

## **WeReforest climate forest – participation contract**

**between**

the WeReforest association, represented by the chairperson,

Eschborner Landstraße 122, 60489 Frankfurt am Main, Germany

**hereinafter ‘WeReforest’**

**and**

**[Name]**

**[Address]**

**hereinafter ‘applicant’**

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**Section 1 Purpose**

- (1) The objective, pursuant to Section 2 of the constitution of the WeReforest association, shall be to use the earmarked donations to support the establishment of structurally rich, multi-layered and ecologically valuable commercial forests that are adapted to the climate and consist of tree species appropriate to the location with continuously high growth and usage potential and therefore high CO<sub>2</sub> reduction capacity.
- (2) A positive contribution to climate protection, the sustainable supply of wood as a renewable raw material and biodiversity shall be made through the execution of professional initial forestation, reforestation projects in calamity areas and restructuring measures in order to stabilise existing forests in leased forest areas in Germany. The multifunctional nature of the forests established in this manner is additionally to be ensured for the future in this way.
- (3) No legal entitlement to the leasing of specific areas or the execution of specific measures shall exist. The selection and prioritisation of leased areas offered/climate

forest projects applied for shall be carried out by the climate forest commission appointed by the WeReforest association following an examination based on their expert judgement on the basis of the WeReforest association's contract award guideline in the context of the available donation amount.

- (4) WeReforest and the applicant shall conclude the following contract, with which the applicant shall take part in the WeReforest climate forest project with the areas specified in the contract.

## Section 2 Organisational bases (expert supervision, committees)

- (1) The 'WeReforest climate forest' is a WeReforest association project based on the association's constitution and the contract award guideline valid at the time of contract completion.
- (2) Consisting of recognised experts from the fields of economics, forestry management and environmental protection, the WeReforest climate forest commission appointed by the meeting of the members of WeReforest on the basis of the current appointment regulation shall serve as the expert supervisory committee.
- (3) The professional execution of each funded measure shall be reviewed on site and documented by the qualified forestry expert commissioned by the WeReforest association. An on-site inspection to check the obligations pursuant to Section 7 shall additionally be carried out and documented following the expiry of the lease and after 10 years.
- (4) In the event of deviations from the target specifications in individual project areas, the WeReforest climate forest commission shall be responsible for assessing the causes. If the causes are attributable to the applicant's failure to meet his/her obligations, corresponding subsequent improvements can be demanded at the expense of the applicant.

## Section 3 Measures in climate forest areas

- (1) Measures for permanently establishing structurally rich mixed populations and for strengthening the resilience of existing forests shall be carried out:
  - a. Forestation or reforestation measures through planting, sowing or a combination of these measures with natural rejuvenation.
  - b. Introduction of population-stabilising or growth-increasing mixed tree species into existing, low-diversity populations.
  - c. Creation of structured forest edges.
  - d. Protection of the planted trees from game by means of mechanical plant protection (tree guards, protective, growth and mesh sleeves) and by means of small cages for secondary tree species, subject to confirmation of necessity and approval by the WeReforest climate forest commission.

- e. Necessary subsequent improvements after planting or sowing within the lease period. Subsequent improvements to achieve the originally selected objective of rejuvenation shall essentially be carried out by the WeReforest association. In justified exceptional cases, subsequent improvement can also be supported with other tree species that are advantageous for achieving the purpose of the project.

#### Section 4 Landowners

- (1) Climate forest projects are to be initiated in private and municipal forests. Natural persons or legal entities under private or public law can submit corresponding land lease and project offers. The applicants shall be the owners of the areas that are offered.

#### Section 5 Prerequisites

- (1) Support shall only be provided for measures that offer the expectation of an ecological, qualitative or temporal advantage compared to successive reforestation. The contract award guideline of the WeReforest association regulates all relevant details.

#### Section 6 Nature, scope and procedure of the climate forest measures in project areas

- (1) The parties shall hereby conclude the lease agreement enclosed in **Annex 1** for the performance of the climate forest measure. The specific term of the lease agreement shall be oriented to the period of time anticipated in each case up to the successful completion of the planned measure – usually five years.
- (2) The WeReforest association shall ensure the professional execution and financing of the climate forest measure agreed in the lease agreement.
- (3) To do this, WeReforest shall cooperate with qualified specialist companies or the leasing applicant insofar as this party wishes to carry out the measure itself at the usual market prices and offers this service as a service provider.
- (4) The costs for the following items shall be borne:
  - a. Plants and seed
  - b. Planting
  - c. Forest protection measures approved by the commission pursuant to Section 3 (1)(d)
  - d. Subsequent improvements following case-by-case examination and approval by the WeReforest association
- (5) Settlement shall be carried out solely on the basis of services verifiably performed (reimbursement principle) after checking the measure carried out.

## Section 7 Rights and obligations of the landowner following the expiry of the lease period

- (1) The applicant shall undertake to manage the area according to the principles of the applicable laws within the meaning of the project objective over the coming 20 years following the expiry of the lease. This shall particularly include the performance of necessary care and forest thinning measures at his/her own expense as well as the protection of the areas against hazards. All changes in the ownership (sale, inheritance...) of the area shall be reported to WeReforest. The applicant's obligations shall be transferred in full to the new owner.
- (2) The investments undertaken within this period of time shall be reimbursed to the WeReforest association by the applicant:
  - a. If professional management can no longer be guaranteed due to a change of use, set-aside or conditions related to the designation of conservation areas
  - b. If the management obligations are not transferred in full in the event of a change of owner
- (3) The applicant shall permit the WeReforest association and all parties commissioned by it to enter the climate forest area for the purpose of documenting and inspecting the result of the implemented measure.
- (4) The applicant shall permit WeReforest to publish project- and area-related data in printed and digital form for the purpose of supporting the climate forest project by means of advertising. WeReforest shall additionally be granted the right to produce and use project-related photos and videos. WeReforest shall also be permitted to erect project-related information boards in the climate forest areas at its own expense.

## Section 8 Contract, termination, dissolution

- (1) By signing this contract, the lease agreement pursuant to **Annex 1** shall be concluded between the WeReforest association and the applicant.
- (2) This lease agreement can be routinely terminated at any time prior to the commencement of the measures. Termination shall necessitate the written form. Thereafter, the agreement can only be terminated due to good cause during its term.
- (3) WeReforest shall have the right of termination due to good cause insofar as the donation amount available is not sufficient for the successful execution of the measure within the lease period. Claims for damages against WeReforest in the event of such termination of the agreement shall be ruled out.
- (4) In the event that the WeReforest climate forest project is terminated/dissolved, donors shall not be entitled to the pro rata reimbursement of their donations. In this case, all existing residual funds and assets shall be allocated to similar public-benefit projects within the meaning of the project objective.