This agreement dated February 10, 2022, is made by and between The Morton Arboretum, referred to as “Arboretum,” Lisle, IL, and Patrick Thompson, referred to as “Independent Contractor.” This agreement furthers the mission of the Global Tree Conservation Program at the Arboretum, which leads efforts to prevent extinction and secure the world’s threatened species.

Services.

Arboretum hereby agrees to engage Independent Contractor and Independent Contractor agrees to personally coordinate the following services in accordance with the terms and conditions set forth in this agreement.

In order to ensure satisfactory performance, the Arboretum shall be entitled to provide technical direction to Independent Contractor during performance.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Terms of Agreement.

Problem Category: Hiring Sponsor Employees

Common Problems: University agrees not to solicit vendor’s employees for positions with the University during the term of this agreement and for a period of two (2) years subsequent to the termination of this agreement.

Preferred Language: ['none']

Why: This language is never acceptable - it is a deal breaker. It could prevent Auburn from hiring employees who apply through HR, and HR will not be aware of this agreement – meaning such hiring would put Auburn in breach. Further, Alabama law likley prohibits courts from enforcing such a clause

1st response to Sponsor: delete it

Confidence: 0.20608363501393825

[END POTENTIAL PROBLEMATIC LANGUAGE]

This agreement will begin upon signature by both parties and will end with the submission of the ﬁnal report on or before May 1, 2023.

Either party may cancel this agreement upon thirty (30) days’ notice to the other party in writing, by email, certiﬁed mail, or personal delivery.

Immediate cancellation is possible under circumstances of grave violation or criminal behavior by Independent Contractor.

In the event of cancellation, Independent Contractor will deliver to Arboretum all outputs produced and research developed to date under this agreement.

Independent Contractor will have earned any payments made by Arboretum prior to the date of cancellation but no further payments by Arboretum will be due.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Agreement of Services.

Problem Category: Hiring Sponsor Employees

Common Problems: University agrees not to solicit vendor’s employees for positions with the University during the term of this agreement and for a period of two (2) years subsequent to the termination of this agreement.

Preferred Language: ['none']

Why: This language is never acceptable - it is a deal breaker. It could prevent Auburn from hiring employees who apply through HR, and HR will not be aware of this agreement – meaning such hiring would put Auburn in breach. Further, Alabama law likley prohibits courts from enforcing such a clause

1st response to Sponsor: delete it

Confidence: 0.20608363501393825

[END POTENTIAL PROBLEMATIC LANGUAGE]

As a 2022 Independent Contractor of The Morton Arboretum’s Global Tree Conservation Program, Independent Contractor will perform the services and activities detailed in the Agreement of Services, attached to this document.

Independent Contractor will provide deliverables as detailed in the attached Agreement of Services and a ﬁnal report at the conclusion of the Independent Contractorship on May 1, 2023 to detail accomplishments and products as a Global Tree Conservation Independent Contractor.

The Independent Contractor will directly report activities to and collaborate with the Director of the Global Tree Conservation Program.

Independent Contractor will coordinate with Arboretum staff to compile and store the ﬁnal data products for each of these projects.

An Addendum to the Agreement of Services can be attached to the original agreement, given signed mutual consent from both Arboretum and Independent Contractor.

Any changes to the agreement, deliverables, or budget must be speciﬁed there.

Budget and Payments.

An itemized Budget is attached following the Agreement of Services.

The Arboretum will provide funding for materials and activities as outlined in the Budget.

The Independent Contractor is responsible for acquiring all other necessary materials and covering all other expenses necessary to perform this project.

The Budget should include

details and schedule for payments to be made to Independent Contractor, upon completion of agreed tasks or deliverables.

Independent Contractor will invoice the Program (or Arboretum) two weeks prior to the payment dates to receive timely payment.

A modiﬁed Budget can be attached to the original agreement as an addendum, given signed mutual consent from both Arboretum and Independent Contractor.

Independent Contractor.

Independent Contractor will act as an independent contractor in the performance of duties under this contract and not as an employee.

Accordingly, Independent Contractor shall be responsible for payment of all taxes with this agreement, as prescribed by the national or federal law where the services are performed, including Federal, State, and local taxes arising out of the Independent Contractor’s activities in accordance with this agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

No joint venture or partnership is created by this agreement.

Neither the Arboretum or the Independent Contractor shall have any right, power, or authority to create any obligation, express or implied on behalf of the other.

Indemniﬁcation.

I fully understand and acknowledge that the scope of services for which I have been engaged (the “Activity”) has inherent risks, dangers, and hazards.

The Morton Arboretum is committed to allowing me to conduct the Activity in a safe manner and holds and may require that I follow safety rules and instructions that are designed to protect my safety.

Notwithstanding such precautions, I am voluntarily participating in this activity with the knowledge of the risks and dangers involved, which include, but are not limited to the following: equipment failures and acts of God; all such risks to myself being known and appreciated by me.

Further, I am acknowledging that not all hazards or dangers can be foreseen and that The Morton Arboretum cannot guarantee absolute safety even with the precautions it is undertaking.

As lawful consideration of, and as part of the consideration I am receiving, I hereby expressly agree to be responsible for my own welfare and assume all of the above risks, including both those known and unknown to me.

I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER The Morton

Arboretum, their trustees, employees, shareholders, afﬁliated entities, employees, agents, representatives, ofﬁcers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with the Activity.

I agree that the terms of this agreement shall serve as a complete release and express assumption of risk for myself, my heirs, successors, assigns, and legal representatives.

It is my intention to fully assume all risks associated with this Activity and to release The Morton Arboretum from any and all liability to the maximum extent permitted by law.

“Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts and omissions of that party and the officers, employees, and agents thereof.

Neither party shall be responsible for the personal injury and property damage attributable to the negligent acts and omissions of the other party and the officers, employees, and agent thereof.”

Insurance.

Independent Contractor, at his/her own expense, shall obtain and maintain appropriate insurance coverage during the term of this contract, and, if requested by the Arboretum, shall provide proof that such coverage has been obtained before beginning services under this Agreement.

Use of Arboretum name and contact with press and client.

Independent Contractor shall have no contact with the press or the Arboretum’s client(s) about the services being performed under this Agreement without prior approval of the Director of the Global Tree Conservation Program or an appointed representative of the Arboretum.

The Independent Contractor will acknowledge the support of the Arboretum and the Global Tree Conservation Program in all public presentations, scientiﬁc publications, and professional reports, provided through this contract for the completion of the project.

Similarly, the Arboretum will provide due credit to services provided through this agreement.

Conﬁdentiality.

Independent Contractor agrees that any information received by the Independent Contractor during any furtherance of the Independent Contractor’s obligations in accordance with this contract that is marked as confidential, which concerns the personal, ﬁnancial, or other affairs of Arboretum, including without limitation the Global Tree Conservation Program, will be treated by the Independent Contractor in full conﬁdence and will not be revealed to any other persons, ﬁrms, or organizations without prior written approval from Arboretum.

Ownership of Data.

This agreement constitutes services for hire.

The Ownership of Data will follow guidelines stipulated in the Agreement of Services.

The Independent Contractor shall deliver to Arboretum at termination of this agreement the materials and information as stipulated in the Agreement of Services.

Attachments.

The following attachments will constitute the speciﬁc details of the services, budget, and ancillary beneﬁts, if applicable, relevant to this agreement between the Arboretum and the Independent Contractor.

Modiﬁcations to these attachments must be mutually agreed upon by the Arboretum and the Independent Contractor, noted and initialed here by the original signatories, and attached at the end of the current contract.

Signatures.

Arboretum and Independent Contractor hereby agree to the above contract as evidenced by their signatures below.

For The Morton Arboretum

Signature

Murphy Westwood

Murphy WestwoodPrinted name

Date

For the Global Tree Conservation Program

Signature

Silvia Alvarez-Clare

Silvia Alvarez-Clare

Printed name

Date

For Global Tree Conservation Independent Contractor

Signature

Printed name

Date

AGREEMENT OF SERVICES

Supporting the Global Conservation Consortium for Oak – Metacollection Partnership Program

Funding Source: USFS (1-2-01-15-59-00-XXXX-0834)

Contractor Details:

Name: Patrick Thompson

Address: Donald E Davis Arboretum, 181 Garden Drive, Auburn AL 36849

Email: thomppg@auburn.edu

Direct supervisor at the Arboretum: Dr. Silvia Alvarez-Clare

Collaborator(s) at the Arboretum: Amy Byrne

Preamble:

This Agreement outlines activities to be conducted by Patrick Thompson as part of our USFS Metacollection Partnership Project between the GCCO and the USFS: February-May 2023.

Summary of specific objectives:

Plant seedlings of Q. boyntonii at the identified host site (USFS Beech Creek Seed Orchard Site)

Work with the host site to manage/care for the seedlings

Survey populations for additional material to collect to grow at the site(s) in the future

Gather and track data on the seedlings

train/educate a student/mentee on a research project at one of the host sites

Compile the progress made and results of the project in an annual report

Present on the results at a GCCO US regional meeting

Meet with the host site manager and USFS Regional Geneticist on a monthly or as needed basis to ensure we are aligned and that the project is running smoothly, and to discuss other potential host sites that we can plant oaks at

Methodology or description of work to achieve objectives:

Plant the seedlings in a format that ensures the different populations of Q. boyntonii are represented and aligned in a manner that they will thrive

Water/prune/fertilize the seedlings as needed

Work with the host site to have a plan in place for future management of the seedlings (mowing around the seedlings, watering, fertilizing, etc.)

Surveying populations to collect material from in the fall

Conduct collecting trips to gather acorns for propagation–targeting populations/individuals that are not well-represented in collections currently

Newly collected material is propagated, and the seedlings are planted out in 2023 or at a later date if further growing time is needed

Conduct site visits to identified host sites to manage the seedlings and gather data on them

Identify and work with a student/mentee to engage them on this project, take them to the host site to gather data (e.g.

growth habit, phenology, etc.)

and compile the data for further analysis for a predetermined research project

Work with the student/mentee to develop a presentation to present on the results of the project at the next GCCO Eastern US sub-regional meeting.

Compile a project report to be distributed to project partners and via social media and other promotional outlets

Continue collaborations with the host site and USFS Regional Geneticist to make additional connections that will further the collection, propagation and planting of additional oak species of conservation concern (i.e., identify other potential host sites, potentially collaborate with nurseries to help with the propagation of collected material, etc.)

Budget

Table 1.

This work will be funded as follows: $2,000 through the USFS grant (0834).

The funds will be distributed at the beginning of the project.

Item

Cost (USD)

Description

Support Patrick Thompson throughout the project

2,000

Professional Services Payment #1

Total amount Transfered

$ 2,000

USD

General Anticipated Timeline

Deadline

Lead person responsible

Project activities

February 2022

Patrick Thompson

Site visit to plant seedlings

Spring 2022

Patrick Thompson

Surveying populations to collect material from in the fall

Fall 2022

Patrick Thompson

Collecting trip

Fall 2022

Patrick Thompson

Propagation of collected material/continued maintenance of seedlings

Winter 2022

Patrick Thompson

Site visit to host site to check on the planted seedlings

Spring 2023

Patrick Thompson

Site visit with student to collect data on the seedlings for a research project

Spring 2023

Patrick Thompson

Share preliminary data during a GCCO US regional meeting

Deliverables

The expected results of this project include:

Successfully plant Q. boyntonii seedlings at Beech Creek USFS Seed Orchard Site

Identify new/current populations to collect seed from in the fall of 2022

Propagate the collected material; have around 20 or more individuals to plant out at Beech Creek in late 2023

Conduct at least two site visits during the project to the Beech Creek site to check on the seedlings and gather data for a student/mentee research project

Start a research project with an identified student/mentee

Present on preliminary data gathered with the student/mentee

Compile a progress report that is shared with the applicable stakeholders and posted on social media if appropriate

Identified a new site to plant oaks at within the USFS Region 8 (southeast US)

Statement of how this project aligns with GTCP Goals:

This project directly aligns with GTCP’s goal of conducting applied research to further conservation of threatened tree species in biodiversity hotspots.

Communication strategy:

All partners meet monthly to give updates.

Independent Contractor will provide updates during each monthly meeting, describing the advances of the activities per stage for the Global Tree Conservation Program (GTCP) and collaborators.

Photographic or audiovisual material of the different stages of the project will be posted on line in the GTCP and collaborators social media and institutional websites, in order to

disseminate the activities to the general public.

Description of the project, collaborators and activities will be included.

COVID-19 Contingency Plan:

All partners currently live in the area and are thus able to conduct the proposed activities.

All activities proposed safety precautions are being taken by all parties involved.

Ownership of Data:

Copyrights for educational materials are shared between all contributing organizations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022-2023 PROGRESS REPORT

To be completed by Independent Contractor as laid out in Agreement of Services

Achievement of Goals:

Deliverables:

Timeline Updates:

Describe any delays or changes in activities’ implementation, any problems that have led to this and any actions taken to adjust the plan in order to achieve stated results.

Sustainability & Lessons Learned:

Describe how you have managed any external assumptions or risks during this period that were (or were not) identiﬁed during the planning stage.

Have any new risks or opportunities developed?

Additional Comments, Results, Figures or Pictures:

Please add any interesting ﬁgures or results, links to pictures, species lists, etc.

We will not share these without your authorization.

Please specify if you DO NOT want us to share pictures.

1

1

4

4