the owner of the island, the permitting agencies, other government agencies, the local community and funders. We may also partner with researchers, other conservation organizations and vendors. We avoid adding superfluous partners just because we can or because they want to link up with us.
- 2. Find the right people in the partner organizations.** Many times the partner will assign staff to our project. We make the most of these situations to help that person excel in their position. And also we seek out allies and supporters within the partner organizations, and we develop relationships at multiple levels to help the project gain and keep momentum. It is amazing how an agency can turn from taciturn, reluctant and immovable to a positive force when we connect with the right person who wants to see the project happen.
- 3. Appoint the right person from our organization.** We clearly designate a lead person from IC to the partnership, we charge that person with the necessary authority, and we back them up at all levels of the organization.
- 4. Feed the relationship.** Any relationship requires care. We nurture our relationships. We communicate frequently to maintain open channels, we share successes and joys, we share troubles and we recognize our partners' efforts. When managing institutional relationships we do it in a coordinated way, the right hand always knowing what the left one is doing. We predefine a line of command to relate properly with third parties.
- 5. Make it fun.** Our work is among the most rewarding employment anyone can find anywhere. We keep this in mind and make opportunities to highlight the satisfaction and reward of preventing extinctions and protecting island ecosystems. We take our work sincerely, but never seriously, and we maintain our perspective on the nature of our project.

- 6. Be yourself.** The individual professional reputations of IC staff, their personalities and contacts are often used to gain traction with new partners. Be cautious in self introductions – stating one’s past achievements may sound arrogant in some contexts. Where possible, have others make introductions that involve past accomplishments and send out materials outlining previous relevant projects in advance. Use collective terms that relate to IC (e.g. we, our team) when discussing past achievements of the group to place the focus on IC. We gain trust and strengthen working relationships through positive social interactions outside of meeting rooms, but it may not be appropriate in all situations. Invite social interactions if you feel comfortable with the person, but don’t push it.
- 7. Establish and maintain good partnership practices.** We gain agreements in writing (memoranda of understanding, charters, implementation agreements, etc). We establish clear, indisputable objectives according the unique role of each partner. We clearly articulate how to make decisions, how to manage through times of difficulty, and how allocate the flow of funds, both sources and uses. The best time to argue over money is before there is any, so we establish the working principles of the partnership early on.
- 8. Exhibit patience.** Most of our partners will be giant federal and state bureaus. Rarely if ever will every person in those agencies be completely aligned with the goals of the project, or as expert in the work that we do. as we hope they will be. Only sometimes will the agency be able to move as quickly as we would like, as they have a broader set of responsibilities. Therefore, we have to exhibit patience with our partners, recognizing that their organizations move with different degrees of congruence at a different pace than we who are solely focused on island restoration and are small, which gives us the luxury of agility and quickness.
- 9. Weather the first disagreement.** Every project, no matter how meticulously planned, will hit rough spots. The partnership itself will also hit a patch of disagreement. When we make it through this patch, we use the recovery period to strengthen the partnership. We are very proactive about doing recovery tasks, including the explicit and honest

recognition of our faults or mistakes. Once we've weathered the first argument, the partnership has become more real. March onward.

Basic Behavior Toward Partners

1. Listen to understand, then talk.
2. Focus on the situation, issue or behavior, not on the person.
3. Maintain the self-confidence and self-esteem of others.
4. Maintain constructive relationships.
5. Take initiative to make things better.
6. Be congruent, say what you think, and do what you say.
7. If we are leading, lead by example.
8. If we are assisting or following, back the leader generously.
9. Give always the extra mile.

Receiving/Giving Feedback to/from Partners

1. Define a meeting in advance. Never give or ask for feedback without setting a meeting for the purpose.
2. State and look for the constructive purpose of the feedback.
3. Provide feedback to achieve together the objective, to make a more efficient team job and to increase mutual confidence.
4. Describe specifically what you have observed.
5. Describe your reactions.
6. Make it always a two way road. Offer and listen to specific suggestions.
10. Summarize and express your support and gratitude for the constructive feedback.

Common Pitfalls and Resolutions

Issue	Prevention and Treatment
Misunderstandings not dealt with in a timely manner	Frequent communication Spend time together Identify and treat issues early
Personality conflicts	Frequent communication Spend time together
Volunteers or staff moving on and new faces moving in	Orientation and welcome Spend time together In-depth partnership briefing for new staff
Changing organizational priorities	Annual evaluation and planning Frequent communication Spend time together
Re-packaging properties or other land protection deal conflicts	Create project agreement for each land protection project that involves shared risk
Deals in the high-priority areas don't come together	Frequent communication Annual evaluation and planning Patience, realization that there will be setbacks
Too many high-priority deals ripen at once	Frequent communication Joint priority setting
Necessary funds cannot be raised	Frequent communication Annual evaluation and planning to recalibrate priorities
Donors in common	Advance notice of intent to solicit Annual evaluation and planning Third party review of donor roll

Figure 1 Adapted from Sierra Los Tulares-TNC Partnership Owner's Manual

TNC CA Place-based Partnership Manual
Appendix 3: Templates

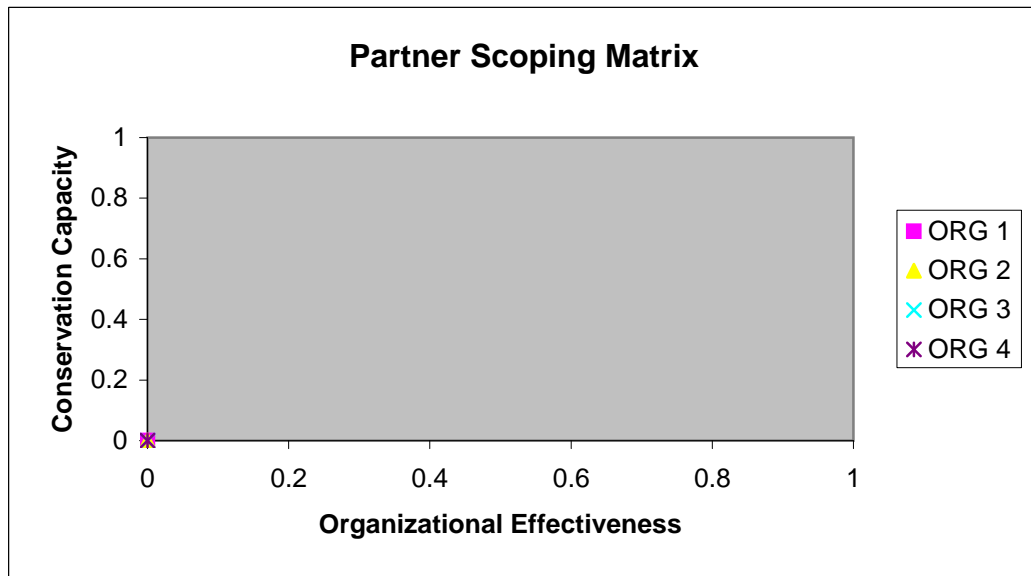
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Partner Scoping Chart

Name of Organization	Non-governmental organization?	Vision/Level of Interest				Conservation Capacity								Organizational Effectiveness				Total Potential Partnership Score		
		Alignment with biodiversity conservation vision for area	Interest in partnership with TNC in conservation of area	Interest in supporting role in conservation of area	SUBTOTAL	Community outreach	Real estate transactions	Water rights transactions	Habitat restoration	Land/water management	Conservation planning	Research & monitoring	SUBTOTAL	Leadership (e.g. board, exec. director)	Track Record (e.g. successful projects)	Fundraising & Financial Sustainability	External Relations (e.g. county, state, federal govt)		SUBTOTAL	
Factor Weighting		1.0	2.0	1.0		2.0	1.0	2.0	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0			
ORG 1	Y/N	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
ORG 2	Y/N	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
ORG 3	Y/N	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
ORG 4	Y/N	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?

Partner Scoping Matrix

Potential Partner	Interest	Capacity	Org Effect
ORG 1	#NAME?	#NAME?	#NAME?
ORG 2	#NAME?	#NAME?	#NAME?
ORG 3	#NAME?	#NAME?	#NAME?
ORG 4	#NAME?	#NAME?	#NAME?





Partnership Agreement Contract Template

MODEL CONSERVATION PARTNERSHIP AGREEMENT BETWEEN THE NATURE CONSERVANCY AND [FULL NAME OF PARTNER]

THIS CONSERVATION PARTNERSHIP AGREEMENT ("Agreement") is entered into this ____ day of _____, 200_ between; [FULL NAME OF PARTNER] ("PARTNER") a [SPECIFY TYPE; e.g. non-profit] organization established under the laws of [COUNTRY] with its principal place of business at [ADDRESS], [COUNTRY], represented by [REPRESENTATIVE], [TITLE]; and THE NATURE CONSERVANCY ("TNC"), a District of Columbia, USA, non-profit organization with its principal place of business in Arlington, Virginia, USA, represented by [OPERATING UNIT DIRECTOR], [OPERATING UNIT] Program Director; collectively referred to as "the Partners."

WHEREAS, [PARTNER] is a [SPECIFY TYPE; e.g. non-profit] **(if partner is NOT a non-profit, please consult with your attorney)** organization principally dedicated to [SPECIFY MISSION; e.g. biodiversity conservation and the sustainable management of endangered habitats] in [COUNTRY];

WHEREAS, TNC is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the purposes of preserving plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive and by assisting non-governmental organizations in other countries, such as [PARTNER], by improving their capacity to conserve biodiversity and the natural systems necessary to sustain biodiversity; and duly registered in [COUNTRY] on [DATE], as appears on [DESCRIBE REGISTRATION.]

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the conservation of biodiversity in [COUNTRY]; and for this reason this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial and institutional collaboration in the area of biodiversity conservation.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

I. RESERVED

II. OBJECTIVES.

TNC and [PARTNER] agree to the following mutual objectives for the term of this Agreement:

These are EXAMPLES ONLY; please add what is appropriate for your Partner.

- A. CONSERVATION: TNC and [Partner] will collaborate on shared priorities to conserve biodiversity. These conservation projects will consist of, but will not be limited to the ecoregions of [COUNTRY/SITE]. The projects will be focused on, but not limited to ecoregional planning, planning for conservation sites, social aspects of conservation, and development of legal mechanisms for conservation of lands. The Partners will exchange data, information, literature and whatever other information that is pertinent to the objective of conservation.
- B. INSTITUTIONAL STRENGTHENING: TNC and [PARTNER] will collaborate to strengthen the institutional capacity of [PARTNER], in order to design and implement conservation strategies.
- C. FUNDRAISING: TNC and [PARTNER] will collaborate on fundraising in [COUNTRY] and the United States in order to obtain shared strategies on the conservation of biodiversity.
- D. LAND ACQUISITION: TNC will work with [PARTNER] for the selection and purchase of individual Tracts in critical conservation areas to be determined by the Partners.
- E. CONSERVATION POLICY AND COMMUNICATIONS. TNC and [PARTNER] will work on the development and communication of science-based data, information and expert opinions to improve decision making regarding biodiversity conservation, as well as communications that will improve public awareness and support for conservation.
- F. TNC and [PARTNER] will maintain long-term protection on the selected conservation lands to ensure conservation of the biological resources.
- G. TNC and [PARTNER] will collaborate to establish Property Use Restrictions and/or use other legal mechanisms to guarantee the protection of Tract selected by [PARTNER] and TNC.
- H. TNC and [PARTNER] will coordinate conservation priorities and adequate tools to accomplish those priorities.

III. CONSERVATION PURPOSES.

Both Partners agree and acknowledge that all funds transferred under this Agreement will be used solely for conservation purposes and TNC's ecoregional planning priorities.

IV. TNC'S RESPONSIBILITIES.

These are EXAMPLES ONLY; please add what is appropriate for your Partner.

- A. TNC will participate in conservation projects in collaboration with [PARTNER].
- B. TNC will provide technical assistance, opportunities for training in conservation planning, instrumentation of conservation strategies and organizational strengthening.
- C. TNC will supply financial support for shared priorities, such as, but not limited to, ecoregional planning, planning for conservation sites, management of sites, legal research and protection of lands (subject to the disbursement of funds and internal approval).
- D. TNC will collaborate annually on the production of a joint work plan with [PARTNER].

- E. TNC will provide [PARTNER] with technical and financial assistance in the purchase of certain Tracts and will work with [PARTNER] in defining, drafting and creating Property Use Restrictions over Tracts.
- F. TNC or a third party selected by TNC will have the right to monitor any Property Use Restrictions on the Tracts to ensure that the Tracts remain in conservation in perpetuity.
- G. TNC will continue to coordinate with [PARTNER] in the identification and cultivation of prospective donors in [COUNTRY] and the U.S. in order to achieve the objectives listed above.
- H. TNC will provide [PARTNER] with technical assistance, which may include but is not limited to the following: institutional development, financial management, fundraising, protected areas planning and management.
- I. Prior to each real estate project, TNC will lead discussions with [PARTNER] to design a financial plan for the long term financial sustainability of the area which will be acquired.
- J. TNC will maintain a high level of communication and provide constructive and timely feedback to optimize the effects of the efforts undertaken under this Agreement.
- K. TNC will assist in joint implementation for conservation activities in [COUNTRY].

V. [PARTNER]'S RESPONSIBILITIES.

These are EXAMPLES ONLY; please add what is appropriate for your Partner.

- A. [PARTNER] will participate in conservation projects in collaboration with TNC
- B. [PARTNER] will produce financial and technical reports of the donations received, in accordance with the dates and conditions stipulated in the [SPECIFY] agreements, and when TNC requires them.
- C. [PARTNER] will participate in conservation projects previously agreed upon for activities such as ecoregional planning, site management, and legal research into protection of lands and waters, between others, and collection of such protections.
- D. [PARTNER] will collaborate annually on the production of a joint work plan with TNC.
- E. [PARTNER] will work with TNC in the acquisition of certain Tracts.
- F. [PARTNER] may hold title of ownership to the Tracts acquired pursuant to this Agreement.
- G. [PARTNER] will work with TNC to create and register all Property Use Restrictions on all of the Tracts to which [PARTNER] will acquire pursuant to this Agreement. TNC, or a third party selected by TNC, will have the right to monitor the Property Use Restrictions to ensure that the Tracts remain in conservation in perpetuity.
- H. [PARTNER] shall prepare an estimate of the management costs of the Tract(s) which shall be mutually agreed upon by TNC and [PARTNER] for the first [NUMBER] years of [PARTNER]'s ownership of the Tract(s). With the support of TNC, [PARTNER] will fundraise for future management of the Tract(s).

- I. [PARTNER] will maintain a high level of communication and provide constructive and timely feedback to optimize the effects of the efforts undertaken under this Agreement.
- J. [PARTNER] will communicate and share information with TNC regarding conservation activities in [COUNTRY].
- K. [PARTNER] will work to promote public awareness of the importance of maintaining environmental quality in [COUNTRY].
- L. [PARTNER] will work to promote soil conservation methods in [AREA] to reduce soil erosion, soil slippage, degradation of watershed areas.
- M. [PARTNER] will work to promote the development of alternative businesses and economic activities within [AREA] that are sustainable and environmentally friendly for the community.

VI. DUE DILIGENCE.

TNC may request copies of documents to ensure that [PARTNER] meets the criteria of a non-profit conservation organization and that [PARTNER] meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of [PARTNER]'s bylaws and articles of incorporation. [PARTNER] agrees to notify TNC immediately of any change in [PARTNER]'s corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against [PARTNER] that may affect the commitments and obligations agreed herein. [PARTNEER] agrees to provide all such documents to the Conservancy

VII. RESERVED.

VIII. PRINCIPAL CONTACTS.

The Principal Contacts for each of the Partners will be:

[PARTNER]:

[PARTNER'S PRINCIPAL CONTACT]
[TITLE]
[ADDRESS]
[PHONE]
[EMAIL]

TNC:

[TNC'S PRINCIPAL CONTACT]
[TITLE]
[ADDRESS]
[PHONE]
[EMAIL]

Any such Principal Contact may be changed from time to time by advance communication from its respective Partner to the other Partner.

IX. INFORMATION SHARING/USE OF INTELLECTUAL PROPERTY.

- A. The Partners will explore means of achieving unfettered access to biodiversity and conservation information on [COUNTRY]. Under the provisions of this Agreement, [PARTNER] and TNC may produce documents, reports, studies, and maps as well as product-specific documents (collectively "Works") using data in the databases or produced by the joint efforts of the Partners. Unless otherwise agreed to by the Partners, the copyright and other intellectual property rights in any such Works will belong to the Partner that produces the product.
- B. The Partners warrant to each other that they have not and covenant to each other that they will not infringe the intellectual property rights of others in the performance of this Agreement.
- C. If the Works are jointly produced by [PARTNER] and TNC, the copyright and other intellectual property rights to the Works will be owned jointly by [PARTNER] and TNC. In this case, neither TNC nor [PARTNER] will publish or distribute the results of the Works without the previous consent of the other Partner, and without recognizing the participation of the other in the publication. [PARTNER] and TNC will agree on where to direct all profits to the jointly produced Works if licensed, assigned or sold for profit.
- D. If the Work is produced jointly, each Partner should ensure that the other Partner possesses or receives a copy of the generated Work.
- E. NAMES AND LOGOS OF TNC AND [PARTNER]. The names and logos of The Nature Conservancy and [FULL NAME OF PARTNER] are trademarks; as such, they may not be used for any external purpose without the prior express written permission of their owners.

X. TITLE TO AND USE OF SUPPLIES AND EQUIPMENT.

During the Term of this Agreement, title to any supplies and equipment purchased by [PARTNER] with TNC funds vests in [PARTNER] with TNC, and if applicable any additional donor, receiving free irrevocable license to use. [PARTNER] agrees to maintain such supplies and equipment in good working condition and properly insured. A list of equipment purchased with a cost of US\$5,000 or more per unit and a useful life of more than one year must be maintained and submitted to TNC on a yearly basis. Upon termination of this Agreement, title to any supplies and equipment purchased by [PARTNER] with TNC funds shall be transferred to TNC, who, at its sole discretion, will make the final decision regarding the disposition of the supplies and equipment.

XI. TERM.

This Agreement will begin on _____ ("Commencement Date") and will remain in effect until _____ ("Expiration Date"), or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by TNC and [PARTNER] prior to the Expiration Date.

XII. SUCCESSOR ORGANIZATIONS, BANKRUPTCY, & NOTIFICATION.

- A. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the Partners and to their respective successors and assigns, and includes any successor or assign of any Partner under this Agreement.

- B. Either Partner may terminate this Agreement immediately upon written notice from the terminating Partner if any one or more of the following events occurs and is continuing:
 - 1. If either Partner is adjudicated bankrupt or insolvent, and such adjudication continues undischarged or unstayed for a period of 120 days;
 - 2. If either Partner makes an assignment for the benefit of creditors, or either Partner applies for or consents to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property;
 - 3. If either Partner institutes or consents to (by petition, application, answer, or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceedings relating to it; or any such proceedings are instituted (by petition, application, or otherwise) against either Partner and remain undismissed or unstayed for a period of 120 days.
- C. OBLIGATION TO NOTIFY. In the event that any of the aforementioned events occurs, the affected Partner will provide the other Partner with written notification within five (5) business days from the time such event occurs.

XIII. TERMINATION.

- A. Either Partner will have the right to terminate this Agreement by giving thirty (30) consecutive calendar day's written notice to the other Partner of intent to terminate. Upon receipt of the termination notice from the terminating Partner, the other Partner will take all necessary action to cancel outstanding commitments relating to the work under this Agreement.
- B. Either Partner will have the right to terminate any Grant Letter (as such term is defined in this Agreement) by giving thirty (30) consecutive calendar day's written notice to the other Partner of intent to terminate. Upon receipt of the termination notice from the terminating Partner, the other Partner will take all necessary action to cancel outstanding commitments relating to the work under the Grant Letter. Grant Letters referenced in *Section XVII* may be terminated without affecting the validity of the overall Agreement.
- C. Except as indicated in Sections XXI and XXII of this Agreement, in the event of termination prior to the originally agreed upon expiration date, the terminating Partner will pay any obligations incurred under this Agreement by the other Partner that could not reasonably be canceled, provided the obligation has been approved by the terminating Partner.
- D. RESERVED

XIV. RESERVED.

XV. AMENDMENTS.

This Agreement shall become binding when signed by the Partners. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the Partners relating to the work set out above. No amendment shall be effective except in writing signed by both Partners.

XVI. ANNUAL PLANS

The Partners may undertake an annual planning process to be completed each year of this Agreement on [DATE]. This annual planning process will produce annual plans which will outline the goals and responsibilities of each Partner ("Annual Plans").

XVII. TRANSFER OF FUNDS.

Notwithstanding any language to the contrary, this Agreement does not obligate either Partner to provide funding or fund-raising support of any sort. Any funding or fund-raising support must be specifically outlined in signed Grant Letters ("Grant Letters") that may reference the terms of this Agreement but will constitute separate agreements. Grant Letters will be attached to this Agreement in Annex B. Models of Grant Letters are attached in Annex A. Grant Letters shall be signed by both Partners and will outline the uses of the funds, which accompany them and serve as acknowledgements of receipt of funds. Funds transferred under a Grant Letter may be spent only in accordance with the provisions of the Grant Letter. Any funds not expended or committed for the purposes of the specific Grant Letter must be returned to the Partner providing funding.

XVIII. MONITORING.

- A. **RECORD KEEPING.** Each Partner will maintain complete and accurate records containing all information required for verification of use of funds under this Agreement. No provision of this Agreement requires either Partner to disclose to the other Partner any information that would violate any applicable privacy laws.
- B. **REPORTING.** Reporting shall be specified in each individual Grant Letter.
- C. **AUDITS:** The Partner granting funds retains the right to audit or to contract an independent contractor to audit the use of the funds provided to the other Partner under this Agreement (including the right to examine, copy, and audit any and all records referenced in *Section XVII* above). Such audit shall take place during normal business hours unless the Partners agree otherwise. The scope of this audit can include the review of the relevant terms of this Agreement; the use of all funds transferred under this Agreement; and—in case the audit reveals the existence of a breach, or in the event that, with the passing of time and/or the realization of a notification, a breach will be inevitable—to specify the nature and period of existence of the breach; and, in order to correct the breach, what methods the Partner in breach has taken or is advised to take. Any audit of this type is carried out at the expense of the Partner who contributes the funding, and after written notification to the Partner who receives the funding.

XIX. RESTRICTED SUPPORT.

- A. **OTHER RESTRICTED SUPPORT.** Each Partner understands that funding transferred under this Agreement may be partially provided through other restricted support and that the receiving Partner will be responsible for ensuring that all work is carried out in compliance with the rules associated with this other restricted support.
- B. Each Partner agrees to inform the other Partner of any and all rules, requirements, regulations, and laws associated with any restricted support provided under this Agreement.

XX. COMPLIANCE WITH LAWS.

The Partners agree, represent, and warrant that in connection with any business transaction contemplated by this Agreement, they will comply with all U.S. or [COUNTRY] laws and regulations (including, but not limited to anti-bribery statutes) and will not take any actions that might cause the other Partner to be in violation of any U.S. or [COUNTRY] laws and regulations (including, but not limited to anti-bribery statutes).

XXI. MATERIAL SUPPORT AND RESOURCES TO TERRORISTS.

[PARTNER] hereby certifies that the information provided in Annex C entitled Certification Regarding Material Support and Resources to Terrorists - The Nature Conservancy ("Certifications") is true and correct to the best of the [PARTNER]'s knowledge. [PARTNER] represents that in the event of a change in the information presented in Annex C, [PARTNER] will notify TNC immediately of such change. In the event that any material misrepresentation in the Certification is discovered during the term of this Agreement, TNC may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material representation, TNC may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to the [PARTNER] for work satisfactorily completed against such damages. The balance of amounts payable to the [PARTNER] for work satisfactorily completed, if any, shall be paid to [PARTNER]. Notice of termination shall be given to [PARTNER]'s address listed above.

XXII. CONFLICT OF INTEREST.

[PARTNER] certifies that the information provided on the Annex D entitled Disclosure Form - The Nature Conservancy ("Disclosure Form") previously signed by [PARTNER] and submitted to TNC is true and correct to the best of [PARTNER]'s knowledge. [PARTNER] represents that in the event of a change in the information presented in Annex D, [PARTNER] will notify TNC immediately of such change. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Agreement, TNC may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, TNC may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to [PARTNER] for work satisfactorily completed against such damages. The balance of amounts payable to [PARTNER] for work satisfactorily completed, if any, shall be paid to the [PARTNER]. Notice of termination shall be given to [PARTNER]'s address listed above.

XXIII. POLITICAL CAMPAIGNING.

[PARTNER] shall not use any portion of funds transferred under Grant Letters to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

XXIV. LOBBYING.

Neither Partner shall use any portion of funds transferred under this Agreement or any associated Grant Letter(s) to engage in any lobbying activities unless the Partners specifically agree to such lobbying activities in a Grant Letter.

XXV. ASSIGNMENT/SUBCONTRACT.

[PARTNER] may not assign or transfer this Agreement or subcontract for the work to be performed without prior written consent of TNC.

XXVI. LIABILITY.

Each Partner shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with its performance of this Agreement. Each Partner agrees to indemnify and hold the other Partner harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by the other Partner arising out of work performed by the other Partner under this Agreement, or arising out of any act or omission of the other Partner.

XXVII. NO JOINT VENTURE.

Notwithstanding the term "Partners," the Partners agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is it the intention of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

XXVIII. DISPUTE RESOLUTION.

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

XXIX. CHOICE OF LAW/FORUM.

This Agreement shall be interpreted, construed and governed by the laws of the Commonwealth of Virginia except for its rules regarding conflict of laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, TNC and [PARTNER] agree that litigation shall be conducted in United States District Court for the Eastern District of Virginia, Alexandria Division. The Partners hereby agree that venue in Eastern District of Virginia shall be proper and that the Partners are subject or shall make themselves subject to personal jurisdiction in that court.

XXX. CONFIDENTIAL INFORMATION.

During the course of the performance of this Agreement, the Partners may have access to materials, data, strategies, systems, or other information relating to the Partners and their programs, which are

intended for internal use only. Any such information acquired by the Partners shall not be used, published, or divulged by the Partners to any person, firm, or corporation or in any advertising or promotion regarding the Partners or the Partners' services, or in any manner or connection whatsoever without first having obtained the written permission of the Partners, which permission the Partners may withhold in their sole discretion.

XXXI. DESCRIPTIVE HEADINGS.

Title and headings used in this Agreement are for reference purposes only and shall not in any way affect or limit the meaning or construction of any provision of this Agreement.

XXXII. ENTIRETY.

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by telefacsimile.

XXXIII. SEVERABILITY.

If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

FOR [FULL NAME OF PARTNER]

FOR THE NATURE CONSERVANCY

[REPRESENTATIVE]
[TITLE]

[COUNTRY PROGRAM DIRECTOR]
[COUNTRY] Country Program Director

Date: _____

Attorney Date

To Expire: _____

OR

Approved by _____
Attorney

on _____
Date

by _____
e.g. fax/phone/email

Witness Date

Witness Date

Witness Date

Witness Date

LIST OF ANNEXES

- ANNEX A: Models - Non-Real Estate Grant Letter
Models - Real Estate Grant Letter
- ANNEX B: RESERVED
- ANNEX C: Certification Regarding Material Support and Resources to Terrorists - The Nature Conservancy
- ANNEX D: Disclosure Form - The Nature Conservancy
- ANNEX E: RESERVED
- ANNEX F: RESERVED
- ANNEX G: RESERVED

ANNEX A - MODELS

Non-Real Estate Grant Letter

[DATE]

[NAME]
[Address]

Re: Grant Letter Number _____ to Conservation Partnership Agreement [NUMBER OF CPA]

Dear _____,

In accordance with Article XVI "Transfer of Funds" of the "Conservation Partnership Agreement" ("CPA") between The Nature Conservancy (the "TNC") and **[ORGANIZATION]** ("NAME") dated **[DATE OF CPA]** with a term of **[DATE]** to **[DATE]**, TNC is pleased to make this Grant to NAME in the amount of **[DETERMINE - FIXED PRICE OR COST REIMBURSEMENT \$XXX]**.

The purpose of this Grant Letter is to fund NAME's **[description of program]** ("Program") **[DELETE THE REST OF THIS SENTENCE IF YOU DO NOT HAVE A FUNDING REQUEST]** as described in the funding request and budget submitted on _____ attached hereto and incorporated herein as Attachment A.

[ADD FOLLOWING PARAGRAPH ONLY IF FUNDS ARE FROM A FOUNDATION, CORPORATION OR RECEIVED PURSUANT TO A GRANT AGREEMENT] This Grant is under general agreement grant no. _____ ("Prime Award") between TNC and **[NAME OF GRANTORS]** for **[DESCRIPTION OF AWARD'S PURPOSE]** dated **__[DATE]__**, ("Prime Award"). **[Add any requirements under the Foundations Award e.g. In accordance with the terms of the Prime Award, AWARDEE shall ...].**

[ADD FOLLOWING PARAGRAPH ONLY IF FUNDS ARE FROM A PRIVATE DONOR WHO HAS PLACED RESTRICTION/CONDITIONS ON THE GIFT OR THE FUNDS ARE GENERAL TNC FUNDS WITH RESTRICTIONS e.g. ADOPT AN ACRE] This Grant is made possible through **[LIST SOURCE OF FUNDS e.g. a donation from John Doe for the preservation of the manatee in Mexico.]** ("Restricted Funds"). **[Add any conditions/requirements e.g. In accordance with the terms of the Restricted Funds, Awardee shall].**

Specifically, NAME shall: **[detail activities e.g. Build a visitor's center and two public restrooms [detail design requirements]; design and install exhibits for an interactive display of the flora and fauna of Valle de Cuatro Ciénegas].**

NAME shall submit reports in accordance with the terms of the CPA.

[Alternate language: NAME shall submit the following reports [Detail types, when due, to whom should they be directed etc.]].

The activities contemplated by this Grant Letter shall commence on **[date]** until **[date]**. If the term of the CPA expires prior to this Grant Letter, then the requirements of the CPA shall extend until the expiration of this Grant Letter. **[SET PAYMENT SCHEDULE e.g. An initial disbursement of [AMOUNT] will be made on [DATE]. Subsequent disbursements will be made on a(n) [MONTHLY, QUARTERLY, ANNUAL] basis upon [MODIFY AS NECESSARY] receipt of an invoice summarizing work performed since prior payment [OR FOR COST REIMBURSEMENT- upon submission of an report detailing expenditures].** Such invoice shall be submitted in duplicate to:

NAME, TITLE

ADDRESS]

Any funds not expended or committed for the purposes of the specific Grant Letter must be returned to TNC.

The CPA in all other respects is hereby ratified and confirmed as being in full force and effect.

[Please indicate whether or not NAME will be subcontracting a third party to do part of the work described.]

Please indicate your acceptance of the terms of this Grant Letter by signing the enclosed copy of this Grant Letter and returning it to my attention. After I have received the signed Grant Letter, funds can be **[PROVIDE HOW FUNDS WILL BE AWARDED e.g. wired from TNC to NAME's account, check, and detail additional disbursements].**

If you have any questions, please do not hesitate to contact me at (703) 841-xxxx.

Sincerely,

[NAME]

[TITLE]

Attachment(s)

Attorney

Date

ACCEPTED AND AGREED TO:

Name, title

Date

ANNEX B
RESERVED

ANNEX C

Certification Regarding Material Support and Resources to Terrorists - The Nature Conservancy

I. [PARTNER] certifies:

A. [PARTNER] will take all reasonable steps to ensure that [PARTNER] does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

B. Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware or that is available to the public.

C. [PARTNER] will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

II. For purposes of this Certification:

A. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

B. "Terrorist act" means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

C. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

ANNEX D Disclosure Form

It is the policy of The Nature Conservancy (“TNC”) to identify real or perceived conflicts of interest involving any party with whom TNC is entering into a transaction. To assist TNC in complying with this policy, we request that all individuals and/or “entities” (other than TNC) that will be involved in this transaction complete this form.

I. TRANSACTION INFORMATION *(to be completed by TNC staff)*

A. Real Estate Transactions

Site (Tract):

Check one:

TNC acquisition:

TNC sale:

Check one:

Fee interest:

Conservation easement:

Other (describe):

Acreage:

Location (Country, state/province, county/other local unit):

B. Non-Real Estate Transactions (non-real estate contracts, grants to other non-profits, and other transactions)

Describe:

II. NAMES OF PARTIES TO THE TRANSACTION: *Please identify all individuals and/or entities (other than TNC) that will be involved in this transaction. An “entity” includes a corporation, partnership, trust, estate, joint venture, unincorporated affiliation, or public board, commission, or not-for-profit organization.*

INDIVIDUALS ANSWER SECTIONS III AND V; ENTITIES ANSWER SECTIONS IV AND V.

III. QUESTIONS FOR EACH INDIVIDUAL IDENTIFIED IN SECTION II:

Are you: (please attach an explanation for any “Yes” answers)	Yes	No
A. a TNC employee (now or during the last 12 months)		
B. a member of TNC’s Board of Directors (now or during the last 12 months)		
C. a TNC Chapter Trustee/Advisor (now or during the last 12 months)		
D. a Major Donor of TNC - A “ <u>major donor</u> ” is an individual or organization that has made a gift or pledge of US\$100,000 or more at any one time or cumulatively within the last 5 years in cash, appreciated securities or other assets, or in land, easement, or bargain-sale value		
E. an other insider of TNC - “ <u>Other insiders</u> ” of TNC include individuals such as former members of TNC’s Board of Directors, former Chapter Trustees, members of TNC advisory boards or committees, members of TNC’s President’s Conservation Council, volunteers or former employees of TNC who, by virtue of their <u>current</u> involvement or their involvement within the past 12 months with TNC either have access to “inside information” that could place them within a conflict situation or could give the appearance of such persons having the ability to unduly influence TNC. Depending on circumstances, an independent contractor, grantee, other outside party or their employees may be an “other insider” if that person or entity has access to “inside information.” “ <u>Inside information</u> ” consists of any material information that is identified as confidential and		

proprietary and pertains to the business and affairs of TNC, whether related to a specific transaction or to matters relating to TNC's interests, activities and policies.		
F. to your knowledge, a close relative of any individual described in A–E, above- A " <u>close relative of an individual</u> " includes (a) his or her spouse, in-laws(father, mother, brother, sister, son and daughter in-laws), natural or adopted children, parents and/or step-parents, grandchildren, grandparents, brothers and sisters; (b) any person who shares living quarters with the individual under circumstances that closely resemble a marital relationship; and (c) any person who is financially dependent upon the individual?		

IV. QUESTIONS FOR EACH ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for any "Yes" answers:</i>	Yes	No
A. Is the entity a TNC "major donor" or "other insider"? (as those terms are defined in III D & E, above.)		
B. To your knowledge, does any current or former TNC employee, current or former TNC Board member, current or former (for these purposes, former means within the last 12 months) Chapter Trustee/Advisor, "major donor", "other insider" of TNC, or any "close relative" of any of the foregoing:		
1. Own directly or indirectly more than 5% of the equity or any voting security in the entity?		
2. Serve as a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serve in a fiduciary capacity or hold a substantial beneficial interest in the entity?		
3. Have legal or de facto power to control the election of a majority of directors of the organization or to control the management or policies of the entity?		

V. QUESTION FOR EACH INDIVIDUAL AND/OR ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for a "Yes" answer.</i>	Yes	No
To your knowledge, do you, or does the entity, own or control a " related organization " that is also a " major donor " or an " other insider " of TNC (as those terms are defined in III D & E, above)?		
For purposes of this question, an organization is a " related organization " if any individual or entity identified in Section II: <ul style="list-style-type: none"> Owns directly or indirectly more than 5% of the equity or any voting security in the organization, or Serves as an officer, director, or partner, or otherwise has the ability to control management and policies of the organization. 		

Signatures of all the individuals and/or signatures on behalf of all entities identified in Section II:

Name of individual **Date**

Entity name:	
Signed by:	Date

TNC CA Place-based Partnership Manual

Appendix 4: Additional Resources

- For more information including questions on the case studies in Appendix 2, requests for digital copies of the Partner Scoping Chart, Matrix and Partnership Agreement Contract Template and general questions on the manual's content, contact CA_partnerships@tnc.org.
- For more information on The Nature Conservancy's Global Partnership Program, contact Olivia Millard at omillard@tnc.org
- For more information regarding the research performed for this resource, contact Veery Maxwell at veery.maxwell@gmail.com
- For more information on the Northern Sierra Partnership, contact info@northernsierrapartnership.org

TNC CA Place-based Partnership Manual

Appendix 5: CA Last Great Places Map

