

MASTER AGREEMENT

THIS MASTER AGREEMENT (this “Agreement”) is entered into as of «MA_Start_Date», by and between Kupu, a Hawaii non-profit corporation (“Kupu”), and «Official_Agreement_Title», a «Organization_Category» (“Partner”). This Agreement expires <<MA_End_Date>>.

I. PURPOSE

The purpose of this Agreement, which includes the addendum(s) attached hereto and incorporated herein by reference, is to document the cooperation between Kupu and Partner to offer professional development opportunities to Kupu program participants by providing work experience in conservation, sustainability, and environmental education through their involvement in Partner’s projects, each as described in a separate Statement of Work addendum attached hereto (each, a “Project”).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

It is mutually beneficial to enter into this Agreement to establish a framework for the development of individual addendums for the parties to work together on Projects to accomplish their respective goals. Each Statement of Work addendum to this Agreement will define Project-specific details including, without limitation, a scope of work, payment/contribution amounts, and timelines.

Kupu empowers future generations to create a more sustainable and resilient Hawaii by providing hands-on training programs that educate and mentor Hawaii’s youth to become stewards of culture and the environment, and help them develop a strong connection to the place in which they live. Since 2007, Kupu has risen to meet the increasing demands of the green economy by training over 3000 youths in areas of conservation, sustainability, and environmental education. This approach has led to the creation of hundreds of internships and service-learning opportunities which blend vocational training and green leadership development to support over 150 partner sites across Hawaii and the Pacific region.

III. GOALS

The proposed goals of the cooperation between Kupu and Partner with respect to Partner’s worksite(s) are as follows:

- a. Increase the professional development and resiliency of program participants;
- b. Promote work and learning about environmental issues, sustainability, while inculcating professional skills and stewardship;

- c. Engage, mentor and support young adult participants in the development of the next generation of environmental leaders, educators, conservation stewards, and natural and cultural resource professionals;
- d. Increase and streamline communication between Partner and Kupu to support the execution of individual Statement of Work addendums for each Project;
- e. Expand participant outreach and community engagement through joint marketing efforts and the utilization of newsletters, social media and other online resources to share information and promote Kupu and Partner opportunities;
- f. Deliver environmental and sustainability programs to the next generation of stewards; and
- g. Contribute to workforce development by developing the next generation of natural and cultural resource professionals in a controlled environment with professional mentors.

IV. KUPU RESPONSIBILITIES

In addition to any other responsibilities and obligations of Kupu set forth in any addendum to this Agreement, Kupu shall be responsible for satisfying and performing the following obligations and services:

- a. Work collaboratively with Partner to achieve the goals outlined in Section III;
- b. Have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the scope of work described in each Statement of Work addendum to this Agreement, which financial capability will include funds sufficient to pay Kupu's share of Project costs, when applicable;
- c. Tailor its program to support Partner's efforts to provide environmental and sustainability programs, and workforce development goals;
- d. Provide recruitment, placement, and ongoing management/support for various short- and long-term internship opportunities for Kupu program participants that will be involved in Partner's worksite (each, an "Participant");
- e. Develop the professional curriculum to support Participant development, and assist Participants in understanding the benefits of their involvement in Partner's worksite;
- f. Provide access to conservation, sustainability, and professional development opportunities;
- g. Implement, monitor, and evaluate program effectiveness;
- h. Deliver invoices to Partner for reimbursement/contribution in accordance with each respective Statement of Work addendum to this Agreement;
- i. Provide career services in preparation for the post-Project/internship stage, and develop tangible deliverables for Participants that will enhance their professional credibility and eligibility for future jobs; and

- j. Be responsible for all Kupu employees, volunteers, and Participants, including their training, for purposes of implementation of each Statement of Work addendum to this Agreement.

V. PARTNER RESPONSIBILITIES

In addition to any other responsibilities and obligations of Partner set forth in any addendum to this Agreement, Partner shall be responsible for satisfying and performing the following obligations and services:

- a. Work collaboratively with Kupu to achieve the goals outlined in Section III;
- b. With respect to each Project, provide Kupu with the Project's title, description, position description and specifications, site manager contact information, duty station, timeline, and other relevant information;
- c. Timely pay invoices from Kupu for reimbursement/contribution in accordance with each respective Statement of Work addendum to this Agreement;
- d. Provide the necessary technical oversight for each Project to ensure work is completed according to Partner's specifications;
- e. Provide a site manager at each Project worksite to provide onsite supervision and management of Participants;
- f. Provide personal protective equipment (PPE) and ensure Participants utilize it when using tools, equipment, chemicals, or are asked to perform any other type of work which could pose a safety risk. Partner shall not allow Participants to take supplies or equipment off Partner's property or for non-Project-related use. Should this be allowed, it is at Partner's own risk. Kupu will not be held liable for missing supplies or equipment;
- g. Consult with Kupu about training requirements, Project planning, and the monitoring and evaluation of Participants during the term and upon completion of the Project;
- h. Explore mentoring and Project opportunities for Participants, and work to leverage resources to make such Projects meaningful and engaging for Participants and to enhance their understanding and awareness of natural/cultural resource management;
- i. Provide and/or loan any necessary equipment, tools, or materials needed to accomplish Projects;
- j. Manage, review, and approve all reports, inspection and any consultation requests associated with this Agreement and any addendum attached hereto;
- k. Ensure that the consumption of alcohol or controlled substance does not occur at any Project worksite by Partner's staff or volunteers in the presence of any Participant;
- l. Provide Participant with proper training required for the Participant to perform work tasks, which also adheres to Safety Guidelines listed in this Agreement;
- m. Provide staff who (i) understand educational pathways in Partner's system; (ii) will commit time to mentor Participants to help develop a positive educational

experience with respect to the corresponding Project; and (iii) will integrate Participants into the work unit and provide performance feedback upon Project completion; and

- n. Upon notification or otherwise becoming aware of an existing or potential problem of health or safety, promptly notify Kupu of its determination and provide Kupu with an opportunity to rectify such existing or potential problems. If corrective action is not taken, Partner may issue a written order of suspension of all or part of the Project activity. When satisfactory action is taken, a written order to resume activities will be issued by Partner and Kupu will promptly be provided a copy of the order. If problems are not satisfactorily resolved, Partner may terminate the Project.

VI. RESTRICTED ACTIVITY

In addition to any other restricted activities set forth in any addendum to this Agreement, Partner shall not permit any Participant to engage in any of the following conduct/activities:

- a. Activities that include use of firearms, explosives, scuba, and rappelling;
- b. Attempting to influence legislation;
- c. Organizing or participating in protest, petitions, boycotts or strikes;
- d. Assisting, promoting, or deterring union organizing;
- e. Impairing existing contracts for services or collective bargaining agreements;
- f. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any political office;
- g. Participating in or endorsing, events or activities which are likely to include advocacy for or against political platforms, political candidates, proposed legislation or elected officials;
- h. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious education or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
- i. Providing a direct benefit to an organization engaged in the religious activities described in Section VI.h. above;
- j. Discriminating against any person because of race, color, religion, sex, age, national origin, disability, marital status, criminal record, or any other characteristic protected by state or federal law;
- k. The manufacture, distribution, dispensation, possession or use of a controlled substance; and
- l. Providing a direct benefit to (i) labor union, (ii) a partisan political organization, or (iii) a non-profit organization that fails to comply with the restrictions contained in Section 501(c) of the Internal Revenue Code of 1986.

In connection with the foregoing, Partner agrees to act at all times in accordance with all applicable state and federal laws and regulations pertaining to Kupu, including the Drug Free Workplace Act, and further agrees not to ask Participants to participate in activities prohibited by Kupu or state and federal laws and regulations applicable to Kupu.

VII. FUNDRAISING POLICIES

In addition to any other fundraising policies set forth in any addendum to this Agreement, Partner agrees to abide by the fundraising policies set forth below:

- a. **Approved Participant Activities:** Participants may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fundraising activities Participants may perform include, but are not limited to, the following:
 - i. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read;
 - ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - iv. Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the community and is delivered, in whole or in part, by or through the faith-based organization; and
 - v. Seeking a donation from Kupu program alumni for specific Projects being performed by current Participants.
- b. **Prohibited Participant Activities:** A participant's service activities may not include the following:
 - i. Raising funds for his or her living allowance or wages;
 - ii. Raising funds for an organization's operating expenses or endowment;
 - iii. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; and
 - iv. Writing grant applications for funding provided by any other federal agencies.

VIII. SAFETY GUIDELINES

By executing this Agreement, Partner acknowledges that the Participant is expected to abide by safety guidelines consistent with those set forth below in addition to those implemented by Partner for each Project. In connection with the foregoing, Partner shall promote each Participant's compliance with such safety guidelines in the manner set forth below, to the extent applicable to the particular Project.

- a. WEATHER. Partner shall check weather forecasts prior to commencing work on the Project, and prepare for any weather situation through online resources like www.weather.hawaii.edu or www.noaa.gov.
- b. HIGH ALTITUDE. Partner shall be made aware if any Participant has a medical condition which is not conducive to the Project environment. Partner shall also monitor Participants during their work, as exhaustion may cause dizziness and disorientation, and allow Participants to take breaks as needed.
- c. HAND-HELD TOOLS. When appropriate, Partner shall require Participants to wear gloves to use hand-held tools. Partner shall inspect tools prior to Participant use and allow Participant's to take breaks to allow for relief and recovery from work requiring hand-held tools.
- d. INSECT BITES. Partner shall confirm that any Participants who are allergic to any insect (including bees) have an epinephrine pen readily available and make sure that those working with/around Participant know of Participant's allergy. If a Participant is bitten by an insect, Partner shall assist the Participant to clean/disinfect the area bitten and limit the Participant's movements.
- e. SLIPS/TRIPS/FALLS. Partner shall warn Participants of Project terrain that is slippery, rocky and/or not level, and shall ensure Participants are wearing appropriate footwear.
- f. ATV. Partner shall ensure that any Participants using all-terrain vehicles are properly trained and wear appropriate personal protective equipment (e.g., helmets, goggles, etc.) ("PPE").
- g. POISONOUS PLANTS. Partner shall warn Participants of poisonous plants in the Project area, and follow proper first aid procedures in the event contact with such plants results in rash, infection or other irritations.
- h. GAS OPERATED EQUIPMENT. Partner shall ensure no Participant operates a piece of gas-operated equipment without proper training and PPE, and partner shall inspect such equipment prior to work/daily. If such equipment is not in workable condition, Partner shall ensure it is not used until fixed.
- i. OFFICE ERGONOMICS. Partner shall allow Participants who are subject to long periods of sitting, typing or staring at a monitor to take micro-breaks as needed.
- j. HIKING. If hiking is involved in connection with the Project, Partner shall ensure Participants are prepared for such activity (e.g., water, flashlight, phone/walkie-talkie, etc.) and are permitted to rest when needed. Partner shall also familiarize Participant with the trail and confirm Participant's route.
- k. HEAVY LIFTING. Partner shall not allow Participants to lift greater than what they are able to lift, and shall provide enough additional personnel/equipment to perform such heavy lifting.
- l. CHEMICAL USE. Partner shall ensure that material safety data sheets for each chemical used in connection with a Project should be readily available for every Participant, and that each chemical shall not be used by any Participant without proper training (including first aid) prior thereto and appropriate PPE.

- m. FIRE MANAGEMENT. Partner shall ensure that fire extinguishers or both water and sand/dirt in buckets are readily available to extinguish any fire started on a Project.
- n. HEAT. Partners shall ensure that Participants stay hydrated, have plenty of water and take breaks under a shaded area from time to time to prevent heat stroke, dehydration, and exhaustion.
- o. GERMS AND DISEASE. Partner shall help Participants clean/bandage open wounds/cuts incurred during work on a Project, and coordinate medical attention as necessary.
- p. HELICOPTER OPS. Partner shall only allow a trained and qualified pilot to operate a helicopter, and shall mandate a pre- and post-trip inspection of the helicopter.
- q. DECONTAMINATION. To prevent invasive species from being spread to a new work area, Partner shall ensure that Participants adequately clean your field gear (i.e., scrubbing gear, shooting gear with pressurized water, putting gear in the washing machine, and of course, a visual inspection).

IX. GENERAL PROVISIONS

- a. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this Agreement (or any addendum attached hereto) and agree to actions essential to fulfill its purposes.
- b. STATEMENT OF WORK ADDENDUMS. Nothing in this Agreement obligates either party to offer or accept any Project proposals under this Agreement. Any Projects added to this Agreement must be by mutual consent of the parties pursuant to a separate Statement of Work addendum.
- c. NOTICES. Any communications a Project covered by this Agreement given by Partner or Kupu are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the respective contacts of the parties listed in the applicable Statement of Work addendum for such Project. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- d. MARKETING. Kupu shall submit a written request to Partner for permission to use any Partner logos for published and online media.
- e. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts Partner or Kupu from participating in similar activities with other public or private agencies, organizations, and individuals.
- f. ENDORSEMENT. Any Kupu contributions made under this Agreement do not by direct reference or implication convey Partner's endorsement of Kupu's products or activities.
- g. EMPLOYEE STATUS. No Participant or Kupu staff member or volunteer shall be considered an employee of Partner.

- h. INDEMNIFICATION. Partner agrees to indemnify and hold harmless Kupu or any affiliates thereof (or any official, representative, agent, director or officer thereof) (collectively, the “Indemnified Parties”) from and against all claims, liabilities, damages, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement (or any addendum attached hereto) by the site manager, its employees and/or representatives, or due to any act or occurrence of omission of the site manager, including, but not limited to, costs and reasonable attorneys’ fees. In suits against an Indemnified Party arising out of this Agreement (or any addendum attached hereto), the Indemnified Party, at its sole option, may defend itself or require Partner to provide the defense.
- i. DISPUTE RESOLUTION. Any and all disputes, controversies and claims arising out of or relating to this Agreement (or any addendum attached hereto), which cannot be resolved informally, shall be settled and determined through private and confidential binding arbitration before Dispute Prevention & Resolution, Inc., under its applicable rules, before one neutral arbitrator in Honolulu, Hawaii. The arbitrator’s award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. All fees and expenses related to such dispute resolution process shall be shared equally by the parties; provided, however, that each party shall bear its own attorneys’ fees and all costs, including, without limitation, witness expenses, incurred during the dispute resolution process.
- j. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Hawaii, and the parties hereby submit to the jurisdiction of the courts of the State of Hawaii.
- k. NON-DISCRIMINATION. Neither Kupu nor Partner shall discriminate against any Participant, or potential Participant, based on race, color, religion, sex, age, national origin, disability, marital status, criminal record, or any other characteristic protected by state or federal law.
- l. INSURANCES. Partner will provide upon request to Kupu a Statement of Self Insurance certifying that Partner is self-insured against losses including general liability and property damage which may involve claims and demands for loss, damage or destruction of property and personal injury or death. To the extent it is not self-insured, Partner shall (i) at all times during the term of this Agreement, maintain a policy of commercial general liability insurance with liability limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and listing Kupu as an additional insured; and (ii) provide Kupu satisfactory evidence of such coverage upon request.
- m. REPORTING. The parties to this Agreement shall monitor performance of the Agreement to ensure that performance goals are being achieved. Performance reports must contain the following information: (i) a comparison of actual accomplishments to the goals established for the period; (ii) reason(s) for delay if establish goals were not met; and (iii) additional pertinent information. Other reporting requirements with respect to each Project, if any, shall be outlined in

the separate Statement of Work addendum to this Agreement corresponding to such Project.

- n. TERMINATION. This Agreement may be terminated, in whole or part, as follows:
 - i. When Partner and Kupu agree upon the termination condition, including the effective date and, in the case of partial termination, the portion to be terminated.
 - ii. By 30 days written notice by either party setting forth reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
 - iii. Kupu reserves the right to cancel this Agreement immediately at any time should they determine, in their sole discretion, that Partner has endangered a Participant either physically or mentally, or for any other cause deemed appropriate. In the event of such cancellation, Partner shall remain responsible for paying to Kupu the full fees outstanding for such Participant in accordance with the applicable Statement of Work addendum.
- o. CONFLICT IN TERMS. In the event of any conflict between the terms of this Agreement and any addendum attached hereto, the terms of such addendum shall govern.
- p. COUNTERPARTS. This Agreement and any addendum attached hereto may be executed in counterparts, each of which shall be an original, but which together constitute one and the same instrument.

[Signature Page Follows]

In witness whereof, the parties have executed this Agreement the day and the year first written above.

KUPU:

Kupu, a Hawaii non-profit corporation

By: _____

Matthew Bauer

Its Chief Operating Officer

PARTNER:

«Official_Agreement_Title», a
«Organization_Category»

By: _____

Its

By: _____

Its