

# Framework Agreement

dated [Day] [Month] [Year]

between

**Get Nature Positive**, hereinafter "**GNP**"

c/o Stiftung Praktischer Umweltschutz, Schweiz Pusch, Hottingerstrasse 4, 8032 Zurich

and

**[First Name] [Last Name] / [Company]**, hereinafter the "**Project Partner**"

[Address]

regarding

**Implementation of a Nature Project**

## Preamble

- A. GNP is an association registered in the commercial register of the Canton of Zurich according to Art. 60 ff. of the Swiss Civil Code (ZGB), with its headquarters in Zurich (CHE-190.051.064). GNP aims to protect and promote biodiversity in Switzerland by initiating and supporting the creation of nature areas and implementing projects and activities that motivate, activate, and enable various stakeholders to design and maintain areas in a nature-friendly manner.
- B. The Project Partner is the lessee of nature areas in [Location].
- C. This Framework Agreement governs the financial support provided by GNP to the Project Partner in the creation and maintenance of nature areas on parcels [Nos.] in [Location] (collectively, the "Parties").

## I. Contract Duration and Termination

### 1. Start of Contract and Duration

- 1) This Framework Agreement commences on the date of signature by both Parties.
- 2) The term of this Agreement is 25 calendar years.

### 2. Termination

- 1) This Framework Agreement terminates after 25 calendar years without prior notice from the Parties.
- 2) This Framework Agreement may be terminated by either Party after the expiration of [xx] calendar years with a notice period of twelve months to the end of any month, in written form. In the event of termination by the Project Partner, GNP will use any remaining unpaid support costs (see Clause IV 2.3) to create replacement areas.

## II. Rights and Obligations of GNP

### 1. Investors and Financing

- 1) GNP seeks companies, private individuals, institutions, or organizations (the "Investors") that wish to compensate for the nature loss caused by their construction activities through the purchase of location-based nature certificates.

- 2) GNP is obligated to inform the Project Partner, upon relevant demand, about the specific identities of the Investors.
- 3) Compensation is achieved through the creation of new nature areas on the land of the Project Partners. GNP charges its Investors a certificate fee, which is largely invested in the creation and maintenance of nature areas on the Project Partner's land.

## **2. Consulting Services by GNP**

GNP and the Project Partner aim to jointly promote biodiversity. To achieve this goal, GNP can advise the Project Partner—and, if necessary, the respective landowner—on the planning of new or the enhancement of existing nature areas. The consultation may include the following services:

- i. Evaluation of plans or project sketches;
- ii. Assessment of the suitability and design of planned ecologically valuable habitats;
- iii. Indications of the need to obtain any necessary permits for project implementation

## **3. Financial Support**

- 1) GNP and the Project Partner agree on financial support for the creation and maintenance of the relevant types of nature areas (see project description in Clause IV).
- 2) For the purposes of this Framework Agreement, maintenance refers only to establishment care. Financial support for maintenance is only granted if establishment care is necessary. The decision-making authority on whether establishment care is necessary rests solely with GNP. For example, rock piles or nesting boxes do not require establishment care.
- 3) The financial contributions for maintenance are limited to three calendar years from the initial planting. After three calendar years, the Project Partner has no further claim to such financial contributions. Other maintenance costs must be borne by the Project Partner.

## **4. Financing and Payment Modalities**

- 1) GNP finances the creation of the nature areas as well as the effort for the establishment of the new habitats (establishment care) during the first three years.
- 2) The first part of the agreed financial support will be paid within 60 days after the signing of this Agreement and the acceptance of the project.
- 3) The second part of the financial support will be paid to the original Project Partner [xx] years after the signing of the contract, provided that this contract has been successfully transferred to a new Project Partner.

## 5. Publication of the Project

- 1) GNP is entitled to inform the Investors and the public about implemented nature projects. GNP will ask the Project Partner for approval (print or online release) in advance for information directly related to the Project Partner or any employees, such as portrait photos. If no mutually agreeable solution is found, GNP will refrain from publication.
- 2) GNP determines the manner of dissemination of information. Information can be shared through any analog or digital channels (website, social media, etc.). Personal or financial data are excluded from this provision.

## 6. Monitoring

- 1) GNP is entitled to monitor the impact of the project.
- 2) The method, implementation, subject, scope, objectives, and other details of the monitoring will be regulated in a separate monitoring concept, which is an integral part of this Framework Agreement (**Appendix 2, the "Monitoring Concept"**).
- 3) Generally, GNP conducts an initial monitoring one calendar year after the signing of this Framework Agreement. The second monitoring usually takes place two calendar years after the signing of this Framework Agreement. In addition to the first two monitorings, monitoring is generally conducted every five years from the signing of this Framework Agreement. GNP is entitled to deviate from these timeframes.
- 4) The results of the monitoring will be documented in a report. The monitoring reports will be sent to the respective Project Partner and are not intended for public disclosure.
- 5) If the evaluations of the monitoring reveal any issues, GNP may require measures for improvement.

## 7. Performance Bonus

- 1) GNP will pay the Project Partner a performance bonus after the evaluation of the monitoring after the first five years and all subsequent regular monitorings, provided a sufficient result as defined in the monitoring concept is achieved and an Investor has been found for the specific project.
- 2) The performance bonus consists of the contributions paid to GNP by the Investors and amounts to CHF 0.20 per square meter of nature area.
- 3) The conditions and modalities for the payment of the performance bonus are specified in the monitoring concept.

### **III. Rights and Obligations of the Project Partner**

#### **1. Area of Responsibility**

- 1) The Project Partner independently plans and creates nature areas in consultation with GNP and at their own expense, adhering to any specifications provided by GNP.
- 2) The Project Partner complies with applicable laws in creating the nature areas and independently obtains all necessary permits. All associated costs are borne by the Project Partner. In case of breach of this duty, the Project Partner must indemnify GNP.

#### **2. Preservation of the Newly Created Nature Areas**

- 1) The Project Partner ensures that the newly created nature areas are maintained throughout the entire contract term.
- 2) If nature areas are removed or destroyed during the contract term, they must be replaced by the Project Partner with equivalent nature areas. GNP alone determines whether the newly proposed nature areas are equivalent under this provision. If no replacement areas are found, the Project Partner must proportionally repay the financial contributions made by GNP based on the contract term and compensate GNP for the creation of replacement areas.
- 3) Adjustments to the management or conversion of nature areas into equal or higher value habitat types are possible in consultation with GNP. GNP alone determines whether the conversion is of equal or higher value.

#### **3. Change of Landowner or Project Partner**

- 1) In the event of a change of the Project Partner or landowner, the Project Partner is responsible for transferring the rights and obligations of this contract to the legal successor or ensuring that the legal successor concludes a follow-up contract with GNP.
- 2) GNP must be informed of a change at least 12 months in advance. If this provision is violated, GNP reserves the right to reclaim the financial contributions made.

#### **4. Additional Rights and Obligations**

- 1) The Project Partner allows GNP to conduct a regular monitoring according to the monitoring concept on the project's nature areas and is obliged to implement any suggested measures for quality improvement in case of complaints or violations. The costs of implementation are borne by the Project Partner.
- 2) The Project Partner allows GNP and Investors to use information and image and video material for advertising and communication purposes. For information directly related to the Project Partner or any employees, such as portrait pictures, approval will be requested within 2 business days (print or online release). The Project Partner can refuse approval with a stated reason.
- 3) The Project Partner permits GNP and Investors to visit the nature areas upon prior notification (at least two business days in advance).

#### **5. Third Party Financing / Prohibition of Double Financing**

- 1) The Project Partner is obligated to disclose all monetary benefits received from third parties (e.g., federal/state/local governments, foundations, other associations, etc.) in connection with the nature areas.
- 2) The Project Partner is not entitled to benefits from GNP if they have already received or will receive third-party benefits for the same areas or intend to receive third-party benefits.
- 3) If the Project Partner already has or has received third-party monetary benefits for a part of the nature areas, they can still receive financial contributions from GNP. All third-party contributions must be disclosed. The third-party financial contribution already received will be deducted from the calculation of GNP's contribution entitlement. The result must be that there is no double financing for the same areas.
- 4) If the Project Partner has already received third-party monetary benefits for the planned nature areas and does not disclose this to GNP, he is obliged to return all contributions from GNP. GNP explicitly reserves the right to pursue legal action.

#### **6. Investors**

- 1) The Project Partner has the right to be informed about the legal or natural person of the Investor.
- 2) The Project Partner has a veto right concerning the choice of the Investor. If the Project Partner exercises the veto right and no other Investor is available, they lose their claim to financial support

from GNP, and the contract is terminated. The Project Partner must repay any financial contributions already made by GNP within 10 calendar days of exercising the veto right.

## IV. Project Description (Example: High-Trunk Orchard)

### 1. General Information

- 1) In spring 2024, the Project Partner will plant a high-trunk orchard of xx trees (apple, walnut, chestnut, plum, pear) at the designated locations (see Appendix 3, the "**Project Plan**").
- 2) The target condition is a "High-Trunk Orchard with *Arrhenatherum elatius* Meadow" with a biotope value of 5 according to the GNP method as of June 1, 2024.
- 3) Various robust varieties of fruit trees adapted to the location will be selected.
- 4) The trees mentioned in paragraph 1 of this article will be protected from browsing by livestock and from mouse damage. Dead trees will be replaced.
- 5) Right from the planning stage of the planting and maintenance, the aim is to ensure that by the time of the second monitoring (2026), the high-trunk orchard will achieve the ecological quality level II according to the the swiss agricultural scheme (SR 910.13).
- 6) The cultivation will comply with the respective requirements for organic high-trunk orchard (<https://www.fibl.org/fileadmin/documents/shop/1292-hochstaemme.pdf>) or the applicable successor **regulation** at that time.

### 2. Approval of Project and Financial Support

- 1) After the project has been approved by GNP, the Project Partner can invoice GNP for [percentage of the total establishment costs] of the costs for the planting. The support contribution is a maximum of CHF xxxx.- after deducting landscape quality contributions. This includes all costs associated with the planting of xx high-trunk trees (xx apple trees, xx chestnut trees, xx walnut trees, x plum trees, x pear trees) and maintenance for one year. The areas and structural elements necessary to achieve Quality II are not part of this contract.
- 2) After project approval, the Project Partner can also invoice [percentage of the total maintenance costs] of the maintenance costs for the first three years (2025-2027) at a rate of CHF xx.- per tree per year.
- 3) Consequently, after the contract is signed and the project is approved, a total of CHF xxxx.- can be claimed from GNP. The second part of the payment will be made in [year] after the successful transfer of the contract to any subsequent Project Partner.

## **V. General Provisions**

### **1. Qualification of the Legal Relationship**

The obligations of the parties are of a contractual nature, and the parties agree that they do not form a simple partnership within the meaning of Art. 530 et seq. of the Swiss Code of Obligations (OR).

### **2. Amendments to the Contract**

Amendments, supplements, or the rescission of this contract are only legally valid if made in writing and signed by the parties. This specifically includes this clause regarding the written form.

### **3. Conditions**

This contract is conditional upon the landowner of the affected properties providing their consent for the respective project (Art. 22a para. 1 LPG). The consent must be in simple written form.

### **4. Confidentiality**

The contents of this Framework Agreement, namely the amount of financial contributions agreed with GNP, will not be communicated externally by the Project Partner and GNP.

### **5. Publication of the Project**

Both the Project Partner and GNP are entitled to inform the public about implemented nature projects.

### **6. Severability Clause**

- 1) Should single provisions of this agreement prove to be invalid or incomplete or should fulfillment become impossible, this shall not affect the validity of the remaining parts of the agreement.
- 2) In this case, the parties commit themselves to immediately replace the invalid provision with a valid provision that comes as close as possible to the original intention.

### **7. Place of Jurisdiction and Applicable Law**

- 1) Any disputes arising from or in connection with this contract shall be subject to the jurisdiction of the court at the respective registered office of the GNP Association.



2) This contract is subject to Swiss law, to the exclusion of conflict of law rules.

## 8. Execution of Contract and Signatures

Each party shall receive one copy of this contract. Any previous provisions shall be replaced.

### Get Nature Positive:

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**Simon L. Zeller**

Co-Managing Director

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Place, date

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**Manja Van Wezemaal**

Co- Managing Director

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Place, date

### Project Partner:

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**[Name]**

Lessee

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Place, date

### Appendix:

- Onwer's Consent Form
- Monitoring Concept
- Project plan

## Appendix 1

### Owner's Consent Form

The property owner or owners, [First Name] [Last Name] / [Company], [Address], hereby confirms being informed about the project between GNP and [Lessee] and agrees to the undertaking. Should permits be required for the project, consent to obtain these permits is hereby granted. Furthermore, consent is granted for the public use of information and any images and videos of the property.

The property owner is obliged to transfer the rights and obligations of this agreement to any potential legal successor during the contract period. The owner also undertakes to ensure that this contract is transferred to the successor in the event of a change of lessee or that a follow-up contract is concluded.

[Place], [Date]

Owner

[Name] [Last Name]

## Appendix 2

# Monitoring Concept

### 1. Objectives of the monitoring

- Get Nature Positive (GNP) is authorised to monitor the impact of nature projects. This is done in partnership with the project partner or investor
- Monitoring ensures that the improved or newly created habitats are properly maintained and that biodiversity can develop positively as a result. The habitats should be preserved permanently, i.e. for at least 25 years.
- Through the monitoring scheme, GNP and the project partner aim to ensure that the improved or newly created habitats are of the contractually agreed quality.

### 2. Timing of the monitoring

- Monitoring will be carried out at a time when the impact of the project can be assessed, e.g. before the first cutting of flower meadows.
- In the case of nature projects of project partners, GNP will carry out the first monitoring one calendar year after the signing of the Framework Agreement. The second monitoring will normally take place two calendar years after the signing of the Framework Agreement.
- In the case of eligible nature areas owned by investors, the timing of the first monitoring depends on the status of the project. In the case of new construction or total renovation, GNP will carry out the first monitoring after the completion of the green space, but no later than one year after the signing of this Framework Agreement (Variant A). In the case of existing buildings or total refurbishment without changes to the green space, GNP will carry out the first monitoring before the framework agreement is signed (Variant B).
- Further monitoring is generally carried out every five years after the Framework Agreement has been signed. GNP has the right to deviate from these monitoring schedules.

### 3. Auditors

- The person responsible for monitoring- hereinafter referred to as the auditor- does not see himself or herself as a controller, but evaluates the project development objectively and supports the project partner or the investors with his or her expertise. Sanctions are only considered in serious cases (see point 5).
- Suitable auditors are appointed by the GNP to carry out the monitoring.
- The auditors have a good knowledge of the species and a high level of social competence.
  - Auditors of nature projects of project partners also have a good understanding of the agricultural/forestry system.
  - Auditors of investors' eligible nature areas are particularly familiar with the promotion of biodiversity in settlement areas.

### 4. Content of the monitoring of nature projects of project partners

- The auditor makes an appointment with the project partner.
- The auditor informs himself/herself in advance about the contractual nature areas to be verified.
- The project partner shows the auditor how he/she has registered the nature areas in the Swiss agricultural database ('Strukturdatenerhebung').
- The auditor carries out an on-site inspection. The nature areas are inspected as completely as possible. The Quadra GmbH method 'Biotope type mapping 2024' is used as a basis for the

assessment. Additional provisions in the project partner contract may apply. The auditor notes the presence of rare species if sighted during the field inspection. The auditor also takes photographs of each nature area. In the case of decentralised subjects, such as high-stem orchards, a photograph of the entire plantation is sufficient.

- The project partner is present during the field visit and provides information on the management of the sites. He/she informs the auditor of any sightings of special or rare species.
- The person responsible for maintenance receives initial, provisional feedback from the auditor on contract fulfilment and maintenance. Any complaints are mentioned and the causes identified.

## 5. Content of monitorings of investors' eligible nature areas

- For the first monitoring, the auditor arranges a suitable date in advance with the person responsible for the maintenance of the green spaces.
- The auditor informs himself/herself in advance about the contractual nature areas to be verified.
- The auditor carries out an on-site inspection. The nature areas are inspected as completely as possible. The Quadra GmbH method 'Biotope type mapping 2024' is used as a basis for the assessment. Additional provisions in the project partner contract may apply. The auditor notes the presence of rare species if sighted during the field inspection. The auditor also takes photographs of each nature area. In the case of decentralised subjects, such as rows of trees, an overview photograph is sufficient.
- The person responsible for maintaining the green spaces receives initial, provisional feedback from the auditor on contract fulfilment and maintenance. Any complaints are mentioned and the causes identified.
- Further monitoring can take place without a field inspection. GNP contacts the person responsible for the maintenance of the areas and asks him/her to take up-to-date photos of all nature areas mentioned in the contract. The images are compared with the information in the contract and current aerial photographs.
- If there is any doubt about the existence and quality of the nature areas, GNP carries out extraordinary monitoring on site. GNP can also carry out spot checks on site at any time. This monitoring is carried out in the same way as described under point 3.

## 6. Recommendations, complaints and violations

- *Recommendations* are voluntary measures to improve the quality of the nature area.  
Examples: Leave deadwood on trees; reduce excessive spread of hazel and alder in hedges, better location for nesting aids, etc.
- *Complaints* jeopardise the positive development of a nature area. They lead to binding measures that must be implemented within a set period (max. 1 year). Auditors can issue complaints themselves and set implementation deadlines.  
Examples: Several newly planted native shrubs or fruit trees die and are not replaced, herbaceous borders are mown too early, hedges are not maintained properly, neophytic plants spread, etc.
- *Violations* lead to the permanent destruction of the nature area and constitute a breach of contract. Auditors report violations to GNP promptly. The decision on sanctions is the responsibility of GNP.  
Examples: Nature area is built over and not replaced, standard orchard is cleared, meadow is fertilised, ploughed or scarified, old trees are felled without adequate replacement, large-scale herbicide treatments, etc.

## 7. Monitoring Report

- The auditor prepares a monitoring report as soon as possible after the site visit, using the template.
- The report includes in particular:
  - Plan with all contractual nature areas of the project partner
  - Brief description and condition of the individual nature areas
  - Meaningful photos
  - Recommendations, complaints and violations
  - Recommendation for payment of the performance bonus yes/no/after implementation of the measures.
  - Statement on contract fulfilment (yes/no/after implementation of measures). The payment of performance bonuses (project partner) or the suspension or cancellation of the certificate (investor) depends on this.

In the case of nature projects by project partners, species occurrences are also recorded and categorised as 'sighted on site by the auditor' or 'according to information provided by the project partner'.

## 8. Publication of the monitoring report

- The complete monitoring report is sent to the project partner or the investor. The latter can submit suggestions for changes within 2 weeks.
- The final monitoring report is filed permanently by GNP.
- *Nature projects of project partners*: A summary of the monitoring report is published on the GNP website (without the section on Recommendations, complaints and violations).
- *Eligible nature areas of investors*: monitoring reports are not published by GNP.

## 9. Performance bonuses for project partners

- The performance bonus can be paid out to the project partners after each successful monitoring period of 5 years.
- If complaints are identified that affect the development of the nature areas, the performance bonus may be withheld until the issue is resolved.
- If serious violations are identified that impair the conservation of the nature areas permanently, no performance bonus will be paid. In addition, further sanctions may be imposed in accordance with III 2.2 of the framework agreement.

Appendix 3: Project Plan



Figure 1: Locations of in the [year] planted xx orchard trees. A = apple; B = pear; N = walnut; K = chestnut; Z = plum.