

MEMORANDUM OF UNDERSTANDING

between

World Resources Institute and Wildlife Habitat Council

August 25, 2008

This Memorandum of Understanding ("MOU") outlines the scope and nature of a cooperative relationship between the World Resources Institute and the Wildlife Habitat Council. This cooperative relationship is referred to herein as the "Partnership" or the "MOU".

BACKGROUND ON THE PARTIES

The World Resources Institute ("WRI") is a non-profit environmental think tank that goes beyond research to create practical ways to protect the Earth and improve people's lives, with offices at 10 G Street, NE, Suite 800, Washington, DC, United States.

Since 1988, the Wildlife Habitat Council ("WHC") has been working with corporations to improve their land management for the benefit of nature. Through its 100+ corporate members and 30 conservation members, WHC has enabled more than 1,500 voluntary conservation initiatives on private lands. WHC has offices at 8737 Colesville Road, Suite 800, Silver Spring, MD, United States and seven field offices across the United States.

WRI and WHC are individually referred to herein as a "Party" and collectively as the "Parties".

COMMITMENTS

The Parties agree to the following:

1. TERMS

This MOU is effective until December 31, 2012 or until replaced by a superseding agreement.

2. PURPOSE

WRI and WHC will collaborate to develop a process to facilitate embedding ecosystem service-based thinking into existing WHC programs, such as models, trainings, or demonstration sites. The Council's *Wildlife at Work*SM and *Corporate Lands for Learning*SM (CLL) programs focus on involving company employees, community members, conservation organizations, and government agencies in the long-term, active management of private or public land to improve wildlife habitat and raise environmental awareness. The collaboration will aim to have at least 5 WHC members implement ecosystem service-based strategies that are incorporated into WHC programs on their lands by 2012.

Wildlife at Work focuses on voluntary habitat enhancements on corporate or other lands. Programs may become certified if they meet certain criteria that are above and beyond regulatory requirements. This certification program includes an awards program that recognizes outstanding achievements.

This certification program is complemented by CLL, which helps corporations develop educational programs with their communities and provides recognition for sites that sponsor these activities. The goal of CLL is to maximize the use of human and natural resources on corporate sites. This program meets the educational needs of local learners such as Girl Scouts and Boy Scouts, K-12 students, independent college research students and amateur naturalists.

In order to embed ecosystem service-thinking into these efforts, several activities will be undertaken. They are:

Form a WHC Ecosystem Services Working Group to guide the development of the Partnership. Interested members will be invited to 'road test' the to-be-designed methodology and criteria for integrating ecosystem services considerations on their lands. In addition, they will serve on a steering committee for the planned June, 2009 ecosystem services and corporate lands conference, described below. A membership fee or sponsorship will be discussed with the committee as a potential funding mechanism for the working group's administration and management.

Provide ecosystem services training for WHC members that includes sessions on ecosystem service concepts, markets, value creation, and policies where WRI and other ecosystem services experts share "on-the-ground" approaches and lessons learned. Where appropriate, these will be held as part of WHC's current programs and conferences. They will serve to:

- Educate WHC members on the benefits of ecosystem services-based thinking and how they relate to WHC programs
- Motivate WHC members to take action on their lands and across the corporation
- Encourage WHC members to expand the existing certification program through additional opportunities, and explore the integration of ecosystem services-based strategies in their operations and corporate sustainability strategies.

Expand WHC certification options to include ecosystem services-based thinking. The *Wildlife at Work* program is currently focused entirely on habitat. Ecosystem service components will either be built into this scheme as an additional level of certification, or an additional set of standards will be created. This will be developed by:

- 1) Reviewing WHC's existing criteria;
- 2) Translating the ecosystem services framework into guidelines and a certification scheme;
- 3) Implementing the guidelines and criteria on at least five sites;
- 4) Publishing guidelines and criteria for integrating ecosystem services into land management practices and sustainability strategies; and
- 5) Promoting the certification opportunity broadly to WHC members.

Develop ecosystem service-specific community engagement materials for CLL in order to gain additional value from these efforts. This three-phase effort will include:

- 1) Developing educational materials customized for select CLL sites in collaboration with scientists, school teachers, employees, Boy and Girl Scouts and other environmental organizations that connect a site's program to the ecosystem services concept;
- 2) Designing an approach strategy to integrate the materials into existing school curricula, Boy and Girl Scout merit programs, or internal corporate communications, among other efforts; and
- 3) Testing and adapting material and standards through pilots.

In addition, the Parties may undertake special ecosystem services-related projects as they arise. This could include conducting ecosystem service risk and opportunity assessments for individual companies, developing new tools and methodologies, participating in ecosystem service markets, or working collaboratively on state or federal policy issues.

The Parties will discuss and agree upon refining these and exploring other opportunities as they arise.

3. Activities and roles

The key activities and roles of each Party include:

a. WRI

- Help identify additional members for participation
- Encourage corporations to participate in the Partnership
- Provide support and access to a range of ecosystem services experts for participation
- Provide advice and insights regarding ecosystems, ecosystem services, impacts on local communities, policies, markets and political conditions, or other factors relevant to *Wildlife at Work* and *CLL* programs
- Help identify new project opportunities for the partnership
- Jointly work with WHC on select pilot sites
- Introduce and recommend WHC to potential sources of funding that would jointly support WRI and WHC activities covered by the MOU
- Pursue other activities as agreed by the Parties.

All of these activities are conditional upon sufficient funding being available to WRI to pay for staff time, travel, and related expenses. Funds for the partnership project will be raised by the Parties and WRI will not be solely responsible for them.

b. WHC

- Manage members and their participation
- Encourage WHC members to participate
- Help identify potential opportunities for creating markets and other forms of incentives that sustain healthy ecosystems
- Jointly work with WRI on select pilot sites
- Introduce and recommend WRI to potential sources of funding that would jointly support WRI and WHC activities covered by the MOU
- Help identify new project opportunities for the partnership
- Pursue other activities as agreed by the Parties.

All of these activities are conditional upon sufficient funding being available to WHC to pay for staff time, travel, and related expenses. Funds for the partnership project will be raised by the Parties and WHC will not be solely responsible for them.

4. CONTACTS

The primary or first points of contact will be:

- John Finisdore (WRI)
- Marcia Maslonek (WHC)

5. COMMUNICATIONS

With regard to any external written communications relating to the Purpose covered by this MOU, the Parties shall recognize the collaborative effort between WRI and WHC. External communications include: Press releases, bulletins, newsletters, communiqués, websites, annual reports, brochures, programs and other significant external communication materials.

The Parties are free to make publicly available and distribute publications that may result from the activities covered by this MOU, subject to the conditions of the Confidentiality clause.

The Parties will not use each others' logos without prior written permission.

6. DISPUTE RESOLUTION

Any controversy, claim or dispute between the Parties arising out of or related to this MOU shall be referred, in the first instance, for amicable settlement by senior managers or equivalent officers of the Parties. Any dispute not resolved in this manner shall then be referred to the Presidents or Chief Executive Officers of WRI and WHC for resolution. The Parties acknowledge and agree that failing any resolution within twenty-one (21) days after referral to Executive Management (or such longer period as the Parties may mutually agree in writing) either Party may submit the claim or dispute to a mutually agreed upon third party arbitrator for binding arbitration. Arbitration shall be the final method to resolve any dispute arising out of or related to this Agreement.

7. TERMINATION

A Party may terminate this MOU by providing the other Parties written notice of its rationale for termination. Termination shall become effective thirty (30) days after receipt by the other Party.

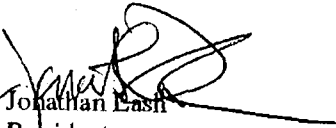
8. CONFIDENTIALITY

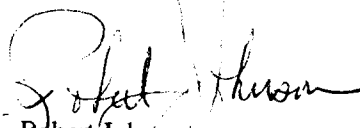
The Parties agree to maintain as confidential any proprietary business information identified as "confidential" by the disclosing Party or other information not in the public domain that is furnished by one Party to the other. No such information shall be disclosed or discussed with third parties without prior written consent of the relevant disclosing Party, except where required by law.

Any subsidiaries, agents, vendors, or consultants to the Parties or any other such parties used in connection with this collaboration, will be required to comply with this confidentiality provision and will be required to inform the Parties if they have reason to believe or are aware that one of the Parties is not complying with this provision.

9. SIGNATURE AND AGREEMENT

Each Party represents that it has caused this MOU to be executed on its behalf as of the date written below by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.


Jonathan Eash
President
World Resources Institute
Date:


Robert Johnson
President
Wildlife Habitat Council
Date: 9/31/08