



**LINCOLN INSTITUTE
OF LAND POLICY**

Agreement

with

Lincoln Institute of Land Policy

113 Brattle Street
Cambridge, MA 02138
Phone: 617-661-3016
Fax: 617-661-7235
contracts@lincolninst.edu

Terms of Agreement

The Lincoln Institute of Land Policy (hereinafter referred to as “Lincoln”) will engage Contractor(s) as identified in the Scope of Services – Summary (Attachment A) and Scope of Services – Deliverables and Payment Schedule (Attachment B) to perform the work described in the Scope of Services – Summary (Attachment A) and Scope of Services – Deliverables and Payment Schedule (Attachment B).

- 1. Supersedes Prior Agreements.** This agreement supersedes all prior agreements for the work described in the Scope of Services – Summary (Attachment A) and Scope of Services – Deliverables and Payment Schedule (Attachment B) and reflects the entire agreement of the parties for such work.
- 2. Objective(s).** This work is undertaken in furtherance of Lincoln's objective(s) as stated in the Scope of Services – Summary (Attachment A).
- 3. Management.** This work will be conducted under the supervision of, in consultation with, and under the overall guidance of Lincoln staff, identified in the Scope of Services – Summary (Attachment A), who will be responsible for monitoring progress of the work, ensuring completion of the agreed upon Scope of Services – Summary (Attachment A) and Scope of Services – Deliverables and Payment Schedule (Attachment B), setting standards for performance, evaluating the work against these standards, and authorizing compensation.
- 4. Duration and Termination.** The start and end dates of this agreement are stated in the Scope of Services – Summary (Attachment A). This agreement shall terminate automatically without further notice from Lincoln at the end of the stated period of duration unless a written amendment to extend the stated period is signed by all parties. This agreement may be terminated by either party for non-performance upon thirty (30) days written notice.
- 5. Reporting Procedures.** All correspondence, invoices, reports, and deliverables shall be clearly identified with the Lincoln reference number for this agreement.
- 6. Payment Terms and Schedule.** Payments as described in the Scope of Services – Deliverables and Payment Schedule (Attachment B) shall be made upon review and approval by Lincoln.
- 7. Overhead/Indirect Costs and Accounting of Disbursements.** In accordance with Lincoln's established policies, it is acknowledged that no overhead or indirect costs may be charged against the funds paid by Lincoln. Complete accounting of the disbursement of all funds under this agreement will be provided upon request from Lincoln.
- 8. Travel Expenses.** If Lincoln agrees to cover Contractor(s)’s travel expenses associated with work performed under this agreement, Lincoln will send a Lincoln Travel Policy Contract in electronic form separately and will include Contractor(s)’s acknowledgement and acceptance of terms of the Lincoln Travel Policy Contract as a deliverable in the Scope of Services – Deliverables and Payment Schedule (Attachment B). Lincoln will cover travel expenses in accordance with the Lincoln Travel Policy Contract. Prior to making travel plans, Contractor(s) must acknowledge and accept the terms of the Lincoln Travel Policy Contract. Travel expenses covered under the Lincoln Travel Policy Contract are in addition to the funds received under this agreement.
- 9. Assumption of Risk.** In agreeing to perform the work under this agreement, Contractor(s) assume(s) the associated risk, such as loss or injury in related travel, and any expenses not specified in the Lincoln Travel Policy Contract.

10. FCPA and OFAC Compliance. Lincoln complies with all applicable laws of the United States, including the Foreign Corrupt Practices Act (FCPA), and with official U.S. sanctions promulgated and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC). As a condition of receipt of funds under this agreement, Contractor(s) represent(s) that funds provided by Lincoln shall not be used for activities in violation of the FCPA or used in connection with any country, organization, or individual subject to OFAC sanctions, and agree(s) to provide documentation of compliance upon request from Lincoln.

11. Original Work Product. Except for third party copyrighted materials described below, Contractor(s) represent(s) that all materials funded by Lincoln and/or delivered under this agreement (hereinafter referred to as the “Work Products”) will be independent and original work that, to the best of Contractor(s)’s knowledge and belief, shall not infringe the proprietary rights of any third party.

12. Preexisting/Other Materials Owned by Contractor(s). To the extent that Contractor(s) use(s) any preexisting materials owned by Contractor(s) (such as tables, figures, data, research findings, lengthy text, etc.) in the Work Products, Contractor(s) grant(s) to Lincoln a nonexclusive, nontransferable, worldwide, royalty-free, license to use and distribute such materials that are included in the Work Products in all forms, and in all media, including print or electronic (ebooks), CD-ROMs/DVDs, the Web, and social media for Lincoln’s educational and research purposes. Lincoln does not claim ownership of such materials that are included in the Work Products. Further, Lincoln does not claim ownership of any data and findings from any contemporaneous, separate research projects conducted by Contractor(s) for different purposes than the work performed under this agreement.

13. Third Party Copyrighted Materials. If Contractor(s) knowingly use(s) any third party copyrighted materials (such as images, photographs, tables, figures, and lengthy text, datasets, etc.) in the Work Products, Contractor(s) shall secure permission(s) for both Contractor(s) and for Lincoln to use such materials and shall provide to Lincoln documentation of the permission(s). If Work Products include a working paper, a manuscript for a book or a policy focus report, or a *Land Lines* article, then an applicable Lincoln Permissions Request Form shall be provided which Contractor(s) shall use to provide to Lincoln written permission received from the copyright holder(s). Lincoln will pay all fees associated with obtaining the required permission upon submission of receipts.

14. Ownership and Assignment. Contractor(s) agree(s) that Lincoln shall own all Work Products, in all languages, in all forms, and in all media, including print or electronic, ebooks, CD-ROMs/DVDs, the Web, and social media, together with all rights, title, and interests therein, including copyrights. Contractor(s) hereby transfer(s) and assign(s) to Lincoln all rights, title, and interests in and to such Work Products, including without limitation, all rights pertaining to copyright and trademark, together with the right to file and/or own applications for copyright registrations and any copyright registrations issuing thereon. Notwithstanding the foregoing, Lincoln acknowledges and agrees that with respect to any third party copyrighted materials (such as individual images, photographs, tables, and figures, and lengthy text) included in the Work Products, Lincoln will have rights as specified by the copyright holder.

15. License and Rights Retained. Lincoln grants to Contractor(s) a nontransferable, nonexclusive, royalty-free, worldwide license for the use and reproduction of all Work Products solely for Contractor(s)’s educational and research purposes, and not for commercial benefit or private monetary gain. Sublicenses will not be permitted without Lincoln’s consent, which shall not be unreasonably withheld. Subject to the assignment of Work Products and license granted herein, Contractor(s) retain(s) all rights to ideas, concepts, and analytical approaches utilized or developed in connection with providing the Work Products. In the case Work Products are working paper(s), Contractor(s) may submit the Work Products to an academic journal or volume for publication consideration. If the Work Products are

accepted for publication in an academic journal or volume, Lincoln will grant copyright ownership to the publisher in exchange for royalty-free use by Lincoln of the article.

16. Marketing. Any marketing plans and/or activity, including press releases, publicity/promotional materials, stylistic aspects of resource materials, and media relations, associated with this work shall be coordinated with and approved by Lincoln.

17. Standards for Performance. To be deemed acceptable, work performed under this agreement shall be in accordance with the Scope of Services – Summary (Attachment A) and Scope of Services – Deliverables and Payment Schedule (Attachment B), and reasonable efforts shall be used to meet the requirements of all deliverables.

18. Arbitration. In the event a dispute shall arise between Lincoln and Contractor(s) and cannot be resolved between the parties, it is hereby agreed that the dispute shall be referred to a specialized company selected jointly by the parties for arbitration.

19. Amendments. This agreement may be amended only by mutual written agreement.

20. Acceptance. By their signatures below the parties acknowledge acceptance of this agreement. One fully executed copy of this agreement shall be returned to contracts@lincolninst.edu.

Lincoln Institute of Land Policy

Contractor(s)

By: 
Authorized Signature

By: 
Authorized Signature

Name: Dennis W. Robinson

Name: Jofre Rodrigo Aribau

Title: Executive Vice President and CFO

Title: Coordinacio tecnica i relacions internacionals

Date: 6/1/2019

Date: 06-09-2017

Payment Information

1. Please select one:

<p><input type="checkbox"/> Contractor is a U.S. person (individual who is a U.S. citizen or resident alien; or a partnership, corporation, company, or association created in the U.S.).</p> <p>Please provide one: U.S. Social Security #: _____</p> <p style="padding-left: 100px;">U.S. Federal Taxpayer ID #: _____</p> <p><input checked="" type="checkbox"/> Contractor is <u>not</u> a U.S. person.</p>

2. Lincoln makes international payments by bank to bank wire transfer (A) and payments within the U.S. and Canada by check (B). Please complete A or B:

<p>A. Bank to bank wire transfer (International Payments only):</p> <p>When making bank to bank wire transfers, Lincoln is required to obtain the home address when the Contractor is an individual, or the business address when the Contractor is an organization:</p> <p><u>C. Sagrada Família, 7</u> (Street)</p> <p>_____ (Street)</p> <p><u>Vic, Barcelona, 08500, Spain</u> (City, Province, Postal Code, Country)</p> <p>Please fill out the attached Bank Wire Information Request Form as needed.</p> <p>Please select one:</p> <p><input checked="" type="checkbox"/> Contractor will return Bank Wire Information Request Form with agreement</p> <p><input type="checkbox"/> Lincoln has on file current bank wire information for the Contractor</p>

<p>B. Check (Payments within the U.S. or to Canada only):</p> <p>Check should be mailed to: _____ (name and title)</p> <p>_____ (address)</p> <p>_____ (address)</p>

Attachment A

Scope of Services – Summary
Lincoln Reference #: U19Q002-UXC060319

Project Title	Planning for African and Asian Participation in the ELCN/ILCN Global Congress; Barcelona, Spain; April 22-24, 2020
Lincoln Objective(s)	<ul style="list-style-type: none"> • To foster and participate in communications and interactions with scholars, practitioners, public officials, policy advisers, and civic leaders.
Lincoln Staff	<p>Project Managers:</p> <p>James N. Levitt Associate Director, Land Conservation Programs Department of Planning and Urban Form Lincoln Institute of Land Policy 113 Brattle St Cambridge, MA 02130 Email: jlevitt@lincolninst.edu Phone: 617-966-1117</p> <p>Chandni Navalkha Program Manager, Land Conservation Programs Department of Planning and Urban Form Lincoln Institute of Land Policy 113 Brattle St Cambridge, MA 02130 Email: cnavalkha@lincolninst.edu Phone: 617-503-2222</p>
Contractor(s) Contractor(s) is the entity that signs the contract and receives the payment(s).	Xarxa per a la Conservacio de la Natura
Primary Contact(s)	<p>Jofre Rodrigo Coordinacio Tecnica I Relacions Internacionals Xarxa per a la Conservacio de la Natura C/ Sagrada Família 7 (Universitat de Vic) 08500 VIC Barcelona, Spain Email: jrodrigo@xct.cat Phone: 93 886 61 35</p>
Duration and Termination of Agreement	The duration of this agreement shall be from June 3, 2019 and shall remain valid for a period of ten (10) month(s).

Description of Work	Xarxa per a la Conservacio de la Natura (XCN), in consultation with Kiragu Mwangi (or a suitable alternative) and the International Land Conservation Network, will develop a list of 10 private and civic land conservation practitioners and policymakers from African or Asian countries to participate in the European Land Conservation Network (ELCN)/International Land Conservation Network (ILCN) Global Congress (Conference) from April 22-24, 2020 in Barcelona, Spain. Additionally, XCN will recommend which of these participants should be invited to make presentations on their areas of expertise in conservation law and policy, finance, land management and stewardship, governance, or restoration in Africa or Asia at the Conference.
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Attachment B
Scope of Services - Deliverables and Payment Schedule
Lincoln Reference #: U19Q002-UXC060319

	A	B	C	D	E	F	G	H	I	J
	Project Code	ID	Name of Contractor (Payee)	Type (Task=T, Deliverable=D)	Task or Deliverable	Due Date	Rate	Payment Amount (US\$)	Subtotal	Grand Total
1										
2	U19Q002	UXC060319	Xarxa per a la Conservacio de la Natura	D1	Signed Agreement	6/4/2019		\$10,000		
3	U19Q002	UXC060319	Xarxa per a la Conservacio de la Natura	D2	Confirmed presenter and participant list of 10 African or Asian land conservation practitioners and policymakers approved by the ELCN/ILCN Global Congress planning committee.	6/15/2019		\$10,000		
4	U19Q002	UXC060319	Xarxa per a la Conservacio de la Natura	D3	Report on the ELCN/ILCN Global Congress held in Barcelona, Spain, April 22-24, 2020, to include all presentation materials from the African or Asian presenters and individual reflections from participants.	5/30/2020		\$10,000		
5										\$30,000