

## **Agreement for Non-Profit Conservation Organizations participating in the Orchid Conservation Coalition**

### **1. Terms of Participation**

By participating in 1% for Orchid Conservation (1% FOC) and being listed on the Orchid Conservation Coalition (OCC) website, non profit orchid conservation organizations agree to:

**1.1** Use donated money generated through the 1% FOC in accordance with the criteria set forth in 1% FOC (Exhibit A).

**1.2** Verify contributions donated by 1% FOC participants. The simplest way is by e-mail (information@orchidconservationcoalition.org). Example: Such and Such OS donated \$500.00 on 11/05/05. The totals will be used in a grand total count kept on the website to show progress.

**1.3** Each eligible non profit conservation organization can have one self-descriptive page on the 1% FOC website which can be used to give updates to donors and the OCC as to your progress on in situ orchid conservation projects. Think about these as both informing your current donors and as ads for future potential donors.

**1.4** Submit an annual report showing: a) how much money they have received through the 1% FOC program b) from whom they received the money c) how much of the money they have spent and on what d) how much they have on hand. These reports will be available on the 1% FOC website (or linked) so that donors can see where they want to donate their money.

**1.5** Place the 1% FOC logo (Exhibit B) with a link to the OCC (<http://www.orchidconservationcoalition.org>) on the main conservation page of your website. A participating non-profit conservation organization may use the 1% FOC logo for it's promotional activities.

### **2. Terms and Termination**

**2.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter, unless and until terminated earlier as provided in this Section 5 (the "Term").

**2.2 Termination for Convenience.** Either party may terminate this Agreement at any time for any or no reason, upon thirty (30) days prior written notice to the other.

**2.3 Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if (a) the other party breaches any term or condition of this Agreement; provided that if the breach is one capable of cure, the termination right shall not arise until the breaching party shall have failed to correct such breach within thirty (30) days following written notice specifying such breach; (b) the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other party; or (c) the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof; or the other party files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent

or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors.

**2.4 Effect of Termination.** So long as Licensee is not in breach of this Agreement and otherwise subject to Licensor's reasonable approval, notwithstanding the termination of this Agreement Licensee may, for one hundred eighty (180) days thereafter, sell its existing inventory of Products bearing the Trademarks, insofar as such Products have been manufactured bearing the Trademarks prior to the termination date of this Agreement, but may not use or display the Trademarks on any other Products or in connection with any Services or Other Activities

The intent of this agreement is to give 1% for Orchid Conservation participating donors a list of reliable non-profit orchid conservation organizations that will use money donated to them toward in situ orchid conservation.

This agreement is a "good faith" agreement between non-profit conservation organizations and the Orchid Conservation Coalition.

## **Exhibit A**

### **Criteria for what define a contribution towards fulfillment of 1% for Orchid Conservation.**

The underlying premise following the criteria is to give the spirit of what the criteria is trying to accomplish.

#### **Ex situ orchid conservation:**

Non-profit organizations that have a collection of species orchids with which they have an active and organized propagation program from which they both sell or give freely the resulting species orchids. Propagation is done vegetatively and from seed resulting from pollination of their species orchids. Neither the lab work nor the raising of seedlings necessarily has to be done by the non-profit organization.

The underlying premise of this ex situ orchid conservation criterion is that a collection of species orchids is not conservation, but by actively propagating and disseminating orchid species to the public the availability increases in the market place and reduces the need to collect (legal or illegal) orchids from their natural habitat. While orchid conservation education is important, it is not enough solely to have an impact on in situ orchid conservation.

#### **In situ orchid conservation:**

1. Non-profit organizations that directly buy or work with other non-profit or government agencies to buy orchid habitat in which native orchid species exists. Expenses can also go toward lobbying to buy, researching and evaluating orchid habitat for conservation, maintaining, and protection of the orchid habitat.
2. Non-profit organizations that directly buy or work with other non-profit or government agencies to buy orchid habitat in which native orchid species will be reintroduced into a habitat. Expenses can go toward lobbying, propagation and growing of the reintroduced orchid species,

researching and evaluating orchid habitat for reintroduction, maintaining, and protection of the orchid habitat.

3. A non-profit organization that as its primary function reviews grants and awards money to orchid conservation projects as outlined in the rest of these criteria. This non-profit organization should donate 70% or more of the money it collects to orchid conservation as outlined in the rest of these criteria. This leaves 30% for overhead, orchid conservation education, and other things. If the donation goes to a conservation committee of a large orchid organization then that the whole 1% must go to orchid conservation as stipulated in the rest of the criteria.

4. The expenses of reintroduction of orchid species or the maintenance of already protected orchid habitat.

5. The buying of property or rights that directly insure the continuing protection of the conditions that makes a protected orchid habitat's environment suitable for their continued protection in situ. Examples: The buying of right for any logging or extraction of minerals, oil, or water, and the buying of land for a protection barrier around the habitat or to keep a wetland from being drained, or a river from being dammed.

6. The study, habitat protection, and environmental supports needed for the protection or reintroduction of an orchid pollinator in which there are protected orchids of the pollinator in the reasonable vicinity.

The underlying premise of these in situ orchid conservation criteria is to protect orchids in their native habitat, the habitat, and their pollinators. The orchid habitat does not have to be owned by a non-profit but does have to be protected from destruction into perpetuity. The orchid habitat does not have to have a "rare" orchid in its bounds.

#### **Exhibit B**

