

PLANTING PARTNER AGREEMENT

Created by
One Tree Planted

Prepared for
City of Las Vegas



ONETREEPLANTED

Urban Forestry Planting Partner Agreement

This Urban Forestry Planting Partner Agreement (this "Agreement") sets out the terms and conditions for an urban forestry project.

Between:

The Grantor, One Tree Planted, whose registered office is situated at 145 Pine Haven Shores Road #1000D, Shelburne, Vermont, 05482. Registered as a U.S. non-profit 501(c)(3) public charity whose mission is to help with global reforestation.

And:

The recipient and project executor ("Planting Partner"), City of Las Vegas, whose registered office is at
495 South Main Street, Las Vegas, NV 89101

Agreement Terms

Type of Project:	Planting Trees – Urban Forestry (the "Project")
Planting Partner Cost per Tree:	USD \$200
Target Tree Number:	250 trees
Tree Planting Grant:	USD \$50,000
Planting Location:	East Las Vegas single family homes
Planting Country:	United States
Planting Region:	North America
Planting Timeline:	2023-04-22 to 2023-11-30
Agreement Term:	3 years and 9 months from signed agreement
Payment Terms:	According to Payment Schedule

Project Details

In alignment with the 2025 Master Plan to plant 60,000 urban trees on public and private property by 2050, this project will distribute through a "tree-bate" program 250 trees to single-family residences in East Las Vegas. Residents will pay for trees at reduced cost of \$20/tree, which can be opted out upon request.

The City will collaborate with Nevada Plants in the execution of this project, including outreach, education, planting and installation of irrigation for all trees.

Species that may be planted as part of this project include the following, as described in the project proposal: 15-gallons, 1" caliper, 4-6 foot tall trees, including *Chilopsis linearis* – Desert Willow, *Eucalyptus microtheca* – Blue Ghost Gum, *Pistacia x atlantica* - Red Push Pistache, *Havardia mexicana* – Mexican Ebony, *Parkinsonia florida* – Blue Palo Verde, and *Dalbergia sissoo* – Indian Rosewood.

All trees will be consistent with the Urban Forestry goal of the 2050 Master Plan and the Southern Nevada Water Authority and Southern Nevada Regional Planning Coalition regional plant list. All tree planting shall contribute to the desired diversity goal of not more than 5% of any one species, 10% of any one genus or 15% of any one family in the inventory of public trees. All trees shall be planted consistently with the most current edition of the American National Standards Institute, and be of a quality consistent with the most current American Standards for Nursery Stock as approved by the most current American National Standards Institute or the most current edition of Florida Grades and Standards for Nursery Plants regarding canopy composition, trunk caliper and root structure.

Exact species may change based on final planting locations, and will be consistent with the intended impact described in the project proposal.

The City will host one large public community volunteer event the weekend of October 31st - Nevada Day. The 250 trees will be distributed through multiple smaller volunteer events on weekends throughout the course of the project.

In total, this project will engage 100 volunteers in the 1 community tree planting event that engages corporate sponsor(s).

This project will support 25 jobs and create 1 job, and in doing so will create lasting, positive impact for 21,272 people in 3 under-resourced neighborhoods.

Nevada Plants, a subgrantee of the City of Las Vegas, will plant, monitor, and maintain all trees planted under this program. All trees will be installed with B-hyve Smart Hose Watering Timers and 65' of inline drip tubing. Mulch will be applied at the time of planting, and in subsequent monitoring site visits. Nevada Plants will prune trees as needed during monitoring site visits. Residents will be responsible for long-term maintenance of the trees beyond the 3-year project window. Nevada Plants will also collect any fees paid and will be solely responsible for accounting. Nevada Plants will provide all required reporting information to

the City of Las Vegas, to be submitted by City of Las Vegas to One Tree Planted at the agreed upon schedule below.

City of Las Vegas will remain in close communication with One Tree Planted and any potential corporate sponsor(s) regarding the employee engagement event and will provide project details in a prompt manner, when requested.

Payment Terms & Schedule

City of Las Vegas will invoice One Tree Planted in accordance with this section following the successful completion of the Payment Milestones/Deliverables as specified in the Payment Schedule below. Payments will be made to City of Las Vegas in installments per the Payment Schedule below. The amount of the installments will be contingent on receipt of funding from the Project Sponsor(s), and based on approved budgets for the installment period and One Tree Planted's acceptance of the applicable Milestone/Deliverable. City of Las Vegas will reimburse to One Tree Planted any non-consumed advance payments made to it by One Tree Planted in the case that the relevant required Invoicing or Payment Milestones/Deliverables have not been achieved accordingly. One Tree Planted reserves the right to suspend further payments if reports are not submitted by the dates stipulated in this Agreement or if City of Las Vegas fails to respond to feedback and questions from the One Tree Planted project manager within a reasonable timeframe.

Payment Date	Payment Amount	Upon Receipt of Deliverable
	USD \$20,000	Signed Agreement or Signed Amendment (Multi-Year)
2023-08-08	USD \$20,000	Project Update (Compliant to Annex 1)
2023-11-30	USD \$10,000	Final Report & Completion of Planting Target Number of Trees (Compliant to Annex 1)

The amount is to be paid within 60 days from receipt of an undisputed invoice via bank transfer to:

Account Name: City of Las Vegas, Treasurer Concentration

Account Number: 501010967849

Bank: Bank of America

Branch: n/a

Address: 300 S 4th St, Las Vegas NV 89101-6014

SWIFT Code / ABA: 122400724

Reporting

City of Las Vegas will provide the following four (4) reports to One Tree Planted throughout the project's duration. For multi-year projects the following four (4) reports will be required for each phase or year of the project.

1. [Project Update](#) – to be submitted at an agreed midway point in the project;
2. [Final Project Report](#) – to be submitted when all planting has been completed;
3. [Monitoring Update, Year 1](#) – to be submitted 12 months after planting was completed.
4. [Monitoring Update, Year 3](#) – to be submitted 36 months after planting was completed.

Information and location-based metrics required on behalf of One Tree Planted are provided in Annex 1. Template reporting forms will be provided and must be used for project reporting. One Tree Planted reserves the right to update the reporting data or format required upon written notice to City of Las Vegas. Information about the geographic extent of projects may be shared on public maps, any personally identifying or sensitive information will be removed first. One Tree Planted may request further updates, such as quarterly updates on the project, site preparation, planting activities, and additional storytelling elements should they be required. The Reports will be the property of One Tree Planted. Planting Partner grants One Tree Planted a licence to use the Reports, free of charge, worldwide and for the period that they are protected by USA and foreign copyright laws and the relevant international conventions, including future extensions to them. By virtue of this licence, One Tree Planted will have the right to use, reproduce, execute, communicate to the public and modify the Reports in any way whatsoever, wholly or partially, on a principal or ancillary basis, for any non-commercial use, worldwide and on any media (Internet, social media, paper, video, CD, DVD, etc.), in the context of funder reporting, publicising and promotion of the Project and its impacts, and support for reforestation.

Projects will be subject to one Site Inspection per year at One Tree Planted's discretion. Primary goals for site visits include and a license is granted to One Tree Planted to: Take pictures, videos, drone footage, to generate additional material that can show the on the ground realities of the tree planting progress and help to tell the story. The imagery is licensed in accordance with the Imagery Release and License attached hereto as **Exhibit 1** and incorporated by reference herein.

City of Las Vegas agrees to share with One Tree Planted any relevant monitoring data from previously agreed upon monitoring protocols and schedules for a period of up to three years after execution of this

Agreement. Such requests for monitoring data will be made on good faith and with the interest of ensuring the health and longevity of City of Las Vegas's tree planting efforts. One Tree Planted will not share with parties other than funding stakeholders or make public this data without City of Las Vegas's consent.

In addition to the standard reports detailed above, City of Las Vegas agrees to provide an [i-Tree Planting](#) report upon project completion that details ecosystem services provided by the trees planted through this project. The report should calculate the benefits of trees at a project lifespan (i.e., "Year for the Project") of 40 years with an estimated 20% tree mortality (i.e., "Tree Mortality over Project Lifetime"). Export those results as a .CSV file and attach to your Final Project Report.

Photos & Testimonial Video

One Tree Planted requires that City of Las Vegas provide high-resolution, geotagged photography from all events/activities pertaining to this contribution agreement. One Tree Planted will provide City of Las Vegas with photography guidelines and a recommended shot list.

One Tree Planted can provide City of Las Vegas with up to USD \$200 for the purpose of hiring a professional photographer. One Tree Planted reserves the right to review City of Las Vegas's choice of photographer prior to payment of the above mentioned funds.

Photos submitted to One Tree Planted will be provided in accordance with the terms of the Imagery Release and License, **Exhibit 1**. Photos submitted to One Tree Planted may be used for any and all purposes as deemed appropriate by One Tree Planted's communications team for the purposes of transparency, storytelling, and documentation, across any media properties including web, digital advertising, email, social media, or print. Such uses may be in connection with the specific urban forestry initiative described herein or in relation to One Tree Planted's overall global work. When photo credit is required it will be stated as "One Tree Planted" however One Tree Planted will also reference City of Las Vegas when highlighting on-the-ground partners that played a vital role in executing the urban forestry project. One Tree Planted also has permission to share media with donors and publishing partners for the purpose of education, publicity, or storytelling around urban forestry initiatives.

In addition to photography, Planting Partner is required to provide one video testimonial, in portrait-style vertical video format, filmed at the planting event. This testimonial should be approximately 30 seconds in length and feature a key spokesperson who is charismatic and knowledgeable about the impact of the project. The following is an example script outline for the testimonial video:

"Hello, I'm (Name and title/role) with (insert planting partner name) and I'm here with [Corporate Sponsor] at (the project site) where we're planting trees for (impact reason, brief description at how these trees will help the local environment and community). Thanks to [Corporate Sponsor] and One Tree Planted for supporting this incredible work, and offering our community (insert personal perspective here about how our funding has been critical to support equity & justice in your city). (Insert a friendly closing statement)."

Marketing

Each party has the right to create press release(s) announcing the Project and the relationship of the parties. Any such press release(s) shall be subject to the prior review and approval of the other party, such consent not to be unreasonably withheld. Both parties also reserve the right to mention each other in any marketing, social media, or communications around the Project and partnership.

If said marketing activity will involve any paid advertising or other form of paid media spend then the parties agree to communicate for approval and content exchange - including logos, photos, videos, and any other relevant content assets - for these purposes. Including partner mentions is not a requirement in any marketing or communications but shall be referenced where either party feels appropriate for optimal visibility and ultimate success of the Project and partnership. For any approvals, press release quotes, or other marketing-related questions please contact marketing@onetreeplanted.org.

Conduct and Good Faith

The parties undertake to always behave towards each other in good faith and to promptly report any difficulties that may occur. This contract is subject to the laws of the State of Nevada.

Subawards

City of Las Vegas shall not subgrant or subcontract any part of its performance under this Agreement without One Tree Planted's written approval. Such approval shall be at One Tree Planted's sole discretion. One Tree Planted approves Nevada Plants as a subgrantee of this Agreement. Any approved subaward must be subject to the same terms and conditions as this Agreement and documented in a written agreement between City of Las Vegas and the subaward recipient. City of Las Vegas shall remain liable for its and its sub-grantees' and subcontractors' (if any) performance under this Agreement.

Representations and Warranties

1. Each party represents and warrants that its product, service or performance in connection with this Agreement shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, regulations governing equal employment opportunity or affirmative action, no child labor, no slave labor, human rights and anti-corruption.
2. Each party represents and warrants that all claims made or furnished by it for its product or service for use in this Project are true and correct and fully substantiated in accordance with applicable federal, state and local laws and regulations.
3. Each party represents and warrants that it has or shall obtain prior to the start of the Project all licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with this Agreement and the conduct of the Project and that such licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for the conduct of the Project and the performance of its obligations hereunder.
4. Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this

Agreement by each party has been duly and validly authorized and approved.

5. City of Las Vegas represents and warrants that it will operate the project and perform its obligations hereunder in compliance with One Tree Planted Partner Policies, as may be added to or amended over time, attached hereto as Exhibit 2 and incorporated by reference herein.

6. City of Las Vegas represents and warrants that it does not currently violate and agrees not to violate in the future any applicable anti-corruption laws within the framework of this Agreement, including but not limited to international anticorruption laws of the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act 2010 (UKBA) and The Export Administration Regulations (EAR) administered by the Bureau of Industry and Security of the US Commerce Department. City of Las Vegas also represents and warrants that neither it nor any of its members have been determined as a "Specially Designated National" or a "Blocked Person" under the U.S. Executive Order 13244 or any other list of the U.S. Department of the Treasury's Office of Foreign Assets Control included in the <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

7. To the extent that City of Las Vegas accesses, processes, transmits, stores or otherwise uses data in the performance of City of Las Vegas's obligations under this Agreement, City of Las Vegas shall comply with the Data Processing and Protection Requirements in Appendix 2, attached hereto and incorporated herein by reference.

Confidentiality

Each party shall keep confidential and not use for its own benefit or the benefit of any third party any confidential business or technical information relating to the other party including, but not limited to, sales information, marketing information and promotion plans discussed or disclosed in the course of performing this Agreement. The terms of this paragraph shall survive the expiration or the termination of this Agreement.

Volunteers

Attached to this Agreement is an Appendix 1 with suggested language for a release and waiver of liability. If there are volunteers from One Tree Planted's corporate sponsor included as part of the performance of the Project City of Las Vegas must supply their liability waiver and photo release form to One Tree Planted, Inc prior to the event date and receive the volunteers' signed waiver and release forms prior to the start of the event. If Planting Partner uses their own release and waiver of liability it must name One Tree Planted, Inc. as a released party.

Indemnification

Each party shall indemnify, defend and hold harmless the other, its directors, officers, employees, agents, and affiliates from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which the other may at any time incur, sustain, or become subject to by reason of any claim or claims:

1. arising from or in connection with the indemnifying party's breach of any warranty or representation or other provision of this Agreement;
2. arising from or in connection with the authorized use of any artwork, logo, trademark, trade name, copyright or other proprietary right of the indemnifying party in connection with the Project;
3. arising from or in connection with claims by third parties based upon any alleged patent, trademark or copyright infringement or unfair competition in connection with the products or services, representations or artwork of the indemnifying party; or
4. arising from or in connection with the use or consumption of the indemnifying party's product or service unless caused by the other.

In consideration of this indemnity, the indemnified party shall: (i) provide the indemnifying party with prompt notice of any actions, causes of action, claims, demands, or other types of claims, loss, liability, loss, fee, judgment, or expense arising hereunder, (ii) permit the indemnifying party to handle all such actions,

complaints, lawsuits, proceedings, causes of action, demands or other types of claims, including the defense and any monetary settlement thereof, and (iii) provide the indemnifying party with any assistance reasonably requested in defense of any such claim, loss, liability, loss, fee, judgment, or expense. This paragraph shall survive the termination of this Agreement.

Tree Claiming Language

Under this Agreement, the Planting Partner confirms that One Tree Planted will be the sole claimant of the trees that will be planted, recognizing that One Tree Planted may count these trees towards regional or global total tree numbers that cannot also be counted by any other major reforestation organizations, government agencies, or corporate donors. In this scenario the Planting Partner will ensure that no other entity includes these tree totals in their annual reporting. The Planting Partner may include the tree totals in your own communications or annual reporting with the clear recognition that One Tree Planted was the funding source in connection with these trees being planted. One Tree Planted is not liable for any potential double-counting that may result in miscommunication or inaccuracy on the part of the Planting Partner or other organizations the Planting Partner has relationships with.

One Tree Planted reserves the exclusive right to claim responsibility for funding of all trees planted in connection with this Agreement.

Limitation of Liability

Under no circumstances will either party be liable to the other party for indirect, incidental, consequential, special or punitive damages or for loss of revenue or anticipated profits or lost business (even if the party has been advised of the possibility of such damages), arising from a breach of this Agreement (collectively "Disclaimed Damages"), provided that each party will remain liable to the other party to the extent any Disclaimed Damages are claimed by a third party and are subject to indemnification pursuant the indemnification section above.

Force Majeure

In the event that either party hereto shall be prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, epidemics, force of nature, or other reasons of a like nature not under the control of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period(s) of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the party delayed in performing promptly gives written notice to the other party of its inability to perform.

Relationship of the Parties

Nothing contained herein shall place the parties in the relationship of partners, joint venturers, principal-agent, or employer-employee and neither party shall have any right to obligate or bind the other in any manner whatsoever.

Assignment

Neither party shall assign this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the other party.

Complete Agreement, Waiver, Invalidity

This Agreement, including any Schedules and Exhibits which are attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties, superseding any and all prior oral or written communications, with respect to the subject matter and the terms hereof, and may be altered, modified or changed only by a writing signed by the parties. No usage of trade or course of dealing between or among any persons having an interest in this Agreement will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any party hereunder. No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default of the performance of any of the same or other obligations hereunder. Failure on the part of any party to complain of any act or failure of any party to act or to declare any party in default irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder and no waiver hereunder shall be effective unless it is in writing and executed by the party waiving the breach or default hereunder. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall not affect the remainder of this Agreement, which shall stand as if such invalid provision, or invalid portion thereof, had not been a part hereof.

Termination

Any party shall have the right to terminate this Agreement at any time upon 30 days' written notice to the other party. If this Agreement is terminated pursuant to the foregoing, City of Las Vegas agrees to immediately refund any portion of the grant that has not been spent on out-of-pocket costs and expenses incurred in accordance with this Agreement upon such termination to One Tree Planted.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute an entire agreement. This Agreement may be executed by facsimile or electronic signature. Any signature delivered by facsimile or pdf electronic copy will be treated as an original.

Urban Forestry Planting Partner Agreement

One Tree Planted & City of Las Vegas

In Witness whereof, the parties acknowledge that they have read this agreement, fully understand it, freely and voluntarily agree to each of its provisions.

Signed by:

Signed by:

City of Las Vegas

One Tree Planted Inc.

Bill Toomey

Print Name

Print Name

Chief Technical Officer

Title

Title

Date

Date

Signed by subgrantee:

Alicia Ortega

Nevada Plants

Alicia Ortega

Print Name

Executive Director

Title

06 / 06 / 2023

Date

APPROVED AS TO FORM:

Timothy G. Geswein

Timothy G. Geswein
Deputy City Attorney

June 6, 2023

Date

Annex 1: Reporting

1. Project Proposal:

- Project description, timeline, and objectives
- Location
- Number of trees to be planted
- Tree species
- Planting season
- Planting start and end dates
- Project impacts
- Specifics on tree maintenance and monitoring
- Connection to environmental justice & tree equity
- Tree cost breakdown and project budget
- Image(s) of project site, including images that contain geotagged GPS data
- Photos of previous successful projects
- KML Polygon(s) of planting area(s)

2. Project Update: *To be provided before releasing 2nd payment. If multi-year projects, Project Updates will need to be provided for each year planting occurs and update will need to be provided before releasing 2nd payment of that year.*

- Tasks completed to date, including text descriptions and documentation
- Status of tasks to be completed, including detailed descriptions of any upcoming events
- Google Earth KML polygon for each planting location that shows the specific area that will be planted as part of this project
- Geotagged (GPS data) photos of completed tasks, planting site, etc.
- Information on tree source(s) used for the project

3. Final Project Report: *To be provided before releasing 3rd payment. If multi-year projects, Project Reports will need to be provided for each year for the duration of the project and report will need to be provided before releasing 3rd payment of that year.*

- Specific planting location(s)
- Number of trees planted
- Tree species planted, including scientific name, stock type and size, and other details.
- Planting start and end dates
- Specific polygon(s) (as KML) of planting site(s), that show specific planting area(s) at each site.
- Details of project impacts
- Number of adult & youth volunteers engaged & hours volunteered
- Number of jobs supported
- Number of people impacted by the project, and justification.
- United Nations Sustainable Goals supported
- Under-resourced neighborhoods supported
- People Educated
- i-Tree Planting ecosystem services report (required for all projects based in United States)
- Quote for our corporate sponsor(s) on the impact of this project.
- Communications reach from social media or traditional media during the course of the project
- Project Highlight
- Feedback on how we can improve
- Challenges/barriers during project
- Geotagged Image(s) of tree planting. There is a minimum of 10 photographs required for all projects.

4. Monitoring Update: *To be provided at agreed upon intervals, as defined in the Reporting section of this Agreement.*

- Description of monitoring activities over previous 12 months
- Description of maintenance activities over previous 12 months
- Description of local community engagement in monitoring & maintenance
- Tree survival rate (%) & description
- Method used to track tree survival
- Main cause of tree mortality
- Challenges/successes regarding monitoring & maintenance
- Any relevant monitoring & maintenance data or maps
- Geotagged Image(s) of tree growth. There is a minimum of 10 photographs required for all projects

Appendix 1

Release and Waiver of Liability

This Release and Waiver of Liability, executed on {Month-Day-Year} by {Volunteer} releases {Planting Partner}, One Tree Planted, Inc. and each of its directors, officers, employees, sub-contractors, sponsors, agents, and affiliates from all present and future claims that may be made by Volunteer, their family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of Volunteer's participation.

Volunteer understands that the scope of Volunteer's relationship with {Planting Partner} is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that {Planting Partner} will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for their own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to {Planting Partner}.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless {Planting Partner} and One Tree Planted, Inc. and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may arise from the services I provide to {Planting Partner}. I understand and acknowledge that this Release discharges {Planting Partner} and One Tree Planted, Inc. from any liability or claim that I may have against {Planting Partner} or One Tree Planted, Inc. with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to {Planting Partner} or occurring while I am providing volunteer services.
2. Insurance: I understand that {Planting Partner} and One Tree Planted, Inc. does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of {Planting Partner} and/or One Tree Planted, Inc. beyond what may be offered freely by {Planting Partner} in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby release and forever discharge {Planting Partner} and One Tree Planted, Inc. from any claim whatsoever that arises or may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with {Planting Partner}.
4. Assumption of Risk: I understand that the services I provide to {Planting Partner} may include activities that may be hazardous to me. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and release {Planting Partner} and One Tree Planted, Inc. from all liability.
5. Photographic Release: I grant and convey to {Planting Partner} and One Tree Planted, Inc. all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by {Planting Partner} and/or One Tree Planted, Inc. in connection with my providing volunteer services to {Planting Partner}.
6. As a volunteer, I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of {State}. I agree that in the event any clause or provision of this Release is deemed invalid, the enforceability or the remaining provisions shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Name of Volunteer

Signature (or parent/guardian if under 18)

Date

Appendix 2- Data Processing and Protection Requirements

To the extent that Planting Partner accesses, processes, transmits, stores or otherwise uses data in the performance of Planting Partner's obligations under this Agreement, Planting Partner shall comply with the following:

1. Compliance with Laws and Regulations: Planting Partner agrees to comply with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA) and all other applicable state, federal, and international data protection and privacy laws, in connection with the provision of services under this Agreement.
2. Privacy and Security: Planting Partner will implement and maintain appropriate technical and organizational measures to protect personal data processed in connection with the services against accidental or unauthorized destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed
3. Data Protection Officer: The Planting Partner will appoint a data protection officer (DPO) responsible for monitoring compliance with the GDPR and other data protection laws and regulations. The DPO will be available to One Tree Planted for any queries regarding data protection issues.
4. Data Processing Agreement: Planting Partner will enter into a written data processing agreement with One Tree Planted, in accordance with Article 28 of the GDPR, that includes the following minimum terms:
 1. Description of the types of personal data and categories of data subjects
 2. Purpose and duration of the processing
 3. Obligations and rights of the controller
 4. Technical and organizational measures for data protection
5. Sub-Processors: Planting Partner shall not engage any sub-processor without the prior written consent of One Tree Planted. Where One Tree Planted consents to the engagement of a sub-processor, the sub-processor shall be subject to data protection obligations at least as onerous as those imposed on the Planting Partner under this Agreement.
6. Security Incident: Planting Partner shall notify One Tree Planted without undue delay and in any event not later than 72 hours after becoming aware of a personal data breach. Service Provider shall provide One Tree Planted with the contact details of its DPO.
7. Audits and Certifications: Planting Partner shall make available to One Tree Planted all information necessary to demonstrate compliance with the obligations laid down in this Agreement and shall allow for and contribute to audits, including inspections, conducted by One Tree Planted.

Exhibit 1 - Imagery Release and License

Thank you for your partnership on the Nevada 2023 - East Las Vegas Tree-Bate Program project and for agreeing to allow us to use your submitted photos/video footage (the "Imagery") in One Tree Planted storytelling, documentation and related promotional materials (including, without limitation, various trailers, pre-roll units, companion banners, highlight reels and still imagery on the One Tree Planted websites) focused on advancing our mission of reforestation (collectively, the "Materials"). This Release and License shall confirm that you hereby grant to One Tree Planted, Inc. ("OTP") and One Tree Planted, Inc.'s respective agencies and others working for them or on their behalf, and their respective licensees, successors, and assigns (collectively, the "Permitted Parties"), the right and permission (but not the obligation) to use the Imagery, edited or altered as the Permitted Parties so choose and combined with any other materials the Permitted Parties so choose, in the Materials. In addition, you agree that the Permitted Parties may distribute, publish, exhibit, digitize, broadcast, display, reproduce, edit, alter, and otherwise exploit the Materials (including the Imagery) in accordance with the following:

Materials:

For use in One Tree Planted promotional, marketing and educational films; inclusive of all foreign language versions, edits, lifts, and cutdowns as may be necessary for various media platform deliverables;

Media:

All forms now known or hereafter discovered including but not limited to:

*Broadcast

*Email

*Internet/digital, New and Social Media - paid and unpaid; including but not limited to third-party apps and websites

*Industrial (eg: Corporate Use/Industry PR/Closed Circuit venues);

*Stills pulled from the Materials for use in media including print;

*Awards shows, case studies and One Tree Planted owned and operated channels, Public Relations - may share with press outlets insomuch as the context is tied specifically to One Tree Planted's mission.

Territory:

Global

Term:

In Perpetuity - Royalty-free/Non-paid.

Non exclusive; and for the purposes of funder reporting, scientific advancement, education and promoting One Tree Planted's mission of reforestation and education regarding the importance of trees.

You hereby represent and warrant that: (1) you own all right, title and interest in the Imagery or are otherwise a legally authorized person to administer all permissions contained herein; (2) you have the full right and authority to grant the right(s) granted herein; (3) you have duly executed all photographic waivers

and releases required from any and all individuals portrayed in the Imagery; and (3) the use of the Imagery in accordance with this agreement will not infringe upon any copyright or right of ownership or any other rights of third parties. Accordingly, you hereby agree to indemnify and hold harmless the Permitted Parties from and against any and all claims, damages, costs and expenses arising from or related to any claimed breach by you of any of your agreements, representations or warranties hereunder.

You agree that you shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon copyright, trademark, invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form of the Imagery in the Materials. You waive any and all moral rights in and to the use by Permitted Parties of the Materials, as such rights may presently or in the future exist by legislative enactment or otherwise at law or in equity. In no event shall you be entitled for any reason whatsoever to enjoin, restrain or interfere with the distribution and/or exhibition and/or exploitation of the Materials.

You also agree that this agreement shall be governed by the laws of the State of Nevada without regard to its choice of law provisions.

Thank you again for your efforts in support of our mutual mission. Please sign below where indicated to reflect your agreement.

Organization

APPROVED AS TO FORM:


 June 6, 2023
Timothy J. Geswein Date
Deputy City Attorney

Exhibit 2
One Tree Planted Partner Policies

[Faint, illegible text]

One Tree Planted Partner Policies

FRAUD AND CORRUPTION PREVENTION POLICY

Purpose: One Tree Planted condemns corruption as one of the key drivers of poverty, environmental degradation and bad governance. One Tree Planted does not tolerate fraud and corruption and is committed to the management of the risk of fraud and corruption in its activities.

Objectives: To define fraudulent and corrupt activities and increase awareness, detection and prevention.

Scope: This policy applies to all One Tree Planted staff members at all One Tree Planted workplaces and One Tree Planted's Partner offices, including One Tree Planted offices internationally, subsequent sub-contractors, grantees or representatives of One Tree Planted.

POLICY

- One Tree Planted requires Board members, staff, partners, and interns to comply with its zero-tolerance principle by at all times complying with all policies and procedures adopted to prevent fraud and corruption in the organisation.
-
- Where there is evidence or the possibility of fraudulent or corrupt activities, One Tree Planted will deal with them in a firm and controlled manner.
-
- One Tree Planted seeks at all times to deal with its Board members, staff, volunteers, interns, partners, supporters and suppliers with honesty and integrity. One Tree Planted expects these individuals to treat it, and each other, the same way.
-
- Behaviour that does not meet the required standards is not acceptable. Where such behaviour is suspected it will be investigated and, where proven, legal and /or disciplinary action will be taken as applicable.
-
- All One Tree Planted staff members are required to ensure that appropriate measures are in place to prevent, deter, detect and communicate potential fraud and corruption.
-
- Proven fraudulent or corrupt activity by a staff member will be treated as gross misconduct and appropriate disciplinary action will be taken, up to and including termination of employment. Whether a staff member or a person external to One Tree Planted commits the fraud, One Tree Planted may also initiate civil action to recover losses.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/06/2021.

POLICY ON COUNTER-TERRORISM & PREVENTION OF CRIMINAL MISUSE OF FUNDS

Approved by the One Tree Planted, Inc. Board of Directors on 12/06/2021

Purpose: This policy articulates One Tree Planted's commitment to avoid directly and indirectly being involved in or supporting terrorist activities, money laundering or other criminal misuse of funds.

Background: For the purposes of this policy, a "terrorist act" is any violent act, or a threat to commit such an act, that is done with the intention to coerce or influence a civilian population or government through intimidation.

For the purposes of this policy, "criminal misuse of funds" includes money laundering activities, the commission of underlying predicate crimes and all other unlawful uses or receipt of resources.

As a non-profit organisation operating in United States and overseas, there is a risk of One Tree Planted funds being misused by individuals or other organisations to finance and support terrorist activity or violent extremism or to be misused by other criminals or criminal organisations to launder money to legitimise proceeds from committing crimes (referred to as 'predicate crimes'). This risk of being misused increases if One Tree Planted is not able to provide direct oversight of projects and programs.

A Policy on Counter-Terrorism & Prevention of Criminal Misuse of Funds is necessary to ensure that One Tree Planted and the financial resources entrusted to it are not being used, directly or indirectly, to support terrorist or other criminal activities and to provide clear guidance on what to do if terrorist or other criminal activity is suspected.

The United States Government has extensive legislation around counter-terrorism and national security. National and international funding bodies impose strict obligations on funding recipients to ensure funds do not support terrorist activities. Terrorism is against the law, against the US's national interests and undermines sustainable development. Under US law, it is also an offence to knowingly receive, possess, conceal, dispose of, import, export or engage in a banking transaction relating to, the proceeds or an instrument of crime. Money laundering is also against the law, against the US's national interests and undermines sustainable development.

One Tree Planted makes all reasonable efforts to ensure that its projects and programs are conducted in accordance with these laws and obligations and that funds are not being directed to terrorist activities, money laundering or other criminal misuse of funds.

POLICY

To exercise diligence in relation to counter-terrorism and criminal misuse of funds, One Tree Planted will:

- Confirm the identity, credentials and good standing of the people or organizations that it directly assists, through which it funds activities, and from whom it receives funding.
- Ensure that the people or organizations that it directly assists and through which it funds activities are aware of and are obliged to comply with relevant US laws and this policy, and that they in turn are obliged to ensure that their distribution of the funds or support is made on the same basis.
- Check that the people or organizations that it directly assists, through which it funds activities, and from whom it receives funding are not on the following lists:
 - <https://www.state.gov/terrorist-exclusion-list/>
 -

OFAC Sanctions check: <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>

- Recognizing that organizations not included in these lists can still be considered “terrorist organizations” or may be otherwise involved in criminal misuse of funds, One Tree Planted will not accept funding or resources from, nor provide funds or make assets available to, any organization or individual it suspects as being a terrorist organization, having links with a terrorist organization or otherwise involved in criminal misuse of funds.
- To report suspected terrorism-related or criminal links or activity, One Tree Planted will:
 - Notify the Federal Bureau of Investigation through: <https://tips.fbi.gov> .
- To demonstrate all reasonable efforts to ensure funds are not being directed to terrorist or other criminal activities, One Tree Planted will:
 - Develop and maintain records of project and program budgets that account for all expenses;
 - Develop and maintain records of gifts, donations and other resources received;
 - Produce annual financial statements that provide detailed breakdowns of incomes and expenditures; and
 - Have an annual audit of One Tree Planted undertaken by an external auditor.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/06/2021.

Grievance Policy

Approved by the One Tree Planted, Inc. Board of Directors on 12/06/2021

Purpose: One Tree Planted is committed to resolving grievances/disputes within One Tree Planted and respecting the rights and responsibilities of One Tree Planted employees regarding the resolution of grievances or disputes.

POLICY:

- A grievance is a situation or condition that a reporting party thinks is unfair, unjust or inequitable.
- Grievances/disputes in the workplace may arise for various reasons including, but not limited to; bullying, harassment or discrimination, grievances between a staff member/volunteer and their Manager/Supervisor or between staff members/volunteers; or issues related to internal One Tree Planted processes. A grievance may also arise in relation to external program work between a staff member/volunteer and a stakeholder, or between a One Tree Planted Partner Organization and other stakeholders. All grievances/disputes are to be dealt with as detailed in this policy.
- One Tree Planted's approach to grievance/dispute resolution is to:
 - Minimize the frequency of disputes;
 - Provide all grievants with the opportunity to present their case;

- Provide clear procedures that allow every party involved in a grievance or dispute the opportunity to present their case; and
- Achieve a resolution that considers the points of view of every party.
- During the resolution of a grievance or dispute work is to continue as normal unless there is an imminent risk to the health and safety of any persons.
- Grievances/disputes will be transmitted without alteration, interference or delay to the party responsible for receiving and investigating it.
- The resolutions of grievances/disputes managed through this policy are to be treated with strict confidentiality and are to be addressed promptly and fairly.
- One Tree Planted requires the active support and cooperation of contractors and other Partner Organizations implementing One Tree Planted funded activities. Contractors and Partner Organizations must meet the terms of the Grievance Policy and are held accountable, through contracts and audits, for complying with it.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/06/2021.

Policy on Environmental and Social Safeguards

Approved by the One Tree Planted, Inc. Board of Directors on 12/06/2021

Purpose: One Tree Planted is committed to helping to ensure the environmental and social soundness and sustainability of funded projects.

POLICY:

- One Tree Planted asserts that due to the unique nature of our work, we are responsible for ensuring the environmental and social soundness and sustainability of the projects that One Tree Planted implements and funds.
- One Tree Planted staff, contractors and Partner Organizations will take appropriate steps to prevent and, where not possible to prevent, at least minimize, or compensate for adverse project impacts and enhance positive impacts through environmental management and planning that includes the proposed mitigation measures, and project monitoring.
- One Tree Planted staff, contractors and Partner Organizations will support integration of environmental and social aspects of projects into the decision making process and the involvement of stakeholders, including project-affected groups and local nongovernmental organizations, as early as possible, in the preparation process, ensuring that their views and concerns are made known to decision makers and taken into account.
- Managers and supervisors will assess and eliminate or mitigate the risk to environmental and social soundness and sustainability associated with the delivery of all programs, projects and activities.
- One Tree Planted requires the active support and cooperation of contractors and other Partner Organizations implementing One Tree Planted funded activities. Contractors and Partner Organizations

must meet the terms of the Environmental and Social Safeguards Policy and are held accountable, through contracts and audits, for complying with it.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on December 6, 2021.

Policy on Human Rights, Vulnerable Populations, Forced Labor and Equal Opportunity

Approved by the One Tree Planted, Inc. Board of Directors on 12/06/2021

Purpose: One Tree Planted is committed to respecting and promoting human rights in its reforestation work and in alignment with the United Nations' Universal Declaration of Human Rights, maintaining best practice principles and processes relating to human rights and the prevention of forced labor practices, including child labor practices. One Tree Planted is committed to protecting the rights of youth, persons with disabilities, the elderly, indigenous populations and recognizes these persons and populations as social groups often excluded or marginalized in project development processes and implementation ("Vulnerable Populations"). One Tree Planted is also committed to opposing the use of forced labor by any person and ensuring equal opportunities in employment relationships by all persons.

POLICY:

- One Tree Planted asserts that due to the unique nature of our work, we are responsible for keeping ourselves and others safe across a large span of activities around the world. This includes ensuring that our workplace, wherever located, respects the human rights of all impacted persons in alignment with the United Nations' Universal Declaration of Human Rights and remains free from violence and coercion, as well as from abuse.
- One Tree Planted staff, contractors and Partner Organizations will take appropriate safety precautions when working with or around youth, persons with disabilities and the elderly, and will not utilize or allow the use of forced labor by any person. Staff are committed to knowing and complying with safety rules and precautions, as well as One Tree Planted policies.
- One Tree Planted staff, contractors and Partner Organizations will take appropriate steps to ensure that no one shall be subject to any discrimination in any aspect of their employment relationship on the basis of gender, pregnancy or maternity, transgender status, sexual orientation, religion or belief, marital status, civil partnership status, age, race, colour, nationality, social origins, national or ethnic origins, physical or mental disability, medical condition, family care, socioeconomic status, political opinion, union affiliation, or any other protected characteristics under the applicable law.
- One Tree Planted staff will speak up if they ever feel unsafe or have concerns that someone else might be unsafe or acting under coercion and will take appropriate steps to prevent harm.
- Managers and supervisors will assess and eliminate or mitigate the risk of abuse or harm to Vulnerable Populations associated with the delivery of all programs, projects and activities.

- One Tree Planted requires the active support and cooperation of contractors and other Partner Organizations implementing One Tree Planted funded activities. Contractors and Partner Organizations must meet the terms of the Human Rights, Vulnerable Populations and Forced Labor Policy and are held accountable, through contracts and audits, for complying with it.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/06/2021. *Last revised on 1/25/2022.*

Policy on Child Protection

Approved by the One Tree Planted, Inc. Board of Directors on 12/6/2021

Purpose: One Tree Planted is committed to protecting the rights of children and recognizes children as a social group often excluded or marginalized in project development processes and implementation.

Background: Children are endowed with the same inalienable rights as adults. Due to their increased vulnerability to exploitation and abuse, children also have the right to additional, special protections. One Tree Planted's first priority is to manage the risks of any inadvertent infringement of children's rights, particularly the right to be protected from all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse, as defined in the UN Convention on the Rights of the Child. Our approach to managing these risks is outlined in One Tree Planted's Child Protection Policy.

One Tree Planted also recognizes the rights of children to express their views freely in all matters affecting their lives. In the context of our reforestation work, we seek opportunities to safely and meaningfully facilitate the participation of children and , where appropriate, incorporate their perspectives into the design and implementation of activities.

POLICY:

- One Tree Planted will not permit any personnel to work with children if they pose an unacceptable risk to children's safety or well-being.
- Managers and supervisors will assess and eliminate or mitigate the risk of child abuse associated with the delivery of all programs, projects and activities. One Tree Planted requires its Partner Organizations, including One Tree Planted offices internationally, subsequent sub-contractors, grantees or representatives of One Tree Planted to similarly assess and manage these risks.
- In the event that a project or activity is determined as directly "working with children" (i.e. an activity where contact with children would reasonably be expected as a normal part of the activity, as opposed to incidental contact), a full child protection risk assessment must be conducted (see Annex 1).
- One Tree Planted personnel, partners and contractors taking photographs or capturing video footage will obtain the informed consent of any children and/or their guardians (see Annex 3). All images should present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be reasonably seen as sexually suggestive.

- One Tree Planted will not fund, or provide other forms of support, to any individual or organization that plans to work with children, unless they meet One Tree Planted's child protection compliance standards in their operations and activities.
- Managers and supervisors will not knowingly engage, directly or indirectly, anyone who poses an unacceptable risk to children, nor will One Tree Planted fund any individual or organization that does not meet One Tree Planted's child protection compliance standards in their operations and activities.
- One Tree Planted requires the active support and cooperation of contractors and other Partner Organizations implementing One Tree Planted funded activities. Contractors and Partner Organizations must meet the terms of the Child Protection Policy and are held accountable, through contracts and audits, for complying with it.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/6/2021.

Policy Implementation

(Provided as an example Implementation - Planting Partner may develop its own implementing procedures. Annex forms in this Policy are not required to be signed and submitted with the Agreement.)

Responsibilities under the Policy:

Executive management are responsible for:

- Ensuring that One Tree Planted and all staff members, volunteers and contractors comply with all relevant legislation and One Tree Planted policies (including this one);
- Ensuring that all Partner Organizations and their board members, staff, volunteers and contractors implementing activities funded by, or through, One Tree Planted comply with all relevant legislation and One Tree Planted policies (including this one)

Operations Leadership is responsible for:

- Assisting managers with the construction of appropriate training and development programs, designed to aid compliance with this policy;
- Providing managers and other staff with support and assistance during any complaint or dismissal process;
- Managing the recruitment and selection process for all employees, interns and volunteers in accordance with recruitment and this policies;
- Ensuring selection process of include relevant screening processes, including behavioural based interview questions to provide additional information about the applicant;s suitability to work with children, as applicable to the anticipated scope of work;
- Arranging and maintaining records of criminal record checks;
- Ensure all reports of child abuse or exploitation are: acted on immediately, re treated as strictly confidential, are managed according to procedural fairness principles in accordance with this policy, and immediately reeport to appropriate Child Protection Services any cases wheree suspiciaons or allegations of chid abuse or exploitation may involve One Tree Planted funding.

Managers and Supervisors are responsible for:

- Ensuring that they comply with all relevant legislation and One Tree Planted policies;
- Ensuring all One Tree Planted activities that involve children are safe and without unacceptable risks for children;
- Recognizing and taking appropriate action to either report on or eliminate activities that pose an unacceptable risk to children;
- Communicating this Policy to all Partner Organizations, and ensuring that Partner Organizations communicate this Policy to their board members, staff, volunteers and contractors implementing activities funded by or through One Tree Planted;
- Approving activities and/or funding only when the requirements of this Policy have been met;
- Providing execs with all information that relates to breaches or potential breaches of this policy.

All staff and volunteers are responsible for:

- Acting in the best interests of the health, safety and welfare of any child encountered during the delivery of One Tree Planted's projects or programs;
- Immediately reporting any concerns relating to child abuse by anyone covered by this policy
- Completing criminal record check forms, as required;
- Complying with the Child Protection Code of Conduct, as required (See Annex 2).

Implementing Procedures:

1. Child-safer recruitment and screening processes, including criminal record checks prior to engagement, targeted interview questions and verbal referee checks are used for all personnel (including volunteers and independent contractors) who are deemed likely to work directly with children.
 1. Sample Language: "*Background Checks. ONLY _____ employees, contractors, or volunteers with valid criminal background checks may directly supervise children or youth participants. No _____ staff or volunteers shall directly supervise participants for any reason without the completion of valid criminal background checks by _____.*"
2. Child protection training is provided and arranged as part of staff induction and whenever otherwise deemed necessary by Operations Leadership.
3. A Child Protection Code of Conduct (see Annex 2) is signed by all staff who may be working with children. All signed Codes of Conduct are retained by HR.
4. Project proposal applications include questions to determine if the project will include working with children.
5. One Tree Planted requires Partner Organizations to similarly provide this commitment to OPT in writing.
6. One Tree Planted undertakes to include a provision in all employment contracts that it has the right to dismiss the staff member or transfer the staff member to other duties if he/she breaches the Child Protection Policy.
7. One Tree Planted requires its implementing Partner Organizations to include a similar provision in all their employment contracts.
8. One Tree Planted has a Child Protection Policy Compliance Regime which includes:
 1. Ensuring all relevant One Tree Planted staff comply with the Policy including assigning the Code of Conduct
 2. Ensuring that employment contracts for all One Tree Planted staff refer to the Policy
 3. Communicating the Policy to One Tree Planted Partner Organizations in writing and requiring their compliances

4. Including reference to the Policy in annual contractual agreements with the implementing Partner Organizations.
 5. Monitoring implementing Partner Organizations' compliance with the Policy during annual project and program monitoring missions.
9. Child protection risks are assessed as part of standard One Tree Planted risk management processes throughout the lifecycle of the activity (design, implementation,, monitoring and evaluation)
10. All activities funded by or through PTP and Partner Organizations and relevant staff, volunteers and contractors will be monitored to ensure they are not in Breach of this Policy. Monitoring will be proportional to the amount of funding and the risk or breach (as a result of the funded activities, organization or skills and experience of board and staff) and will be recorded in the program/project file and signed by the relevant program/project manager.
11. Applying this Policy may be difficult in some situations and sound judgement will be necessary. The Policy cannot provide a specific response for every circumstance. One Tree Planted will apply the spirit and intent of this policy in the conduct of activities.
12. If this Policy does not provide a clear answer on how to comply in a particular circumstance, One Tree Planted will document clearly the decisions made and the reasons behind them and make them available to recipients and donors upon request.

Annex 1

CHILD PROTECTION RISK ASSESSMENT TOOLS

Name: _____

Date: _____

A. CHILD PROTECTION RISK ASSESSMENT CHECKLIST

Please complete the following checklist in response to questions 1 to 6. If, at the end of the checklist, the answer to question #6 is 'No', then proceed to *Section B. Child Protection Scenarios and Guidance* and *Section C. Actions Taken to Eliminate or Mitigate Risks*.

1. Are personnel **involved in the activity** aware of and understand the Policy on Child Protection?

☐ Yes ☐ No If Yes go to #2, if No ensure they have & read Policy then go to #2

2. Will personnel come into contact with children in the course of their work?

☐ Yes ☐ No If Yes go to #3, if No then No further action required

3. Have personnel signed the Child Protection Code of Conduct?

☐ Yes ☐ No If Yes keep on file go to #4, if No then print, sign, witness file and go to #4

4. Is it necessary for them to come into contact with children?

☐ Yes ☐ No If Yes go to #5, if No then remove potential for contact

5. Is there a risk of harm?

☐ Yes ☐ No If Yes go to #6, if No then monitor if the situation changes to "Yes"

6. Can the risk of harm be eliminated?

☐ Yes ☐ No If Yes then eliminate harm, if No then go to Section B

B. CHILD PROTECTION SCENARIOS AND GUIDANCE

If personnel (staff, volunteers, contractors) will have contact with children during One Tree Planted work activities (events, activities, speaking events, donation collecting, fundraising, site visits, community programs etc.), use the following guidance:

1. Personnel may have occasional brief contact in public with children → Ensure that another adult is present when in proximity of children.
2. Unaccompanied children may be present at an activity or event → Invite parents or guardians.
3. One Tree Planted cannot guarantee that parents or guardians of children will be at activity or event → Modify or cancel activity or event.
4. Personnel may have some contact with children in work duties → ensure that another adult is present when in proximity of children or ensure that children are in the presence of family members.
5. Personnel cannot guarantee the reasonable safety of the children in an activity (transport (boat, vehicle, by foot), sport) → Children should not participate in activity or activity should be cancelled.
6. Personnel may have close contact with children in work duties and cannot guarantee the presence of other adults → Police check and screening to be undertaken by management.
7. Personnel may have close contact with children in work duties → a. Never invite unaccompanied children into proximity unless they are at immediate risk of injury or in physical danger. b. Never sleep close to unsupervised children. C. A single adult should not visit or approach a home where unaccompanied children may be present. They must always be accompanied by another adult.

Please send the completed checklist, indicate the relevant scenarios and guidance, document actions taken on the following page and forward all the completed paper work to _____.

C. ACTIONS TAKEN TO ELIMINATE OR MITIGATE RISKS

The actions I have taken to eliminate or significantly mitigate the risk of harm to children in accordance with the above guidelines are:

Annex 2

Child Protection Code of Conduct Child Protection Code of Conduct

I, (name) engaged by
(organisation) agree that while implementing One Tree Planted activities, including One Tree Planted funded planting activities, I will:

- Treat all children with respect
- Not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- Not provide alcohol or drugs to children
- Not engage children in any form of sexual intercourse or sexual activity, including paying for sexual services
- Wherever possible, ensure that another adult is present when working in the proximity of children
- Not invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger
- Refrain from giving gifts to children
- Not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible
- Not use any computers, mobile phones, or video and digital cameras inappropriately, and never to exploit or harass children or to access child pornography or other child abuse/child exploitation material through any medium (see also 'Use of children's images for work-related purposes' below)
- Not physically punish or discipline children (excluding my own children)
- Not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- Comply with all relevant US and local legislation, including labour laws in relation to child labour
- Immediately report concerns or allegations of child abuse in accordance with appropriate procedures.
- Immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during my association with One Tree Planted and/or implementing Partner Organisations that relate to child exploitation and abuse.
- Be aware of behaviour and avoid actions or behaviours that could be perceived by others as child exploitation or abuse.

Signed: Date:

Annex 3

Use of children's images for work-related purposes

When photographing or filming a child for work-related purposes, I must:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain informed consent from the child and/or a parent or guardian of the child. As part of this I must explain how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

I understand that the onus is on me, as a person engaged by, to use common sense and avoid actions or behaviours that could be construed as child abuse.

Signed: Date:

One Tree Planted, Inc. Whistleblower Policy

Approved by the One Tree Planted, Inc. Board of Directors on 12/8/2020

Purpose: The purpose of this Whistleblower Policy (this "Policy") is to protect directors, officers, employees, volunteers, contractors and subrecipients of One Tree Planted, Inc. (the "Corporation") who report suspected improper conduct (each, a "Covered Person") from retaliation and to provide a means for Covered Persons to raise good faith concerns about any action or suspected action taken by or within the Corporation that is or appears to be illegal, fraudulent, dishonest, or in violation of any adopted policy of the Corporation (each, a "Suspected Violation").

Statement of Policy: No Covered Person who in good faith reports any Suspected Violation will suffer intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequences as a result of such report. Examples of Suspected Violations include, but are not limited to, violations of federal, state or local law; violations of corporate policies; and fraudulent or questionable financial practices. The individuals involved in such Suspected Violations may be directors, officers, employees, volunteers, auditors, vendors or other third parties.

- **Board Oversight:** The Board of Directors of the Corporation (the "Board") or authorized committee of the Board (together with the Board, the "Reviewing Body") shall adopt and oversee the implementation of and compliance with this Policy. Directors who are employees of the Corporation, if any, may not participate in any deliberations or voting relating to the administration of this Policy.
- **Compliance Officer:** The One Tree Planted Compliance Officer is designated to administer this Policy. The Compliance Officer is responsible for overseeing the investigation and resolution of all reported complaints of Suspected Violations and for reporting such to the Reviewing Body. If a report concerns the Compliance Officer, he or she shall recuse himself or herself from the proceedings and the Board shall select an appropriate officer of the Corporation to continue the investigation. Any questions or concerns regarding this Policy should be addressed directly to the Compliance Officer.
- **Procedure for Reporting Suspected Violations:** Any Covered Person may report a Suspected Violation, either in written or oral form, although written complaints are encouraged. The complaint submitted by the Covered Person should include whatever documentation is available to support a reasonable basis for the allegation(s) and to assist in investigating the complaint. Complaints of Suspected Violations may be made anonymously, although non-anonymous complaints are encouraged. The Corporation will explore anonymous allegations to the extent possible, but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources.

A Covered Person should direct all complaints to the Compliance Officer, who will report to the Reviewing Body. The Compliance Officer shall create a simultaneous written record of any oral complaint. If the Compliance Officer is the subject of the Suspected Violation or a Covered Person is not comfortable reporting a complaint concerning a Suspected Violation to the Compliance Officer or is unsatisfied with the response, the Covered Person is encouraged to instead speak with his or her supervisor or anyone in management with whom s/he is comfortable. In such case, the manager to whom such Suspected Violation is reported shall in turn report such Suspected Violation to the Compliance Officer, unless the Compliance Officer is the subject of the complaint, in which case the manager shall submit the report to the Reviewing Body. If the Compliance Officer is the subject of the complaint,

the Reviewing Body shall designate someone to act in the place of the Compliance Officer and all references to the Compliance Officer in this Policy with respect to such complaint shall be applicable to such designee. Reports to the Reviewing Body shall include a statement as to whether such Suspected Violation was reported first to the Compliance Officer; if it was not, the report shall indicate why the Suspected Violation was not reported to the Compliance Officer.

The Reviewing Body will determine an appropriate response to each complaint of concern. The person who is the subject of a complaint shall not be present at or participate in the Reviewing Body's deliberations or voting on the matter relating to such complaint; except to present information as background or answer questions at a meeting of the Reviewing Body prior to the commencement of deliberations or voting, in the manner requested by the Reviewing Body. The **response** to and resolution of each complaint of a Suspected Violation shall be documented in the minutes of the Reviewing Body, subject to Section 6 below.

- **Confidentiality:** The Corporation will make reasonable efforts to treat a Covered Person's identity and the reported information with an appropriate regard for confidentiality, consistent with the need to conduct a fair and adequate investigation and take necessary corrective action.
- **Acting in Good Faith:** Anyone filing a complaint concerning a Suspected Violation must act in good faith and have reasonable grounds for believing the information disclosed may indicate a Suspected Violation. The Covered Person is not responsible for investigating the activity, proving the truth of the allegation(s) asserted in the complaint or determining fault or corrective measures; however, he or she must demonstrate reasonable grounds for concern. No investigation will be made of unspecified wrongdoing or broad allegations. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowing them to be false will be viewed as a serious disciplinary offense or breach of contract, as applicable.
- **No Retaliation:** No Covered Person who in good faith reports any Suspected Violation (whether reported to the Corporation, its agents or its auditors or to any law enforcement officials, government or regulatory agency), or who cooperates with an investigation of a complaint, shall suffer intimidation, harassment, discrimination, or other retaliation or, in the case of an employee, adverse employment consequences as a result of such report or cooperation. Any person who believes s/he has been subject to retaliation as a result of making a report should immediately report such incident to the Compliance Officer or the Chair of the Board. Any Covered Person who retaliates against someone for having reported a Suspected Violation in good faith may be subject to appropriate corrective action, up to and including termination of employment in the case of an employee, and up to and including expulsion of membership in the case of an active member. A Covered Person's right to protection under this Policy does not provide him or her with immunity for participating or being complicit in the Suspected Violation that is the subject of the complaint or ensuing investigations.

Amendment. The Corporation reserves the right to modify, amend or terminate this Policy at any time as it may deem necessary.

This Policy was adopted by the Board of Directors of the Corporation on 12/8/2020. *Last revised 2/24/2022.*