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LIFE17 NAT/IT/00619 GREENCHANGE

Green infrastructures for increasing biodiversity in Agro Pontino and Maltese rural areas



# LAND STEWARDSHIP AGREEMENT MODEL FOR MALTESE PILOT AREAS

Action A3

**Date:**

08.10.2019

**Version:**

00.02

## ABSTRACT

The deliverable consists in a model for Land Stewardship Agreement to be used in the Maltese target areas, in English language. MIEMA developed the Agreement based on a standard model in Italian prepared by POLIEDRA (based in turn on the LandLife Toolkit), that was adapted to the Maltese legal context with support from a local legal consultant.

The Agreement consists of eight articles:

- Article 1: Management's objective of the site
- Article 2: Details of the Partnership
- Article 3: Land use restrictions
- Article 4: Responsibility
- Article 5: Expenses & Payments
- Article 6: Duration of the agreement
- Article 7: Early Termination for non-compliance
- Article 8: Conflict Resolution

## LAND STEWARDSHIP AGREEMENT WITH MANAGEMENT TRANSFER OF RUBBLE WALLS THROUGH CESSION OF USE MODEL IN USE FOR LIFE GREENCHANGE

[Name] Local Council

Locality of [Name]

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N.B. This model of management transfer agreement has been mostly deduced from the LandLife Toolkit.

The management transfer agreement concerns the landowner that is not interested in the use/management of the land and will transfer the management of the land through lease, cession of use and usufruct. The Land stewardship organisation or the farmer will carry out the 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.

When using the tool please bear in mind:

**Land owners or land managers:** land stewardship agreements are very often signed between the landowners and the stewardship organisation or its representative.

**Private and public law:** stewardship agreements are regulated by private law (i.e. the law that regulates the relations among private parties), as opposed to public law (which is the law that regulates the relations among public bodies or between them and other parties).

**Public bodies:** public bodies and institutions can also sign stewardship agreements with private subjects. In cases of Life GREENCHANGE, it is very likely that public institutions will sign the agreement as owners of the land targeted by the agreement. They can thus use this tool as a reference, but since they are subject to private law, the capacity, procedure and formalities to sign agreements with particulars have to be revised according to the national public contract law.

**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. In the framework of Life GREENCHANGE the institutions that received the LIFE+ funding (Province of Latina and MIEMA) will sign as third parties and clearly describe how they will transfer funds for the pilot actions which the Land stewardship agreement will refer to.

[To complete or choose]

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

Between

[Organisation's Name if NGO/local authority or First name Last name] whose headquarters are located at [address], represented by Mr/Mrs [LAST NAME First name, representative's function], with ID [number of ID], residing at [city, town or village, address] and authorised to sign through [explain here the documents stating his/her capacity to represent the organisation and to sign the agreement].

Called hereinafter « the landowner »

And

The [Land Stewardship (LS) organisation's name or Farm name], whose headquarters are located at [address], represented by Mr/Mrs [LAST NAME First name, representative's function] and authorised to sign through [explain here the documents stating his/her capacity to represent the organisation and to sign the agreement].

Called hereinafter « [LS organisation: Name or acronym] »

And

[Name of the organisation responsible for the Ecological Network (EN) / local authority or First name Last name] whose headquarters are located at [address], represented by Mr/Mrs [LAST NAME First name, representative's function] and authorised to sign through [explain here the documents stating his/her capacity to represent the organisation and to sign the agreement].

Called hereinafter « [EN organisation: Name or acronym] »

### Reference made to

- (list the reference regulatory framework for the Cession of use of available public assets to be assigned to private bodies for environmental purposes)
- (cite the annex to this agreement containing the Cession of use agreement)

### Premises

- [Name of the landowner] is the owner of the property located [insert the location and other possible descriptions "... near the city of ...", "on the banks of the river ..."] and is registered with no [insert number] in the Land 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
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<hr/>					
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### Object of the contract

In the context of the Cession of Use contract [attachment number] by virtue of which [Name of the landowner] grants free of charge to [LS organisation: Name or acronym] the property referred above, they have decided to create a partnership between them and with [Name or acronym of the EN organization] to improve the management of the area and to maintain the natural heritage in a good state of conservation.

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

[Specify briefly the Organisation's missions, its objectives, competences...]

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

**Witnessed by the signing of this agreement, the parties agree as follows:**

Through this land stewardship agreement, [Name or acronym of the LS organization] undertakes to use and manage the area described in compliance with the objectives and restrictions listed below, and to allow monitoring by the public body in charge (if applicable).

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

The hereinabove designated site management objectives are to promote the knowledge and preservation of the natural heritage, and more generally, the ecological enhancement of designated areas. It also aims to support the landowners' sustainable practices targeted to preserve remarkable natural habitats.

(add other specifications if applicable)

This agreement's purpose is to define commitments for the landowner and for the [LS organisation's denomination], as well as for the collaboration of both parties to:

- improve knowledge of the property's natural heritage,
- manage and protect it in accordance with the local Ecological Network (if available)
- exploit every possible EU measure (RDP/CAP) consistent with the objectives.

**Article 2: Details of the Partnership**

The [LS organisation name or acronym] writes management instructions including an ecological diagnosis, main conservation issues for the natural heritage, and management's choices. Additionally, it sets forth actions to implement, maintain and improve the site's quality.

The [LS organisation name or acronym] commits to set up fauna and flora monitoring to control the site and species' evolution and to assess the effect of implemented measures on habitats and species. Depending on the results, the [EN organisation name or acronym] may propose adapted management options to the landowner. The landowner remains in charge of the decisions to be taken.

The [LS organisation name or acronym] binds itself to write an activity report once a year, at the end of the year, and to transmit such report to the [EN organisation name or acronym]. In particular, this report will outline the results of the naturalist's monitoring and any field works possibly realised.

[EN organisation name or acronym] offers advices and support to the [LS organisation name or acronym] for the sustainable management of the species and natural habitats present, in order to reach the objectives defined in the management plan and in the annual programme for each action.

The [LS organisation name or acronym] commits itself to support actions implemented by the [EN organisation name or acronym] within the framework of the management instructions indicated as part of this agreement.

By virtue of the Cession of Use contract and of this agreement, the [LS organisation name or acronym] will seek and request public funds, which are needed for the good management of natural habitats, from the RDP or CAP. It will also try to mobilize the equipment and employees necessary for the proper implementation of management actions listed in the management instructions.

In terms of communication and public awareness, the [LS organisation name or acronym] undertakes to propose to the landowner an action programme to inform and raise awareness on the heritage of the site and on the current partnership, on a yearly basis. The main events which could form part of this action programme include:

- [List]
- ...

### **Article 3: Land use restrictions**

With the establishment of this land stewardship agreement the following restrictions are to be observed, 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)

- Maintenance of the wooded area: it is not allowed to reduce the wooded area existing at the time of the signature of the agreement;
- Maintenance of buildings and facilities: it is not allowed to construct new buildings or facilities, such as for a first or second home, or for industrial use, nor any kind of recreational facilities such as swimming pools, tennis courts or other. The maintenance and improvement of existing buildings and facilities is allowed, provided it does not imply an increase in surface or ceiling constructed;

- Industrial uses: it is not allowed to install billboards, energy facilities – such 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;
- Dumping and waste: it is not allowed to dump, store or bury liquid or solid waste of any kind, on the site;
- Changes in topography: it is not allowed to excavate or alter the relief of the estate, nor to undertake mining activities;
- Singular elements: it is not allowed to demolish, cut or change architectural or natural rubble walls, isolated trees, grassy margins or whatever singular elements are present on the estate;
- Flora and fauna: it is not allowed to introduce any species of flora or fauna in the estate without the prior mandatory counselling of the stewardship organisation;
- Access to estate: it is not allowed to define the perimeter of the estate by fencing or other means to prevent access via 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;
- Maintenance of roads: it is not allowed to construct new roads through the site, or to modify existing ones without keeping their current width and without respecting safety and the surrounding vegetation.

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

Each partner is responsible for the proper achievement of its own mission as defined by this agreement.

#### **Article 5: Expenses & Payments**

a) Relates to LS organization:

- 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.

b) Correspond to the [EN organisation name or acronym]:

- Costs arising from monitoring the agreement and advising the landowner, including the remuneration of personnel, subsistence and travel expenses.



### **Article 6: Duration of the agreement**

The actual agreement is signed for a duration of ten (10) years from the last Party's signature. It is renewable by tacit agreement for periods of the same duration. The party wanting to withdraw from the agreement shall give written notice to the other party, at least three months prior to the next expiry. These arrangements may also be terminated by the parties by mutual agreement at any time.

### **Article 7: 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 are obliged to 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, together with legal interests due.

### **Article 8: Conflict Resolution**

The Agreement shall be interpreted in accordance with the Maltese legislation framework. It is the intention of the parties to this Agreement that the performance under this Agreement, and all suits and proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any forum, by the laws of the Republic of Malta.

In the event of any dispute between the parties during the implementation of this agreement, the landowner, the Land stewardship organisation and the [EN organisation name or acronym] agree to reach an amicable settlement in good faith.

In the event that such attempt is unsuccessful or in the event of any dispute relating to the validity, interpretation, applicability of this Agreement, the parties agree to resort to the competent authorities of the Malta Arbitration Centre in accordance with the provisions of the Arbitration Act (Chapter 387 of the Laws of Malta).

In the event that the possibility of reaching an amicable settlement fails, any of the parties may proceed to institute proceedings in the Maltese Courts..

Land Stewardship Agreement model for Maltese pilot areas

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

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

For the Landowner authority

[Name of the organization]

Mr/Mrs [Name and Surname]

Signature

For the Land Stewardship organization

[Name of the organization]

Mr/Mrs [Name and Surname]

Signature

For the organization responsible of the Ecological Network

[Name of the organization]

Mr/Mrs [Name and Surname]

Signature

