

# LAND STEWARDSHIP TOOLKIT

## BASIC TOOLS FOR LAND STEWARDSHIP ORGANISATIONS IN EUROPE



1st TOOL  
**SELF ASSESSMENT  
QUESTIONNAIRE**  
ARE WE READY TO WORK AS A STEWARDSHIP ORGANISATION?



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TO DEFINE LAND  
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LandLife partners:



Subcontractor:



Funded and supported by:



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### **TOOL 3:** DESIGNING, NEGOTIATING AND MONITORING LAND STEWARDSHIP AGREEMENTS

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### **TOOL 6:** HOW TO FUND LAND STEWARDSHIP INITIATIVES

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### **TOOL 7:** EFFECTIVE COMMUNICATION FOR LAND STEWARDSHIP. KEY ISSUES

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## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

1ST TOOL

# SELF ASSESSMENT QUESTIONNAIRE





# 1<sup>ST</sup> TOOL

## SELF ASSESSMENT QUESTIONNAIRE

### ARE WE READY TO WORK AS A STEWARDSHIP ORGANISATION?

Are we ready to work as a Stewardship Organisation? This question may be certainly asked in your organisation during a time of reflection, if not, now is a good time to ask yourselves. The questionnaire you have got in your hands will allow you to consider and determine if your organisation is prepared to act as a land stewardship organisation (LSO) and to estimate the level of preparation you have at present. The questionnaire is posed in a simple way so that you can calculate the points and self assess.

### INSTRUCTIONS

- 1–Answer the questions sincerely. Do it preferably in group (governing board, technical team, volunteers if needed, etc.)
- 2–Score and add points to your answers following the directions you’ll find at the end of this document.
- 3–Your final score is between one of the three established ranges. Have a look at your range, you will find the approximate level of preparation you have and a relevant explanation about the skills you must reinforce and the tools may help you in this process.

### SELF ASSESSMENT QUESTIONNAIRE. ARE WE READY TO WORK AS A STEWARDSHIP ORGANISATION?

Organisation name: \_\_\_\_\_

Type of organisation: \_\_\_\_\_

Association

Foundation

Public Administration. Typology: \_\_\_\_\_

Others. Specify: \_\_\_\_\_

Year founded: \_\_\_\_\_

Starting year as a Stewardship Organisation (if it is a different one): \_\_\_\_\_

Field of activity: \_\_\_\_\_

Number of members: \_\_\_\_\_

Annual budget devoted to Land Stewardship: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

E-mail address: \_\_\_\_\_



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1<sup>ST</sup> TOOL

SELF ASSESSMENT QUESTIONNAIRE

**LAND STEWARDSHIP ORGANISATION:** Non-profit public or private organisation that actively participates in the conservation of land and its natural and cultural values, using land stewardship techniques. This term is starting to be adopted in some European regions, and included in the national legislation in some cases (e.g. Spain).

1. Do you think your association works as a land stewardship organisation?

a. No  b. Yes

If your answer is NO, specify why:

2. How important is land stewardship in your organisation's strategy?

a. Low  b. Medium  c. High

3. Do you have any stewardship agreements with landowners or are you already negotiating some?

a. No  b. Yes

4. How many stewardship agreements does your organisation have?:

a. None  b. From 1 to 5  c. More than 5

5. What kind of agreement do you have or do you think you will be able to develop if you still haven't any:

- Verbal agreement
- Written agreement (management support to landowner)
- Written agreement (management transferred to the LSO)
- Purchase of land, donation, etc. (property transferred to the LSO)

6. Do you hold other activities in the properties with land stewardship agreements?

a. No  b. Yes

Specify which one (environmental education, routes, manufacturing products, etc.):

7. Do you provide information about your land stewardship initiatives?

a. No  b. Sometimes  c. Always



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1<sup>ST</sup> TOOL

SELF ASSESSMENT QUESTIONNAIRE

8. Do you cooperate with other organisations to develop your land stewardship agreements (City Councils, consortiums, other public administrations, private organisations, foundations, companies, etc.)

a. No  b. Sometimes  c. Always

9. In your organisation, how many hired technical experts are focused on land stewardship implementation?

a. Nobody is focused on that  b. No hired technical expert, we volunteer   
c. From 1 to 2  d. 3 or more

10. How many hours a week is your organisation focused on land stewardship?

a. None  b. Less than 20  c. Between 20 and 40  d. More than 40

11. Do you use the technical material ([European manual on LS](#), [LS toolkit](#), other publications, etc.) available to develop your stewardship initiatives?

a. No  b. Sometimes  c. Always

12. Do you use the [LandLife Helpdesk](#) for assessment about your land stewardship initiatives?

a. No  b. Sometimes  c. Always

13. Do you have or intend to develop a strategic action plan to move land stewardship forward?

a. No  b. Yes

If your previous answer was **YES** tick the sections that your plan includes or will include:

- Determining a Directive Board for the LS strategy: a. No  b. Yes
- Organisation chart and work distribution between team members: a. No  b. Yes
- Criteria or listing of interesting properties for stewardship agreements a. No  b. Yes
- Methodology to contact owners and negotiate stewardship agreements: a. No  b. Yes
- Land stewardship agreements monitoring: a. No  b. Yes
- Communication plan, criteria or campaigns about the LS strategy: a. No  b. Yes
- Fund-raising plan, criteria or campaigns about the LS strategy: a. No  b. Yes



## LAND STEWARDSHIP TOOLKIT

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ORGANISATIONS IN EUROPE

1<sup>ST</sup> TOOL

SELF ASSESSMENT  
QUESTIONNAIRE

- Members recruitment campaigns: a. No  b. Yes
- Annual budgeting: a. No  b. Yes
- Technical-level meeting schedules: a. No  b. Yes
- Directive board meeting schedules: a. No  b. Yes
- Evaluation of the Plan: a. No  b. Yes
- Annual report: a. No  b. Yes
- Plan review: a. No  b. Yes

14. If you already are working on a strategic plan, at what stage is its strategic action?

- Drafting
- Implementation
- Review and drafting a new plan

15. Do you attend courses or training activities related to land stewardship?

a. No  b. Yes  How many in the last year?:

16. Does your organisation have a permanent headquarters?

a. No  b. Yes

17. Is your organisation provided with stable structural funding?

a. No  b. Yes  Types of funding sources:

## CHECK YOUR RESULTS

1. Add separately every **a, b, c, d**, (notice that questions 5 and 9 can not be included in the results as they have yes or no answers)
2. Multiply every answer by its equivalent number:  
**a**= 0 points;    **b**= 1 points;    **c**= 2 points;    **d**= 3 points
3. Add your 4 resulting values, check the range you are in and your Land Stewardship organisation working level.

### <12 You will need professional training to start working as a Land Stewardship organisation.

You can learn and move forward! You must put into effect the relevance that land stewardship takes in your organisation, learn skills from available tools and land stewardship strategy and ask for technical information and guidance. You will also need to look into, debate and draft the strategic planning or action plan on land stewardship that will set out your organisation's strategy. Cheer up, you are on the right track! **The TOOLS that will be more useful to start defining your work are the numbers 2, 3, 7 and the LandLife Helpdesk.**

### 12-21 You are ready to work as a Land Stewardship Organisation.

You have deepened your roots into Land Stewardship! You understand that Land Stewardship plays a strategic role in your organisation and your level of training will help you to take the first step towards achieving stewardship agreements. Perhaps your organisation has a land stewardship strategic plan with the minimum standards to ensure the proper functioning of your actions (if it does not, this will be your top priority). But you can further and improve systematizing land stewardship agreements methodologies, planning in your territories with stewardship agreements, communicating your initiatives, consolidating a technical team, obtaining a premises, seeking cooperation with other organisations, etc. **The TOOLS that will help you to improve and strengthen your organisation and your work are the numbers 2, 3, 4, 5 and 7.**

### >21 You are well prepared to work as a Land Stewardship organisation

Congratulations, your labor as a land stewardship organisation is bearing fruit! You already have operating land stewardship agreements and your land stewardship experience and training makes a difference. But you can go on improving in land stewardship parcel planning, involving landowners, improving communication effectiveness in your actions, achieving stable structural funding, etc. You can also help other organisations not as trained as yours seeking alliances with them or with other organisations that can help you to develop your actions. **The Tools that can be useful for you are the numbers 3, 6 and 7.**



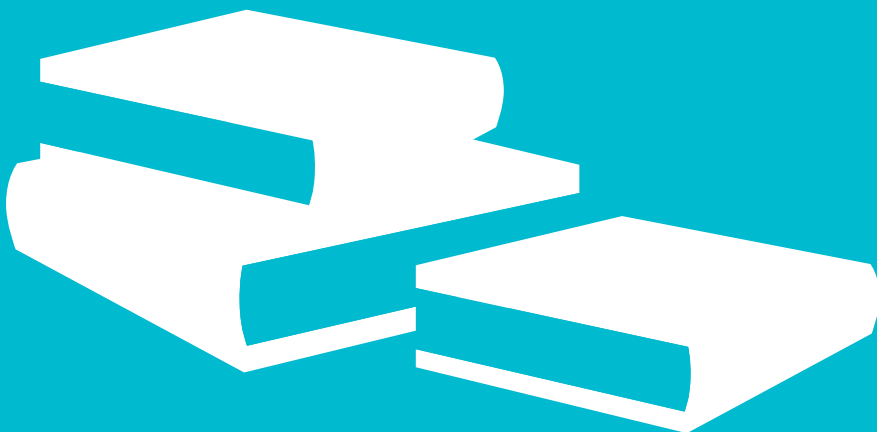


## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

2ND TOOL

# GUIDE TO DEFINE LAND STEWARDSHIP PROJECTS



## 2<sup>ND</sup> TOOL

# GUIDE TO DEFINE LAND STEWARDSHIP PROJECTS

This tool offers you some guidelines on the essentials and some practical recommendations to be considered to plan and develop a land stewardship project.

The toolkit provides you with other tools that will help you putting your land stewardship projects into practice (see 3rd tool: *design, negotiate and monitor land stewardship agreements*, 6th tool: *how to fund land stewardship initiatives* and 7th tool: **Effective communication for land stewardship**).

### 2.1. LAND STEWARDSHIP PROJECTS

Land stewardship agreements are the most characteristic instrument used by land stewardship organisations, but they are not the only one. **Other land stewardship initiatives:** land stewardship programmes to establish and develop stewardship agreements, feasibility studies, awareness-raising and training of rural landowners, educational campaigns aimed at the general public, specific support actions to landowners, volunteer actions, or acts of acknowledgement of the good management of the landowners<sup>1</sup>. Though obviously these actions do not imply an agreement as such, they may be fundamental to set a collaborative framework to give support to on-going stewardship agreements.

In this tool, we use the term **land stewardship project** to refer to the implementation of these land stewardship initiatives. In addition, a project can also be useful to plan and develop actions under a stewardship agreement (how to execute it). See tool 3 if you need to develop a land stewardship agreement.

### 2.2. IS YOUR PROJECT FEASIBLE? KEY FACTORS TO CONSIDER

Land stewardship projects demand a great deal of enthusiasm, creativity and commitment. But beyond the excitement and professionalism, before getting into work you should consider a number of factors that make it simple and guarantee success (see Figure 1).

- **Feasibility:** The feasibility must be checked at all levels: technical, environmental, social and economic. Only if you can ensure its feasibility and sustainability you should start the project, otherwise it will surely be a waste of time, effort and resources.

<sup>1</sup> See section 3.1 in *Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe*. (Sabaté et al., 2013).

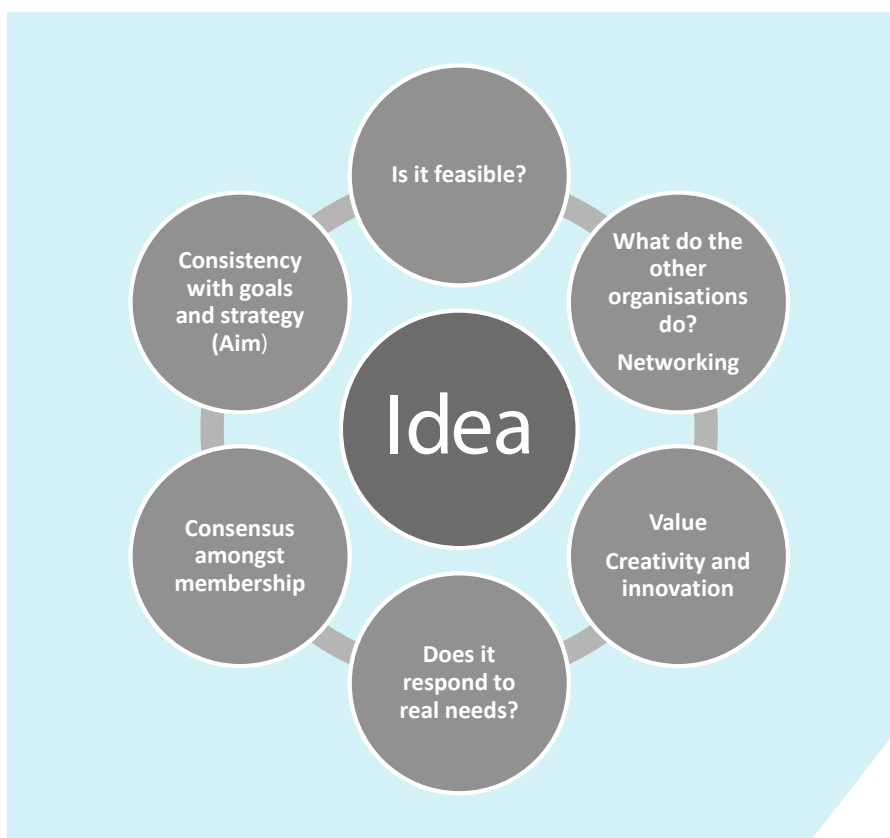
- **Establishing partnerships (networking):** Although you can count on your own expertise and human, material and economic resources, it may be appropriate to establish strong partnerships with strategic stakeholders that can help you implementing the project. Specifically, alliances allow teamwork building, working methods reinforcement, sponsoring, optimal utilisation of resources, providing volunteers and many other opportunities<sup>2</sup>.

As possible partners you should consider: Public administration (e.g to obtain permits), civil society, companies, research centres and consultancies (which can offer scientific and technical support) and obviously, landowners, be it public or private.

- **Generation of value:** Any project must result in an added value compared to what already exists. Only this way the investment will be of profit. To ensure this value creation, you must find innovative and creative ways that allow you obtaining valuable and effective results.
- **Identification of opportunities:** Your project **must respond to real needs**, be it subtle or a strong demand from a group of people. It is important to pay attention to local needs and make the necessary consultations in order to lead your efforts towards projects that capture the interest of the public and that will lead to responsible management of nature.
- **Consensus amongst membership:** Without consensus amongst membership, it will be difficult to meet success. Obviously the involvement of the different groups inside your organisation will depend on the type of project.
- **Consistency with goals and strategy:** Each organisation has a number of objectives in accordance with its founding mission. If you have a strategic plan that defines the way to go, you can contrast your idea with the guidelines determined by the strategic plan. If the idea is not consistent with the objectives of the organisation, sooner or later, you will lose the initial impetus and the project will fail.

<sup>2</sup> See section 4.1 in *Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe.* (Sabaté et al., 2013).

**FIGURE 1**  
**Key factors to consider when promoting a land stewardship project**



### 2.3. MAIN CONTENTS OF A LAND STEWARDSHIP PROJECT

Any land stewardship project must be specified in a document or plan. The following guidelines will allow you structuring this plan, which you will have to adapt to the specifics of the project.



## A. BRIEF OVERVIEW

This section should be a **brief summary** of 2 pages maximum that allows the reader to get a rough idea of the stewardship project to be developed. It must include the reasons motivating the project, the description of the starting situation, the fundamental ideas, the most innovative aspects, the basic objectives and activities to be developed, the main aspects of the target group and the framework of the project.

The **name** you give to the land stewardship project must identify it at any time and location. This is particularly important, especially if you plan to give it a wide dissemination among the public and the media.

This brief summary should include:

- Stewardship organisation basic information (name, contact information, fiscal number, thematic sector, target group, founding year, etc.).
- Details of the stewardship organisation manager (name, contact information, position or function, etc.).
- Details of the land stewardship project manager.

## B. MOTIVATION AND JUSTIFICATION

This section expresses the fundamental reasons that **motivate** the land stewardship project. Moreover, you must justify that it is sufficiently grounded, that the need to preserve and protect a particular territory has been evaluated, and that the situation has been thoroughly analysed. Do not mix up justification with objectives.

The **justification** must also explain the importance and priority of preserving the natural, cultural or landscape values, and also the reason why it considers land stewardship as the most suitable alternative.

It is also recommended to expose the stewardship organisation's ability to respond to the identified problem. Moreover, it's important to specify clearly what the importance or priority of the case, and why you think that the tools and strategies offered by land stewardship are the best alternative to meet this demand.

Finally, you must include qualitative and quantitative indicators to objectively demonstrate the need to conserve natural and/or cultural heritage (summary table, images, graphics, etc.).

## C. FRAMEWORK

The framework is the **context** where the project is located. Specify if it is part of some other project or programme, either within your organisation or not, or if it is a specific action within a land stewardship agreement, then referring to the major terms of the agreement.

Explain the context in which it is developed and present clearly what the objectives, location or scope of the project are.

#### D. TARGET GROUP

This is the group who will receive the **direct and indirect benefits** of the land stewardship project. Moreover, indirect beneficiaries (landowners, land users, civil society...) should be considered. You must specify the number, origin and/or the location of the target groups who will benefit from it.

To ensure the protection of personal information, do not indicate contact details when you do not have authorisation. However, should have the contact details of the main targets of the project, for internal use only.

#### E. LOCATION

In this section you should reference the **specific place** (whether it is a single property or several) where the land stewardship project will be implemented, and those areas that will be influenced significantly by the development, its outcomes and actions.

It is important to incorporate a sketch plan or a map for an easy location.

#### F. OPERATIONAL AND STRATEGIC OBJECTIVES

This item requires a more detailed treatment, since the objectives are a primordial element that will determine the viability of your project.

The objectives indicate what you intend to do and what you want to achieve, and may be more general (**strategic objectives**) or specific (**operational objectives**), depending on the varying level of detail required by the project.

The objectives should be consistent, feasible, realistic, motivating, participatory, tailored to the resources and evaluated. The operational objectives should be quantified. If they do not meet these characteristics maybe you have not defined enough detail yet.

#### G. ACTIVITIES AND SCHEDULING

After setting the strategic objectives you need to plan the activities that will be executed. You must anticipate and systematise the tasks that will be needed and who will perform them.

**Timing of activities** will help achieving of objectives, and to monitor and evaluate the land stewardship project. At any time, you should be able to see the development of the activities, if deadlines are met, and if not add the necessary modifications.

Define a **schedule** of activities and performances (by months, weeks or days, depending on their complexity and the level of temporal detail that you want to give), structure them in a calendar (check the beginning and the end of the activity), arrange them chronologically and grouped by the phases or stages - to make it more understandable and functional - and specify who is the responsible for each activity.

On the other hand, it is essential to carefully calculate the economic costs, prepare the budget and see if you have the appropriate funding.

## H. ORGANISATION AND OPERATION

This section should indicate how you organise and manage the project when put into practice. You should define its **internal structure** specifying:

- The organisation chart (location of the project within the organisation and links with other organisations).
- The functional organisation (specific responsibilities of each member of the team that will develop it, duties and charges).
- The areas of coordination, regulation and monitoring (planning of the meetings, functions, frequency, content and participants, etc.).
- Systems, channels and circuits of information and communication (who should report, who must be informed, contents of the information, etc.).
- The rules and procedures (how the work will be developed, bureaucratic and administrative aspects, protocols, etc.).

Consider performing the land stewardship project in **collaboration or partnership with another organisation** (association, foundation, government, other institutions, companies, etc.). Networking and sharing of opinions, methods and resources can help **ensure the success of your project**. It is important and necessary to involve the target group and users in it (land owners and users, other organisations, institutions, etc.)<sup>3</sup>.

## I. RESOURCES

Resources will determine the feasibility of the land stewardship project. We must provide material, **human** and **financial resources**.

### Material resources

- Infrastructure and facilities (local classrooms, offices, meeting rooms, etc.).
- Equipment (tables, chairs, cabinets, bookcases, etc.).
- Vehicles (cars, machinery, etc.).

<sup>3</sup> See section 4.1 in *Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe*.



- Media and technical equipment (overhead projectors, VCRs, computers, copiers, etc.).
- Expendable supplies (stationery, materials for activities, food, etc.).
- Restoration and conservation material (plants, fences, etc.).

**Human resources:** staff and/or volunteers needed to develop all or part of the project.

**Financial resources:** refers to the money needed to pay for certain items that are included in some initiatives (scholarships, grants owners, etc.). Do not confuse cash requirements (liquidity) with funding needs of the whole project.

The list of resources must be accompanied with their costs, as they will be the basis for developing the budget.

The **budget** is the instrument that allows you to determine the total cost of the land stewardship project and determine the resources that you need to cover it. Any mandatory budget includes two major parts: **income** (should include all sources of funds that will assume the expenses generated) and **expenses** (all the concepts that involve a cost).

Obtaining **funding**, and that's why you must define a clear funding policy in accordance with the values of your land stewardship organisation. We recommend you, as much as possible, to pick up and structure all the budgeting strategies and initiatives in a Fund-raising and Alliances Plan. The aim is to identify the most adequate funding sources and to define a fund-raising strategy to meet your organisation needs. This plan will facilitate the planning and prioritisation of your funding actions (see 6th tool: *How to fund stewardship initiatives*).

Include your own capacity, structure and **volunteer work** (an approximate value, in this case) in your calculations. If the project is submitted to funding or external support it is not convenient to express the volunteer work as a contribution of the organisation.

## J. COMMUNICATION

It is important to define a communication strategy to improve the visibility of the project and be transparent. Moreover, it allows you to report and educate target groups about your mission and your actions, and improve trust and relationship with your stakeholders.

If you want your communication strategy to be effective, you must choose appropriate communication skills. See 7th tool: *Effective communication for land stewardship* where we explain some key issues to be considered by stewardship organisations to assure and effective communication.

Promoting a land stewardship project requires thinking two basic aspects: the **image** that you want to give it and the **communication tools** that you will use.

This can be done through a **communication plan**, which should develop a strategy that should provide:

- Whom do you want to communicate? Think and define target group
- What do you want to communicate? The message and main ideas of the project should be clear... and adapted to each audience
- How do you want to communicate? Sending advertising, debates, symposia, round tables, interviews, brochures and leaflets, videos, web, email, etc.
- When do you want to communicate? At what point in the development of the project you want to do the communication and information to different audiences

It is important to work on the image of the project and the basic content that you want to transmit, and adapt the content to different audiences specifically.

## K. MONITORING AND EVALUATION

It does not make much sense to develop a land stewardship project if we cannot evaluate its results. Therefore, you should think from the beginning how to solve the problems and difficulties that occur when you develop it and how you can check if it has met the objectives it wanted to achieve.

The assessment will not be possible if it is not properly planned. Monitoring is the vehicle to confirm and verify that land stewardship is effective, and an indispensable tool for social recognition, transparency and accountability.

Therefore, evaluation should include the monitoring and control of the daily operation of the land stewardship project at all levels and in all phases of development, the analysis of its compliance and the verification of the provisions that were done when it was designed<sup>4</sup>.

The **evaluation** should focus on these aspects of the project:

- The **appropriateness** (this is the most appropriate alternative to solve the starting point?)
- The **adequacy** (methodology, techniques and activities planned are appropriate to the objectives and goals to be achieved?)
- The **effectiveness** (the effects, results and goals have been achieved?)
- The **efficiency** (the results are proportional to the resources used?)

The following aspects should be included in an evaluation. For further information and to design a good **monitoring plan**, see 3rd tool: Land stewardship agreements:

<sup>4</sup> See section 3.3.2 in *Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe*.

**A/ Evaluation of the process** (analyse and review the internal development of the project):

- **Implementation:** How has the project started? Are there significant differences between the actual operation and the planned operation?
- **Monitoring** of the activities and actions: Have you detected dysfunctions in the implementation of them? Is it necessary to introduce corrective elements for better management? Is its timing being met?
- **Effort:** How much has the project cost in time and money? When, how and where has the money gone? How was time distributed among people involved in the project?
- **Target group:** Has the project reached the target group? Is the target group receptive to the project?
- **Organisation and operation:** Has the organisation done what was expected? Have coordination and management mechanisms worked? Was the technical team suitable?
- **Promotion and communication:** What was the level of knowledge and acceptance of the project among different audiences? Have the proposed dissemination actions been done? Have they worked as expected?
- **Community dimension:** Has the project matched the social environment in which it developed? Has it responded to the reality of community problems?

**B/ Evaluation** (check the changes that have occurred regarding the beginning).

- **Effectiveness:** Have the expected results been achieved? Have initial criteria been modified? What is the perception of the target group?
- **Efficiency:** What was the economic development of it? What level of utilization and optimization of resources and time has been reached?

You can set indicators to make a simple analysis of the evaluation. It is important that the assessment is made by all those involved in the project to discuss and analyse the results and provide their opinions and evaluations. The final report should always contain, in addition to the results, recommendations and proposals for action to improve aspects of the project as required.

## HELPDESK

The Helpdesk is a forum to ask any question or doubt related to land stewardship, answered by an expert advisors team with the aim of boosting land stewardship around Europe. It is an online community which puts shared knowledge at the service of those working in and interested by land stewardship, contributing to spread land stewardship mechanism and know-how.

The Helpdesk is open to land stewardship organisations, NGOs, landowners and farmers, local administration, and all other stakeholders involved in **land stewardship projects**.

The Helpdesk platform is accessible in five languages: English, Italian, French, Catalan and Spanish, though it will be possible to post questions in any language you like.

Visit <http://www.helpdesk.landstewardship.eu> if you have some question about your land stewardship project or become a LandLife advisor.

## 2.4. READING LIST

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## 3RD TOOL

# DESIGNING, NEGOTIATING AND MONITORING LAND STEWARDSHIP AGREE- MENTS



## 3<sup>ND</sup> TOOL

# DESIGNING, NEGOTIATING AND MONITORING LAND STEWARDSHIP AGREEMENTS

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There is one instrument that is particularly representative of the whole strategy of land stewardship, and this is the voluntary agreement for nature and landscape conservation. Also known as **land stewardship agreements** (or stewardship agreements, for short), they usually involve a landowner and a stewardship organisation. However, sometimes more than one organisation or even more than one landowner can be involved. Its exact terms and conditions are variable and negotiable between the parties, and will be tailored upon the characteristics of the property and the objectives of each party. In other words, there may not be two identical stewardship agreements.

Stewardship agreements are usually established on a written document (contract or convention), but in some cases they can also be of verbal nature, secured with a simple and sincere handshake. Their contents may vary from agreement to agreement (see 4th tool: *A model of land stewardship agreement* for more information on its exact contents) and can encompass the whole property or only a part.

**In this tool we provide general guidance on how to design, negotiate and monitor land stewardship agreements.** These guidelines are simple suggestions, not a fixed procedure to apply everywhere. Surely you have your particular way of working adapted to individual landowners, local conditions, etc. In addition, every agreement is different, so the procedures presented will have to be adapted to each case.

Before going on, bear in mind that stewardship agreements are not the only available option to generate a positive impact on the conservation of nature and landscape through land stewardship strategies. Other activities such as awareness-raising of landowners, punctual actions of landowner support, volunteer actions, or acknowledgement actions are some other available tools (see 2nd tool: *Guide to define land stewardship projects*). Though obviously these actions do not imply an agreement as such, they may be fundamental to set a collaborative framework with the landowner, and to give support to on-going stewardship agreements. For further assistance, you can check the [LandLife Helpdesk](#) or refer to the [European manual on Land Stewardship](#)<sup>1</sup>.

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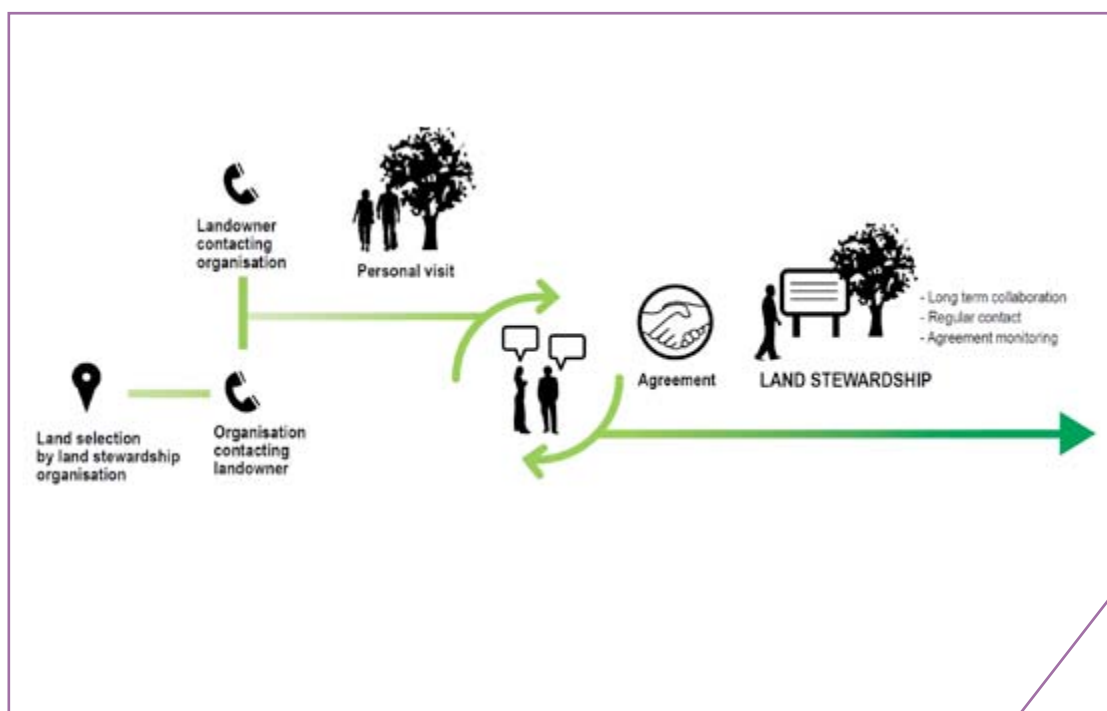
<sup>1</sup> The European Manual "Caring together for nature - land stewardship as a tool to promote social involvement with the natural environment in Europe" (Sabaté et al., 2013) includes real case studies from different European countries, explanations of land stewardship principles and advice on setting up successful and effective agreements. The full extended version is available for download in English [here](#).

### 3.1 THE PROCESS TO REACH A STEWARDSHIP AGREEMENT

Reaching and keeping a stewardship agreement can be visualised as a decision-making process with some basic steps that you and the landowner must take (see figure 1). Being the agreement signature the central spot of this process, there are several actions to be taken before the agreement, and especially some more actions once the agreement is reached, for it is then when the real land stewardship begins: a land management model involving regular contact between the parties, and especially you monitoring the agreement and giving basic advice to the owner.

Indeed, the process to get to sign a land stewardship agreement can be time consuming, or relatively straight forward. During this process, each party’s perspectives about the land are to be mutually understood and respected, and with the aim being to arrive at a common vision of land stewardship to be applied and maintained in the long term.

**FIGURE 1**  
**Basic steps of a land stewardship agreement process and its correspondence with the structure of this tool.** Source: Adapted from Sabaté et al., 2013.



The sections of this tool are structured according to the main phases of the land stewardship agreement process: the preliminary steps (section 3.2), the negotiation process (section 3.3) and the monitoring of the agreement (section 3.4). A last section (3.5) is devoted to the documentation storage procedure, which will be relevant in all phases of the process to bear good track of your proceedings and have all the needed information readily available.

### 3.2 PRELIMINARY STEPS: CONTACTING LANDOWNERS

Where do we start? Depending on the geographical and thematic range of your organisation, you could get easily lost if you do not have clear criteria to prioritise your actions, or to evaluate proposals from landowners or other stakeholders (yes, it is not as rare as it may sound!). Although taking good chances is important, it is also necessary to have a set of criteria of which are your targets, so you will easily identify in which lands you want to intervene. Are you looking for abandoned agricultural land? Old forests with no maintenance? Rocky cliffs where certain bird species nests? Some particular traditional construction to recover? You can also look for a certain profile of landowner: the one that lives in the property and knows all about it, the one that lives in the city and want to do something with his or her property in the countryside...

Your criteria can also be based on regional strategies (for land stewardship, specifically, or more generally, for nature and biodiversity conservation) established by a public authority or by a partnership between public administration and one or more land stewardship organisations. Or you can consult biophysical resources or inventories to collect information on habitats, protected areas and species distribution. Government agencies –and their websites– and other conservation organisations (be them larger or more local) may provide the most recent information.

Having a clear set of criteria not only helps identifying interesting areas and landowners, but also contributes to improve its credit and reassure the feasibility of all stewardship initiatives. In addition, clear organisational **mission, vision and values** are of great help to define these criteria. In case you find an opportunity to intervene that does not match your criteria, you can consider forwarding it to another stewardship organisation that could be interested.

You can obtain more information on how to create your own land stewardship strategy in the 2nd tool of this toolkit (*Guide to define land stewardship projects*) and obtain further guidance on how to use the toolkit in its 1st tool: *autoevaluation questionnaire*.

#### 3.2.1 OBTAINING BASELINE INFORMATION OF THE PROPERTY<sup>2</sup>

Once you have identified a property where to reach a land stewardship agreement, you may seem ready to contact its landowners. However, a good preparation prior to this contact is essential to make the process more productive and fulfilling for both parties. Since the main task of personal contact is to provide information, you must research different types of information in advance.

If you have developed a strategy to prioritise your action, you will find it easier to focus efforts on the most important values of the property to visit. It is essential to collect **maps and aerial photos** to know natural areas, waterways, buildings, roads, property lines and other important features of the property. Aerial photos

<sup>2</sup> You can refer to the [European Manual on Land Stewardship](#) (Sabaté et al, 2013) for further guidance on how to engage landowners in land stewardship.



provide the only 'true picture' of a site and also give some historical information, depending on the year they were taken. You can check the municipal planning to obtain more detailed maps. The information obtained can be used to create a landowner map: a map that illustrates the natural and human features of the area that will probably be a valuable resource contacting a person.

**Legal information** is also very important. Land registry maps are useful for identifying property limits and the area dimensions, and also the name of the owners. Where information gaps persist, you can fill in the blanks later on by interviewing the landowner or by talking with neighbours or other landowners in the area. You will find some more clues on legal issues of land stewardship agreements in the 4th tool: *A model of land stewardship agreement*.

See Box 1 for the main baseline information about the properties that you should look for before contacting landowners.

**BOX 1****Checklist of baseline information to be collected before contacting landowners.** Source: Asensio et al. (2008)

- Owner's and manager's contact details.
- Location of the property within the corresponding boundaries (geo-referenced information, UTM coordinates and map).
- The property's land registry information and records of the ownership (owner's name, surface area, charges, etc.).
- Information about the property's conservation values which justifies the stewardship agreement.
- Property's detailed map, including the main elements of interest.
- Information about land uses and activities.
- Property's urban condition (developable land or non-developable land, etc.) and related regulations.
- Property photographs (with a map of photograph points)

Collecting all this information will help focusing on the most relevant issues while designing and negotiating the stewardship agreement and thus design the negotiation strategy. It can even be used to gain owner's complicity, since owners may discover certain aspects and values that they did not know or appreciate before.

Obtaining good baseline information of the property will also set the foundations of a proper monitoring of the agreement. Bear in mind that this information will provide evidence of the property's initial conditions when establishing the agreement.

However some of the information about the property will be available through different sources, it is obvious that once you contact the landowners and start a negotiating process, more first-hand information will become available. In any case, it is important to complete all the baseline information when the agreement is established.

### 3.2.2 CONTACTING LANDOWNERS

After having decided where you want to intervene, and obtained some basic information on the property, you can get in contact with the owners and arrange a visit to the property together, and thus begin a relationship with them. Remember that it can also happen that the landowner can be the first to contact you!

You may move forward on the basis of a previous contact with an acquaintance of the landowner (a friend, a neighbour or a member of the city council...). This previous contact can serve to inform the landowner that he or she will receive a phone call by a respectful and supportive conservation group he or she knows, contributing to build trust. Alternatively, you can arrange a workshop, a public discussion or an information event to invite a group of landowners —and other stakeholders— of an area. This event can be useful to explain your mission and actions and to prepare landowners for individual contacts.

When contacting with an unknown landowner for the first time, you have to be ready to respond properly to any reluctance he or she may present. They may have had a bad experience with another group, think they will have to give up money or rights, are worried about what their neighbours will think, are suffering personal or economic hardship, or just don't like to be involved in public programmes. They may also mistrust you as part of the conservationist or environmentalist movement. This is precisely why contacting with landowners is necessary: to generate a better understanding amongst landowners and stewardship organisations.

### 3.2.3 FIRST PERSONAL VISIT

The first visit is meant to make an initial exchange of positions, and to open communication with the owners. It gives landowners an opportunity to obtain information on land stewardship options and allows you to hear them talk about their land, how they manage it, what they know about the resources, as well as the history of the land (past owners and uses...).

During this first visit, a walk-about around a site with the owners can offer you an opportunity to point out plant or animal species, valuable habitats and other signs of wildlife, best practices in the owners' specific crop production or use of the land, or cultural heritage (stone walls, traditional constructions...). Finding out how a landowner protects or manages natural and cultural features of their property and

providing landowners with information on how to further protect these features is a first step to build a long-term relationship.

Since landowner contact is a continuous process, what does not get accomplished on this visit can be done later. Probably, after the first visit, there will be further meetings to define and negotiate the agreement. Therefore it is always important to arrange a follow-up visit after the first and the following encounters. Mutual trust and owner's motivation are imperative conditions for a successful agreement with the landowner. You will find some tips to motivate landowners in Box 1 and the publication [Landowners contact guide for British Columbia](#) (Duynstee, 1997).

It is essential to prepare written information, such as brochures of the organisation or some of your projects or stewardship agreements. It is also important to offer a brief presentation on the property with the main values, maps and aerial photos, based on the work done during the baseline information collection phase. To explain how land stewardship works, it is useful to provide a guide or a manual (e.g. the [European Manual on Land Stewardship](#)). These materials will surely be used by landowners after the visit, to obtain more information on stewardship and to share them with their family, other landowners, or their legal counsellors.

After the visit, it proves helpful to fill in a form to record observations during the site visit. Early in the process, before any visit is made, you must decide exactly what information you want to collect. Once the site is visited, you will fill in the remainder, noting such details as prominent natural and cultural features and the landowner's interests, attitude and concerns.

Short-term follow-ups generally consist of a simple thank-you letter or e-mail one or two weeks after the visit. That gives you enough time to review the main comments and ideas discussed during the visit and include information about upcoming events such as workshops or field trips. It is also a good opportunity to incorporate responses to any unanswered questions during the site visit. As well as saying thank you, the letter or e-mail reinforces the positive experience of the visit and paves the way for further cooperative efforts.

It is the owner now who is meant to take further action —at the very least, after reading the message they should know how to get in contact with you in case they need anything else.

## BOX 2

## Tips to motivate and involve landowners

Source: Sabaté et al., (2013), adapted from Duynstee (1997)

- Generate a **relaxed atmosphere** before starting to talk about land stewardship options. Start by asking the owner about subjects he or she is comfortable with. This period of introduction can help put the two of you at ease with each other. Once you're both feeling comfortable, get down to business.
- A visit is a **two-way conversation**, not an interview. Don't bring a questionnaire with you, or make extensive notes during your visit. If you want to know something, ask informally. Then record your information on a document after you leave, while details of the visit are still fresh in your mind.
- In the first meeting, **pay attention** and detect the owner's main interests and worries in order to offer him or her solutions to be included, if possible, in the agreement. Active listening —listening to both the feeling and the meaning of what speaker is saying— can help you get a better understanding of a landowner's perspective.
- Provide the owner with **clear information** about the value of his or her land and the importance of its conservation. Showing pictures, data and visiting the property is a good way to generate confidence in this sense.
- Clarify the confidentiality of your conversation and site notes right away. Be honest about the fact that some information will be retained in your records, reiterating that no details will be released without the owner having first given permission.
- Explain and remark the **benefits and advantages** that you can offer the owner (such as commitment, advice, support, information...). Also highlight the intangible benefits such as personal satisfaction, social recognition and learning. Basic information about how your organisation is funded and who is paying for this service could be clarified here so the owner does not assume he will bear the cost.
- Do not generate **expectations** that you will not be able to satisfy.
- Remark the importance of the **owner's implication** to ensure a long term conservation of land's values.
- Avoid **critiquing** the owner's land management practices.
- Inspire **credibility** by explaining the good results that you achieved in other agreements. In this sense, offer the possibility of visiting other properties to share impressions and feelings with other owners.
- Have ready **responses** to **frequently asked questions** from landowners (see Frequently Asked Questions in the LandLife website)

### 3.3 DESIGNING AND NEGOTIATING AGREEMENTS

If you have reached this phase it means that you have started to build a relationship of trust with the landowner. Probably then both of you are ready to start talking about what shared goals can be reached through a land stewardship agreement. The process to get to sign an agreement may be long, and it may include further visits to the property and a necessary negotiation with the owner, and even involving any other parties in the agreement.

Needless to say, it is very important to keep trust and respect as the basis of any negotiation process, and that the negotiation process should be undertaken by the same representative of the organisation so the landowner has someone to rely on. The role of this person will be crucial throughout the negotiation. Now, some useful tips to be considered during the negotiation with the landowner are presented.

#### BOX 3

#### Key rules to be considered during any stewardship agreement negotiation. Source: Based on Capdevila et al. (2008)

- **Land stewardship offers solutions and benefits for the property.** This idea should be made clear throughout the whole negotiation. This implies offering proper information about what stewardship is and what can it offer to the owner.
- **No one will negotiate with you unless he thinks that you can help him/her.** A good explanation is required on how you – and the agreement – can benefit the landowner. It is very important to stress what your organisation can provide to landowners that they can't easily obtain otherwise.
- **The alternatives represent all the power you have in negotiation.** In any negotiation it is important to look outward and be aware of existing solutions for both sides. You must value successfully all alternatives before closing a deal. This will let you know the real value of each possible deal, and reach the best agreement.
- **Identify particular interests at stake.** Each party has its own interests, and each party values them in their own way. It is very important to distinguish those interests, because they will be the main keys in negotiation. The agreement must satisfy, to a greater or lesser extent, the interests of both parties.
- **The negotiation rules are tacitly accepted through the relationship established by both parts.** The rules of the negotiation (treatment, time and location of meetings, formality, media between parts, etc.) are unique to each agreement, depending to your interlocutor.
- **Best attitudes and values to negotiate:** be respectful, humble, honest, patient, persistent and persuasive. You must practise active listening, don't force the agreement and never forget that landowners always have the last say.

During the negotiations of the agreement, you may have to resolve many aspects depending on the property features, the landowner interests and concerns, your goals – and available resources. The most common aspects to be taken into account while designing and negotiating agreements are the following ones:

**Land stewardship option.** There are three main options for land stewardship agreements, depending on the subsequent relationship of the landowner with his or her property, and they usually are represented as a sequence of mechanisms (see figure 2):

**FIGURE 2**  
**Land stewardship agreements options.** Source: Adapted from Sabaté et al., (2013)



- Management support: Agreements where the landowner continues to manage the land, but he or she commits to conservation-oriented actions.
- Management transfer: Agreements where property’s management is, totally or partially, transferred to the land stewardship organisation.
- Property transfer: Agreements that imply transfer of property title to the land stewardship organisation.

Every option has particular conditions according to legislation, so you (and the landowner as well) may need a legal advisor (see 4th tool: *A model of land stewardship agreement*).

**Site planning.** Some stewardship agreements involve the drafting of a management plan, namely, a technical document that will determine strategies and actions in the mid and long term that will be developed on the property (see 5th tool for a proposal of a land management plan). However, in many cases it won't be necessary to elaborate an exhaustive management plan, avoiding then the related economic cost. Simple management guidelines and practices will be enough. These guidelines can be detailed in the covenants of the agreement (see 4th tool: *A model of land stewardship agreement*) or attached as an add-on to the agreement, or written later once the agreement has been reached.

**Land management responsibility.** If the landowner accepts, you feel capable and the site has a clear strategic importance, you may assume land management. However, you must be realistic and avoid commitments that exceed your capacities. In this sense, many land stewardship organisations, especially smaller, avoid taking full management of the site, but prefer to advise the owner on new management criteria that conserve natural resources and values.

**Who implements and finances the management measures and practices?** It is important that the agreement determines the responsibility for implementing each management measures and possible ways of financing them, as well as eventual subsidies and tax benefits. Different stakeholders can assume funding: landowners, land stewardship organisations, government agencies, sponsors, etc.

**Public communication.** It is important for you that the agreement is well known by media, the neighbourhood and other stakeholders, and probably the landowner will be interested too. However, there may be owners not interested to publicise the agreement in case it increases the number of unwanted or unexpected visitors in his or her property or it reduces its value. You should agree on how the agreement will be communicated (if so). The usual way is to make the agreement public in local media. This contributes to the recognition of the agreement and allows other owners to be interested on land stewardship.

**Signposting properties.** Another way to communicate agreements is by installing signposts in the main entrances to the property, where to include the name of the property and the existence of an agreement. You should agree on how this signposts must be (you may have a standard signpost to identify the properties where you intervene) and who is held responsible for its funding and maintenance.

**Agreement monitoring.** It is essential to provide a monitoring programme to check periodically the implementation of the commitments by both parties (see section 3.4.1).

**Duration.** The duration of the agreement can vary on the selected option, but it is recommended to establish agreements for a long period of time, over more than 10 years or even perpetual if possible, to make sure efforts made by all parties are long lasting. Establishing an agreement may take you time and a long dialogue and negotiation process with the landowner thus being a reason to encourage long standing agreements.

All these aspects should be thoroughly discussed with the landowner before reaching an agreement. As in any negotiation process, any party is free to withdraw from the negotiation if they feel that the other party's demands do not match their interests and capabilities.

Once the agreement is reached, it is important to write a good agreement as a first step to achieve full compliance, so the terms and commitments are clear, unambiguous and applicable to ensure good monitoring. To work for a clear and executive agreement you can search for information in the 4th tool of the land stewardship toolkit (A model of land stewardship agreement), and also consult the [LandLife Helpdesk](#) in case you have some specific questions. Legal advice to both parties is always advisable and you should invite the landowners to obtain legal counsel before signing the agreement.

### 3.4 AFTER SIGNING THE AGREEMENT

Beyond specific commitments under each agreement, once the collaboration with the landowner begins, there are **two long-term responsibilities** that require special attention: **basic advice to landowners and maintaining contact with them**. These duties are essential because you need the involvement of the owner to ensure compliance with the commitments stated upon the agreement.

#### 3.4.1 OFFERING BASIC ADVICE TO THE LANDOWNER

The relationship with landowners is always based on mutual trust thanks to a continuous exchange of information and concerns. Your role as stewardship organisation is to offer any advice or guidance the owner may need in the interpretation of the agreement and advising him or her on decisions related to the management and conservation of the property.

If the landowner needs it, you can inform him or her about changes and new technical and legal issues that may affect the land (subsidies, tax reliefs, new management techniques, news, etc.). Additional information that you can provide are various communication and participation opportunities that may arise as the celebration of events (e.g. the [European Land Stewardship Week](#), landowner meetings), opportunities for volunteer supported action in the property or fairs and public events where to present their conservation efforts and to show the products and activities at the property as a conservation-quality product.

Moreover, the relationship with the landowner is built through regular contact between you two (see box 4).



**BOX 4****Tips to maintain long-term contact with the landowners**

Source: Basora &amp; Sabaté (2006)

- Calling landowners periodically keeping in touch to know and talk about the site
- Informing landowners before a staff or volunteers visit to the property.
- Visiting the properties once a year (minimum) with the owner.
- Sending him or her the newsletter (consider having a specific newsletter aimed at landowners).
- Sending him or her greetings for special season events (New Year, spring, summer solstice, etc.).
- Inviting landowners to public events you may arrange, and by other institutions, where to learn and share their experience.
- Organising an annual meeting (e.g. a dinner or a picnic) inviting all owners and staff involved in the stewardship agreements. It is a good time for the owners to know about similar experiences or different realities, and to exchange impressions.
- Planning workshops with landowners or themed visits to properties with agreements.

Meanwhile, the owners may also contact you if they think it is necessary. In fact, one of the deals that usually includes the stewardship agreements is the owner commitment to inform the organisation when they are conducting an important action on the property and, in particular, the intention to sell (or donate, etc.) or lease the property to a third party. Mutual trust and regular contact are essential to achieve this disposition of the owners.

### 3.4.2 MONITORING PROTOCOL

Monitoring is the main way for testing and confirming that land stewardship is effective for the conservation of natural heritage and landscape. For this very reason it can become your tool to certify your activities with public administrations, your co-workers and partners, and society as a whole. It will also play an important role in the future recognition of fiscal incentives for land stewardship. However, monitoring agreements have other specific aims (see Box 4).

#### BOX 5

**Aims of an effective agreement monitoring.** Source: Sabaté et al. (2013)

- Maintain and improve the relationship with the landowner.
- Obtain regularly details of the property state.
- Ensure or help ensure that the agreement is fulfilled.
- Verify if the agreement actually helps achieving conservation goals.
- Identify opportunities for future management.
- Identify potential of conflicts and facilitate their solution.

Generally, monitoring procedures within the agreement are your responsibility as land stewardship organisation. That means regular visits to the property by staff to review and assess the conservation state of the property and to ensure the compliance of the agreement. Of course, that may represent an expense in time and resources, and it is an aspect to be considered in the planning and preparation of your initiatives.

In order to allow precise agreement monitoring, the maximum clarity regarding the elements needed to preserve, and the goals to achieve, is required. The stewardship agreement should clearly articulate the objectives to be achieved and include the aspects to take into account at the time of monitoring along with its accepted standards. It is important to include these objectives and tracking parameters as precisely as technically possible (see 4th tool: *A model of land stewardship agreement* for some recommendations on how to write land stewardship agreements).

It can be a good idea to **involve landowners** in monitoring, for example by accompanying you during the visit and sharing the evaluation of the implementation and success of the agreement. With such an involvement, the objective is for the monitoring not to turn into a transfer of information to the owner, but a cause for a joint reflection and to benefit both the relationship and the agreement.

We recommend you to establish a **monitoring protocol** or joint methodology to all the properties where you have agreements. The diversity of agreements and properties will entail different requirements in each case, but if possible, a common procedure will help providing comparability amongst your agreements and even other organisations agreements. Some land stewardship networks, as the Catalan xct, has done so (see Asensio et al., 2008), for the benefit of all its members, and to easily communicate the positive impact of land stewardship in the conservation of nature and landscape in Catalonia. Some of the contents of this tool refer to that protocol.

Followingly you will find the key issues to conduct a monitoring and assessment protocol for land stewardship agreements in a simple, easy, precise, effective and affordable way, although you will have to personalise it according to your context and reality.

The monitoring protocol must define your **monitoring policy** to ensure it is carried out regardless of whether the person in charge changes in the future. The monitoring protocol will have to outline the monitoring procedures and the steps to be taken to achieve the objectives.

Monitoring must be a regular and methodical activity (i.e. performed at the same time of the year, to increase comparability). The **number of visits** can be set according to the real need for each agreement. However, one or at most two visits per year are recommended. In those properties with more intensive uses, or where you have been actively involved in their management, may require more frequent monitoring. You can also set up monitoring campaigns at particular times if the characteristics of the property and its natural values require so.

In case of very restrictive agreements, in busy places or peri-urban lands or when changes in the property occur (in agricultural activity or forestry, construction of new buildings, restoration work, open crossings to essential supplies etc.) it may be necessary to increase the frequency to ensure its compliance or that there is no relevant impact to the property.

You need to establish **the monitoring method** in order for it to be reproducible (photographic points, routes, samplings, fauna census, etc.). It will vary on the basis of the values and heritage elements that were the subject of the agreement, but, we recommend using a simple, practical and effective method e.g. monitoring photographs taken from the same place every year in the established routes to identify changes in landscape and habitats. You may use other established and renowned monitoring methods, such as the [Butterfly Monitoring Scheme](#) (BMS) or similar. Universities, research institutes and natural history organisations in your country may help you identifying the most suitable monitoring methods for your case, and also provide you with detailed information on a specific habitat or species.

If monitoring routes are set, you will need to correctly map them so that the method can be reproduced year after year, by different people if necessary. It is recommended to cover the entire property to be sure to monitor it in its entirety, and you may also have to establish routes for alternating years. It is important that the routes cover the property's boundaries and the most important elements of the agreement.

You must define the required profile to do the monitoring and/or the detailed knowledge required to do it. The monitoring can be done by your technical staff or volunteers, but generally, people who carry out the monitoring should be: familiar with the property, have the technical know-how needed, know the organisation's philosophy, the management plan (if there is one or the annual work plan), and be able to appreciate the changes, alterations and management opportunities in the property and its surroundings. Additionally, it is possible that certain agreements may need concrete training or expertise (in botany or certain species of fauna). It is important to ensure some stability in reference to the person who monitors to optimise the property's knowledge process and to ensure that future changes are identified, as well as to be able to have a closer relationship with the property.

We also recommend getting acquainted with groups and persons in the property's area and engage the maximum number of social actors possible participating in the monitoring in some way, to make the work easier and more participative.

**BOX 6****Land stewardship agreements monitoring protocol, step by step**

Source: Basora & Sabaté (2006)

**Most common material and documentation**

- Vehicle that can gain access to the property
- Map of the property and how to get there
- Digital camera
- Binoculars
- Bird and flora field guides
- Appropriate clothing and shoes to walk around the countryside
- Water
- Copy of baseline information and the agreement
- Monitoring field card (see annex)

**Before the field visit**

- Review the agreement one month before the field visit.
- Contact the owner, at least 15 days before the visit, to ask them to accompany you.
- At least 15 days before the visit, let all the stakeholders involved in the initiative know you will be carrying out the monitoring.

- Study the map of the property that you will use during the visit.
- Prepare the necessary material to carry out the monitoring.
- Take out additional insurance for the person who is carrying out the monitoring in case they are not one of the organisation's staff.

#### **Field procedure**

- Firstly, sit down to talk about the property, its evolution, to see if there have been any changes.
- Let the owners explain their concerns and opinions on the property. This will help keeping relations of trust.
- Follow the set roadmap and take photographs at the indicated sites and any incidence. Be aware of the agreement's objectives compliance.
- If you see something positive during the visit, underline it. If you find any default or defect, ask why, and try not to give off the impression of distrust in the owner.
- If you think that there has been an infringement due to an owner's failure tell them that you will contact them later on to discuss it.
- At the end of the visit ask them if they have any doubts.
- Remind them that you will send a monitoring report.
- Thank the owner for their cooperation.
- Take the opportunity to meet the people involved in the initiative, or, who you deem appropriate (rangers, city council officers, other organisations, etc.).

#### **After the visit**

- Complete the monitoring report with the collected information, mark in the map the route you followed and trace where photographs were taken.
- Organise and file documents and photographs.
- Send the monitoring report to the owner and any other partner or stewardship initiative collaborator.

### 3.4.3 ASSESSING THE EFFECTIVENESS OF THE AGREEMENT

Following the monitoring protocol will allow you to know how the agreement is being implemented, and provide you with first-hand information about the effectiveness of the agreement. At least once a year, we recommend you to evaluate the agreement and see if the property is meeting the intended objectives, as well as defining possible further improvements regarding management strategies and the agreement. The owner, and if necessary, the different contributors involved in the project, should be invited to the meeting. In each assessment it is recommended that, jointly, you think about future improvements in conservation strategies, management and the agreement itself.

We propose a management effectiveness evaluation method where you can rate from 5 (complete success) to 0 (non-compliance) the different aspects of the property management relating to its monitoring: baseline information, its resources conservation status, present threats and impacts, and finally, the existence of regulation or management plans. With this assessment you will obtain a ratio which enables comparison between properties and agreements. (See next table)

**Table 1**  
**Effectiveness evaluation of management and monitoring table.**

Source: Asensio et al. (2008)

<p>Baseline information</p> <p>Score: ___ / 5</p>	<p>5- There is detailed information regarding the main natural, cultural and landscape heritage values with a systematic recording of information and property's maps.</p> <p>4- There is detailed information but there is no systematic recording regarding the heritage.</p> <p>3- There are adequate maps but there is a lack of field based data. The main conservation objectives have not been identified.</p> <p>2- There is vague and inaccurate information. The main conservation objectives have not been identified.</p> <p>1- There is a lack of maps and basic available information.</p> <p>0- There is wrong information, that is not correct.</p>
<p>Natural, cultural and landscape values conservation</p> <p>Score: ___ / 5</p>	<p>5- The property's values are in an excellent conservation status and we continue working towards its improvement.</p> <p>4- The property's values are in a state of favourable conservation and the improvement is due to the establishment of management.</p> <p>3- In order to improve the conservation status, action is needed.</p> <p>2- There is not a clear trend towards the improvement of the property.</p> <p>1- The site has been affected by changes outside the property and its management. The resources conservation status has worsened.</p> <p>0- The site's values have been lost due to a mismanagement in the past year.</p>



<p>Threats and negative implications</p> <p>Score: _ / 5</p>	<ul style="list-style-type: none"><li>5- Currently the property does not suffer from any serious threats and is not affected by other activities.</li><li>4- The site does not suffer from any implications but is affected by other activities carried out outside.</li><li>3- The site does not suffer from any implications but there are threats due to activities taken place outside and out of the manager's control.</li><li>2- The site's values are slightly threatened by implications caused in the site.</li><li>1- The site's values are clearly threatened by implications caused in the site.</li><li>0- The site's values are seriously threatened by implications caused in the site.</li></ul>
<p>Planning and degree of protection</p> <p>Score: _ / 5</p>	<ul style="list-style-type: none"><li>5- There is a zonation that is a response to the agreement conservation objectives. There are clear rules and it is contained in a document.</li><li>4- There is a clear and appropriate zonation but it is not documented.</li><li>3- The zonation is drawn on a map but is not in line with defined criteria and the regulations are vague.</li><li>2- Zonation and its regulations are vague and imprecise.</li><li>1- There is no zonation or use regulation.</li><li>0- Zonation is of a poor criteria and negatively affects the conservation.</li></ul>
<p>Management plan</p> <p>Score: _ / 5</p>	<ul style="list-style-type: none"><li>5- There is a property's management plan that defines its objectives and the actions to carry out the next year.</li><li>4- There is a management plan but it is incomplete and it needs to be updated.</li><li>3- There is not a management plan but there is an annual plan that is complied and consistent with the agreement's philosophy and the conservation of the property's values.</li><li>2- There are no planning documents but there are coherent lines of action.</li><li>1- Activities carried out are opportunistic and improvised.</li><li>0- Activities carried out disagree with the property conservation and the agreement's objectives.</li></ul>

Estimating the effectiveness of your agreements not only offers valuable information to improve the management of the land you take care of, but can also be useful to contribute to the recognition of land stewardship as a valid nature conservation strategy. Indeed, measuring the (positive) impact of land stewardship initiatives on heritage conservation, local economies and citizen's welfare is crucial to understand the role of stewardship in national and regional heritage conservation strategies.

The Catalan Land Stewardship Network (Soler et al., 2013) developed a [system of indicators](#) to precisely calculate the impact of land stewardship initiatives, formed by a set of 27 indicators, related to strategic issues (total investments, action in protected areas...), conservation issues (habitat or species conservation data, aims and actions of the agreement..) and socioeconomic issues (job creation, volunteer participation, presence in media...). Developing a joint system of indicators, shared by several stewardship organisations, can be a strong tool to achieve higher outreach of land stewardship in your country.

#### 3.4.4 HOW TO DEAL WITH THE NON-COMPLIANCE OF AGREEMENTS

If an **agreement's non-compliance** is detected during the monitoring process, you will need to document this and assess the consequences within the environment, and the agreement, that this non-compliance involves.

To face this problem we recommend that you discuss it with the owner, and the agreement's different parties, to evaluate the reason why it could not be accomplished, and try negotiating the agreement terms in a more realistic view, aiming to achieve desired conservation goals. Helping the owner implementing some action might be necessary to adjust the terms of the agreement to achievable actions.

In case of **disagreement during this negotiation**, we recommend you to appoint (by mutual agreement) a third-party or organisation that will act as a mediator, with the aim to find a consensual solution. If the disagreement is not settled by negotiation, you can attempt arbitration (in accordance with arbitration law current at the time the conflict occurs). We also provide the option of terminating the contract or taking legal action to enforce compliance, just as a measure of last resort. In any case, if the agreement is properly drafted (see 4th tool: *A model of land stewardship agreement*), it will contain the necessary legal procedures to deal with non-compliances.

#### 3.5 INFORMATION AND DOCUMENTATION STORAGE PROCEDURE

It is important to keep your information organised. Year by year you will generate a lot of information, about properties of interest, interesting properties and landowners, projects, stewardship agreements and its monitoring documents... and you will need to store all this information in such a way you will be able to recover it in a fast and secure way.

Collecting all relevant information about your stewardship agreements and sharing it with other organisations and networks will help strengthening the impact of land



stewardship in your region, since it will be easier to offer joint data of ongoing land stewardship initiatives in national and regional inventories.

You can organise the information about initiatives and agreements in separate folders sorted geographically. Box 7 offers a proposal to organise the folder of a given stewardship agreement, that can be used also in case you have identified an interesting property or landowner but have not reached an agreement yet:

**BOX 7****Agreement folder organisation proposal**

Source: based on Capdevila et al. (2008)

- **Property's information:** Maps of the region, reports and studies about its values, photographs...
- **Landowner and manager:** Information and files about the landowner and/or manager
- **Agreement information:** The agreement document and its possible add-ons and annexes.
- **Visit's register and minutes of meetings:** Documents arising from visits and interactions with the landowner or manager
- **Monitoring and assessment reports:** Documents arising from monitoring visits (photographs, field survey forms...) and compliance assessment of the agreement.
- **Press releases:** Any appearance in public media should be collected (photos, reports, videos...)

Database management software (e.g. [Microsoft Access](#), or the free software of [LibreOffice Base](#) and [PostgreSQL](#)) may be needed to easily handle all the information generated during the monitoring process, and some land stewardship networks have developed their own storage system, making them available for all member organisations. See Box 8 for an example of contents of a file containing agreement information.

## BOX 8

## Agreement file contents

Source: based on Capdevila et al. (2008)

- **Name of the property** as stated in the agreement. This will be the name to recognise the agreement.
- **Kind of agreement** (e.g. lease, session, donation...).
- **Year of the agreement** (i.e. when the agreement was signed) and **planned deadline**.
- **Renewal date**. On the basis of the year the agreement was signed and the planned deadline you should fix a date to renew the agreement.
- **UTM coordinates** (x,y). Map coordinates where the property is situated.
- **Brief description of the agreement**.
- **Objectives of the agreement**. Detailed objectives included in the agreement. These are needed to assess the agreement and to evaluate its compliance level.
- **Specific actions**. At least the three main actions that will be developed in the property in the agreement's framework.
- **People and properties related to the agreement**. List all the people related to the agreement and their relationship with it (owners, city council, etc.).
- **Other organisations** that collaborate with the agreement.
- **Monitoring reports**. List of all the monitoring reports carried out for this agreement, sorted by date.
- **Agreement's assessment**. List of all the assessment reports carried out for this agreement, sorted by date.
- **Other supplementary information**.
- **Comments regarding the agreement**.
- **List of related documents**.

Similar files could be prepared to register monitoring visits (that could take a form of a field card instead, see annex 1), assessment records, and even personal details of landowners and other stakeholders. The more information you collect the more able you will be to do a proper monitoring of your agreements, however you should take care on only focus on relevant information, so you don't get drowned by a vast amount of information.



## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

## 3<sup>RD</sup> TOOL

DESIGNING, NEGOTIATING AND  
MONITORING LAND STEWARDSHIP  
AGREEMENTS

Although at the moment, the general trend is moving away from printing documents (in order to reduce the consumption of paper and waste prevention), given the importance of monitoring documents, we recommend you to have a printed version, to offer a more user-friendly access. This version can include the generated field cards for every visit (see annex 1).



**ANNEX 1. FIELD SURVEY FORM (MONITORING PROTOCOL)**

Note: the fields contained in this survey form should also

<b>General notes</b>	
Property or site's name:	
Municipality:	
Monitoring visit date:	
Name of the person in charge of the monitoring:	
Name of persons attending the visit:	

<b>Unusual discoveries</b>	
Soil	
Flora	
Wildlife	
Landscape	
Uses and activities	Agriculture
	Grazing
	Forestry
	Hunting
	Fishing
	Residential
	Leisure and public use
Others	



**LAND STEWARDSHIP TOOLKIT**

BASIC TOOLS FOR LAND STEWARDSHIP ORGANISATIONS IN EUROPE

3<sup>RD</sup> TOOL

DESIGNING, NEGOTIATING AND MONITORING LAND STEWARDSHIP AGREEMENTS

<b>Building elements (including dry stone walls, farmhouses, bridges, etc.)</b>		<b>Incidence</b>
<b>Facilities (including signalling, tables, buildings, watchtowers, stepping stones, etc.)</b>		
Facilities (including signalling, tables, buildings, watchtowers, stepping stones, etc.)	Conservation status	Incidence

Action and works underway (projects being implemented whether by the organisation, the landowner, other organisations or administrations)

State of cleanliness

Ideas and proposals for future management and conservation actions

Further notes

## ANNEX 2. REFERENCES

Asensio, N.; Capdevila, M.; Collado, H. (2008). *Protocol de seguiment i avaluació d'acords per a entitats de custòdia del territori. Aplicatiu en base de dades Documents ocasionals de la Xarxa de Custòdia del Territori*, 16. 2nd revised edition. XCT.

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Byers, E. ; Marchetti Ponte, K. (2005). *The conservation easement handbook. The Trust for Public Land and The Land Trust Alliance with assistance from the National Trust for Historic Preservation and Scenic America*. Revised and enlarged 2nd edition. Contains a CD with models of forms.

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## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

4TH TOOL

# A MODEL OF LAND STEWARDSHIP AGREEMENT



## 4<sup>TH</sup> TOOL

# A MODEL OF LAND STEWARDSHIP AGREEMENT

A stewardship agreement is an open document in which parties can include what they consider most appropriate as the result of negotiations carried out. It is not possible to draw a model of agreement suitable for each and every national law in Europe, as common legal forms (e.g. lease, legacy or donation) may not have the same features, wherever they exist. Bearing that in mind, **this tool provides a model of management support agreement**, that is one of the most used for stewardship purposes and also one the less likely to be regulated in your national law. The model that we suggest in this tool can be used in most of legal contexts and is regulated by the will of parties.

In addition to the model of stewardship agreement, you will find **some guidance about the legal nature of stewardship agreements, the options you can consider and what to bear in mind to create a solid agreement** for a successful and long-term experience. See the 3rd Tool of the Toolkit to find more information on the design, negotiation and monitoring of land stewardship agreements.

Finally, when using this tool you should bear in mind the following notices:

- **Land owners and land managers:** land stewardship agreements are very often signed between the landowners and the stewardship organisation. However, they can also be signed -or exclusively- by a land manager, e.g. a leaser, depending on the aims and activities to be achieved, or the faculties involved. In this tool we often refer to landowners as short for “landowners and/or land managers”.
- **Private and public law:** stewardship agreements are regulated by private law, (i.e. the law that regulates the relations among private parties), in opposition to public law (which is the law that regulates the relations among public bodies or between them and particulars).
- **Public bodies:** public bodies and institutions can also sign stewardship agreements with private subjects. However, if you are a civil servant or a member of the staff of a public body you can use this tool as a reference, but you should bear in mind that your institution is not subject to private law, but to public law. Thus, the capacity, procedure and formalities to sign agreements with particulars depends on your national public contract law.
- **Differences among legal systems:** differences among legal systems throughout Europe are important to be borne in mind when using this tool, and especially those from Civil Law jurisdictions to Common Law ones (see figure 1).



- **Legal advice:** we strongly recommend you to provide yourself with legal advice when preparing a land stewardship agreement. When it is the case, this tool may help you to communicate your needs to your advisor, as very often he or she will not know much about land stewardship.

For further assistance on how to write land stewardship agreements, you can check the LandLife Helpdesk or refer to the European manual on Land Stewardship<sup>1</sup>.

FIGURE 1

Legal systems in Europe. Source: Sabaté et al (2013)



#### 4.1 LEGAL FRAMEWORK FOR LAND STEWARDSHIP AGREEMENTS

Land stewardship is a conservation philosophy based on **voluntarism instead of compulsory mandates**, and in private agreements instead of regulations submitted by the State. This is why from a legal point of view the most important difference with other environmental protection strategies is that **land stewardship concerns mainly private law instead of public law**.

<sup>1</sup> The European Manual “Caring together for nature - land stewardship as a tool to promote social involvement with the natural environment in Europe” includes real case studies from different European countries, explanations of land stewardship principles and advice on setting up successful and effective agreements. The full extended version is available for download in English [here](#).

As far as we know, land stewardship agreements are not regulated as such in the private law of any European country<sup>2</sup>. However, land stewardship agreements or any private forms of conservation may be recognised directly or indirectly in your national public law<sup>3</sup> supporting their goals through legal recognition or tax incentives.

Nevertheless, a land stewardship agreement can be either set in a form regulated by law (i.e. lease, donation, purchase) or in a document only regulated by the autonomy of will. The likeability of a stewardship agreement to be put in a form regulated by law generally runs into with the non-profit aim of the agreement: private law is committed to private interests, and thus profit interests –i.e. to earn a rent from a property versus to occupy it for own's profit- whereas stewardship agreements are about to protect common interests on private goods.

This is why **most land stewardship agreements do not fit any regulated form** but are documents only regulated by the will of the subjects who decide to sign them. This makes them very flexible and adaptable to any situation and goal for which the agreement is signed, no matter if a formal legal framework for land stewardship exists or not. Therefore, anywhere in Europe, even the smallest non-profit organisation interested in land stewardship can start to write its first agreement when a landowner is willing to sign it. However, not having a formal legal framework for land stewardship makes it more difficult to enforce stewardship agreements in case of disagreement, as they need to be interpreted only on the basis of the agreement itself, not having any general rules that could solve situations not regulated in the agreement.

In a land stewardship agreement, parties can freely choose whether to transfer rights of use to the stewardship organisation, or simply to establish duties for landowners in exchange for some management advice; they can also choose whether to establish an agreement strictly among themselves or to establish rights on the land enforceable against third parties (*in rem* rights<sup>4</sup>). According to this will, they will choose one or another regulated form, or a non-regulated form. The very specific features of land, goals and conservation restrictions in every case lead to notorious differences from one to the other, but we can see **three essential characteristics in land stewardship agreements**:

- **the right of the stewardship organisation to intervene in the powers of property** (more or less wide, depending on the agreement);
- **the absence of private profit**;
- **the social interest** consistent in land stewardship.

<sup>2</sup> as they are in the US by the 1981 Uniform Conservation Easements Act and very soon in Chile as *derecho real de conservación*.

<sup>3</sup> as it is in Spain by the 42/2007 *Act of natural heritage and biodiversity*.

<sup>4</sup> *In rem* rights are rights that accompany land, and not persons. *In rem* rights (or real estate rights) are constituted on the land to last on it regardless of changes in property (they are bound to the land). *In rem* rights are opposed to personal rights (i.e. those derived from a lease contract or any other personal agreement), which are only effective while the grantor is the owner of the land.

Due to its lack of regulation, the land stewardship agreement can receive many names as *land stewardship contract*, *land stewardship agreement*, *land stewardship convention*, *land management agreement*, *private land stewardship agreement*, *agreement for protection of...*, meaning no different legal forms if, in some cases, the titles convention or agreement may denote a lower level of commitment of the parties than the title contract. Some other times, the terms of collaboration may be written down in legally not-binding documents named collaboration convention, memorandum of understanding or any other so-like only useful as a reference roadmap for the common goals and intentions.

#### 4.2 FROM VERBAL AGREEMENTS TO TOP LEGAL CERTAINTY OF AGREEMENTS

Legal certainty is a central requirement of a law regulated society. This principle means that a legal system has to guarantee that the subjects know about their rights and obligations derived from any law, regulation or contract. Regarding private law, it simply means that **parts in a contract should be able to enforce the rights and legal positions derived from the agreements or business they sign**. What is more, legal certainty is not only useful to build trust amongst the parties involved in the agreements, but it is almost a sine qua non condition to endure legal recognition of incentives for land stewardship over the long term, thanks to the proof of lasting protection measures.

Land stewardship is, first of all, a means of understanding for landowners and stewardship organisations to jointly work to preserve natural, cultural or landscape values, so there is a long way to run before even a written agreement is needed<sup>5</sup>. This work may include **verbal agreements** for certain actions or mutual compromise, which are perfectly valid agreements however in case of disagreement their existence may be hard to prove. Therefore, from a judicial point of view, we can conclude verbal agreements have low legal certainty.

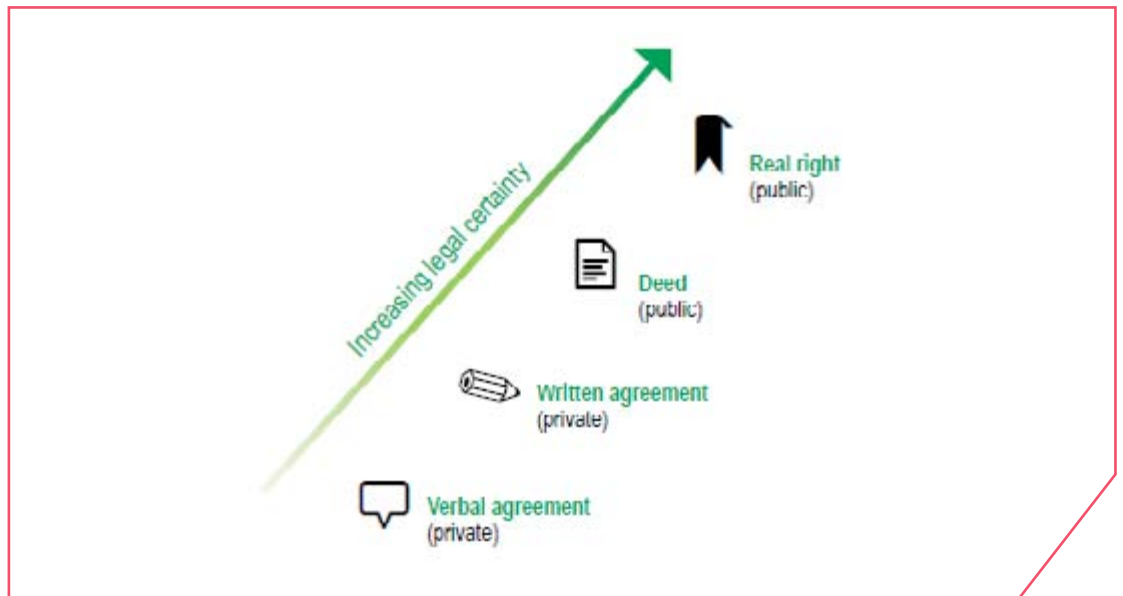
A **written and legally binding agreement** is a means to prove what has been agreed. This is definitely advised once the stewardship collaboration starts involving costs and efforts for the parties and interests worth to be protected, e.g. a lesser profit for the landowner due to certain restrictions, investments of public or private funds or costs in human or material resources by the stewardship organisation. Moreover, to reach higher legal certainty a written agreement should be very concrete on the commitment of parties, that is, to establish what they exactly must or must not do. This is especially relevant when stewardship agreements take no private law regulated form, as everything not being established by the parts will not be easy to interpret, given the lack of regulation or legal precedence.

Any written agreement can entail some formalities for a higher value in case we need evidence. One very well-known means is a **public deed**, a document signed before a notary, or any valid witnesses according to national law, that grants the validity of the document and of the capacity of the parties (e.g. that the landowner really owns the estate) and the freedom of their will (e.g. that nobody has been forced or deceived to sign the agreement). A deed is a document the authenticity of which does not need to be proved, as a private document does, in case of disagreement: a deed entitle its holder to a direct execution of his rights by the courts.

<sup>5</sup> see the 3rd tool for some guidance on how to engage landowners into land stewardship.

Most European countries have a **registration system for real estates**. If it is the case, this would be a fourth step to top legal certainty as land registries are committed to give publicity to the rights existing over real estate: through real estate register, third parties know about who is the owner and who the beneficiaries of any *in rem* right over a piece of land. Land registration is a procedure that will normally require the previous formalisation of the agreement in a deed. So, one step leads to the other towards top legal certainty of your agreements.

**FIGURE 2**  
**Legal certainty of land stewardship agreements**  
 Source: Adapted from Sabaté et al., (2013)



### 4.3 TYPES OF LAND STEWARDSHIP AGREEMENTS AND OPTIONS

There are three main options for land stewardship agreements, depending on the subsequent relationship of the landowners with their property, that are usually represented as a sequence of mechanisms (see Figure 2).

**FIGURE 3**  
**Land stewardship agreements options**  
 Source: Adapted from Sabaté et al., (2013)



#### 4.3.1 MANAGEMENT SUPPORT AGREEMENTS

We understand management support agreements as those **stewardship agreements where the landowner keeps the management of the land**. There are very few regulated options useful for that means; in some ways, forms as professional contracts or mandates can fit some of the features of land stewardship, but there’s no complete match that really gives parties a higher legal certainty than a contract based on the autonomy of will.

The management support agreement’s content can be very diverse, but can be summarised that, on the one side, the landowner agrees to let the stewardship organisation assess and monitor the management of land, and in some cases to carry out part of the management of its values; on the other side, the stewardship organisation agrees to advise, monitor, evaluate -and partially carry out when applicable- land management or improvement of the property with specific respect for natural and cultural values, or recommend specific activities or planning and management tools and even, where appropriate, seek funding to do so. That makes it an onerous contract, i.e. with reciprocal commitments of the parties (see Box 1 for a non-comprehensive list of commitments by the owner and the organisation).

The specific objectives of a management support agreement can be as diverse as the conservation or restoration of species, landscapes, habitats, architectural heritage or any other unique elements. To achieve these goals, parties agree certain management guidelines and performance improvement of the property. In some cases, it is necessary to establish usage restrictions such as not pouring pesticides, not digging or modifying relief, not drawing water from a pond to a minimum level, etc. Where appropriate, specific managing instructions can be established in the same agreement or in a management plan undersigned by the parties (see 4.4 “rights and obligations”).

**The model you can find in section 4.5 is of a management support agreement, so you can use it as a guideline if you think this would be the best option in your case.**

**BOX 1**

**Some examples of commitments of each party in a land stewardship agreement.** Source: Sabaté et al., (2013)

OWNER'S COMMITMENTS	LAND STEWARDSHIP ORGANISATION COMMITMENTS
To avoid clearing certain forests for its wildlife or its age.	To guide the owner in the interpretation of the agreement.
To adopt a game management plan to reduce cattle's impact.	To give advice on questions or decisions affecting the conservation of the property and research best practices recommended by experts.
To protect a spring or any other water feature.	To inform the owner about issues which could affect their property (news, subsidies, tax reliefs, management techniques, plans...)
To not build buildings/facilities incompatible with the objectives of the agreement.	To develop a management plan or guidelines for managing the land.
To avoid dumping of liquid or solid waste.	To support, cooperate in or even assume the execution of certain actions (with own, external or owner funding, and volunteers).
To conserve a type of crop or grazing area.	To monitor the agreement objectives through an annual visit and to write an annual report on the development of the agreement.
To collaborate with certain scientific studies.	To manage the lands with conservation and/or restoration objectives (in management transfer agreements).
To restore a forest of the property.	To promote social value activities related to the agreement (volunteering, educational visits, nature value product marketing, etc.)
To keep a particular use of the land.	
To allow people visiting the property under certain circumstances.	

#### 4.3.2 MANAGEMENT TRANSFER AGREEMENTS: LEASE, CESSION OF USE, USUFRUCT AND OTHER STEWARDSHIP RIGHTS

**Management transfer will be the best option when important restrictions or actions should be established or carried out, and whenever landowners are not interested in the use of the land.** Management transfer through **lease** is a costly option that not every stewardship organisation will have the capacity to carry on with; even a free cession of use implies management or tax costs for the stewardship organisation. This is also the case for purchase, donation or legacy, that we will see in section 4.3.3. LIFE programmes for the protection of habitats and species can cover these costs.

**Lease:** It is one of the best known options for management transfer. Through lease, the landowner transfers the use of the property to the lessee (in this case the stewardship organisation) in exchange for a rent. In a lease, therefore, the organisation assumes overall management of the land while the landowner keeps his/her right of property. The non-profit aims of the lease should be clearly established in the contract, as well as the management guidelines and restrictions (or even the obligation of the organisation to prepare a management plan). The landowner may agree a rent lower than market or even a symbolic rent in attention to them.

Stewardship organisations often consider the lease option when willing to carry out the management of agricultural and forestry estates of high natural interest or to secure uncultivated land in intensively exploited agricultural areas. There are also organisations that have capacity to conduct agricultural activity and make it an essential part of a land stewardship initiative.

**Cession of use:** The main difference with the lease is that there is no rent to be paid by the stewardship organisation, because the landowner cedes the use of the land for free, in attention to the aims of the agreement and to get the benefits of having the land cared of and permanently improved. This is an attractive option for those landowners who cannot manage the land on their own and have no intention or possibility to lease it to anyone else or taking any other profit easily.

**Usufruct:** full management of land can also be transferred in the form of an *in rem* right such as usufruct. Usufruct is a very wide *in rem* right that gives its beneficiary whole faculties of use and profit of the estate, whereas the landowner keeps the naked ownership, i.e. only the faculties of transferring the state, but not any of use or profit. Usufruct can be sold or donated, and very often is inherited as well. In the case of a usufruct for land stewardship this carries the idea of rescuing the use and profit to commit them to conservation. A very important difference with the former management transfer agreements is that usufruct is an *in rem* right, and thus independent on who owns the land, so should the property be transferred the usufruct would not be extinct.

**Other stewardship rights:** according to your national law, some other *in rem* rights such as servitudes can be useful for land stewardship. In Common Law systems, conservation easements<sup>6</sup> are very suitable legal forms for land stewardship, whereas trust is a common way to grant the common interest in natural and cultural heritage conservation very useful for land stewardship as well. We will not especially refer to them in this tool.

#### 4.3.3 PROPERTY TRANSFER AGREEMENTS: SALE, DONATION, LEGACY, EXCHANGE

In some cases, landowners are not interested in maintaining their right and be willing to pass it on through a purchase or a donation. To transfer ownership to a stewardship organisation is a way to ensure its safekeeping for a very long time, provided they establish the environmental fate of the property in the conditions of the transmission.

Stewardship organisations goals are of public interest and they have no profit. However, they can dispose their assets in the manner deemed most appropriate to achieve their social goals. Through a deed of sale or gift, or through a testamentary disposition, the landowner can oblige the stewardship organisation to allocate the estate specifically to land stewardship or else return it to the previous property. In some national laws this can be done perpetually and in others it will only be possible for a long period of time.

One attractive option for landowners when transferring their property to a stewardship organisation is to retain certain rights over it, such as partial uses consistent in the use of buildings or special areas of the property, collecting fruit of certain trees, crops or other. This option can be taken when donating land or even when selling it for a low or a bargain price.

Any of the following options is conditioned to the national rules, so they may not be available in your case. So are conditioned any options chosen in terms of duration and other limitations that national laws can foresee. In any case, when acquiring new properties, you will have to raise the new status of the estate in public through public registry of ownership to the deed of the property.

**Sale:** sale is a contract whereby the stewardship organisation acquires ownership of the estate in exchange for a fixed price. This can happen in the event you consider that the land has a very high environmental or strategic value and have means to actually pay its price. In other cases, the landowner may accept a lower price in response to the final destination and purpose of the sale, or given the decision to keep certain rights as described above. Whenever the sale is for a market price, the landowner will have no control over the final destination of the land, other than trusting you!

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<sup>6</sup> In Common Law systems, a conservation easement (also known as deed restriction) is a right that a land stewardship organisation acquires in the property of another person with the primary purpose of protecting land from certain forms of development or use. Lands for which conservation easements may be desirable include agricultural land, forest resources, and/or other valuable natural resources such as wildlife habitat, clean water, clean air, or scenic open space. Through conservation easements, such rights as to subdivide, overexploit or build on the land become separated from the other rights of ownership for a long period of time, or even for ever, regardless of property changes. Source: Glossary of the Manual Caring together for nature (Sabaté et al. 2013).



**Voluntary acquisition rights:** in some cases, and in most of national laws, property can be purchased in the exercise of voluntary acquisition rights. The voluntary acquisition rights can be established in any contract (e.g. a land stewardship contract) to grant the stewardship organisation the right to acquire ownership of the property within a specified period and under the conditions agreed. We refer to the **purchase option** and the **rights of pre-emption**.

Through a **purchase option**, the beneficiary (the stewardship organisation in this case) acquires freehold at a price agreed at any time within a deadline. National law can limit the maximum deadline and the possibility (or not) to give or sell this right to a third party.

Through the rights of pre-emption, if the landowner intends to sell the property to a third party, the stewardship organisation can buy it preferably on the same terms agreed with the third. Any of these methods can be interesting with the intention of making the agreement an opportunity for a long term conservation, but as long as it affects the powers of disposition of the landowner, it involves a greater involvement in the agreement.

**Donation:** in many cases, natural, cultural and landscape values are not linked to economic value or profitability, and the landowner may be willing to get rid of land in favour of a stewardship organisation that will manage it for public and future generations to enjoy.

In the case of donation the retaining of certain rights of use by the landowner is especially applicable. In every national law legal options should be found for a family to enjoy these rights throughout multiple generations. Furthermore, as said above, the donation of freehold should always be conditioned on the objective for which it was given to the stewardship organisation. This burden is imposed by the donor to the donee and even to future owners for a period of time depending on every national law, and may impose restrictions on the management of the estate or its destination.

One of the appeals of the donation is that as a charity act it can benefit from the tax incentives provided by every national law.

**Legacy:** land stewardship organisations perform a vital social function. Therefore, the provisions *mortis causa* are a good choice when deciding the target of personal assets after death to allow the preservation of natural, cultural and landscape values that we have enjoyed in life for generations to come. Knowledge and participation in the goals of a stewardship organisation in life is an element that can forge the will to entrust the nature conservancy of the property to this stewardship organisation after death.

We may think of *mortis causa* for donations of interesting land from the stewardship point of view. However, legacy and donation of money and other rights or property may also help the stewardship organisation reach its purposes. Legacy may also be a good way to release heir from taxes that they may not be able to bear, and through *mortis causa* provisions landowners can grant certain uses or profits to their heirs and assign the rest to the stewardship organisation.

*Mortis causa* options become effective with the death of his grantor and remain revocable until then. *Mortis causa* provisions are set up in a will or codicil (a document attached to an existing will), formalised by a notary in a public deed. Heritage and legacy are the best known *mortis causa* dispositions, but every national law can regulate other options that can be interesting for land stewardship purposes, such as inheritance, *mortis causa* donation or the attribution for cause of death.

The legacy is the grant of a right or of a specific inherited estate to a particular or determinable person. It can be set directly on its beneficiary or either be the universal heir (i.e. he who inherits all the property) who is obliged to grant this right to the beneficiary once he/she has accepted the inheritance. The legacy, unlike other stewardship options, can be revoked at any time during the life of the testator by the change of the will or simply conveying the ownership of the leased asset to a third party (thus expiring the will that causes the legacy).

Depending on the situation of each estate and family, legacy can display different situations. Through the legacy it can be expected that the organisation will become the owner of an estate, and thus ensure its preservation in perpetuity. This option is especially useful when there are no heirs, or when they do not express interest in the property. It is also possible to ensure that the heirs will have their subsistence covered by conditioning the legacy to them having met their personal needs with the rest of the inheritance. It is even possible to legate a partial use *in rem* right to the stewardship organisation to ensure the safekeeping of the natural values of the land not discarding the enjoyment of the property by the heirs, subject to the restrictions and powers in favour of the stewardship organisation.

#### 4.4 BASIC CONTENTS OF A STEWARDSHIP AGREEMENT

Although any stewardship agreement is different from each other, there is a basic content that is generally advised for any of them (see Box 2 for a summarised list of basic contents). It is important to remind, obvious it may seem, that parties should have a clear idea of what their aims are and how they would like the relationship to go on before drafting the agreement. A good practice you can propose the landowners is to jointly write down a list of rights and obligations related to the specific initiative. Once writing the agreement, avoid using vague and ambiguous ideas that could be difficult to interpret in case of future disagreement.

##### Box 2. Basic contents of a land stewardship agreement

Source: Adapted from Sabaté et al., (2013)

- Presentation of parties involved
- Description of the estate
- Description of the values of interest that justify the agreement
- General and specific objectives of the agreement
- Commitments of the stewardship organisation
- Commitments of the landowner
- Land use restrictions
- Specific instructions for managing the estate
- Expenses
- Duration
- Early termination for non-compliance
- Other issues: Transfer of the estate, preemption rights, completion in deed
- Conflict resolution

From a legal point of view, there is also a core you should take care of when writing an agreement. Take the following as a checklist:

**Identifying the parties:** one of the main issues in an agreement is who are the parties involved, their names and identification data and whether they have the capacity to take the obligations derived from the agreement (i.e. they have the legal age to do so, they are the owners of the land, they legally represent the owners or any legal entity involved in the agreement as the stewardship organisation itself, etc.). You should get all the information from the other party through legal documents such as identification

cards, deeds of property rights or any official documents. Special care should be taken in situations where:

- there is more than one landowner (joint ownership): all co-owners must sign the agreement for it to be valid;
- there are *in rem* rights (e.g. usufructs, servitudes, covenants) or leases or any faculties whatsoever in favour of third parties: you should be very careful in determining who should sign the agreement given the commitments established (e.g. if the agreement establishes some agricultural restrictions and the land is leased to a professional farmer, at least the farmer should sign the agreement to accept the restrictions).

A Land Registry, wherever it exists, is the best way to make sure you know all the owners and co-owners and beneficiaries of rights over the property.

You should also facilitate to the other party the documents stating the capacity of the individual who signs on your behalf (such as president, executive director, among others). Sometimes, stewardship organisation representatives will not be able to decide themselves about signing the agreement. In those cases, the agreement will mention the agreement of the board giving power to its representatives to do so.

**Identification of the property subject to the agreement:** identification of the property, of the exact piece of land, subject to the agreement may be not such a straight forward matter. In some countries property may be carefully mapped and mentioning a registration code or address can be perfectly enough, but when it is not the case it can be very confusing. Then you should be prepared to draw your own mapping to attach to the agreement to eliminate any confusion on which is the subject property.

**Rights and obligations of the parties:** as we said above, land stewardship agreements are still a very new legal tool, not specifically regulated by private law. Thus, there is not a law nor a precedent to be used to complement the will of the parties expressed through the agreement. Therefore, you need to be very specific when writing the obligations of the parties in the agreement, e.g the exact commitments of each party, the concrete restrictions of use established by the agreement, who is obligated to support what costs, etc.

One possibility is to make reference to the writing and compliance with a management document or plan to establish specific guidelines from which specific rights and obligations of the parties derive, whatever is their relationship with the land (see 5th tool for a proposal of a land management plan). This would be a very helpful means for the real implementation of the goals of the agreement, but you must take into account the added cost of producing this document.

**Management:** One important aspect to regulate within the contract is who is going to manage the land, and especially what will be the rights of management transferred to the stewardship organisation. The land subject to an agreement may continue to be completely managed by its landowner (or by its usufructuary or leaser, for instance), but it can be also be totally or partially transferred to the stewardship organisation. This is obvious in a lease or a usufruct contract, but in case of a management support

agreement it is very important to determine which of the parties will do what and when.

**Costs and expenses:** in accordance to all the provisions of the agreement, parties should set who is going to be responsible for the costs and expenses of the agreement, the management, taxes, insurances and any eventuality that may occur related to the agreement. This is, again, especially important in agreements regulated by the will of parties, whereas on those regulated by law you would need to know the legal provisions on costs and expenses, see how they fit your case and regulate them otherwise if necessary and possible.

**Third parties:** third parties such as city councils or private sponsors may be involved in a stewardship project and they should indeed sign the agreement and their commitment (support, funding) should be perfectly established on it. In some cases, the third party would prefer to sign a separate agreement, making reference to the stewardship agreement or to different ones at the same time.

When there are certain beneficiaries of some rights on the estate (such as usufruct or lease) the agreement may be signed by them in the first place (for instance when the agreement basically affects management of land) and the landowners would sign as a third party to state their compliance; or it could be just the other way around when the agreement affects landowner faculties such as transfer of ownership.

**Duration of the agreement:** the duration of a stewardship agreement is the one parties freely agree. To set this duration, you must take into account the expenses and investments you may have to do to achieve the objectives set out in the agreement and its minimum return and effects. In the interest for conservation the longer the agreement is valid the better, that is why a term of at least 10 years is generally advised.

**Pre-emption rights:** The parties may agree, if they see fit, pre-emption rights in favour of the stewardship organisation (see section 4.3.3). This formula could ensure the future stewardship of the property, as your stewardship organisation would be in a position to become the future owner. However, you should be very sure that you can deal with the freehold of land.

**Failure and withdrawal:** failure and withdrawal should be regulated clearly in the contract, to facilitate the resolution of conflicts if they occur. A good way to do this is based on your monitoring reports through which parties know the development of the agreement, investments and their return. These reports can be the base to determine the value of compensation of the landowner to you in case of withdrawal. You should also respond in case of default against the landowner, and must compensate for the costs carried out in the agreement such as cash contributions to your organisation; lost profits during the agreement should never be compensated as they are considered a minimum commitment of the landowner in the agreement.



### 4.5 MODELS OF LAND STEWARDSHIP AGREEMENTS

This chapter includes some **models of stewardship agreements** that can help you drafting your own stewardship agreement. Firstly, a general model of agreement is presented, and then four regional examples to be used as further references. Be aware of the legal and administrative differences that may exist among the models of the different countries, and in case of doubt stick to the general model only.

#### 4.5.1 A GENERAL MODEL OF LAND STEWARDSHIP AGREEMENT

This is a very general **model of management support agreement** in which you can base you own draft. Editing styles for legal documents differ notably from one country to another, and the standard we have used here is probably most similar to the Spanish one although we have borrowed ideas from other countries models as well. Take the basic ideas and edit them as you like in the style most appropriate to your culture.

(city or place of signature), the... of..... 20 .....

**BETWEEN:**

..... (name of the landowner / lessee /usufructuary or whoever signs on behalf of the estate), with ID..... (number of ID), residing at..... (city, town or village),..... (address)

(make sure that here appears the owner and all co-owners, and/or leasers or other right holders. Include here the person/s representing them, where appropriate).

**AND:**

..... (name of the representative of the land stewardship organisation), with ID..... (number of ID), residing at..... (city, town or village),..... (address of the land stewardship organisation)

**ACTING:**

..... (again, the person/s on behalf of the estate) (hereinafter the landowner/s) as the owner (or “as a representative of... “ as appropriate) of the estate called..... (name or description of the estate)

..... (again, the representative of the land stewardship organisation) on behalf of..... (name of the land stewardship organisation) (hereinafter.....) (an abbreviation of the name of the land stewardship organisation. In this model, we will simply use “stewardship organisation”), as..... (charge in the stewardship organisation: director, president or whatever), credited as through..... (explain here



the documents stating his/her capacity to represent the organisation and to sign the agreement).

The stewardship organisation was constituted..... and is registered in..... (set here all the legal information about the organisation).

**EXHIBITIONS:**

(about the estate) The estate ..... (name of the estate) is located..... (set here the village, place and other possible descriptions: "... near the city of...", "on the banks of the river...") and is registered with no..... in the Property Registry of..... (whatever or whenever is applicable), with a total of.... (hectares, acres or the correspondent unit of measure).

(Map attached as Appendix. 1)

(carefully describe the estate subject to the agreement and always attach plans describing it. If the scope of the agreement extends beyond a single registration unit, you can use a table to facilitate the understanding of the legal estates subject to the agreement).

Name	Register	Estate	City	Number	Area

On the estate there is a building called..... Also a part of this estate is..... (indicate here any other descriptive aspect of the estate, geographical boundaries, etc. Also specify if the estate is within the scope of a figure of administrative protection)

- (values in the estate) In the estate..... they are represented.... (explain habitats, species, landscapes, unique architectural features, etc.. detected on the estate. Explain the values that justify the land stewardship initiative, highlighting which are priority and which are complementary; include needs and threats to the estate itself or with respect to habitat and/or species significant strategic role within their immediate environment at national or European level, etc... Include values and future elements, i.e., those generic goals we want to achieve with this initiative)
- (explain here the characteristics of the landowners, how they have come into contact with you, his vision of the estate, the overlap with the goals of stewardship, etc.).
- (you can also specify the following, or whatever appropriate for your organisation) The stewardship organisation aims included in its statutes are to protect the environment, biodiversity and landscape values through stewardship agreements with landowners.
- (where appropriate) The stewardship organisation is member of the Land Stewardship Network (write the name of the network you are member of), an organisation that promotes the development and use of land stewardship in (...), working closely with institutions and organisations interested in implementing land stewardship.



- (general and interpretation) The parties agree on the need for effective land use compatible with the conservation of its natural features, landscape and heritage for which they can enjoy it and respect all people and also the future generations. This need becomes a guiding principle at all times inspiring interpretation of this agreement includes covenants and determines their value to society and the need to respect it.

The specific objectives are intended to achieve are:

.....

**WITNESSED BY THE SIGNING OF THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

Through this land stewardship agreement, the landowner undertakes to use the estate described in the first exhibition in accordance with the aforementioned objectives and restrictions listed below, and allowing the monitoring of the stewardship organisation, who will guide and advise management.

**COVENANTS:**

**First - Commitments of the stewardship organisation**

Under this agreement, the stewardship organisation is committed to:

- a) Monitor the objectives of this agreement through an annual visit to the estate (*we recommend specific track on a yearly visit, although you may amend this end in accordance with your capabilities and the features of the estate. Make sure, in any case, to establish agreements you can easily comply*)
- b) Write an annual report tracking the evolution of the estate, including the balance of costs and investments and its amortisation schedule, extracted from reports of visits and other actions done by the stewardship organisation on the estate, and deliver a copy to the landowner.
- c) Propose to the landowner preservation and restoration actions appropriate to the objectives of this agreement and, if necessary, advise him/her in search of funding to carry them out.
- d) Should the characteristics of the conservation and restoration actions recommend so, the stewardship organisation, the landowner and third parties, if any, will sign specific agreements to determine their participation, conditions, term, funding, permits and other particulars.
- e) To respect the use of the estate by the landowner, notwithstanding the right to denounce him/her when they are contrary to the objectives of this agreement.



**Second - Commitments of the landowner**

The landowner is committed to:

- a) Yield the stewardship organisation the rights derived from this land stewardship agreement for... *(number of years)* years on the estate..... *(name of the estate)*, according to the terms and conservation objectives established by this agreement.
- b) Not to divide or segregate any part of the estate within the term of the agreement.
- c) To collaborate in the management and conservation of the estate according to his/her possibilities.
- d) To allow access to the estate of persons designated by the stewardship organisation with the sole purpose of monitoring the terms contained in this agreement. This access will be made with the means and the days and times agreed upon in advance by both parties.
- e) To host the stewardship organisation in its annual follow-up visit to the estate, to meet the annual report and make state of their acceptance, if it is the case.
- f) To respect the restrictions and management instructions set in this agreement.

**Third - Land use restrictions**

With the establishment of this land stewardship agreement the following restrictions are provided, in addition to those arising from the regulations applicable to the area where the estate is located *(modify and complete these restrictions, accordingly to your specific goals)*

- a) Maintenance of the forest: it is not allowed to reduce the existing forest area at the time of the signature of the agreement.
- b) Maintenance of buildings and facilities: it is not allowed to build new buildings or facilities for a first or second home or industry or any kind of recreational facilities like swimming pools, tennis courts or other. The maintenance and improvement of existing buildings and facilities is allowed provided they do not imply an increase in surface or ceiling constructed.
- c) Industrial uses: it is not allowed to install billboards, energy facilities as windmills, solar panels or mini hydroelectric stations above the capacity required for the operation of the estate supported by the goals of this agreement, telecommunication antennas and similar.
- d) Dumping and waste: it is not allowed dumping, storing or burying liquid or solid waste of any kind.
- e) Changes in topography: it is not allowed the excavation or alteration of the relief of the estate nor mining extractions.



- f) Singular elements: it is not allowed to demolish, cut or change architectural or natural dry stone walls, isolated trees, grassy margins or whatever singular elements of the estate.
- g) Flora and fauna: it is not allowed to introduce any species of flora or fauna in the estate without the prior stewardship organisation mandatory counselling.
- h) Access to estate: it is not allowed to define the perimeter of the estate by fencing or other means to prevent access by existing walking trails and paths, except when necessary to carry out the tasks derived from this agreement, and always using the technical means to respect the legal servitudes of way and public roads that may exist.
- i) Maintenance of roads: it is not allowed to draw new roads to or modify existing without respecting its width, safety and surrounding vegetation.

**Fourth – Specific instructions for managing the estate**

The following management instructions are provided to achieve the goals of this land stewardship agreement:

.....  
.....

*(write these instructions, if appropriate, depending on your specific goals, existing uses, etc. You can also refer to a detailed management plan to be written by you in accordance with the landowner)*

**Fifth – Expenses**

a) Relates to landowner:

- The costs of normal maintenance and use of the estate, including those resulting from improvements brought about for a better meeting the goals of this agreement.
- An annual contribution of..... euro on the concept of participation in the objectives of the stewardship organisation. This contribution has character of donation for any tax and social effects that might entail.

b) Correspond to the stewardship organisation:

- Costs arising from monitoring the agreement and advising the landowner, including the remuneration of personnel, diets and other movements.

**Sixth – Duration**

The initial term of this agreement is set to ..... years and will be tacitly extended for identical periods, except that one party would abandon the agreement. The party wanting to withdraw shall give written notice to the other party at least three months before the next expiration.

The parties may also terminate by mutual agreement at any time.

**Seventh - Early Termination for non-compliance**

In case of early termination for non-compliance, the causative of the failure will be responsible for all damages caused.

In case of non-compliance of the stewardship organisation, it must pay the landowner for any financial contributions and/or expenses that would have made for the smooth implementation of the agreement, plus the legal interest. This expressly excludes the lost profits derived from the restrictions accepted because of the agreement.

In case of non-compliance of the landowners, they must pay the stewardship organisation the costs of the monitoring of the agreement and those actions agreed under this agreement and under agreements therein derived, as well as investments not amortised in accordance with the balance of costs and investments of the agreement, plus the legal interest.

**Eighth - Transfer of the estate**

*(we will use this covenant only if the signers are the landowners directly, but not when it is signed only by a usufructuary, lessee, tenant or other)*

The landowner retains all his/her powers to sell or transfer the estate to any title.

However, the landowner conveys to inform prospective purchasers of the existence of this land stewardship agreement and ensure that they will assume it and subrogate it to all effects. If they fail to do so, the landowners agree to compensate the stewardship organisation in the same way as if they had breach the agreement according to covenant seven.

**Ninth – Preemption rights**

Landowner grants the stewardship organisation a preemption right according to the applicable private law.

**Tenth - Completion in deed**

This land stewardship agreement is constituted by the present private document for full effect between the parties and may be formalised in a public deed at the request of either party. When appropriate, all costs will be derived by the party requesting it.

**Eleventh - Conflict Resolution**

In case of disagreement during the development of this agreement, the landowner and the stewardship organisation mutually agree to appoint ..... *(choose a*



## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

4<sup>TH</sup> TOOL

A MODEL OF LAND  
STEWARDSHIP AGREEMENT

*third person or organisation that can be trusted by both parties) to act as a mediator, with the aim of reaching an understanding.*

*In case mediation fails, the parties submit to the courts of..... (choose the jurisdiction if appropriate according to your national law)*

And as proof of compliance whereof, parties sign this in two copies at the place and date mentioned in the heading.

Mr/Ms.

Mr./Ms.

**To the property**

**To the land stewardship organisation**

#### 4.5.2 A MODEL OF AGREEMENT USED IN FRANCE

The following model of agreement is being used by the stewardship organisation Conservatoire d'espaces naturels Languedoc-Roussillon, in France. Two versions are presented, the French (original) version and an English version.

##### **Convention de partenariat de gestion (Version française)**

**Commune [de/du Nom]**

**Lieu-dit [de/du Nom]**

[A compléter ou choisir]

(Facultatif, à détailler ou non selon le contexte)

Entre :

[M/Mme Prénom Nom], (représentée par [M/Mme Prénom, Nom]), résidant [Adresse], propriétaire des parcelles [liste des parcelles, section + numéro] au lieu-dit [Nom], sur la commune [Nom]

Dénommée ci-après « [le/la] propriétaire »

Et

Le [Nom de la structure] dont le siège est [Adresse], représentée par Monsieur/Madame [NOM Prénom, fonction du représentant] à ce autorisé

Dénommée ci-après « [Dénomination de la structure : Nom ou sigle] »

Et

[Nom si structure (ONG, collectivité), Prénom Nom si tiers] dont le siège est [Adresse], représentée par [Prénom Nom]

Dénommée ci-après « --- »

Exposé des motifs :

Le propriétaire conscient de la grande valeur de son patrimoine foncier au lieu-dit « [Nom] », souhaite le préserver durablement.

(Les parcelles, (partiellement) incluses dans [Nom de l'espace réglementaire et/ou du site Natura 2000], traduisent les enjeux patrimoniaux et fonctionnels au niveau [régional, national et européen]).

[Détailler si besoin l'intérêt du propriétaire, ce qu'il fait déjà dans sa propriété...]

[Préciser rapidement les missions de la structure, ses objectifs, ses compétences]

[Donner si besoin des précisions/informations sur la tierce partie ou sur le contexte plus global dans le cadre duquel s'inscrit la convention (convention d'accompagnement à un collectivité locale par exemple)]

Dans ce contexte, [le/la] propriétaire et [Dénomination de la structure] ont décidé d'engager une démarche partenariale, de préservation, concertation et gestion, dans l'objectif de favoriser et de maintenir le patrimoine naturel en bon état de fonctionnement écologique.

Ceci étant exposé, il est convenu ce qu'il suit :

### **Article 1 : Objectif de la gestion du site**

La gestion du site ci-dessus désigné a pour objectifs, conformément à la mission dévolue [à la/au Dénomination de la structure], la connaissance et la préservation du patrimoine naturel et, de manière plus globale, la valorisation écologique des parcelles concernées. Elle a également pour objectif le soutien des pratiques durables du propriétaire, actions indissociables de la conservation des milieux naturels remarquables.

La présente convention a pour objet de définir les engagements [du/de la] propriétaire et [du/de la Dénomination de la structure] ainsi que la collaboration entre les deux parties pour :

Connaître le patrimoine naturel de la propriété ;

Gérer et protéger celui-ci.

### **Article 2 : Territoire faisant l'objet de la présente convention**

Les dispositions de la présente convention sont applicables aux parcelles sises sur la commune de [Nom], dont la désignation suit, d'une superficie de [XX ha YY a ZZ ca], et désignée ci-après « l'immeuble ».

Localisation : Commune de [Nom]

Surface : [XX ha YY a ZZ ca]

Propriétaire : [M/Mme Nom Prénom]

[Liste des parcelles avec les informations suivantes]

NUMERO	SURFACE (ha.a.ca)	SECTION	CODE DEPARTEMENT	NOM COMMUNE

Parcelles concernées par cette convention

[Carte de situation des parcelles. Pour une meilleure lisibilité, hachurer ou colorer légèrement les parcelles pour pouvoir identifier d'éventuel îlots non conventionnés]

### Article 3: Détails du partenariat

[Le/La Dénomination de la structure] élabore une notice de gestion qui présente un diagnostic écologique, les principaux enjeux de conservation du patrimoine naturel, les orientations et les actions de gestion à mettre en place pour en assurer le maintien, voire pour améliorer la qualité du site. Il soumet la notice de gestion au propriétaire qui en accepte ou pas la mise en œuvre.

[Le/La Dénomination de la structure] s'engage à mettre en place un suivi faunistique et botanique afin de suivre l'évolution du site et des espèces patrimoniales et évaluer l'impact des mesures mises en œuvre sur les habitats et les espèces. En fonction des résultats, [le/la Dénomination de la structure] pourra proposer au propriétaire des modes de gestion adaptés. [Le/La] propriétaire reste maître des décisions à prendre en la matière.

[Le/La Dénomination de la structure] s'engage à fournir une fois par an en fin d'année [au/à la] propriétaire un compte rendu d'activités, exposant notamment les résultats des suivis naturalistes et les travaux éventuellement exécutés.

[Le/La Dénomination de la structure] apporte des conseils et un accompagnement [au/à la] propriétaire en vue de gérer durablement les espèces et les habitats naturels présents sur le site.

[Le/La Dénomination de la structure] se charge de coordonner les interventions des différents acteurs et intervenants sur le site, pour arriver aux objectifs définis dans le plan de gestion et dans chaque programme annuel d'actions.

[Le/La] propriétaire autorise a minima [le/la Dénomination de la structure] à mettre en place un suivi faunistique et botanique afin de suivre l'évolution du site et des espèces patrimoniales et évaluer l'impact des mesures mises en œuvre sur les habitats et les espèces.

En fonction des résultats, [le/la Dénomination de la structure] pourra proposer [au/à la] propriétaire des modes de gestion adaptés. Le propriétaire reste maître des décisions à prendre en la matière.

[Le/La] propriétaire s'engage à soutenir les actions menées par [le/la Dénomination de la structure] dans le cadre de l'application de la notice de gestion.

[Le/La] propriétaire s'engage à présenter [à la/au Dénomination de la structure] pour consultation préalable tout projet de travaux ou aménagements ayant un impact significatif sur le fonctionnement écologique [de la / des] parcelle(s) visée(s) par la convention. Il/Elle veille également à ce que [le/la Dénomination de la structure] soit informé des projets éventuels des autres intervenants.

[Le/La] propriétaire s'engage à informer [le/la Dénomination de la structure], le cas échéant, de changements importants survenus au sein de la propriété pouvant avoir un impact sur le patrimoine. Dès lors et si possible, un avenant à la présente convention sera envisagé.

Avec l'accord [du/de la] propriétaire, [le/la Dénomination de la structure] pourra mobiliser des aides financières publiques ou privées nécessaires à la bonne réalisation de la gestion des milieux naturels. [Le/La Dénomination de la structure] cherchera à mobiliser ses moyens matériels, humains pour la bonne mise en œuvre des actions de gestion figurant dans la notice de gestion et après accord du propriétaire.

En matière de communication et de sensibilisation, [le/la Dénomination de la structure] propose chaque année [au/à la] propriétaire un programme d'actions visant à informer et sensibiliser sur le patrimoine du site et sur le partenariat mis en œuvre. [Le/La] propriétaire autorise ou non la mise en œuvre du programme d'actions. Les principaux événements qui pourraient faire l'objet de ce programme d'actions sont : [A lister]

...

A l'issue de la présente convention et conformément à la description qui en est faite dans la notice de gestion, [le/la Dénomination de la structure] s'engage à restituer le bien en bon état de conservation écologique.

[Le/La] propriétaire garde la maîtrise foncière de son immeuble.

#### **Article 4 : Responsabilité**

L'application de la présente convention n'entraîne en aucune manière transfert de responsabilité qui demeure à l'entière charge [du/de la] propriétaire, sauf pour les activités menées directement par [le/la Dénomination de la structure] ou de prestataires dans le cadre de la présente convention.

Chaque partenaire est responsable du bon accomplissement des missions qui lui sont confiées par la présente convention.

Sauf convention particulière, [le/la] propriétaire du site conserve la propriété de tous les biens et aménagements réalisés sur le site.

#### **Article 5 : Durée de la convention**

La présente convention est conclue pour une durée de [Nombre] ans à compter de la dernière signature des parties.

Elle est renouvelable par tacite reconduction pour des périodes de la même durée.



### Article 6 : Résiliation

Chaque Partie pourra décider de résilier de plein droit la convention de façon anticipée :

en cas d'accord mutuel et écrit des Parties, et avec préavis de 3 mois ;

en cas de manquement grave et répété par l'une des Parties à l'une quelconque de ses obligations prévues dans la convention, après mise en demeure adressée par courrier recommandé avec avis de réception d'exécuter ses obligations restées sans effet pendant un délai de 30 (trente) jours ouvrés à compter de sa réception ;

en cas de cessation de l'activité de l'une des Parties pour quelle que cause que ce soit et de vente de l'immeuble ;

en cas de modifications significatives des caractéristiques techniques ou des spécifications de la collaboration commune à défaut d'accord écrit entre les Parties ;

en cas de faute grave de l'une des Parties ou d'un de ses employés, susceptible de porter atteinte aux intérêts, à la notoriété ou à l'image des autres Parties.

### Article 7 : Élection de domicile

Pour l'exécution des présentes, les parties font élection de domicile :

[M/Mme Nom Prénom du/de la propriétaire, adresse postale]

[M/Mme Nom Prénom, fonction du représentant de la structure, nom de la structure adresse postale].

Convention établie en [Nombre] exemplaires originaux, signés et paraphés dont un exemplaire est resté entre les mains de chacune des parties.

Fait en [Nombre] exemplaires, à [Lieu], le [date]

[Monsieur/Madame

[Monsieur/Madame

[Tiers si nécessaire]

NOM Prénom du/de la  
Propriétaire]

NOM Prénom, Fonction du  
représentant, Nom de la  
structure]

**Management's partnership agreement  
(English version)**

**Municipality of [Name]  
Locality of [Name]**



## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

4<sup>TH</sup> TOOL

A MODEL OF LAND  
STEWARDSHIP AGREEMENT

[To complete or choose]

(Optional, to detail or not, depending on the context)

Between :

[Mr/Mrs First name Last name], (Represented by [Mr/Mrs First name Last name]),  
living at [address], owner of plots [plot's list, number] in the locality of [Name], on the  
municipality of [Name]

Called hereinafter « the owner »

And

The [Organisation's name], whose headquarters are located at [address], represented  
by Mr/Mrs [LAST NAME First name, representative's function] and authorised to sign

Called hereinafter « [Organisation's denomination: Name or acronym] »

And

[Organisation's Name if NGO/local authority or First name Last name if third party]  
whose headquarters are located at [address], represented by [First name Last name]

Called hereinafter « --- »)

Reasons' presentation :

The owner, aware of his/her property's great value at [Name of the locality], wishes  
to preserve it lastingly.

(The plots, (partially) included in [Protected area's Name and/or Natura 2000's  
site Name], highlight heritage and functional issues at a regional, national and/or  
European] level.)

[If necessary, precise the owner's interest and/or existing actions/practices  
implemented in his property...]

[Precise shortly the Organisation's missions, its objectives, skills...]



[If necessary, give informations on the third party or the general context in which this agreement was built (e.g. a support agreement with a local authority in the area of which the property is located)]

In this context, the owner and [Organisation’s denomination] decided to build a partnership for preservation, dialogue and management, and to maintain the natural heritage in a good ecological state of repair.

These points introduced, it is agreed what follows :

**Article 1 : Management’s objective of the site**

The hereinabove designated site’s management goals are, in accordance with the mission attributed to the [Organisation’s denomination], natural heritage’s knowledge and preservation, and more generally, ecological enhancement of designated plots. Management objectives are also to support the owners’ sustainable practices, unavoidable to preserve remarkable natural habitats.

This agreement’s purpose is to define commitments for the owner and for the [Organisation’s denomination] and both parties’ collaboration to:

- improve knowledge of the property’s natural heritage,
- manage and protect it.

**Article 2 : Geographical area related to this agreement**

The measures taken in this agreement have to be applied in the plots located on the municipality of [Name], whose identification is presented hereinbelow, for a total area of [XX ha YY a ZZ ca], and designated hereinafter « the realty ».

Locating :Municipality of [Name]

Surface area : [XX ha YY a ZZ ca]

Owner : [Ms/Mrs Last name First name]

NUMBER	SURFACE AREA (ha.a.ca)	SECTION (if existing)	MUNICIPALITY NAME	OTHER ADMINISTRATIVE REFERENCE

[Plots' list with all identification's informations

Plots related to this agreement

[Localisation map illustrating all plots.]

### **Article 3 : Partnership's details**

The [Organisation's denomination] writes management instructions including an ecological diagnosis, main conservation issues for the natural heritage, management's choices and actions to implement, to maintain and to improve the site's quality. It submits these management instructions to the owner who accepts or not the implementation.

The [Organisation's denomination] commits to set up a fauna and flora monitoring to control the site and species' evolution and estimate the effect of implemented measures on habitats and species. Depending on the results; the [Organisation's denomination] may propose adapted management options to the owner. The owner remains the master of decisions to make.

The [Organisation's denomination] commits to write an activity report once a year, at the end of the year, and to transmit it to the owner. This report will present particularly the results of naturalist's monitoring and field works possibly realised.

The [Organisation's denomination] offers advices and support to the owner for a sustainable management of present species and natural habitats.

The [Organisation's denomination] coordinates different stakeholders interventions on the site to reach objectives defined in the management plan and in each actions annual programme.

The owner allows a minima the [Organisation's denomination] to set up a fauna and flora monitoring to control the site and species' evolution and estimate the effect of implemented measures on habitats and species.

Depending on the results; the [Organisation's denomination] may propose adapted management options to the owner. The owner remains the master of decisions to make.

The owner commits to support actions implemented by the [Organisation's denomination] in the framework of management instructions written at the beginning of the agreement.

The owner commits to first consult the [Organisation's denomination] about any field work or construction that could have any significant impact on the ecological functioning of the plots designed in this agreement. He/She ensures that the [Organisation's denomination] is informed of other stakeholders' possible projects.

The owner commits to inform the [Organisation's denomination], if necessary, of important changes in the property which could have an impact on the heritage. At this point and if possible, an additional clause to this agreement will be considered.

With the owner's consent, the [Organisation's denomination] will look and ask for public or private funds necessary to a good management of natural habitats. The [Organisation's denomination] will look to mobilise equipment and employees necessary to the good implementation of management actions listed in management instructions, and after the owner consent.

In terms of communication and sensitization, each year, the [Organisation's denomination] propose to the owner an actions' programme to inform and sensitize on the site's heritage and current partnership. The owner authorizes or not the actions programme implementation. The main events which could be part of this actions programme are:

- [List]
- ...

At the end of this agreement, and in accordance with the description in the management instructions, the [Organisation's denomination] commits to return the property in a good ecological state of conservation.

The owner keeps the control of his/her realty.

#### **Article 4 : Responsibility**

The implementation of this agreement doesn't imply any responsibility transfer, which remains to the owner full office, except for activities directly implemented by the [Organisation's denomination] or any service provider in the frameworks of this agreement.

Each partner is responsible for the good achievement of his own missions defined by this agreement.

Except for a specific agreement, the site's owner keeps the property of all his/her goods and constructions realised on the site.

#### **Article 5 : Duration of the agreement**

The actual agreement is signed for a duration of [Number] years from the last Parties' signature.

It's renewable by tacit agreement for periods of same duration.

### Article 6 : Cancellation

Each Party can decide to cancel earlier the agreement without further formality:

- in case of mutual and written agreement of Parties and with a three months' notice;
- in case of serious and repeated failure by one of the Parties to one of any of its obligations appointed in the agreement, after formal notice addressed by registered letter with acknowledgement of receipt to execute its obligations stayed without effects during 30 (thirty) working days as from its receipt.
- in case of one of the Parties' end of activity for any cause and sales of the realty;
- in case of significant modifications of technical characteristics or common collaboration's specifications, for lack of written agreement between Parties;
- in case or serious failure of one on the Parties or of one of its employees that could likely harm interests, fame or image of other Parties.

### Article 7 : Permanent address

To the performance of this agreement, Parties chooses address for service:

- [Mr/Mrs owner's Last name and First Name, postal address]
- [Mr/Mrs organisation representative's Last name and First Name, Organisation's name, postal address].

Agreement set up in [Number] original copies, initialled and signed, whose one copy has been given to each Parties.

Done in [Number] copies, at [Location], the [date]

[Mr/Mrs owner's  
Last name and First Name]

[Mr/Mrs organisation  
representative's  
Last name and First Name,  
Organisation's name]

[Third party if  
necessary]



4.5.3 A MODEL OF AGREEMENT USED IN ITALY

The following model of agreement is being used by the stewardship organisation Legambiente, in Italy.

(English version)

Legambiente promotes initiatives to improve the quality of life, stimulating people participation and facilitating the change of individual and collective behaviour.

Legambiente is in charge in land protection and soil sealing decrease, as soil is a limited and common good, essential for organisms life, for agriculture and biodiversity.

For this reason, Legambiente intends to involve directly private and public landowners in land conservation and valorisation through land stewardship.

Being a land steward means to preserve your own land, keeping it open to building, avoiding improper use and joining a grass roots network.

provided that:

The undersigned..... born in.....on.....

owner of the plot in ..... Prov. ....identified with the data in the online format.

joins Land stewardship:

- taking on not to ask for any change of land use function for .....years (if not residential zoning);
- giving up own building rights for .....years and not compromising the state of art (if residential zoning);
- taking on to valorise the property to improve biodiversity and sustainable use;
- joining Land stewardship network, that permits to receive specific technical consultancies, to participate to funding opportunities and announcements, to buy sharing tools, plants, materials ;
- authorising Legambiente to insert personal and property data, with an abstract of the main characteristics on land stewardship website.



**LAND STEWARDSHIP TOOLKIT**

BASIC TOOLS FOR LAND STEWARDSHIP ORGANISATIONS IN EUROPE

4<sup>TH</sup> TOOL

A MODEL OF LAND STEWARDSHIP AGREEMENT

Place ..... Date .....

land steward

for Legambiente

.....

.....

**Privacy personal data authorisation**

Ai sensi dell’art. 13 del d.lgs. 30 giugno 2003, n. 196 (recante il «Codice in materia di protezione dei dati personali» nel prosieguo, per brevità, il «Codice Privacy»), i dati personali comunicati nell’ambito dell’iniziativa promossa da Legambiente denominata «Custodia del Territorio» (di seguito, “l’Iniziativa”) saranno raccolti e registrati da Legambiente Lombardia nel rispetto delle disposizioni del Codice Privacy. I dati forniti verranno utilizzati unicamente per finalità strettamente connesse e strumentali all’Iniziativa. A tal fine, i dati relativi al proprio nominativo e quelli identificativi dell’area oggetto di Custodia potranno essere pubblicati su materiale cartaceo e online nell’elenco delle persone che aderiscono alla «Rete di Custodia».

Il conferimento dei dati è necessario al fine di poter partecipare all’Iniziativa. Legambiente Lombardia informa il Custode che potrà esercitare i diritti previsti dall’art. 7 e seguenti del d.lgs. n. 196/2003 (tra cui, a mero titolo esemplificativo, i diritti di ottenere la conferma dell’esistenza di dati che la riguardano e la loro comunicazione in forma intelligibile, la indicazione delle modalità di trattamento, l’aggiornamento, la rettificazione o l’integrazione dei dati, la cancellazione) mediante richiesta rivolta senza formalità al Titolare del trattamento dei dati.

Titolare del trattamento dei dati è Legambiente Lombardia con sede legale a Milano in Via Vida 7.

Il/la sottoscritto/a acconsente al trattamento dei dati personali per i fini indicati nell’informativa ai sensi del d.lgs. n.196/2003.

Luogo ..... data .....

Firma .....





(Italian version)

Lettera di adesione alla Custodia del Territorio

Legambiente promuove attività volte al miglioramento della qualità della vita, stimolando la partecipazione delle persone e favorendo la modifica dei comportamenti individuali e collettivi. Legambiente è impegnata nella tutela del territorio, nella salvaguardia del paesaggio e nella riduzione del consumo di suolo, bene comune limitato e fondamentale per la vita degli esseri viventi, per l'agricoltura e la biodiversità.

A tal fine, Legambiente intende coinvolgere direttamente i proprietari della terra, privati e pubblici, nella conservazione del suolo e nella sua valorizzazione attraverso la "Custodia del Territorio". Diventare Custodi significa tutelare il proprio terreno mantenendolo libero da edificazione, preservandolo da un uso improprio e aderendo a una rete di partecipazione popolare.

ciò premesso:

Il/La sottoscritto/a .....

nato/a a ..... il .....

proprietario del terreno sito nel Comune di ..... Prov. ....

identificato con i dati inseriti nel form online,

aderisce alla Custodia del Territorio:

impegnandosi a non richiedere alcuna modifica di destinazione d'uso dell'area di sua proprietà per un periodo di ... anni (se non edificabile);

rinunciando ai propri diritti edificatori per un periodo di ... anni e a non compromettere lo stato dei luoghi esistente (se edificabile);

impegnandosi a valorizzare il proprio terreno per migliorarne la biodiversità e la fruizione;

entrando a far parte della "Rete di Custodia", che permette di ricevere specifiche consulenze tecniche, partecipare a bandi di finanziamento e acquistare in condivisione attrezzature, piante, ecc.;

autorizzando Legambiente a inserire il proprio nominativo, i dati identificativi dell'area oggetto della custodia e le caratteristiche fondamentali della stessa sul sito web della custodia.



Luogo ..... data .....

il Custode

per Legambiente

.....

.....

Tutela delle persone e di altri soggetti rispetto al trattamento di dati personali

Ai sensi dell'art. 13 del d.lgs. 30 giugno 2003, n. 196 (recante il "Codice in materia di protezione dei dati personali" nel prosieguo, per brevità, il "Codice Privacy"), i dati personali comunicati nell'ambito dell'iniziativa promossa da Legambiente denominata "Custodia del Territorio" (di seguito, "l'Iniziativa") saranno raccolti e registrati da Legambiente Lombardia nel rispetto delle disposizioni del Codice Privacy. I dati forniti verranno utilizzati unicamente per finalità strettamente connesse e strumentali all'Iniziativa. A tal fine, i dati relativi al proprio nominativo e quelli identificativi dell'area oggetto di Custodia potranno essere pubblicati su materiale cartaceo e online nell'elenco delle persone che aderiscono alla "Rete di Custodia".

Il conferimento dei dati è necessario al fine di poter partecipare all'Iniziativa. Legambiente Lombardia informa il Custode che potrà esercitare i diritti previsti dall'art. 7 e seguenti del d.lgs. n. 196/2003 (tra cui, a mero titolo esemplificativo, i diritti di ottenere la conferma dell'esistenza di dati che la riguardano e la loro comunicazione in forma intelligibile, la indicazione delle modalità di trattamento, l'aggiornamento, la rettificazione o l'integrazione dei dati, la cancellazione) mediante richiesta rivolta senza formalità al Titolare del trattamento dei dati.

Titolare del trattamento dei dati è Legambiente Lombardia con sede legale a Milano in Via Vida 7.

Il/la sottoscritto/a acconsente al trattamento dei dati personali per i fini indicati nell'informativa ai sensi del d.lgs. n.196/2003.

Luogo ..... data .....

Firma .....



#### 4.5.4 A MODEL OF AGREEMENT USED IN THE NETHERLANDS

The following model of agreement is being used in the Netherlands according with the Dutch Regulation on agri-environment subsidies.

##### **Basic agreement on the collective implementation of the Dutch Regulation on agri-environment subsidies**

**(English version)**

Signatories:

The De Amstel Agri-environment Association, headquartered in Ouderkerk aan de Amstel, legally represented in this matter by hereinbelow referred to as “the Association”

and .....

resident at ..... in .....  
hereinbelow referred to as “the Manager”

Whereas:

one of the purposes of the Association is to obtain subsidies in connection with agri-environmental management; to that end, the Association applies for subsidies for its members pursuant to Article 4 of the Dutch Regulation on agri-environment subsidies;

the Manager wishes to be considered for subsidies under the Regulation;

the Manager fits the description laid down in Article 1(e) of the Regulation;

a surety agreement has been concluded between the Manager, the Association and the Dutch State that complies with the stipulations of Article 4 of the Regulation;

in order to implement the Regulation, the Association has adopted a framework understanding via a general meeting of its members;

the Manager is familiar with the framework understanding and acts in accordance with it;

without prejudice to what is laid down in the surety agreement and the framework understanding, the Parties wish to lay down their mutual obligations;

Hereby agree the following:

## Duration of agreement

### **Article 1**

This Agreement shall enter into force as soon as it is signed and shall cease to be valid as soon as the last payments have been made in connection with the collective applications for agri-environment subsidies for the period 2004-2009 inclusive.

The Manager undertakes to remain a member of the Association for the duration of this Agreement.

Paragraphs 1 and 2 of this Article shall not apply where a subsidy award is amended or revoked pursuant to the stipulations of Chapter 10 of the Regulation.

On entry into force of this Agreement, all previous environmental management contracts between the Manager and the Association will cease to be valid as of 1 January 2004.

## Termination

### **Article 2**

1. The Association shall be entitled to terminate this Agreement if the Manager fails to fulfil its obligations arising from this Agreement or its other obligations towards the Association.
2. The Association shall also be entitled to terminate this Agreement if the Manager fails to fulfil its obligations pursuant to Article 6(1).
3. The Association shall also be entitled to terminate this Agreement if the Manager revokes the authorisation referred to in Article 8(3).
4. The Association is entitled to inform Laser of the termination of the Agreement and in so doing request that Laser revoke the relevant parts of its collective award decisions.

## Authorisation to apply for packets

### **Article 3**

The Manager authorises the Association to apply on its behalf for collective awards in connection with the Regulation for those packets and parcels in the Manager's packet wish list that the managers and the Association have agreed after these have been considered by the Association in the general meeting of its members in accordance with the framework understanding.

## Exclusion of liability

**Article 4**

The Association accepts no liability for damages arising as a result of a failure to obtain subsidies or failure to obtain full subsidies.

Oversight

**Article 5**

The Manager agrees that representatives of the Association and of the Ministry of Agriculture, Nature and Food Quality may access land belonging to the Manager that forms part of a collective award for inspection and monitoring purposes.

Compliance with obligations

**Article 6**

1. The Manager is obliged to fulfil its obligations and meet the conditions as laid down in the Regulation, as well as any obligations arising from the framework understanding and any obligations laid down in an environmental management contract to be concluded between the Association and the Manager in connection with the collective award.
2. The Association may inform the Ministry of Agriculture, Nature and Food Quality's team manager at its agency Laser of any failure to comply with or satisfy obligations and conditions as referred to in Article 6(1).

Failure to comply with an automatic transfer provision

**Article 7**

In addition to the stipulations of the surety agreement, in the event that the Manager fails to require of a subsequent transferee that it and its successors fulfil their obligations under the Subsidy Regulation, the former must pay an immediately payable penalty of EUR 500.00.

Percentage of payout fee

**Article 8**

1. If the Manager is eligible for a payment from packets 12-14 and/or 19-22 as stipulated in the annexes to the Regulation, it is obliged to pay the Association annually a percentage of this payment to be set by the Association on an annual basis.

2. In order to comply with the stipulations of paragraph 1 above, the Manager shall authorise the Association to withdraw the amount in question from its bank or giro account.
3. The authorisation referred to above shall be issued at the same time as the establishment of the Manager's packet wish list, the signing of the surety agreement and of this Agreement.
4. The Association undertakes not to make use of this authorisation until the subsidy has actually been paid to the Manager.
5. The Association undertakes to use monies paid via this authorisation only as payment to managers for environmental performance and environmental management work.

Penalty in the event of the repayment of a subsidy

### **Article 9**

A manager who for whatever reason is obliged to pay back a subsidy that has been awarded has, for its part, no right to a reimbursement of the sum paid to the Association in accordance with Article 8.

General penalty clause

### **Article 10**

Where the Manager fails to comply with any provision from this Agreement, it shall pay the Association a directly payable penalty without judicial intervention of EUR 500.00.

Settlement of disputes

### **Article 11**

1. All disputes that may arise between the Parties in respect of this Agreement shall be settled through arbitration.
2. A dispute shall be deemed to exist as soon as one of the Parties informs the other of this in writing.
3. In the event of a dispute, each Party shall nominate an expert arbitrator. The two arbitrators shall together appoint a third arbitrator.
4. In the event that, once a month has passed from the advent of a dispute, the three arbitrators have not been appointed, either Party may apply to the



district court to appoint the (unappointed) arbitrators or else take the dispute directly to the court for resolution.

Condition precedent

**Article 12**

1.This Agreement has been entered into on the condition precedent that the subsidy for the Manager applied for by the Association in connection with the Regulation has been obtained.

2.Where the contract is invalid as a result of the stipulations of paragraph 1 above, the Parties shall have no obligations towards each other.

Applicable law

**Article 13**

This Agreement shall be exclusively subject to Dutch law.

Agreed as stated in \_\_\_\_\_ on \_\_\_\_\_

On behalf of the Association,

The Manager

(Dutch version)

**Basisovereenkomst inzake collectieve uitvoering Subsidieregeling Agrarisch Natuurbeheer**

Ondergetekenden:

De vereniging voor Agrarisch natuurbeheer De Amstel gevestigd te Ouderkerk a/d Amstel te dezen rechtsgeldig vertegenwoordigd door \_\_\_\_\_ hierna te noemen "de vereniging"

en .....

wonende .....te .....

hierna te noemen "beheerder"

Overwegende:

dat de vereniging zich onder meer ten doel stelt in het kader van het agrarisch natuurbeheer subsidies te verwerven;

dat de vereniging daartoe op basis van artikel 4 van de Subsidieregeling Agrarisch Natuurbeheer hierna te noemen "de regeling", voor haar leden subsidie aanvraagt;

dat de beheerder in aanmerking wenst te komen voor subsidie op basis van de regeling;

dat de beheerder voldoet aan de omschrijving als opgenomen in artikel 1 sub e van de regeling;

dat er tussen de beheerder, de vereniging en de Staat der Nederlanden een borgstellingovereenkomst is gesloten welke voldoet aan het bepaalde in artikel 4 van de regeling;

dat de vereniging ter uitvoering van de regeling in een algemene ledenvergadering een afsprakenkader heeft vastgesteld;

dat beheerder van dit afsprakenkader op de hoogte is en zich daaraan conformeert;

dat partijen onverminderd het bepaalde in de borgstellingovereenkomst en het afsprakenkader hun verplichtingen over en weer willen vastleggen;

komen het volgende overeen:

Duur overeenkomst

Artikel 1

1. Deze overeenkomst gaat in op het moment van ondertekening en eindigt op het moment dat de laatste betalingen op basis van de door de vereniging collectief aangevraagde beheerssubsidie voor de jaren 2004 tot en met 2009 zijn verricht.
2. De beheerder verplicht zich tot het lidmaatschap van de vereniging gedurende de looptijd van deze overeenkomst.
3. De leden 1 en 2 van dit artikel zijn niet van toepassing indien conform het bepaalde in hoofdstuk 10 van de regeling een subsidiebeschikking wordt gewijzigd of ingetrokken
4. Bij het ingaan van deze overeenkomst komen alle oude beheercontracten tussen beheerder en vereniging per 1 januari 2004 te vervallen.



### Opzegging

#### Artikel 2

1. De vereniging heeft het recht de overeenkomst op te zeggen indien beheerder zijn verplichtingen uit hoofde van deze overeenkomst of overigens ten aanzien van de vereniging niet nakomt.
2. De vereniging heeft eveneens het recht de overeenkomst op te zeggen indien beheerder de verplichtingen als bedoeld in artikel 6 lid 1 niet nakomt.
3. De vereniging heeft het recht de overeenkomst op te zeggen indien beheerder de in artikel 8 lid 3 bedoelde machtiging intrekt.
4. De vereniging heeft het recht de opzegging van de overeenkomst te melden bij Laser en daarbij Laser te verzoeken de betreffende delen van haar collectieve beschikkingen in te trekken.

### Machtiging aanvraag pakketten

#### Artikel 3

Beheerder machtigt de vereniging om namens hem in het kader van de regeling collectief beschikkingen aan te vragen voor de pakketten en op de percelen die beheerder en de vereniging in de pakketwens van beheerder hebben vastgelegd nadat deze volgens het in de algemene ledenvergadering vastgestelde afsprakenkader door de vereniging zijn beoordeeld.

### Uitsluiting aansprakelijkheid

#### Artikel 4

De vereniging aanvaardt geen aansprakelijkheid voor schade die ontstaat wegens het niet of niet volledig verkrijgen van subsidie

### Toezicht

#### Artikel 5

De beheerder stemt er mee in dat vertegenwoordigers van de vereniging en het ministerie van LNV de gronden van beheerder die deel uitmaken van de collectieve beschikking betreden ter controle en monitoring.

### Nakoming verplichtingen

#### Artikel 6

1. De beheerder is gehouden de verplichtingen en voorwaarden na te komen zoals die in de regeling zijn opgenomen alsmede de verplichtingen volgend uit het afsprakenkader en de verplichtingen die in een op basis van de collectieve beschikking eventueel tussen de vereniging de beheerder af te sluiten beheerscontract staan vermeld.
2. Van het niet nakomen van de onder 6 lid 1 bedoelde verplichtingen en voorwaarden kan de vereniging de Teammanager agentschap Laser van het ministerie van LNV in kennis stellen.

### Niet nakomen kettlingbeding

#### Artikel 7

In aanvulling op het bepaalde in de borgstellingovereenkomst zal beheerder in geval hij verzuimd bij een opvolgend verkrijger te bedingen dat hij en diens rechtsopvolgers hun verplichtingen in het kader van de subsidieregeling nakomen, een direct opeisbare boete verbeuren van € 500,00

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#### Afdracht deel vergoeding

##### Artikel 8

1. Indien beheerder in aanmerking komt voor een vergoeding uit de pakketten 12 t/m 14 en/of 19 t/m 22 zoals opgenomen in de bijlagen van de regeling is hij verplicht jaarlijks aan de vereniging een door de vereniging jaarlijks vast te stellen percentage van deze vergoeding af te dragen.
2. Ter voldoening aan het bepaalde onder 1 zal beheerder de vereniging machtigen het af te dragen bedrag automatisch van zijn bank- of girorekening af te laten schrijven.
3. De hier bedoelde machtiging wordt gelijktijdig met het vastleggen van de pakketwensen van beheerder, de ondertekening van de borgstellingsovereenkomst en deze overeenkomst verstrekt.
4. De vereniging verplicht zich van deze machtiging niet eerder gebruik te maken dan wanneer de subsidie daadwerkelijk aan beheerder is uitbetaald.
5. De vereniging verplicht zich de via deze machtiging afgedragen gelden alleen in te zetten voor betalingen aan beheerders voor natuurresultaten en beheersinspanningen.

#### Boete bij terugbetaling subsidie

##### Artikel 9

De beheerder die uit welke hoofde dan ook gehouden is tot terugbetaling van een verstrekte subsidie heeft zijnerzijds geen recht op terugbetaling van de conform het bepaalde in artikel 8 aan de vereniging afgedragen bedrag.

#### Algemeen boetebeding

##### Artikel 10

Indien beheerder enige bepaling uit deze overeenkomst niet nakomt verbeurt hij aan de vereniging een direct zonder rechterlijke tussenkomst opeisbare boete van € 500,00

#### Geschillenregeling

##### Artikel 11

1. Alle geschillen die tussen partijen mochten rijzen naar aanleiding van deze overeenkomst, worden beslist door arbitrage
2. Er is een geschil aanwezig zodra een der partijen dit schriftelijk aan de ander mededeelt.
3. Bij een geschil wijst ieder der partijen een deskundige arbiter aan. Deze twee arbiters wijzen gezamenlijk een derde arbiter aan.
4. In geval na verloop van een maand na het ontstaan van het geschil niet is voorzien in de aanwijzing van de drie arbiters heeft de meest gereede partij de keuze de kantonrechter te verzoeken de (ontbrekende) arbiters aan te wijzen dan wel zich rechtstreeks met zijn geschil tot de rechter te wenden.

#### Ontbindende voorwaarde

##### Artikel 12

1. Deze overeenkomst is aangegaan onder de ontbindende voorwaarde dat de door de vereniging op basis van de regeling aangevraagde subsidie ten behoeve van beheerder wordt verkregen
2. Indien op grond van het bepaalde in lid 1 de overeenkomst is ontbonden hebben partijen ten opzichte van elkaar generlei verplichtingen.



## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

4<sup>TH</sup> TOOL

A MODEL OF LAND  
STEWARDSHIP AGREEMENT

### Toepasselijk recht

#### Artikel 13

Op deze overeenkomst zijn uitsluitend regels van Nederlands recht van toepassing.

Aldus overeengekomen te

op

Namens de Vereniging,

De beheerder

(English version)

Annexes (for each individual Manager)  
**Dutch Regulation on agri-environment subsidies Partnerships**

2004 application period

This form and its annexes are for subsidy programme "SAN 2004 – Partnerships (C)" in connection with the Dutch Regulation on agri-environment subsidies (hereinbelow referred to as SAN) [redacted], which has been prepared and submitted by with SAN No<sup>1</sup>: [redacted]

LASER account number/BRS (business account) number [redacted]  
 Name and initials "De Amstel" Agri-environment Association

hereinbelow referred to as **"the Applicant"** on behalf of

LASER account number/BRS (business account) number [redacted]  
 Name and initials [redacted]  
 Street, building number [redacted]  
 PO box number (where applicable) [redacted]  
 Postal code and town [redacted]  
 Telephone number [redacted] Mobile number [redacted]  
 (Postal) bank account number [redacted]  
 In the name of [redacted]  
 hereinbelow referred to as **"the Manager"**.

Where the Manager is not registered in BRS or where changes have been made in the name and address details, registration in the BRS can be requested or amended by filling in the following fields. Attach a copy of a valid identification document.

Name and all initials (this may also be the Company/General partnership (VOF)/Private Limited Company (BV)) [redacted]  
 Date of birth [redacted]  
 Gender Male [redacted] Female [redacted]  
 Street, building number [redacted]  
 PO box number (where applicable) [redacted]  
 Postal code and town [redacted]  
 Telephone number [redacted] Mobile number [redacted]  
 (Postal) bank account number [redacted]  
 In the name of [redacted]

- The name on the (postal) bank account statement must match the name of the applicant, meaning it must be the Company/General partnership (VOF)/Private Limited Company (BV) account if one of these is the applicant

**Are you (the Manager) an agricultural business/do you participate in the agricultural census?**

- Yes.
- No.

**Do you (the Manager) consent to the passing on of your name and address details to third parties for rural development purposes?**

- Yes.
- No.

<sup>1</sup> This is the number given top right on your (paper) subsidy application "SAN 2004 – Partnerships (C)" form.



**MANAGER’S DECLARATION AND SIGNATURE**

**The Manager hereby declares that:**

- it has familiarised itself with the Agri-environment Subsidy Regulation as published in the Dutch Government Gazette and gives its consent thereto;
- it has the right of use and management of the site (Article 1(e) Agri-environment Subsidy Regulation) via a commercial or permanent personal right for the (rest of the) period in question;
- it has declared on this application any subsidies from other government agencies for the same or similar costs or purposes, including loss of income (Article 3 Agri-environment Subsidy Regulation);
- it will not use the subsidy to meet obligations laid down under any other statutory provisions (such as the replanting obligation under the Forests Act, “green for red”, etc.);
- it will grant consent to LASER, the Government Service for Land and Water Management (hereinbelow: DLG) and the General Inspectorate (hereinbelow: AID) to obtain any and all information they deem necessary to assess its application;
- it will allow inspection officials from the DLG, AID and LASER access to its land and business for which subsidies have been awarded in connection with the Agri-environment Subsidy Regulation and will cooperate in any way they request in connection with monitoring of compliance with the conditions and obligations laid down in the Agri-environment Subsidy Regulation;
- it will immediately and truthfully provide inspection officials from LASER, DLG and AID with any detailed clarification they require in connection with necessary data;
- there has not been any successful request to withdraw a subsidy award in the preceding two years;
- it has not had an environmental management subsidy set to zero euros over the last two years due to failure to achieve the objective or comply with the obligations set;
- it will inform LASER of any change in circumstances within two weeks of their occurrence (Article 38(1)(f));
- it will inform LASER of any change in circumstances as a result of force majeure within 30 working days;
- it will retain all documents relating to the subsidies for three years from the date the subsidy is confirmed;
- it is aware that the Agri-environment Subsidy Regulation is co-financed by the European Agricultural Guidance and Guarantee Fund (EAGGF) and forms part of the European Regional Development Plan;
- it follows good agricultural practice (GAP). This means, inter alia, that you must comply with applicable national and European minimum standards in relation to the environment, animal welfare and hygiene and the following Dutch legislation: the Environmental Management Act, the Surface Water Pollution Act, the Fertilisers Act, the Pesticides Act 1962, the Animal Health and Welfare Act, the Animal Medicines Act and the Plant Diseases Act;
- it is familiar with the detailed policies concerning objectivity (from the manual “Objectivering Doelpakketten Subsidieregeling natuurbeheer 2000 en Agrarisch natuurbeheer” [Objectivity in the Environmental Management 2000 and Agri-environment Subsidy Regulations objective packets]) through which the DLG carries out monitoring;
- is aware of the policies concerning “reduced regional development plan subsidies” which apply to the regional development plan as of 1 February 2002;

I certify that this document has been fully and truthfully completed and signed,

Date

Location

The Manager

Name

Signature

The following annexes apply to the above-mentioned Manager and must be filled in:

- Annex I "Surety agreement"
- Annex II "Information about current subsidies"
  - *Where a subsidy is being received in connection with another LASER/DLG scheme, this annex must be included with the application for each manager to which this applies.*

In addition to this form and its annexes, the following forms/copies must be included with the application for the above-mentioned Manager:

- A copy of a valid identification document
  - *Where the Manager does not yet have a LASER/BRS account number or where the name and address details need to be amended.*
- A copy of the subsidy decision/agreement/award under another scheme
  - *Where a subsidy is being received from another government agency, a copy of the subsidy decision/agreement/award must be included with the application for each environmental management unit for which this applies.*
- A copy of the exemption from the replanting obligation under the Forests Act
  - *Where you are receiving environmental management subsidies for packet 31 or 32. This exemption can be obtained from the Dordrecht LASER office via the Ministry of Agriculture, Nature and Food Quality access point 0800 – 22 333 22 (freephone).*
- Request for permission for conservation fertilisation
  - *If you wish to carry out conservation fertilisation on environmental management units in packets 2, 3, 5 and 6. Permission can be obtained via the Ministry of Agriculture, Nature and Food Quality access point 0800 – 22 333 22 (freephone).*



ANNEX I

**Surety agreement**

Agreement in connection with the Agri-environment Subsidy Regulation between the Manager, the Applicant and the Dutch State implementing Article 4 of the Agri-environment Subsidy Regulation.

“The Manager”, “the Applicant” and the Dutch State, duly represented by the Minister for Agriculture, Nature and Food Quality,

by way of implementation of Article 4 of the Agri-environment Subsidy Regulation in connection with the decision of [date] (to be filled in by LASER) numbered [number] (to be filled in by LASER) to award a subsidy to the Applicant, hereby agree that:

- the Applicant hereby grants the Manager the right to payment of subsidies and advances granted, advanced or set in connection with the abovementioned award;
- the Manager undertakes to comply with those obligations that are incumbent upon the Applicant;
- where the right of use is transferred, the Manager undertakes to require the transferee, from the moment of taking possession, to fulfil the obligations that were incumbent upon the Applicant and to also require the same of any legal successor;
- the Manager guarantees the Dutch State that it will repay any incorrectly paid out subsidies and advances in connection with the above subsidy award.

After having been signed by the Manager and the Applicant, this Agreement will be sent to the LASER agency, as representative of the Dutch State. The LASER agency is responsible for ensuring that the Manager and the Applicant receive a copy of this signed Agreement.

I certify that this document has been truthfully completed and signed,

Date

Location

The Manager

Name

Signature

The Applicant

Name

Signature

The Minister for Agriculture, Nature and Food Quality, pp. the Team Manager, LASER

Name

Signature

**ANNEX II**

**Information about current subsidies**

In this annex, you can state if you want to withdraw your subsidies or indicate that you have an expiring environmental management agreement. To this end it is important that you also provide the award numbers and the expiry dates for any current or expiring agreement.

The Manager hereby declares that it is discontinuing the agreements listed below<sup>2</sup>, which are still running after the date of entry into force of the Agri-environment Subsidy Scheme period.

<input type="checkbox"/> Decision on environmental management agreements 1983 (BBO)	Number:		Expiry date:	
<input type="checkbox"/> Environmental management agreements regulation 1988 (RBO);	Number:		Expiry date:	
<input type="checkbox"/> Environmental management agreements regulation 1993 (RBO);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on promoting the spread of forests on agricultural land (SBL);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on function-related payments for forests and nature areas;	Number:		Expiry date:	
<input type="checkbox"/> Decision on a contribution to problem areas (BBP);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on agri-environment subsidies (SAN);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on environmental management subsidies 2000 (SN);	Number:		Expiry date:	
<input type="checkbox"/> Decision on removing arable land from production based on the Regulation on EC support for arable crops;	Number:		Expiry date:	
<input type="checkbox"/> Decision on removing arable land from production based on the decision on removing farmland from production;	Number:		Expiry date:	
<input type="checkbox"/> Regulation on environmental management agreements and nature development (RBON);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on environmental management agreements and nature development (RBON);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on environmental management agreements and nature development (RBON);	Number:		Expiry date:	
<input type="checkbox"/> Regulation on environmental management agreements and nature development (RBON);	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	
<input type="checkbox"/>	Number:		Expiry date:	

The environment management packets 23 "Fauna border" and 34 "Hamster packet" may likewise not be combined with:

<sup>2</sup> Indicate each environmental management unit(s) for which you are now applying for a subsidy, under which regulation(s) you are currently receiving subsidies and specify the award number(s) given to these subsidies by the implementing organisation(s)





## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP ORGANISATIONS IN EUROPE

4<sup>TH</sup> TOOL

A MODEL OF LAND STEWARDSHIP AGREEMENT

In the case of an environmental management agreement (RBON, RBO, BBO), describe below the scope and nature of the environmental management involved:

[Redacted area for describing the scope and nature of the environmental management involved]

If your Agri-environment Subsidy Scheme application is rejected, the discontinuation of your other environmental management agreements will not proceed. NB This does not apply to Agri-environment Subsidy decisions made by LASER acting ex officio.

I certify that this document has been truthfully completed and signed,

Date [Redacted]

Location [Redacted]

The Manager [Redacted]

Name [Redacted]

Signature [Redacted]

### Clarification to the models of agreements of the Netherlands

In the Netherlands, since 1975 it has been possible for farmers to – voluntarily – draw up an agreement with the central government for the management of nature and landscape features on agricultural land. It mainly concerns the management of grassland birds, but can be drawn up for distinctive landscape features such as wooded banks, pollard willows and ponds.

From 1998 a number of agrarian nature associations were established in the Netherlands, which farmers could join. From 1998 to 2015 the agrarian nature associations gathered the applications from individual farmers and submitted these bundled contracts to the government. The model of individual agreement presented in this toolkit is between an individual farmer and the central government and the agreement between such a farmer and the agricultural nature association.

Since 2009 yearly changes in contracts are done digitally and via the internet. In January-February, the area coordinator states the management contracts he has entered into, including the name of the farmer and the plot, on a government website. The farmer then confirms on that website that he will carry out the management activities and requests a payment in return when he makes his annual submission of company details in May of that year. According to the law, this submission in May is the contract between the farmer and the central government. The policy regarding nature (and landscape) has also been decentralized from the national government to the provinces. For this reason, agrarian nature conservation organisations have been entering into contracts with the provinces rather than the central government since 2009. As of 1 January 2016, the provinces will no longer enter into agreements with individual farmers. Instead, contracts will be drawn up with a collective of farmers in an enclosed area. This is done on the basis of an area plan, jointly drawn up with the farmers concerned and other stakeholders. The agricultural collective then enters into agreements with their members to carry out activities and work to achieve the established nature and landscape objectives. The Dutch are therefore in a period of transition from individual agrarian nature management contracts to collective contracts (see the model of collective agreement).



## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

5TH TOOL

# EUROSITE MANAGEMENT PLANNING GUIDANCE & LAND STEWARDSHIP



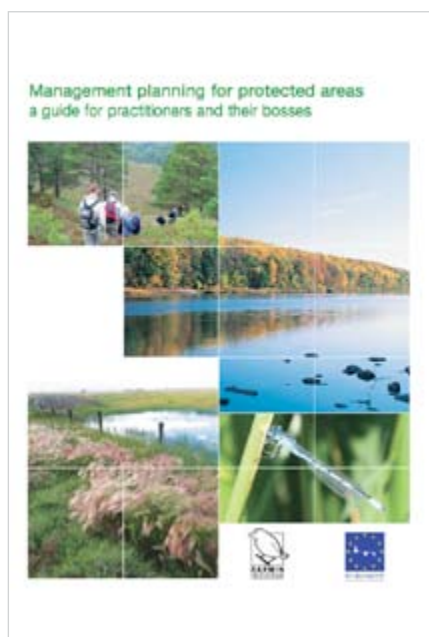
## 5<sup>TH</sup> TOOL

# EUROSITE MANAGEMENT PLANNING GUIDANCE & LAND STEWARDSHIP

### MANAGEMENT PLANNING AND LAND STEWARDSHIP

Management planning is a key step in conservation and land management, especially when the uses and wishes of several stakeholders have to be considered. In creating a management plan one needs to take into account the natural features and ecological characteristics of a site, but also the short and long-term objectives of the landowner and land-users of the property. **Despite this, the elaboration of a management plan is not a requirement for signing a land stewardship agreement, although it can be useful in some situations and complements the process (see European Manual on Land Stewardship).** Management plans for sites under land stewardship agreements can involve extra layers of complexity, as the participation and organisation of all stakeholders in the Management Planning process needs to be accommodated and facilitated. For instance, if a wider group of people need to use the plan, it needs to be accessible to them and presented in language they can understand.

### EUROSITE MANAGEMENT PLANNING GUIDANCE



The Eurosite network has long been known for its practical approach towards solving the problems that face modern site managers. Early in the development of the network, Management Planning was recognised as an important skill and guidance was developed in the best Eurosite tradition – from the ground up. Eurosite continues to address priorities fundamental to the network and its values, to improve and continuously develop good practice standards for site management and to offer a framework for site based Management Planning that allows for adaptation to meet the challenges of managing natural areas in a changing climate.

The Eurosite Management Planning Toolkit and Guidance documents are still being downloaded and used by site managers 15 years after the first versions were published. The Eurosite Management Planning Toolkit has served and continues to serve the network well: it is now used in many European countries and has been translated into many European languages.

However, today's environment has changed considerably since the first Management Planning working group meeting, which provided the building blocks for an effective management plan. For example, the European Union Habitats Directive and the Biodiversity Convention have evolved in recent years and they recognise the importance of people who have an interest in or are affected by the Management Planning process.

With all these factors in mind, a new group was established with the task of revising the Toolkit so that European natural site managers would continue to benefit from a common approach to Management Planning. The building blocks of the plan are still there, but they have been improved in light of recent experience and are now easier to fit together. The result of this work, which was tested in five central and eastern European countries, is published in the document "Management Planning Guidance for Protected Areas. A Guide for Practitioners & Their Bosses"<sup>1</sup>.

In the diverse European context, a flexible and adaptive management approach is recognised as key. This is especially important in the case of land stewardship agreements, since these exist in a wide variety of formats and include unique groups of stakeholders in each case.

## MANAGEMENT PLANNING: WHAT'S IMPORTANT?

Full details on Eurosite guidance for Management Planning can be found on the Eurosite website. However, the key points for creating a successful and inclusive management plan and its main benefits can be summarised as follows:

- Nature management is a **continuous** process and its goals change with time. Hence, a management plan needs to be **flexible** and needs to be updated from time to time.
- A management plan is very useful within an organisation, but it is at the same time an instrument for **communication** with others, to show the importance of a site and to explain why certain activities are necessary.
- Management planning is not just the preparation of a management plan document, it is a process in itself. The discussions involved in producing the document (inside as well as outside an organisation) may be as important as the final plan.
- Management plans are for **use in the field** as well as in the office; they are not meant just to fill libraries. They should be coffee-stained, tattered, torn and weather-beaten!
- What counts in the end are the **results on site**. Monitoring is essential to measure these results and to see if management is going in the right direction.
- A management plan needs a **scientific basis**, but it is not a scientific report. It should describe those features that are important for site management and for explaining choices that the managing organisation makes.

<sup>1</sup> The Toolkit and the Guidance document are free and can be downloaded from the Eurosite website: <http://www.eurosite.org/en-UK/content/evolution-management-planning-guidance>.

- A management plan should be Visionary (looking to the future), **Ambitious** (looking one step further than may be possible), and at the same time **Realistic**. A balance must be found between ambition and reality.
- Management planning requires appropriate **contact** with the key-players involved. This means that you should have clear information ready and should involve the other parties at an early stage in the planning process. Keep an open mind and try to find common interests, but don't lose sight of your own objectives.

### **PARTICIPATIVE MANAGEMENT PLANNING: BASIC PRINCIPLES**

In the participative approach, overall responsibility for and co-ordination of the Management Planning process should lie with one person designated by the managing organisation to take the work forward. It is not necessary for that person to conduct all of the working meetings needed to achieve a useful Management Plan, nor to be fully skilled in all aspects. A professional facilitator will bring added value in terms of the development of the plan, especially in ensuring sensitive and effective management and the involvement of stakeholders. However, the person responsible must ensure that at the end of the process a written or “hard copy” Management Plan has been prepared that is widely owned and shared by stakeholders in as open a way as possible - with no hidden agendas!

The five key stages in the production of a Management Plan are:

1. Getting started; background and assembling “the team”;
2. Identifying & working with key stakeholders;
3. Agreeing the main objectives and producing a work programme to deliver them
4. Designing an appropriate feedback and review process;
5. Approving the management plan.

### **ADAPTIVE MANAGEMENT**

In recent years, interest in adaptive management has increased. Adaptive management incorporates research into conservation action. Specifically, it is the integration of design, management, and monitoring to systematically try different solutions in order to adapt and learn<sup>2</sup>.

This definition incorporates three main pillars:

- a) Trying different actions to achieve a desired outcome. It is not a random trial-and-error process. Instead, it involves first thinking about the goals you want to achieve at your project site. Second, you need to develop a specific set of actions -based on your knowledge of the site- that you can use to achieve your goals. Third, implement these actions and monitor the results to see how they compare to the expected ones. The key here is to develop an understanding of not only which actions work and which do not, but also why.

<sup>2</sup> Salafsky, Nick, Richard Margoluis, and Kent Redford. 2001. Adaptive Management: A Tool for Conservation Practitioners. Washington, D.C.: Biodiversity Support Program. Adaptive Management

- b) Adaptation is about changing the type of actions you do to improve your achievements based on the results of your monitoring. If your project's actions did not achieve the expected results, it is because either your knowledge of the site was wrong, your actions were poorly executed, the conditions at the project site have changed, your monitoring was faulty – or some combination of these problems. Adaptation involves changing your ideas about the site and your interventions to respond to the new information obtained through monitoring efforts.
- c) Learning is about systematically documenting the process and the results you have achieved. This documentation process will help your team avoid making the same mistake twice. Furthermore, it will enable other managers to benefit from your experiences (both successes and failures), so that they can design and manage better projects and avoid the mistakes you have made. By sharing the information that you have learned from your project, you will help conservation efforts around the world.

Adaptive management was created and is particularly used for conservation actions in the field, e.g. to learn the best restoration tools for your site or to choose conservation actions for an endangered species. However, it is also useful for other areas of management. For instance, you can use this approach when designing land stewardship agreements. The results of previous agreements, whether be positive or negative, if adequately documented, will be useful for future agreements.

## **CONSERVATION MEASURES PARTNERSHIP OPEN STANDARDS**

The key questions facing all conservation practitioners and organisations are: “What actions are needed to achieve our conservation goals?” and “Are our actions effective in achieving our conservation goals?” It is imperative to answer these questions to focus attention on the most important actions, to be able to adapt and change our actions over time, to learn about which actions work and which do not, and to convince donors and society that conservation is a worthy investment.

The conservation community finds itself at a critical time in its evolution. There is great convergence in thinking about how best to plan and implement conservation actions. In order to make the most of the extensive experience gained by conservation organisations, the Conservation Measures Partnership (CMP)<sup>3</sup> developed adaptive management standards for effective conservation. These standards are not a set of rules that must be followed to the letter, but offer a framework and guidance for conservation action.

Miradi<sup>4</sup> is a user-friendly program that allows nature conservation practitioners to design, manage, monitor, and learn from their projects, to more effectively meet their conservation goals. The program guides users through a series of step-by-step interview wizards, based on the Open Standards for the Practice of Conservation.

<sup>3</sup> More information on the CMP Open Standards for the Practice of Conservation can be found on <http://www.conservationmeasures.org/initiatives/standards-for-project-management>

<sup>4</sup> More information can be found on <https://miradi.org/>

## **CMSI, SOFTWARE FOR MANAGEMENT PLANS**

The CMS Consortium, one of Eurosite's members, is a group of conservation organisations whose aim is to raise standards in conservation and countryside management. This aim is achieved mainly by producing planning guidelines and software tools to make the whole process as simple as possible. To this end, they have produced CMSi5, which harnesses the latest mapping and database technology to create a highly functional and easy to use software tool for writing, implementing and monitoring management plans. Such software could be of use in participative land stewardship approaches, as it compiles and collates all information within one place, in an easily sharable and accessible format.

### **SUMMARY**

Good Management Planning is essential for good land stewardship, and adopting an adaptive management approach will allow the management plan to be tailored to the specificities of the site and those involved in its stewardship. Most importantly, Management Planning needs to be open, inclusive and participative. Creating a management plan is a continuous process, not a one-off action, and it needs to be constantly revised and evaluated for its effectiveness. Eurosite offers a range of tools and guidance on creating and implementing a good management plan for your site, which can form the basis for planning for land under stewardship agreements.





## LAND STEWARDSHIP TOOLKIT

BASIC TOOLS FOR LAND STEWARDSHIP  
ORGANISATIONS IN EUROPE

6TH TOOL

# HOW TO FUND LAND STEWARDSHIP INITIATIVES



## 6<sup>TH</sup> TOOL

# HOW TO FUND LAND STEWARDSHIP INITIATIVES

**Funding** is a key issue for land stewardship organisations (LSOs) to ensure they have the ability to operate and to develop their initiatives. The resources you obtain as a LSO will allow you to reduce financial constraints, so it is important that you define a clear funding policy in accordance with the values of your LSO.

Before seeking funding for any specific initiative planning is imperative: to develop a good project and to define a good organisational strategy (see tools number 2 and 3 from this box). The two key points that you must take into consideration from the outset are:

- **Organisation and management of your entity:** How is your organisation structured? Who represents it? Who defines the appropriate actions to develop?
- **The particular mission you are focused on:** the organisation's actions, values and ethics, and the goals you are supposed to achieve. A method of measuring progress should be fixed on the basis of these objectives.

We recommend, as far as possible, collating and structuring all the budgeting strategies and initiatives in a "Fundraising and Alliances Plan". This will allow you to identify the most adequate funding sources and to define a fundraising strategy that meets your organisation's needs. The plan should also facilitate the planning and prioritisation of your funding actions.

In this tool we provide general guidance on funding opportunities for LSOs, including current information regarding aid, subsidies, private and corporate funding opportunities and ideas, and other financial support. For further assistance, check the [LandLife Helpdesk](#).

## 6.1 WHAT FUNDING POSSIBILITIES EXIST?

### 1. YOUR OWN CAPITAL

The first step in funding is to risk investing. Create a special resource pool for your LSO that would be used as a basis for seeking new resources. Merchandising (section 7.1.5.) is one way that can help you to maintain your own fund.

It is generally recommended that part of the organisation's expenses and its actions be funded by its own capital since this kind of resources will contribute to provide to your organisation more security and stability.

### 2. AID AND SUBSIDIES

These represent the most prevalent means of financing for organisations even though they can be difficult to obtain. There are many calls every year at different levels:

- **Public calls** (European institutions, state-level, sub-federal, regional, local and other public administrations and public institutions)
- **Private calls** (from private foundations, social agencies and other local institutions).

The [European manual on LS](#) contains a specific section on different sources of financing, you can also find information about it in the [LandLife Helpdesk](#).

To access this type of funding you need to be prepared in advance and take into account the following recommendations: anticipate when calls will be opened, study well and understand the requirements demanded, and talk to the convener beforehand where possible and appropriate. The most important task is of course to draft a good project and to search for an appropriate call to fund it, even if you may have to adapt the proposal dependent on the funding sources available.

### 3. PEOPLE

Private funding is another way to support your organisation's projects. Often, private individuals are interested in supporting specific projects and campaigns. There are many different mechanisms to obtain private funding, the most common being:

- **Membership:** provides a stable support, although funding capacity may vary depending on the number of members and the contributions paid. Some organisations are choosing to work on mechanisms that seek members to occasionally volunteer for specific projects and campaigns aiming to strengthen the relationship between the organisation and its members (see section 7.2.).
- **Donations:** These can come from different places. We need to properly organise campaigns and strategies and take advantage of the potential offered by the new technologies (see section 7.3 of this tool, about online donations).
- **Individual Patrons:** Some people donate their bit for a good cause, they could be the landowners we are working with, philanthropists or members of the local community.

- **Contribution coupons:** You can offer to participate through coupons, a kind of ticket, with a fixed amount (for example 10 €) that will be intended for a specific initiative. The coupon also serves as a certificate of recognition for the initiative or land acquisition.

People who make donations are not passive contributors to your entity's objectives, but active persons that want to enjoy the experience and to feel that they are contributing for a cause. You should always appreciate their support and share your mission with them: this should result in happy and engaged contributors that will remain faithful to your projects.

#### 4. SPONSORSHIP, PATRONAGE AND CORPORATE SOCIAL RESPONSIBILITY

The private sector has a growing interest in taking part in social initiatives and in being involved in land protection in their area. You should look for imaginative ways to collaborate for each new project and create appropriate proposals both for your organisation and for the companies targeted, making sure you establish mutually beneficial relationships and “win-win” collaborations.

For greater flexibility combine different types of collaboration to achieve the best objectives for both parties. The negotiating efforts should focus on establishing long-term partnerships with companies. Additionally, the collaboration agreement should not be limited to economic support and if necessary should identify alternative ways to work together on different projects. Some examples of types of collaboration with enterprises include the following:

- **Structural funding** (long-term linkages set up under an agreement)
- **Cooperation in the economic field and in-kind support:** grants, donation of materials, etc.
- **Sponsorship and patronage** for projects, long-term support.
- **Leasing:** infrastructures, raw materials, communication channels, etc.
- **Discounts** in acquiring merchandising products or services or from the stewardship market (special promotional offers, etc.).
- **Corporate volunteering:** workers employed by the enterprise you have an agreement with can provide human resource, advice and expertise.
- **Promotional campaigns** addressed to the customers and linked to your organisation.
- **Social marketing:** the enterprise can promote targeted and temporary marketing actions, with both a commercial and a social purpose.
- **Teaming:** it is a charitable initiative to collect several microgrants in a single whole donation and focus it on the organisation chosen by the patrons.

The idea is easy: every employee in the enterprise makes a voluntary contribution, a nominal amount (it can be just one euro) from his/her paycheck: when all

individual contributions are combined there will be a significant grant for the chosen organisation.

- **Corporate social responsibility (CSR):** over the past few years, enterprises have revised their attitudes towards society and the environment. In this context, growing concerns over the environment, biodiversity and natural heritage have been translated into the concept of CSR.

The European Union Green Paper defines CSR as a concept whereby companies integrate social and environmental concerns in their business operations and in their interactions with their stakeholders on a voluntary basis.

- **Creation of a natural reserve** on the land owned by the enterprise or on the land where the enterprise works or has assumed the management.

## 5. MERCHANDISING AND ECONOMIC ACTIVITIES

Can your organisation offer an interesting product or service (guided tours, etc.)? Selling products can aid your funding but you will need to be accurate and strict when analysing your merchandising commercial viability.

If you choose to start an economic activity to fund your organisation, you must follow two basic premises:

- Properly and clearly separate commercial business from the other missions of your organisation.
- Engage experts and other competent persons to make the business work in a feasible way.

For example, in 2006 the Xarxa de Custòdia del Territori (xct) created the Land Stewardship Market, a space where organisations and landowners respectful with their land can commercialise its products and services (for example, ecotourism initiatives).

Merchandising also includes promotional products and publications (recurrent or non-recurrent) that can help your funding without the necessity to start a business. You will of course need to take into account the need of using ecological, sustainable and local products.

## 6. FUNDRAISING

Fundraising is a compilation of strategies for non-profit organisations. The objective is not just to collect money but to build good relationships and to network with a wide range of actors, from other organisations to citizens from the local community, always with the aim to increase the membership base and to achieve long-term partners and collaborators in accordance with the organisation's ethic and values.

Fundraisers are professionals who are responsible for raising funds for organisations through a specific strategy. They can be volunteers or receive a wage for their work,

but both work to spread the cause of the organisation they work for and increase citizen involvement in the organisation's activities.

The fundraising framework varies in each country. If you are considering adding a fundraiser to your team you should look for further information in your own country. For example, in Spain, the "Asociación Española de Fundraising" offers a Code of Conduct for Fundraisers as a valuable resource.

## **6.2 OTHER FORMS OF SUPPORT**

Obtaining resources for your land stewardship initiatives does not end with direct funding. You can also benefit from the collaboration of volunteers, donations in kind, dissemination and communication of your activities for free by signing collaboration agreements with mass media, etc. There are lots of options depending on the specific needs of each organisation, you just need to be imaginative!

### **VOLUNTEERS**

Volunteers are people who commit themselves to a cause without expectation of payment and who want to be actively involved in an organisation and its different activities. They are a valuable support for non-profit organisations, but these organisations must be prepared to welcome them in order to ensure a satisfactory result for both sides.

If you would like to mobilise volunteers in some activities, you must firstly set specific tasks for them to follow. You must make their work interesting: it is important that they be able to learn something new and to enjoy the experience. Without defined tasks the working relationship will not be productive and both parties will be disappointed. In addition, determine a reasonable time frame to complete each task so that you can inform volunteers of it and they can organise their time and commitments accordingly.

You can look for volunteers through announcements on your website or other specialized websites, etc. For further information about volunteerism and how to manage it, you should also consult the 11th tool of this Tool kit, concerning Environmental volunteerism in land stewardship organisations.

### **MUTUAL-PROFIT AGREEMENTS**

In many cases there are complementary needs between parties that can help to strengthen collaboration in order to obtain mutual benefits beyond the monetary perspective. Whether the other party is an owner, an enterprise or another non-profit organisation, they could offer something interesting and at the same time you could satisfy their needs in a number of ways.

You can find many forms of collaboration that may be interesting for your organisation and will help you to achieve your organisation's objectives. On the whole, it is about working together in a network that will offer benefits to all the parties involved.

Reaching agreements with other organisations is always an interesting option because they will allow you to jointly achieve things that none of the parties would be able to do by themselves. Organisations can work together in a variety of ways: some options focused on funding projects are:

- **Temporary alliances** for specific projects.
- **Long-term alliances** between local organisations, global partnerships or collaborations focused on specific projects.
- **Financial guarantees** from other organisations or institutions.
- **Credits between organisations.**
- **Sharing of staff, infrastructures and services** to decrease structural costs. Ideas can and should also be shared.

### 6.3 FINANCIAL INSTITUTIONS AND LIQUIDITY NEEDS

In general, financial institutions have an important role in the LSO's economic management, most especially when it is needed to adjust collections and payments on a time scale. It is important to have a good relationship with them and to make an efficient plan of action with the resources available to you. Furthermore, it is important to check out and negotiate with different financial institutions to obtain the best deal possible.

A few options to consider in order to meet liquidity needs are:

- **Credit lines** that will enable you to overcome temporary gaps between collections and payments.
- **Grant financing:** you can apply for provision for subsidies that have already been granted but not yet collected.
- **Credit for investment,** for projects that are likely to be successful.
- **Micro-loans:** small loans for those who have trouble in obtaining loans from a conventional bank, whether for reasons of lack of resources or lack of solvency.
- **Venture capitalists** looking to maximize a value or general interest, such as territory protection, providing capital to a non-profit organisation. You must take into account that most of the time investors will want to have power over the organisation, so it is essential to precisely define the agreements and involvement of your investors.
- **Ethical banking and social market economy financing co-operatives** that seek a financial return for social and environmental contributions.
- **Investment endorsers** can help to offer the necessary guarantees to obtain capital and the ability to invest.

Always bear in mind that these options involve interest payments. This issue raises an ethical debate (spending part of budget resources on interest payments), which your organisation would have to accept.

Other innovative funding mechanisms are also available in some countries. One example are personal loans. You can make these available to the organisation's associates so they can deposit their savings in the form of a personal loan, in the name of the organisation, linked to a private contract.

#### **6.4 HOW TO RAISE FUNDS OVER THE INTERNET**

The internet is a global arena without borders or schedules. Nowadays, the internet is considered as an important communication tool to spread the message of your organisation. But the internet is not just a mass communication, it is also a great and effective way to raise funds and other resources for your organisation.

A growing number of people are incorporating this virtual world into their lives and conduct their daily business via the internet. For this reason, it is important that you incorporate it in your LSO as much as possible. Incorporating a donation system within a website is not easy and you must do it with all efficiency and security warranties: this will usually require help from professionals and technical experts in such technologies.

Before starting, a specific strategy must be defined and should include the following points:

- Define the specific objectives to be achieved;
- Integration of the fundraising online system in the organisation of the institution: necessary staff and resources, relationships with the bank, etc;
- Integration of the fundraising system in the organisation's website: changes to make, accessibility, prominent place in the website, etc;
- Guarantees related to security of the system: how will monetary transactions be made? how will their security be guaranteed? etc. Security is a vital point to consider when fundraising a project through the internet. You must offer the maximum safety to your contributors so that they can make their transactions with complete confidence;
- Long-term commitment to maintenance of the system.

Once the fundraising project has been launched on the internet, if you want to attract visits to your website you will need it to be a simple site for easy and intuitive browsing. Websites are not just mere decorative tools, they are sites of communication and information and need adapted contents (see 8th tool)

Potential internet donors need to see your organisation's information, objectives and actions, and the use made of their donations clearly. This information must be easily accessible for every website visitor and it must be extremely concise. You must clarify to the donors the importance of their donations. Furthermore, defining certain set amounts for donations and linking them to specific projects can help donors to make a decision.



Once internet donations start being received your work is not yet over. Remain in contact with the donors: offer them your electronic newsletter, communicate successes achieved thanks to their donations, offer news and different options to keep in contact with you, etc. You need to create long-term relationships: these will produce major benefits rather than occasional donations.

### **CROWDFUNDING THROUGH THE INTERNET**

**Crowdfunding** is a new form of financing cultural, social and environmental projects based on micro-grants (mass finance). These are typically initiatives by private individuals that want to raise money for a specific project (cultural, social or political). Crowdfunding promotes funding a project with small grants by many people instead of with 2 or 3 big investors. This avoids the challenging task of finding a strong investor and has the added benefit of involving many new people in the project.

Use of crowdfunding platforms is free and in the majority of cases the entity to whom the money is addressed receives 100% of the income. Users make the payment by banking platforms such as PayPal. Usually, to express gratitude for the donation, the promoter offers a reward to the donor that varies according to the donation amount (for example: a subscription to a magazine, appearing as a collaborator in the titles of a documentary film, etc.).

Crowdfunding success or failure depends on the one hand on the type of project and its originality, and on the other by the dissemination and communication strategy that the project's promoter employs (mailing, social networks, etc.)

A variety of internet platforms that allow you to design a crowdfunding project are featured below. These platforms are in general easy to manage, facilitating the funding process.

[www.indiegogo.com](http://www.indiegogo.com). This platform has enjoyed international growth due to its early creation. It allows a broad range of projects including a category for non-profits looking to fund their campaigns. If your campaign is set up as "Flexible Funding", you will be able to keep the funds you raise, even if you don't meet your goal. If your campaign is set up as "Fixed Funding", all contributions will be returned to your funders if you do not meet your goal.

[www.verkami.com](http://www.verkami.com). This platform sets a 40-day deadline to raise the required financing. If 100% of the necessary amount is not achieved, funders' micro-grants are returned. While most projects published on this website are cultural, you can also publish projects that are socially or environmentally oriented.

[www.ulule.com](http://www.ulule.com). Many kinds of projects can be financed here. This platform has an international outreach and like Verkami, you can only keep the funds you raise if you are able to meet your goal. The deadline is set by the project's promoter.

## 6.5 WHAT FISCAL BENEFITS CAN FUNDERS CONTRIBUTING TO A LSO ENJOY?

In many countries both individuals (section 7.1.3) and enterprises (section 7.1.4), benefit from tax savings generated from contributions to foundations and organisations declared to be of public utility. Tax incentives can be another tool to encourage collaboration with and donations to non-profit organisations.

You should find out what the law in your country says on this matter. In this tool, you can find brief information about the situation in the LandLife partners' region:

### Catalonia and Spain

In Spain the declaration of public interest is a support measure foreseen in the organisation's law that equates, in regards to taxation, organisations of public interest with foundations. The petitioners must have verifiable public interest purposes and enough financial and intervention capacity.

Organisations of public interest have the right to use this denomination to achieve social recognition and to receive economic benefits and tax deductions.

### France

The law n ° 2003-709, 1 August 2003 on patronage, associations and foundations, introduced a tax ruling procedure allowing organisations or groups to receive donations, prior to the issuance of tax receipts, which meet the criteria of the Articles 200 and 238 bis of the General tax Code for which donations allocated to them are eligible for tax reduction.

Associations have to meet some conditions for recognition of general interest such as do not work in favor of a restricted circle of persons, disinterested management, do not exercise lucrative activities, etc. You can contact the tax authorities to verify that the activities of your organisation meet the conditions.

### Italy

In Italy the Declaration of Public Interest is to the landscape protection legislation, specifically in "Cultural heritage and landscape Code" (D.LGs. 42/2004 – art. 137-140). This code considers as a public interest objects with characters of natural beauty or geological singularity, mansions, gardens, parks, not protected by other code dispositions, with uncommon beauty, complexes of objects with a specific aspect of aesthetic and traditional value, landscape beauties and belvederes, accessible by the public where it's possible to enjoy the view of the beauties pointed out

The proposals of Declaration of Public Interest are aimed to establish a specific regulation of protection and valorisation.

### The Netherlands

In certain circumstances individuals (taxpayers) can treat ordinary or periodic donations as a deduction for their tax return. The donations are made to an institution that is registered as a charitable institution ([ANBI](#)), a cultural ANBI or a support foundation SBBI.

An ANBI is a public benefit organisation. An institution can only be an ANBI if at least 90% of their efforts is for the common good and must meet some other conditions such as all the institution's charitable activities are not-for-profit. Institutions may ask the Dutch Tax Office to give them an ANBI designation.

## 6.6 WHAT SPECIFIC AND CURRENT INFORMATION CAN YOU FIND ABOUT AID AND SUBSIDIES, IDEAS AND OPPORTUNITIES, FOR FUNDING AND SUPPORT?

For further information you can already consult:

The European manual on land stewardship in the different versions available:

- Extended version in English.
- Shorter versions in English, Spanish, Catalan, French and Italian.

The Landlife Helpdesk where you can submit your questions to expert advisers from across Europe: <http://www.crmxct.org/helpdesk/>

- LandLife website <http://www.landstewardship.eu>
- Xct newsletters available in English, Spanish, Catalan, French and Italian

<http://www.landstewardship.eu/ca/press-communication/newsletter>

Life Programme <http://ec.europa.eu/environment/life/>

EU Biodiversity Strategy 2020

<http://ec.europa.eu/environment/nature/biodiversity/comm2006/2020.htm>

## 6.7 READING LIST

Austin, James E., 2000: *The collaboration challenge. How Nonprofits And Businesses Succeed Through Strategic Alliances.* Jossey Bass Wiley Imprint.

7<sup>TH</sup> TOOL

# EFFECTIVE COMMUNICATION FOR LAND STEWARDSHIP KEY ISSUES



7<sup>TH</sup> TOOL

# EFFECTIVE COMMUNICATION FOR LAND STEWARDSHIP KEY ISSUES

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Since land stewardship is a strategy that tries to connect people with nature, communication is crucial for land stewardship organisations. These organisations, like any NGO and foundation, use communication strategies and tools mainly for these objectives:

- To strengthen their reputation and transparency
- To improve their visibility by explaining their mission and activities
- To improve trust and relationship with stakeholders
- To seek collaboration with other organisations and build partnerships
- To send call actions to engage people and other stakeholders, through volunteering, specific donations and other ways to become involved with land stewardship<sup>1</sup>.
- To increase membership
- To search and obtain funds

Social involvement is a measure of the effectiveness of communication skills —and resources— of the organisations. When social recognition does not reach expected levels, it is time for the organisation to focus on new communication actions.

This tool tries **to explain some key issues to be considered by stewardship organisations (especially by communication staff) to assure an effective communication.**

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<sup>1</sup> See Box 10 in Sabaté, X., Basora, X., O'Neill, C., and Mitchell, B. (2013). *Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe*. LandLife documents. Volume online. First edition 2013. Available [here](#).

## 7.1 BASIC TIPS FOR DEFINE A COMMUNICATION STRATEGY

Before using the communication tools and expanding your messages, you must think and plan a strategy. Once you have a communication plan and a branding strategy, go to action!

### 7.1.1. THINKING AND PLANNING COMMUNICATION

Before start designing any communication strategy, you must have a very clear organisation's strategy. Many times we think we have a communication problem and we have, in fact, a problem of identity and mission as an organisation: we are not sure where we are going. The organisation's strategy and its communication's strategy always walk hand in hand.

The communication plan or strategy is the most important communication tool of any organisation, it establishes **the mission, objectives, target audiences, resources, key messages, channels, actions, budget and evaluation**. The plan should be shared by the entire management team (staff and board), especially the missions and the objectives. Because any action has something to communicate, all staff should know the communication strategy.

Browsing the Internet you can find a lot of tips and references to prepare a communication plan<sup>2</sup>. In any case, you have to adapt the contents of the plan to the reality of your organisation, especially in the case of the smallest ones. In this sense, smaller organisations with low resources should never forget communication. Today, many communication tools are free (i.e., the most popular social networks as Twitter, Facebook or LinkedIn) and the key issue is to integrate communication in day to day organisation and its staff.

### 7.1.2. BRAND STRATEGIES

From a communication point of view, it is also essential to launch brand strategies to get social recognition. Land stewardship organisations must plan and work on how people will know and recognise them. This brand strategy can be integrated into the communication plan, or may be a separate document.

The brand is not only the name of the organisation, its logo or its slogan. Today the brand is understood as something more complex and intangible: the set of feelings, perceptions and values that we transmit or people associate with us. These intangible assets appear in your documents, e-mails, headquarters, messages, website, merchandising... A brand is a desirable idea manifested in products, services, people, places and experiences.

Again, you will find in the Internet a lot of references to prepare your brand strategy<sup>3</sup>. One of the main products of this strategy is the visual identity guidelines, which aim to give your organisation a recognisable and coherent image. However, in this process never forget the particular role of the brand in the Non-profit Sector<sup>4</sup>.

<sup>2</sup> As this [example](#) by European Commission.

<sup>3</sup> The following two articles from [Third Sector Magazine](#) are good examples: "[How to develop an effective brand strategy?](#)" and "[Why a strong brand is important for not-for-profits](#)".

<sup>4</sup> See the following two documents with more information about not-for-profit branding: "[10 principles of Not-for-profit Branding](#)" and "[The Role of Brand in the Nonprofit Sector](#)".

## 7.2 YOUR TARGET AUDIENCES

You must define your target audiences to address your activities and communicate your messages. It could be a long list so it is essential to prioritise your main publics. Once you have this map, you must adapt any message and communication action to each target group and so assure their effectiveness. In any case, it is necessary to monitor public trends to know concerns and interests of your target groups in order to create contents adapted to them.

A useful exercise in this process can be to differentiate between internal and external publics. Your communication strategies will differ according to each type.

**Internal publics** are all those groups with a direct relationship with your stewardship organisation, usually staff, directorate, membership, volunteers, funding partners, landowners with a stewardship agreement, land stewardship networks, etc. These groups should be well informed of all your activities and have channels to communicate easily with your staff.

**External publics** are those groups that should know your organisation's activities because they can provide different types of support, or because they can contribute to your mission. In this case, these groups can differ very much and then it is necessary to focus your efforts. In the case of stewardship organisations, external publics could be the next ones:

- People interested in nature and landscape conservation
- Landowners and land users (farmers, hunters, fishermen, foresters, etc.)
- Other conservation NGOs and foundations
- National and regional governments and agencies, and European institutions
- Local governments
- Leisure organisations, schools and teachers, and university students
- Businesses and corporations
- Media and environmental journalists
- Other public so that you have some kind of relationship

Some experts believe that this classical differentiation (external and internal groups) is losing its meaning with the growth of social networks. I.e., our followers in social networks are internal or external publics? Some of them can be more active than some members while other followers hardly know us. In any case, do not forget to categorise your target groups, regardless of whether they are external or internal.

### 7.3 CONTENTS TO COMMUNICATE LAND STEWARDSHIP

Beyond the strategy, the tools and the channels, your messages are the key to your success. As founder of Microsoft Bill Gates said in 1996, “**content is the king**”. In this sense, we should focus on building strong and attractive messages. Recently, companies are giving more importance to *content marketing*, defined by Content Marketing Institute as “a marketing technique of creating and distributing relevant and valuable content to attract, acquire, and engage a clearly defined and understood target audience – with the objective of driving profitable customer action”.

Your messages and contents must always be identified with your organisation. So, it is necessary to define which values and main ideas you will send in your communication actions. Usually, these *key messages* are established during the planning process of a communication strategy (see 7.1.1). As a land stewardship organisation, these ideas can be related with your field of specialisation (your region, some kind of habitats or species, etc.). Once defined, these claims will be associated to any message, either in an apparent way or not.

#### 7.3.1. MESSAGES TO COMMUNICATE LAND STEWARDSHIP TO THE GENERAL PUBLIC

Your target groups need to be aware of the mission, the activities and the services that your organisation provides to local communities and society. “Land stewardship”, and messages like “people caring for the land” or “Conversations on conservation”, can appeal to strong emotions and seduce for nature.

Other ideas and messages related to land stewardship can be found in the next Box.

#### Box 1. Examples of messages. Source: Sabaté et al. (2013)

- **Preserving nature and landscape, everybody matters.** The essence of land stewardship is the joint work of many people from different groups.
- **Enjoying nature, respecting it.** Usually, people can visit and know natural sites with land stewardship agreements. It is a big opportunity to connect with nature.
- **Working with nature.** Sites with land stewardship agreements are good examples of caring for nature.
- **Helping to manage the countryside.** Stewardship organisations help landowners to manage and maintain their properties. A well-managed countryside provides a lot of ecosystem services for the society.
- **Caring for our local environment, know it and be watchdogs.** As citizens, we can use land stewardship tools to take care for these local places that we love or we use in our leisure.



- **Addressing a diversity of issues.** Land stewardship can help local sustainability and climate resilience, preserve local ecosystem services used by the community, gives opportunity for personal engagement and is part of rebuilding lost local community, etc.
- **Contributing to create new jobs.** Land stewardship is part of green economy concept and can generate new jobs through organisations involved.
- **An opportunity for participating in Natura 2000.** Land stewardship offers valuable tools for addressing the biodiversity conservation challenges set by Habitats Directive —and Natura 2000 network— and other European strategies and policies.
- **Being part of a known strategy around the world and Europe.** Land stewardship has been applied successfully for years in many parts of the world.

### 7.3.2. EVENTS RELATED TO LAND STEWARDSHIP THAT CAN BE INTERESTING FOR MEDIA

To reach your audiences, especially citizens, you should try to appear in mass media and specialised media. To do that, you can capture their attention through different events, like the next ones:

#### BOX. 2. Examples of events. Source: Sabaté et al. (2013)

- **The signing of an agreement between an organisation and a landowner.** Overall, this news will have more space in local media, especially if the property was relevant for any reason (surface, a known landowner, an emblematic place, etc.).
- **New campaigns or appeals.** When an organisation launches a new campaign, it is a good moment to appear on media.
- **Activities with a lot of people involved.** For example, a volunteering day with a lot of people working to conserve or improve a specific place.
- **Projects and actions related to wildlife.** Animals have a high performance for media, especially television. Thus, projects or activities involving the preservation of wildlife can easily become news.
- **A new study or publication with new data and results.** Organisations must select most relevant data included in the study and present them with an easy language.
- **New laws benefiting landowners.** Landowners and land users will be very interested in this kind of news.

### 7.3.3. SOME TIPS TO BUILD EFFECTIVE AND INTERESTING MESSAGES

There are several ways to build effective and attractive messages:

- **Use real stories involving real people (story telling).** Land stewardship offers a lot of opportunities in this sense, particularly about landowner's history and commitment, or citizens collaborating with organisations.
- **Avoid institutional messages.** In the web 2.0, people value personal stories explained by day to day people.
- **Seduce your listeners** through the land's values and the emotions and feelings they may experience on nature. A good example is the "Connect with Nature campaign" (see box 3 below).
- **Sense of humour.** Can be a resource to approach your objectives and activities to a wide range of public. It is very helpful to explain concepts as land stewardship characterised by different approaches and scopes.
- **Collaborate with celebrities.** A familiar face always helps to grab the public attention.
- **Use inspiring or cheering up images and videos.** It's no secret. Audio-visual resources always cause a greater impact and help to better expand any message. So, use high-quality images and produce simple but effective videos, and then expand them through social networks like Youtube<sup>5</sup>.
- **Bring up specific data to get an idea of your actions.** For example, the surface involving an agreement, the number of signed agreements by your organisation. Do not speak of "many people" attending a talk, but give the exact the number of attendants. Do not say you have restored a forest, but say how many hectares you have recovered.
- **Expand your messages** using many channels and formats, and adapt the message to each channel. It is not the same to write for a newsletter than for a newspaper, a website or in a social network. I.e., **Viu la terra** (*Live the Earth* in Catalan) is a brand and a set of tools that the Catalan Land Stewardship uses to communicate land stewardship among citizens and other stakeholders. Viu la terra is a website but also a newsletter, social networks (Facebook and Twitter), a book, videos ([with a channel in Youtube](#)), campaigns, etc.

But most importantly, building trust depends on being positive, innovative and creative. On the other hand, you can create high-quality messages, but they can lose their value if your *face to face* communication does not work. Our interpersonal communication skills can be put into play in a variety of situations: events, workshops, calls, etc.

<sup>5</sup> Good videos to build effective messages: using illustrations ([Vote for nature](#) from RSPB, [A short story of land stewardship](#) from Biodiversity Foundation) or high-quality images with music ([Rewilding Europe](#)).

**Box 3. The Connect with Nature campaign.** Source: Sabaté et al. (2013)

The first European Land Stewardship Week (from September 28 to October 7, 2012), an initiative of the LandLife Project, was a big success thanks to the active participation of citizens. More than 15,000 people took part in the activities, making a contribution to land conservation and helping to take a step forward for land stewardship in Europe.

The Connect with Nature campaign, organised to engage people in the European Land Stewardship Week, encouraged people to relive the simple pleasures that we get from being in contact with nature, and to share those experiences through pictures. This campaign received more than 250 pictures of people around Europe. The highest-rated photos were used as part of a European traveling exhibition.

More information and photos: [www.landlifeweek.eu](http://www.landlifeweek.eu)

## 7.4 MAIN COMMUNICATION TOOLS

Today, communication includes a wide variety of tools. For non-profit organisations, the main tools are the website, social networks, newsletters, campaigns and annual reports. We offer some basic tips about them. However, do not forget other important tools as blogs, press releases, opinion articles, brochures and mailings.

### WEBSITE

It is your main window to the world. Your website must provide answers and proposals for new visitors, supporters and followers. And, of course, original contents to explain your mission, your activities, your members and staff, etc. Do not forget to update your website and to analyse your visits to know what works and what does not.

### SOCIAL NETWORKS

Social networks have created a space for new and powerful interactions between NGOs and citizens. These tools allow us to expand messages to a wide variety of publics although require effort and good skills. Today, the most popular social networks are Facebook, Twitter, Instagram, LinkedIn, Pinterest and Google+. Each of these tools has a slightly different purpose and audience but they are all designed to encourage participation<sup>6</sup>.

As a Communication and information project, LandLife is present in different social networks such [Facebook](#), [Twitter](#), [Youtube](#) and [Linkedin](#).

### NEWSLETTERS

With the rise of social networks, newsletters sense or effectiveness seem to have been asked. Quite the contrary, they are a very powerful tool to capture attention and not everybody is on social networks. Newsletters should be brief, with an attractive design and

<sup>6</sup> The following article explains seven tips to help your organisation strengthen its social media presence: "[Activate your community through social media](#)" (Third Sector Magazine, April 2013).

linked to your website. There are free tools like Mailchimp or SendGrid to send newsletters and analyse their effects.

[The LandLife Newsletter](#) is available in five different languages: English, French, Catalan, Spanish and Italian and appears every three months. Through the LandLife Newsletter we communicate the latest project updates, interesting news with issues relevant to land stewardship, information about events and other initiatives, best practice examples and events that may be of interest to land stewardship practitioners and/or those interested in land stewardship.

### CAMPAIGNS

Campaigns are still the main channel of the organisations relationship with society. But campaigns cannot replace our communication strategy. Again, a good campaign plan is essential: goals, audiences, messages, channels, calendar, resources, partners, engagement opportunities and, as usual, being innovative and creative. And do not forget to evaluate the campaign's results!

### ANNUAL REPORTS

It is one of the most important tools to communicate your action. The annual report is your letter of introduction updated annually and it should be the point where our main messages and our communicative approach converge<sup>7</sup>. A good idea is to write two versions: a simpler for general public, and a larger with more complete information for your main target audiences and your financial partners/funders.

### 7.5 READING LIST

Sabaté, X., Basora, X., O'Neill, C., and Mitchell, B. (2013). **Caring together for nature. Manual on land stewardship as a tool to promote social involvement with the natural environment in Europe.** LandLife documents. Volume online. First edition 2013. Available [here](#).

**Communication, Education and Public Awareness (CEPA). A toolkit for National Focal Points and NBSAP coordinators.** The IUCN Commission on Education and Communication developed the CEPA Toolkit for the CBD secretariat. The toolkit is a practical resource to heighten the impact of national biodiversity strategies and action plans. Fact sheets, checklists and examples introduce users to the practical side of CEPA. Tools and methods include information exchange, dialogue, education and social marketing. It also can be useful for stewardship organisations. Available at [www.iucn.org/cec](http://www.iucn.org/cec).

Third Sector Magazine. Third Sector is the magazine for Australia's not-for-profit sector. Published quarterly, Third Sector is endorsed by the Australian Society of Association Executives. Every edition covers key areas of interest to not-for-profit organisations including communication. <http://thirdsectormagazine.com.au>.

<sup>7</sup> The following article explains a few ways to improve your annual report: "[How to improve your NFP's annual report](#)" (Third Sector Magazine, February 2013).

## LAND STEWARDSHIP TOOLKIT

The toolkit is based on seven technical tools addressed to land stewardship organisations that complement the LandLife Helpdesk – The Helpdesk is a forum to ask any question or doubt related to land stewardship, answered by an expert advisors team with the aim of boosting land stewardship around Europe-.

Each tool contains practical information for land stewardship projects: basic models of stewardship agreements, general steps to develop an action plan for land stewardship, how to fund stewardship projects, etc.

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[www.landstewardship.eu](http://www.landstewardship.eu)



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