**Memorandum of Understanding**

**For**

**Germplasm Conservation Orchard**

The Connecticut Chapter of the American Chestnut Foundation

And

\*\*\*LANDOWNER\*\*\*

This Memorandum of Understanding is executed as of , by and between the Connecticut Chapter of The American Chestnut Foundation, Inc. (“the CT Chapter”), a Connecticut non-profit corporation with a mailing address of 226 Long Swamp Rd, Wolcott, CT 06716; The American Chestnut Foundation, (TACF) a Virginia non-profit corporation with its principal facility at 50 North Merrimon Ave., Ste 115, Asheville, North Carolina 28804; and the \*\*\*LANDOWNER\*\*\*:

As part of The American Chestnut Foundation (“TACF”), the CT Chapter is working to restore a population of healthy American chestnut trees to the eastern US hardwood forest. In 1983, a committed group of scientists formed TACF and began a complex breeding program to transfer genes containing disease resistance from Asian chestnut species to American chestnuts through a backcross breeding program. This work has been ongoing for over thirty-five years and although we have made significant progress in our efforts, there is much work to be done. Current efforts involve improving blight tolerance within the backcross breeding program, incorporating novel biotechnological methods of transferring blight tolerance to American chestnut germplasm, as well as biocontrol with hypovirulent strains of the blight fungus -- our 3BUR approach. In order to continue our research and breeding efforts we need to conserve a significant portion of the remnant American chestnut population to ensure that there will be genetically diverse progeny to successfully return blight tolerant American chestnuts to their original habitat.

A germplasm conservation orchard (GCO) is an orchard collection of diverse wild American chestnut sources. In partnership with the CT Chapter, this orchard would include sources primarily native to CT, though other sources could be planted as well. This type of planting is critical to TACF’s efforts within the 3BUR framework and will help ensure the CT Chapter can continue to play an important role in the restoration of this keystone species. The CT Chapter has been tasked with conserving 35 unique wild American chestnut sources within the state, and each source should be replicated to ensure it is well-maintained. By hosting this type of planting, the \*\*\*LANDOWNER\*\*\* is becoming a partner of the CT Chapter, and playing a key role in the return of the American chestnut. The trees planted in this GCO will be used for future breeding and other mission-critical science initiatives.

LANDOWNER/HOST RESPONSIBILITIES

\*\*\*LANDOWNER\*\*\* will provide the site for the GCO and manage planting, care and long-term maintenance of the GCO. The CT Chapter will arrange for volunteers to help with the planting, care and long-term maintenance of the GCO if needed. The CT Chapter will also provide planting material, information and advice, technical support, and contribute to the cost of site preparation, fencing, and irrigation.

1. **Area.** The GCO will consist of approximately \*\*\* acres as shown on Exhibit A (the “Orchard Area”).
2. **Orchard Area Access.** Reasonable access to the Orchard Area by motorized vehicles and equipment, including bucket trucks for pollination and harvest, will be available to the CT Chapter and TACF personnel, subject to reasonable access schedule restrictions. Access to the Orchard Area shall initially be as shown on Exhibit A, but may be changed from time to time to accommodate uses of the surrounding land.
3. **Duration**. The parties anticipate that the Orchard Area will be used for the GCO for 15-30 years. \*\*\*LANDOWNER\*\*\* will make every reasonable effort to dedicate the Orchard Area for that purpose for that period.
4. **Management Plan.** Within the Orchard Area, during the duration of this Agreement, the \*\*\*LANDOWNER\*\*\* and CT Chapter shall follow a reasonable plan for cultivating American chestnut trees, including planting, growing, applying biocontrol methods (i.e. mudpacking or hypovirus), pollinating, collecting seeds from selected trees, and removing any undesirable trees, all in accordance with TACF’s protocols. The CT Chapter shall provide a written Management Plan (Exhibit B) prior to planting any seeds or seedlings. \*\*\*LANDOWNER\*\*\* has the right to review and approve the Management Plan before work is done on the Orchard Area. The Management Plan will specify tasks and responsibilities, as agreed upon by \*\*\*LANDOWNER\*\*\* and the CT Chapter.
5. **Site Preparation and Maintenance.** With direction and assistance from The CT Chapter, \*\*\*LANDOWNER\*\*\* agrees to prepare the site for initial planting in \*\*\* Month, Year\*\*\* conditions permitting, and thereafter take on all regular tree care and orchard maintenance in accordance with TACF protocols and the Management Plan. The CT Chapter shall regularly advise \*\*\*LANDOWNER\*\*\* of the maintenance or management requirements of the GCO sufficiently in advance to provide adequate preparation time for necessary work, beyond routine maintenance. If \*\*\*LANDOWNER\*\*\* declines to do any necessary work, it shall so notify the CT Chapter in writing, in which event the CT Chapter shall have the right to conduct such work on its own behalf. \*\*\*LANDOWNER\*\*\* shall in no event be liable for any loss or damage to the Chestnut trees within the Orchard Area due to lack of maintenance or due to any other reason whatsoever.Any herbicide use will be consistent with state regulations and label instructions.
6. **Plant Material.** In accordance with TACF protocols, the CT Chapter shall provide seeds or seedlings, shall conduct pollination activities, and shall collect seed for planting. The parties understand the goal and objective of this GCO is to produce chestnut seeds for planting projects directed by TACF, and that \*\*\*LANDOWNER\*\*\* will have no ownership interest in the chestnut seeds, timber, firewood, or plant material.
7. **Annual Meeting**. \*\*\*LANDOWNER\*\*\* and the CT Chapter shall meet at least annually prior to the growing season to review the management plan and budget for the coming growing season.
8. **Signs, Tours, Education**. The CT Chapter may erect and maintain signs or an educational kiosk, and conduct educational tours/study groups of the orchard site; provided that \*\*\*LANDOWNER\*\*\* has approved of the sign and the location for the sign.
9. **Acknowledgements.** The CT Chapter agrees that they have no and shall not claim at any time any interest or estate of any kind or extent whatsoever in the owner’s property by virtue of the rights granted under this agreement. \*\*\*LANDOWNER\*\*\* agrees that it has no and shall not claim at any time any interest in or right to the chestnut seeds, timber, firewood, or plant material cultivated by/for the CT Chapter in the Orchard Area.
10. **Liability.** The CT Chapter shall hold harmless and indemnify \*\*\*LANDOWNER\*\*\* for all damages, of any nature, which arise from the actions taken by the CT Chapter in accordance with this Agreement. To the extent permissible by Connecticut law, \*\*\*LANDOWNER\*\*\* shall hold harmless and indemnify the CT Chapter for all damages, of any nature, which arise from the actions taken by \*\*\*LANDOWNER\*\*\* in accordance with this Agreement.
11. **Termination**. While the parties intend for the GCO to have a duration of 15- 30 years, this Memorandum of Understanding may be terminated by either party on six month’s written notice. Upon termination, the CT Chapter may, but is not required to, remove or cut to ground level any or all chestnut trees within the Orchard Area, and apply appropriate chemical treatments to permanently kill the tree. Any such work will be done in accordance with TACF protocols and the Management Plan.
12. **Fencing**. Costs for fencing will be the responsibility of the CT Chapter or \*\*\*LANDOWNER\*\*\*.
13. **Recording**. The parties agree that a copy of this Memorandum of Understanding may be filed with the City of \*\*\* \*\*\* Office.
14. **Authorization**. Each party represents that the execution of this Memorandum of Understanding has been duly authorized.

**\*\*\*LANDOWNER**

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title

Date

**The Connecticut Chapter of The**

**American Chestnut Foundation, Inc.**

Signature

Jack Swatt, President

Name/Title

Date

**The American Chestnut Foundation**

Signature

Lisa Thompson, President & CEO

Name/Title

\_\_\_\_

Date