

CBA Template – Negotiation and Drafting



↔ View Toolkit

CBATOOLKIT.CLIMATEANDCOMMUNITY.ORG

Using the Template

This template will help you become familiar with the structure and potential content of a CBA. In some instances, notes, *drafted in italics and highlighted in green like this*, are provided about where information related to your unique circumstances can be inserted. In other areas where an individualized response is needed, such as the Guiding Principles, both a note and a sample are shown. This document provides a general template and is intended to be a learning tool. Each state and federal government has its own laws governing contracting and project approval. It's crucial to consult with a legal professional to draft a tailored CBA that meets the specific requirements of your agreement and applicable laws in your jurisdiction. Please review the Legal Disclaimer for further important information on the use of this document.

Legal Disclaimer

Not Legal Advice. This document does not constitute legal advice and should not be construed as providing legal advice. It is not intended as a substitute for the particularized advice of your counsel. Anyone seeking specific legal advice or assistance should retain an attorney.

No Attorney-Client Privilege. No attorney-client relationship is formed between the authors or distributors of this document and any person who uses the document. The authors and distributors of this document are not liable for anything that happens as a result of someone referring to or using the document for any purpose.

The text is illustrative. This document is intended only as a template for negotiating and drafting a community benefits agreement. The text is merely illustrative. Neither the text nor the examples are sanctioned for use in any specific agreement by the authors or the US Bar Association. This document and any related documents were prepared as educational tools and may not contain all necessary or appropriate provisions for any particular transaction.

Consult with Professionals to Adapt to Local Circumstances. Each article of this document should be carefully reviewed by competent counsel experienced in similar transactions before it or any part of it is used in an actual transaction. Any articles, including the articles in this document, must be adapted to the specific facts and circumstances surrounding the particular transaction and the relationship of the parties. Additional articles not presented here may be necessary to protect the parties' rights. Parties referring to this document should consult with legal, tax, and accounting advisors experienced in similar transactions before finalizing any agreement on matters of importance of community benefits agreements.

No Liability. Parties referring to or using this document or any related materials do so at their own risk. No party associated with the development of this document shall be liable for losses or damages that may result from the use of this document or any portion or variation thereof, or any other materials presented in conjunction with the document.

[Add the title of the Community Benefits Agreement]

[Insert the date the CBA is signed.]

This Community Benefits Agreement (the “Agreement”) is effective [insert the date] (the “Effective Date”), by and among [insert the name of the company or developer], a [insert the name of state where the company or developer is incorporated] corporation (The Company) and [insert the name(s) of the Community Coalition CBO] (CBO), a [insert the name(s) of state(s) where the nonprofit is located] not-for-profit corporation. Each of CBO and Company is sometimes referred to individually below as a “Party” or collectively as the “Parties.”

Parties

- A. [Insert the name and legal description of the first entity that is party to this Agreement.]
- B. [Insert the name and legal description of the second entity that is a party to this Agreement.]
- C. [If the Agreement is between more than two Parties, continue to add the name of each Party until all Parties to the Agreement are separately listed.]
- D. Third Party Beneficiaries. Nothing in this Agreement shall be construed to make any other person or entity not executing this Agreement a third-party beneficiary to this Agreement.

Recitals

[The “Recitals” in a CBA are also referred to as a preamble or background section of the Agreement. It serves to provide context and clarify the purpose of the contract.¹]

Section 1. Guiding Principles and Objectives

[Include guiding principles and the objectives you hope to achieve with the CBA, including additional information on the background of the Agreement and the reasons the Parties are entering into it that may not be reflected in the Recital. Information in this section can also be used as a framework for interpreting provisions and addressing unforeseen situations in implementing the Agreement.]

Section 2. Execution of the Agreement

- 2.1. **Acknowledgement.** [Insert Both or All] Parties acknowledge they have read, understood, and agreed to the terms and conditions outlined in the contract.
- 2.2. **Effective Date.** The Effective Date of this Agreement is the date on which [insert both or all] Parties fully execute it.

¹ Here are two Recital examples, including the [2018](#) CBA between Stand Up Nashville, Inc, and Nashville Soccer Holdings, LLC, and [2024](#) Trailblazer C02 Pipeline, LLC, and Bold Education Fund Inc.

- 2.3. Termination of Agreement.** This Agreement shall terminate automatically on the date that is one year following the completion of the Decommissioning and Site Restoration Plan, defined in Section 16 (C) relating to Expiration. (the "Termination Date").
- 2.4. Surviving Requirements.** Notwithstanding the termination clause and conditions in Section 2.2, the obligation of each Party to annually designate an Advisory Council Board Member shall survive the termination of this Agreement. It shall continue for such period as the Stakeholder Advisory Council exists.
- 2.5. Extension of the Agreement.** This Agreement may be extended by mutual agreement.

Section 3. Land Acknowledgement

[Insert a land acknowledgement for the people whose ancestral home the Project is located in. This is an optional, but recommended element of the Agreement. A land acknowledgement has two key pieces: (1) it makes a public statement of the name of the traditional Native inhabitants of a place, and (2) it honors their historic relationship with the land.² Below is a possible template for a land acknowledgement that you can adapt to the specific and unique circumstances of the project area.]

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in desire of a better life, and some have lived on this land for more generations than can be counted. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference. The Parties begin this effort to acknowledge what has been buried by honoring the truth.

The *[insert the type of project]* for which the Agreement pertains will be located on the ancestral lands of the *[insert name(s)]* People, whose knowledge, cultures, histories, and languages have created, shared, and impacted these lands for at least *[insert the number]* years. We pay respect to their elders, past and present.

Section 4. Definition of the Project and Covered Area

[Insert a description of the project and area covered by the Agreement. Be as comprehensive as possible, including identifying the types of development anticipated (exploratory, pilots, construction, operations, and/or decommissioning) and any ancillary development. Be specific as to the location, including the geospatial coordinates and other means that ensure all areas and activities are specifically identified in the Agreement.]

² The language in this Land Acknowledgement is adapted from the [Honor Native Land: A Guide and Call to Acknowledgment](#), US Department of Arts and Culture, prepared by the US Department of Arts and Culture. For additional resources, reference this [guidance](#) from Sogorea Te' Land Trust and this [video](#) from Humboldt State University's Native American Studies Department.

Section 5. Definitions

5.1. Interpretation.³ In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agreement refer to this Agreement.
- b. The term “heretofore” shall mean before, and the term “hereafter” shall mean after the date this Agreement is effective.

5.2. Definitions. For all purposes of this Agreement:

- a. Defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified herein, except as otherwise expressly provided for herein or as the context hereof otherwise requires.
- b. Words of masculine gender shall mean and include correlative words of feminine and neuter genders and vice versa.
- c. Words importing the singular number shall mean and include the plural number and vice versa.

5.3. Defined Terms.

[Insert definitions of terms or phrases that identify responsible Parties, clarify commitments, and that you may need in taking any enforcement actions, including court filings and engagement with regulatory and legislative bodies. Also include all abbreviations used in the Agreement. Below are both definitions used in this template and definitions that may be a useful starting place for developing your CBA.]

- a. “Advisory Council” means the group of representatives created pursuant to Section 8 to oversee, track, and report on the implementation of the Agreement.
- b. “Affiliate” means any person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The Company shall, upon written request, provide the Council with the names and contract information for all Affiliates operating in the Covered Area.⁴
- c. “Community Fund Committee” means the committee established to work in collaboration with the Fiscal Agent to develop guidelines and oversee the awarding of funds from a community investment vehicle established pursuant to Section 8.1.
- d. “Community Space” shall have the meaning set forth in the Cooperation Agreement.

³ These provisions are adapted from Article I of the 2021 Host Community Agreement between the [Town of Ripley and Connectgen Chautauqua County LLC](#).

⁴ This definition is adapted from multiple state and [federal codes](#) and Provision 1.01 of Article 1 of the [2019 Mining Practices Agreement](#) between Sandfire Resources and the [Meagher County Stewardship Council](#).

- e. “Covered Area” means the geographic area identified in Section 4 as the area covered by the Agreement, which may include land under the direct and indirect control of the Company and other areas related to the implementation of the Agreement.
- f. “Comprehensive Surface Water, Ground Water, and Aquatic Resources Protection Program” and “Water Quality Program” mean the program established and implemented pursuant to Article 12.5 of the Agreement to provide ongoing water quality monitoring.
- g. “Cultural Awareness Group” means the group of Tribes invited by the Company to participate in an ongoing dialogue on issues related to the design, construction, and operation of the Project pursuant to Section 9.3.
- h. “Fiscal Agent” means the responsible entity designated in the Agreement to undertake the administrative and compliance tasks specified in the Agreement, including holding, investing, and deploying funding donated, contributed, collected, or otherwise received, obligated, and awarded pursuant to the terms of the Agreement.
- i. “Good Faith Efforts” means reasonable actions by the Company to achieve the hiring and promotional goals contained in *[list the relevant section(s) in the CBA]*. The Company shall have the burden of proving its actions are Good Faith efforts under this definition in any proceeding to enforce this Agreement.⁵
- j. “Historically Disadvantaged People” or “Historically Disadvantaged Group” means Black, Indigenous, and/or People of Color; women; LGBTQ+ persons; Systems-Impacted People, as defined herein; persons emancipated from the foster-care system; residents of *[insert town/county, state]* lacking a GED or high school diploma; and veterans.⁶
- k. “Labor-Management Agreement” means an agreement enforceable under Section 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. §185, and includes a collective bargaining agreement.⁷
- l. “Local Business” means an enterprise that is located in and serves people and businesses within the covered area of the project. The average gross annual receipts over the last three tax years (including affiliates) do not exceed \$18 million. The owners, officers, and partners are domiciled and work in the county where that includes the Covered Area.⁸ The enterprise can be legally organized as a for-profit, nonprofit, or cooperative.

⁵ This definition is adapted from Provision 3 of Article I of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America.

⁶ This definition is adapted from Provision 4 of Article 1 of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America. If your CBA includes targeting of historically excluded or disadvantaged groups, you will need to provide a definition.

⁷ This definition is adapted from Provision 5 of Article I of the 2022 CBA between New Flyer of America Inc., Greater Birmingham Ministries, and Jobs to Move America.

⁸ The definition is adapted from the definition of a small business in California State law.

- m. “Major Equipment” means a machine, mechanical or electronic device, or appliance or fixture that an individual operates or activates to perform a task, the cost of which exceeds \$500,000.⁹
- n. “Systems-Impacted People” means persons who have been arrested or convicted of a crime; incarcerated in a juvenile-detention center, jail, prison, or other carceral institution; and/or been placed on probation or parole and who have a desire for rehabilitation and a chance to obtain sustained, gainful employment.¹⁰

Section 6. No Impairment of Other Project-Related Actions¹¹

The Parties understand and acknowledge that the dialogue related to this Agreement is independent of any regulatory or legal action. By signing this Agreement, accepting benefits under the Agreement, and/or participating in the dialogue, the Signatories do not waive their right to challenge the Project in courts, agencies, and legislatures.

Section 7. Advisory Council to Guide and Monitor Implementation of Agreement

[Although an Advisory Council is not a mandatory element of an enforceable CBA, it is recommended that you carefully consider whether such a group would be beneficial for overseeing the Agreement's implementation, including removing barriers, ensuring transparency, and maintaining trust with the community. This template provides an example of one governance structure and a description of the different roles an advisory role can play. Please adapt the governance structure, membership, and duties to meet the specific needs of your agreement.]

One guide for determining company vs. advisory council roles is to consider enforcement. A company's failure to undertake a specific action identified in the Agreement may be enforced by the other signatories as a breach of the Agreement. This level of enforcement is not available for a volunteer board. Advisory councils can be impactful when the “right” people participate, their responsibilities are well-defined and reasonable for a volunteer entity, and they have the support necessary to be successful.]

- 7.1. Commitment to Cooperative and Active Engagement.** The Parties intend for the rights and obligations created by the Agreement to be both continuing in nature and cooperative, such that both the Company and the CBA actively participate and work with due diligence and Good Faith in furtherance of the terms and conditions of the Agreement.¹² These commitments include, but are not limited to, the Company and the CBA's active participation in the Advisory Council, established in this section.

⁹ This definition is adapted from Article VII of the [2021 Host Agreement](#) Co-operative Commitment between the Town of Ripley and Connectgen Chautauqua County LLC regarding the South Ripley Solar Project.

¹⁰ This definition is adapted from Provision 4 of Article 1 of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America. If your CBA includes targeting of historically excluded or disadvantaged groups, you will need to provide a definition.

¹¹ This provision is adapted from Provision 1(b) of the [2020 CBA](#) between Nevada Gold Mines and the Confederated Tribes of the Goshutehohne Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservatoverseeingsuring and Wells Colony, and the Yomba Shoshone Tribes .

¹² This provision is adapted from Article III of the [2018 Nashville MLS Soccer CBA](#) between Stand Up Nashville, Inc. and Nashville Soccer Holdings.

7.2. Establishment of the Advisory Council. An Advisory Council (the Council) shall be formed within 90 days of the effective date of this Agreement. The *[insert name of the organization or entity]* will take the lead in convening the initial meetings and support the Council for at least the first six months of its operations. The Council is comprised of the following *[insert the number of members]* members:

- a. *[Insert the number]* representative(s) from the Company, selected by the Company, with at least one representative having the authority to either access Company information or efficiently make requests and have the information provided relative to the implementation of the Agreement.
- b. *[Insert the number]* representative(s) of the CBO, selected by the CBO.
- c. *[Insert the number]* representative(s) of the jurisdiction in which the project is located, whom the jurisdiction shall select.
- d. *[Insert the number]* representative(s) of the local workforce board, whom the local workforce board shall select.
- e. *[Insert the number]* resident(s) of *[insert name]* neighborhoods who shall be chosen and appointed by agreement of CBO and Company;
- f. *[Insert the number]* resident(s) of *[insert name]* neighborhoods who shall be chosen and appointed by agreement of CBO and Company;
- g. *[Insert the number]* representative(s) from an organized labor organization, who shall be chosen and appointed by agreement of CBO and Company;
- h. *[Insert the number]* representative(s) from a local government with jurisdiction over the project area selected by the legislative body.

7.3. Membership of the Council.¹³ The selection and appointment of the Neighborhood Representative shall be governed by the following:

- a. Neighborhoods shall be identified as those most directly impacted by the project.
- b. In the event that the CBO and Company cannot reach an agreement on one or more neighborhood representatives, those representatives shall be chosen and appointed to the Advisory Council by *[insert the name of a trusted third party, such as a Regional Community Foundation]*.
- c. Each Neighborhood Representative shall serve a two-year term and is eligible for reappointment. However, in no case shall a neighborhood representative serve more than *[insert the number]* years in total.

¹³ Membership on the Council can be based on a variety of elements, including geographic areas, socio-demographic groups, and community stakeholders engaged in the CBA negotiations. Whatever criteria are chosen, consider the challenges of having too many or too few groups participating, as well as the role of the Council in relation to the different boards and committees, some of which direct funding or oversee technical compliance issues.

- d. In the event of a vacancy of a Neighborhood Representative, the CBO and Company shall appoint a new representative who serves in that role for the duration of the unexpired term.

7.4. Council Duties.

- a. The Council shall have the duty to track, identify impediments, and report on the implementation of the Agreement, including provisions that are not being implemented or are at risk of not being implemented. The Council shall make the meeting agenda, reports, and other materials shared during the meeting publicly available through a website designated by the Council. The Council may, but is not required to, facilitate the implementation of commitments made in the Agreement.
- b. In carrying out its duties, the Council shall have the authority to review documents, propose questions to the Company and others, and investigate actions and activities committed to in the Agreement. The Council shall have the authority to make specific recommendations for the creation of a corrective action plan, and set timelines, reporting, and monitoring requirements related to the plan. The Council may review and monitor all corrective action plans prepared to address issues related to CBA implementation.
- c. The Council shall review the requirements of the Agreement and establish milestones for the completion of the Agreement's provisions, consistent with the dates and deadlines specified therein.
- d. The Council shall report [*insert quarterly, semi-annually, or annually*] on the implementation of the Agreement. These reports shall be made publicly available through a website designated by the Council. To guide the reporting and ensure consistency and transparency, the Council shall approve key performance indicators and set specific, measurable, achievable, relevant, and time-bound (SMART) objectives.
- e. To further the work of the Council, the Company shall:
 - i. Provide the Council with information regarding site design, construction, and operation.
 - ii. Provide information to the Council regarding permitting, licensing, and granting of other government approvals.
 - iii. Give notice of all non-executive job openings to the Council, including job descriptions.
 - iv. Consider all suggestions made by the Council in a timely manner, and incorporate into their plans any suggestions that the Company may, in its sole discretion, deem advisable.
 - v. Pay all expenses of the Council and the Fiscal Agent, not to exceed \$[*insert dollar amount*] annually for the first [*insert number*] years, and \$[*insert dollar amount*] for each of the following years that the Council operates, but in no instances shall this be more than one year following decommissioning and closure of the facility.

- f. The Council may retain experts or consultants to assist in its duties and responsibilities, including, but not limited to, third-party monitors to support oversight of health, safety, and environmental provisions. The Fiscal Agent shall administer all contracts for these experts and consultants.

Section 8. Funding Obligations

- 8.1. Community Benefit Fund.**^{14 15} The Company shall commit [*insert dollar amount*¹⁶] to provide funding for the Community Benefit Fund, or similar community investment vehicle, subject to the schedule of payments specified in subparagraph (e).
- a. Establishment of Fund.** The Fiscal Agent shall open an [*insert the type of account*¹⁷] account for funding, in whole or in part, activities and projects approved by the Community Fund Committee consistent with subparagraph (c). All money received from the Company shall be deposited into this account. Money in the account shall not be commingled with other funds not specifically and exclusively available for the Community Benefit Fund.
- b. Community Advisory Committee**¹⁸. The Community Fund Committee shall be comprised of [*insert the number*] representatives from impacted communities, including local residents, community-based groups, Tribal nations, public health experts, and other organizations that directly serve impacted low-income communities. The CBO shall make the selection of the members of the Community Fund Committee, which may include one or more members of the Advisory Council.
- c. Use of Funds.** Money in the account shall be used for [*insert the types or categories of eligible uses of money in the Fund*¹⁹], which directly benefits communities in [*insert geographic area*]. The Fiscal Agent shall seek the Committee's advice and approval on the grant-making criteria, including the application process, evaluation criteria, and technical assistance for prospective applicants and awardees. [*Insert a basic framework for determining community-priority project selection.*] Up to [*insert a percentage amount*], not to exceed [*insert a dollar amount*], may be used by the Fiscal Agent annually to cover the direct costs of managing the account.

¹⁴ This provision is adapted from Provisions 16 and 17 of the [2024 CBA](#) between Trailblazer CO2 Pipeline and Bold Education Fund.

¹⁵ This provision is adapted from Provision 4 of Part B, Chapter 1 of the [Integrated Benefits Package Revised Agreement](#) Between Lihir Gold Limited and the People Of Lihir

¹⁶ Overall dollar amounts and payment structures vary based on the size of project, type of agreement (CBA, Host Community Agreement, etc), potential impacts community members, and anticipated profits from the facility. For example, Provision 3 in the Kingsbridge-Amoury [Community Benefits Program Agreement](#) has an initial contribution of \$8 million for a specific list of activities, an additional contribution of \$1 million in-kind services with a CPI increases, and 1% of the annual gross ice rink rental revenue up \$25 million and 2% annual gross ice rink rental revenue exceeding \$25 million. In another example, the upfront dollars are very minimal, but subsequent payments based on the company's market value are greater, as in Provision 11 in Chapter 4 of the [2018 Midas Gold](#) Agreement with multiple Idaho local governments.

¹⁷ The type of accounts can vary based on the purpose of the fund, the administering entity, and related laws, among other considerations. Money can be held in a regular bank account of a Fiscal Agent, or a formal Trust account could be established. Check on the costs and administrative requirements before choosing the type of account where your Community Benefit Fund will be established.

¹⁸ Membership on the Community Fund Committee should be individuals and groups that have a high-level of trust within the community and a track record for working on issues and causes that impact historically disinvested people and neighborhoods.

¹⁹ If you have negotiated a specific list of projects, that list can be added as a separate appendix, and this sentence can be revised to reference that appendix. For example, "money in the account shall be used for the list of projects in Appendix A."

- d. Oversight and Decision-Making.** The Fiscal Agent shall manage the account, including distributions from the account, in consultation with the Community Fund Committee. In the event of a dispute, the Fiscal Agent shall have precedence in matters of fiscal and legal compliance. In matters of community priorities and policies, the Community Fund Committee shall have precedence.
- e. Funding.**²⁰
- i. The Company shall electronically transfer money into the account over the [insert the number of years] term of the Agreement, a [select one - monthly, quarterly, or annual] instalment of funds based on the provisions in subparagraph (2) at the beginning of [insert transfer payment dates, which could be general, such as monthly, or specific dates, such as June 15, 2026].
 - ii. The amount of the instalment shall be [insert either a specific amount or one of the following - production,²¹ or sale royalty²², or revenues exceeding a specified amount²³].
 - iii. The instalments shall be adjusted on an annual basis for CPI from January 1, [insert the year].
- f. Community Space**²⁴. The Community Fund Committee shall engage the community, educational and recreational entities, and other stakeholders in developing recommendations on the use of the Community Space, specified in provision 13.2.
- g. Conflict of Interest.** Employees and contractors of the Fiscal Agent are not eligible to participate in the development of projects funded with Fund proceeds. No person who serves on the Community Fund Committee shall have a personal, financial, or professional interest in any entity that applies to or receives money from the Fund. Consistent with this prohibition, the Fiscal Agent and the Community Fund Committee shall develop a written conflict-of-interest policy that requires annual disclosure of potential conflicts and establishes procedures for recusal and for oversight of the policy.
- h. Investments.** The money in the Account shall be invested in safe, passive, and growth-driven investments endorsed by the Fiscal Agent based on the recommendation of a professional financial and investment advisor. Proceeds of the investments shall continue to be rolled over and shall form part of the money held in the account.

²⁰ Payments into the Community Benefit Fund can be structured in many ways, including one-time funding or ongoing funding. The Agreement should be specific relative to due dates. The amount of the funds can be simply stated or based on royalties or some calculator based on production and/or sales. Consider how compliance can be monitored and consequences for failing to meet the contribution requirements. All relevant items should be included in the Agreement.

²¹ An example of a production-based payment can be viewed in Provisions 16 and 17 of the [2024 CBA](#) between Trailblazer CO2 Pipeline

²² An example of a royalty-based payment can be viewed in Section 7 of the 1995 [Raglan Agreement](#), signed by five Inuit communities and the Raglan nickel mine operating in the Nunavik region of Quebec.

²³ An example of a revenue based payment can be viewed in Provision 3(c) of Kingsbridge-Amoury [Community Benefits Program Agreement](#).

²⁴ This provision is adapted from Provision 3(a)(i) of Exhibit A of the [Community Benefits Program Agreement](#) for the Kingsbridge National Ice Center in the Kingsbridge Armory in the Northwest Bronx.

- i. **Reporting.** The [insert name of Fiscal Agent] shall provide at least quarterly reports to the Council on the deposits and use of the funds. These reports shall be posted on the same website designated by the Council for sharing information on its meetings and tracking implementation of the Agreement.

8.2. Scholarship.²⁵ The Company shall deposit [insert dollar amount] in the Renewable Energy Scholarship Fund for residents of [insert geographic area] to attend education and training courses to learn to install, maintain, and, after appropriate accreditation and licensing, operate [insert related technologies, equipment, and/or facilities, such as geothermal and/or solar power systems]. These deposits shall be made [insert the timeframe, such as annually, and duration of the deposits, such as beginning in years two through 15 of the Agreement].

8.3. Support Local Government Initiatives.²⁶ The Company will continue to provide funding in the amount of \$[insert dollar amount] per year for [insert number] years, which will support the county's existing [insert the names of programs and initiatives].²⁷

Timeline: This provision shall be initiated by the Company within [insert the beginning date] of the execution of the Agreement.

Section 9. Indigenous Rights and Targeted Obligations

[All provisions related to Indigenous rights, as well as programs and services targeted for Tribes and Tribal members, should only be pursued with the consent and approval of each impacted Tribe on all aspects of the provisions. A CBA can be a valuable tool for advancing a Tribe's priorities when the Tribe has the opportunity to define and determine its own priorities and provisions. Community coalitions can support these efforts by creating a space where a Tribe can access information and express their opinions and recommendations. The template includes several examples of provisions that may help start the conversation with a Tribal government on how a CBA may support its members.]

9.1. Mutual Cultural Awareness.²⁸ The [insert the name of the Tribes who have chosen to participate²⁹] and the Company agree to develop a shared educational process by providing cultural awareness training that includes learning more about the [insert the name of the Tribes who have chosen to participate] people and culture, and about what is entailed in the Company's [insert the type of facility, such as renewable energy or mining operation]. The Company will provide the list of employees who will receive such training and identify the individuals who can

²⁵ This provision is adapted from Provision 3(a)(iii) of the [Community Benefits Program Agreement](#) for the Kingsbridge National Ice Center in the Kingsbridge Armory in the Northwest Bronx

²⁶ This provision is adapted from Provision D of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

²⁷ This is an example of how a CBA can be used to increase the alignment between the community and local government. It also provides support for locally popular programs. The local government is now interested in the Company keeping its financial commitments, and the community has a public venue to report late payments

²⁸ This provision is adapted from Provision 1(a) of the [2020 CBA](#) between Nevada Gold Mines and the Confederated Tribes of the Goshutehoney Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservation and Wells Colony, and the Yomba Shoshone Tribe.

²⁹ If the Tribes are not also a signatory to this Agreement, a supplemental agreement with them as signatories should be enacted and a reference to that agreement would be reflected in the CBA.

offer the [insert the type of workforce training] training to the [insert the names of the Tribes]. Each Tribe will provide a list of members from their respective Tribes and Bands to receive training, and the list of who will provide the cultural training to Company personnel. This training will be made available at periodic intervals in the future so that all who require or seek such information can access it.

Timeline: This provision shall be initiated by the Company within [insert the beginning date] of the execution of the Agreement and shall continue [insert the duration].

- 9.2. Access to Land.**³⁰ The Parties agree and respect that [insert the name of the Tribes] may require access to certain lands that are deeded to the Company for necessary prayers, traditional ceremonies, and other cultural activities. The Parties agree that access will be allowed through and/or around Company operations for traditional activities. At all times, the safety of Tribes and Company employees will be the highest priority. To ensure the safety of all Parties, a written procedure approved by the Tribes and the Company will be entered into as soon as it can reasonably be developed and signed. In no case shall the written procedures document be signed more than [insert the number of months] months following the signing of this Agreement. The Council shall offer assistance to the Tribes in preparing these procedures. No Tribe is required to accept this assistance. The Company shall provide the Council with a copy of the agreed-upon procedures.
- 9.3. Cultural Advisory Group.**³¹ The Company shall invite [insert the names of the Tribes and organizations] who have current and ancestral connections to the area potentially impacted by the Project, and invite them to serve on a Cultural Advisory Group with whom the Company can engage as it develops and operates the Project.
- a. The Cultural Advisory Group meets at regular intervals and discusses issues of mutual interest.
 - b. Any Tribe choosing to participate in the Advisory Group will designate representatives for such interaction and ensure that their representative has the necessary information to provide timely feedback.
 - c. The Company shall provide the Group with information regarding site design, construction, and operation, as well as permitting, licensing, and the granting of other government approvals.
 - d. The Company will arrange the location and, if requested by the Group, facilitate the meetings.
 - e. The Company shall initiate this provision within [insert the beginning date] of the execution of the Agreement and shall continue [insert the duration].

³⁰ This provision is adapted from Provision 1(c) of the [2020 CBA](#) between Nevada Gold Mines and the Confederated Tribes of the Goshutehone Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservation and Wells Colony, and the Yomba Shoshone Tribe.

³¹ This provision is adapted from Provision 1(e) of the [2020 CBA](#) between Nevada Gold Mines and the Confederated Tribes of the Goshutehone Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservation and Wells Colony, and the Yomba Shoshone Tribe.

- f. It is acknowledged that the Cultural Advisory Group does not replace or meet state or federal government requirements for Tribal consultation.

Section 10. Employment and Training³²

- 10.1. Local Hire Initiative.**³³ The Company will adopt a "hire local" initiative whereby local workers are sought out and trained by the Company. The Company and the Stakeholder Advisory Council will work together to establish goals regarding the percentage of employees and the types of jobs to be hired locally³⁴. The Parties expressly recognize that highly specialized training is required to safely operate the Company Facility and that nothing herein is intended to prevent the Company from hiring employees necessary to safely and reliably operate the Company Facility. Moreover, nothing herein is intended to interfere in any way with any agreements that will govern the employment of individuals subject to a collective bargaining agreement.

Timeline: This provision shall be implemented by the Company within [*insert the beginning date*] of the execution of the Agreement and shall continue [*insert the duration*].

- 10.2. Paid Internships.**³⁵ The Company will establish an internship program for local youth. This program would provide, to the extent permitted by law, unpaid internships for six college and four high school interns per year to participate in 12-week internships focusing on skills and industries related to Company operations, including [*insert key activities to be covered in this provision, such as power generation, alternative energy development, etc.*].

Timeline: This provision shall be implemented by the Company within [*insert the beginning date*] of the execution of the Agreement and shall continue [*insert the duration*].

Section 11. Entrepreneurship and Local Small Businesses

- 11.1. Local Procurement Plan.**³⁶ The Company, excluding activities related to the initial construction of the project, shall implement a Local Procurement Plan as specified in this Section.

³² Reflective of their established role and demonstrated capacity to organize and negotiate labor standards and benefit, Project Sponsors may have already engaged with and researched separate agreements with labor organizations prior to having discussions with community groups. These agreements may include such issues as collective bargaining and labor neutrality agreements, as well as provisions related to wages, working hours, and employee benefits, and procedures for resolving disputes. It is important for community groups to reach out to labor organizations prior to engaging with the Company to get an understanding of what has already been agreed to and ensure the CBA negotiations do not undercut those agreements. Labor organizations may also have preferred language for agreements. Given all the above, this template provides examples for local hiring and paid internships.

³³ This provision is adapted from Provision E2 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

³⁴ Another option is to negotiate a specific percentage that is specified in the Agreement.

³⁵ This provision is adapted from Provision E4 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

³⁶ This provision is adapted from Provision 7 of the [Community Benefits Program Agreement](#) for the Kingsbridge National Ice Center in the Kingsbridge Armory in the Northwest Bronx.

- a. **Develop a Plan.** The Company shall develop the Local Procurement Plan in collaboration with the Advisory Council and other organizations selected by the Advisory Council, at least six (6) months prior to the procurement of goods and services for the Project.
- b. **Local Capacity to Provide.** The Local Procurement Plan shall include a list of goods and services the Company has procured and intends to procure in connection with the project. It shall also 1) assess the Local Business capacity to provide goods and services to the Project, and (2) identify activities that would support Local Business development to reach the local procurement minimums and targets identified in this Section.
- c. **Company Point of Contact.** The Company shall appoint a senior procurement official to develop, lead, and report on the implementation of the Local Procurement Plan. Such appointees shall subsequently meet quarterly with the Stakeholder Advisory Council to monitor implementation of the Local Procurement Plan and report on progress toward the local procurement minimums and goals identified in this Section.
- d. **Priority of Procurement Awards:** The Company shall award procurement contracts and form partnerships with local businesses in the project's covered area according to the priorities listed below:
 - i. The first priority is to support Local Businesses that comply with Green Business Practices.
 - ii. Second priority to all other Local Businesses.
 - iii. Third priority is for Non-Local Businesses to comply with Green Practices, as specified in the Local Procurement Plan.
- e. **Targeted Impact.** The Company shall:
 - i. Make all diligent efforts, in Good Faith, to ensure that at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of total procurement comes from Local Businesses.
 - ii. Make all diligent efforts, in Good Faith, to ensure that at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of total procurement comes from Minority- and Women-owned business enterprises.
 - iii. Make all diligent efforts, in Good Faith, to ensure that at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of the concessions and catering needs of the Project are covered by Local Businesses, including restaurants.
- f. **Procurement Corrective Action Plan.**
 - i. If the Company fails to meet the targeted procurement numbers set forth in Section 11(E), or fails to fulfill implementation and monitoring activities identified in the Local Procurement Plan, during any reporting period, the Company shall develop as quickly as practicable (but in any event within

two (2) weeks of such Company's failure to achieve the requirements set forth in Section 11(E) for any reporting period) and provide to the Stakeholder Advisory Council for review, a corrective action plan (the "Procurement Corrective Action Plan").

- ii. The Corrective Action Plan shall outline the steps the Company will take during the six (6) months following such Company's failure to achieve the requirements set forth in Section 11(E) to remedy such failures.
- iii. If such Employer fails to provide a timely Procurement Corrective Action Plan or fails to take the steps set forth in such Procurement Corrective Action Plan in a timely manner, the Stakeholder Advisory Council can seek one or both of the following remedies, in addition to any other remedy at law or in equity:
 1. Cause such Company to engage in a Procurement Corrective Action Plan developed by the Stakeholder Advisory Council;
 2. If the Company fails to complete the Procurement Corrective Action Plan within one year, either the Stakeholder Advisory Council or its individual members may seek any additional remedy available in court or in equity, including specific performance.

Section 12. Environmental Mitigation, Monitoring, and Management

12.1. GHG Emission Reduction Program.³⁷ The company will contribute at least *[insert a dollar amount]* annually to the County, dedicated to the development of an emission reduction program targeted to greenhouse gases and PM2.5, among other air pollutants. Timeline: The first payment shall commence no later than *[insert timeline]* into the construction phase, and annual payments shall continue until the *[insert timeline]* first year following the Company's beginning to implement the Decommissioning and Site Restoration Plan, as provided in Section 16.³⁸

12.2. Air Quality Study.³⁹ The Company shall fund a study by an independent expert on toxic air contaminants and criteria air pollutant emissions sources ("Air Quality Study"). In addition to other contaminant and pollutant emissions, the Air Quality Study shall measure emissions of Hydrogen Sulfide and *[insert other contaminants and pollutants]*. The study shall also identify, assess, and make findings and recommendations as to the adequacy of the existing network of air monitors in the air district where the Project is located and any other air district where there is data to support that it is impacted by transport air pollution from the air district where the Project is located. The report shall include this data and all other relevant study results as part of the final study, which will be provided to the regional air quality board and the Council.

³⁷ This provision is adapted from Provision D1 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

³⁸ While this provision focuses on offsite GHG reductions, the form air monitors in the air district in which it would also work for onsite GHG emission reduction proposals.

³⁹ This provision is adapted from Provision A of Article VII of the [2004 CBA](#) between the Los Angeles World Airport and the LAX Coalition.

Timeline: This provision shall be initiated by the Company and funding provided within [*insert the beginning date*] of the execution of the Agreement.

12.3. Air Quality Monitors.⁴⁰ The Company shall fund the placement and maintenance of no less than [*insert the number*] air monitors in the air district where the Project is located during the term of the Agreement. The total number of air monitors and their placement shall be based on the recommendations from the Air Quality Study in 12.2 and coordinated through the Council and the regional air board. The first monitor shall be in place within one year of the study's conclusion, and the remaining monitors shall be in place within [*insert the number of years or a date*] of the final study's submission.

12.4. Health Study.⁴¹ The Company shall fund a study to measure and investigate the [*insert the health issue to be studied*]⁴² by the [*insert the name of the facility or activity*] over ten years, with annual reporting during the ten-year term. The [*name the entity who will lead the study*], in consultation with the Council, Committee, and Group, shall develop a scope of work and objectives for the Health Study. Within 180 days of the effective date of this Agreement, the [*name the entity who will lead the study*] shall initiate consultation with the Council, Committee, and Group. The resulting scope of work and objectives for the Health Study shall be incorporated into the RFP for selection of a contractor to perform the Health Study. Within one year of the effective date of this Agreement, the [*name the entity who will lead the study*] shall release the RFP.

12.5. Best Available Emissions Control Devices Required.⁴³ The Company shall require that all diesel equipment used for construction or operation related to the [*insert the name or type of facility*] be outfitted with the best available emission control devices, primarily to reduce diesel emissions.

Timeline: This provision shall apply to all new equipment upon the execution of the Agreement, and existing equipment shall be retrofitted, where the equipment exists commercially, within [*insert the beginning date*] of the execution of the Agreement.

12.6. Water Quality Plan and Monitoring.⁴⁴ The [*insert the name of the lead entity*] shall establish and administer the Comprehensive Surface Water and Ground Water Protection Program (Water Quality Program) to ensure known pollutants resulting from the Project's development or operation do not negatively impact the environment and health of communities within the watershed, including but not limited to the Covered Area.

a. Program development. The [*insert the name of the lead entity*] shall design, implement, maintain, and oversee the Water Quality Program based on advice from the Water Quality Expert Committee, and in

⁴⁰ This provision is based on the chronic lack of air monitors in numerous parts of the world. A comprehensive network of air monitors near air transport corridors is essential for providing data that is accessible to qualified professionals responsible for reporting. Without this data, unhealthy and illegal conditions can arise, negatively affecting workers and communities.

⁴¹ This provision is adapted from Provision A of Article VIII of the [2004 CBA](#) between the Los Angeles World Airport and the LAX Coalition, Appendices.

⁴² The scope of the study should be based on the type of project and local conditions. In the [2024 CBA](#) between the Los Angeles World Airport and the LAX Coalition, it calls for a study on upper respiratory system impacts, Provision A of Article VIII.

⁴³ This provision is adapted from Provision 2F1 of Article X of the [2004 listed CBA](#) between the Los Angeles World Airport and the LAX Coalition.

⁴⁴ This provision is adapted from Provisions 13.7 of the "[2023 Good Neighbor Agreement](#)" between Northern Plains Resource Council, a grassroots conservation group, and Sibanye-Stillwater, a multinational mining corporation, covering two platinum/palladium mines in south-central Montana.

consultation with the Council. Policies and procedures adopted by the [insert the name of the lead entity] shall be documented through written program guidelines. The program shall include at a minimum all of the provisions below and the related activities and policies listed in Appendices [insert related appendices]⁴⁵:

- i. **Research and Reporting Program.** The [insert the name of the Lead entity] shall design, implement, and maintain the expanded research, testing, and reporting program consistent with the program guidelines and as described in [insert appendix reference].
- ii. **Database.** The [insert the name of the Lead entity] shall design, implement, and maintain an electronic database of data related to surface water, ground water, and aquatic resources consistent with the program guidelines and as described in [insert appendix reference].
- iii. **Water Quality Baseline Report.** In addition to the amounts in subparagraph (d), the Company shall fund, in an amount not to exceed [insert the dollar amount], an independent third-party assessment that will serve as the Baseline Water Quality Review of known pollutants for the Project. Monitoring and reporting will include overall amounts of these known pollutants and comparisons against the baseline data.

Timeline: This provision shall be funded by the Company within [insert the beginning date] of the execution of the Agreement.

- iv. **Ground Water Studies.** In addition to the amounts in subparagraph (d), the Company shall participate in and fund, in an amount not to exceed [insert the dollar amount], supplemental groundwater studies as outlined in the program guidelines.

Timeline: This provision shall be funded by the Company within [insert the beginning date] of the execution of the Agreement.

- v. **Long-Term Fisheries Study.** In addition to the amounts in subparagraph (d), the Company shall fund a long-term fisheries population study as outlined in the program guidelines. The company's obligation shall not exceed [insert the dollar amount] per sampling year.

Timeline: This provision shall be funded by the Company within [insert the beginning date] of the execution of the Agreement and shall continue [insert the duration].

- vi. **Meeting and Inspections.** The Company shall provide the [insert the name of the Lead entity] and the Council with reasonable notice of all scheduled compliance meetings and inspections with government regulatory entities related to surface water, groundwater, or aquatic resource issues. The CBO and up to two additional Council members, selected by the Council, shall have the right to

⁴⁵ If there are existing reports or the CBA negotiation included extensive agreements on certain water quality and monitoring factors, include that information in one or more appendices. Using appendices for more detailed implementation details can be an effective organizational framework.

attend such meetings, inspections, and events unless federal and state environmental laws or regulations prohibit the CBO and Council attendance.

vii. Sampling and Monitoring Events.

1. The Company shall give the [*insert the name of the Lead entity*] and the Council at least 72 hours' notice of all scheduled sampling and monitoring events. The CBO and up to two additional Council members, selected by the Council, shall have the right to attend and observe all such events and shall have the right to enter Company premises for these purposes.
2. **Citizen Sampling.** The Company shall provide the [*insert the name of the Lead entity*], the Water Quality Committee, and Council with the opportunity to conduct Citizen Sampling of water, consistent with the program guidelines, and these events may occur no more than three times per calendar year.

viii. Response and Remedial Actions. The Company shall design, implement, maintain, and fund any programs necessary to implement the response and remedial actions consistent with the program guidelines and described in Appendix [*insert appropriate appendix reference*⁴⁶].

b. Water Quality Advisory Committee. The Water Quality Committee shall be comprised of [*insert the number*] members, including water quality professionals and representatives from impacted communities, including local residents, community-based groups, Tribal nations, public health experts, and other organizations that directly serve impacted low-income communities. The CBO shall make the selection of the members of the Water Quality Committee.

c. Exceedences.

- i. If water quality monitoring indicates exceedences of [*insert the trigger exceedance level*], first, the [*insert the name of the relevant regulatory entity*] shall be notified, and second, the Council shall be notified. In addition to any government regulatory requirements, the Company shall prepare and submit a correction action plan, including cost estimates, to the Council within [*insert a timeframe*]. To the extent that a correction action plan required by the government regulatory body is consistent with the standards in this Agreement, the Company may submit the same plan.
- ii. The Company commits to taking immediate action to stop, or at least significantly reduce, the discharge of pollutants or toxins to meet the standards set forth in this Agreement within 24 hours of receiving notice of an exceedance.
- iii. If water quality monitoring indicates additional exceedences from the same event that triggered the original exceedance, the [*insert the name of the lead entity*], in consultation with the Council,

⁴⁶ For an example of Response and Remedial Action provisions see Section 10.0 of Appendix L of the "[2023 Good Neighbor Agreement](#)" between Northern Plains Resource Council and Sibanye-Stillwater covering two platinum/palladium mines in south-central Montana.

shall consider the following factors in determining the additional technologies and practices required to be implemented: the context and magnitude of the exceedance, trends in groundwater and surface water quality, and previous Company operational and capital expenditures.

- d. Funding.** The Company shall fund the development and implementation of the Water Quality Program through an annual payment of [insert the dollar amount] to the [insert the name of the lead entity] over the [insert the number of years] term of the Agreement. The first payment to the [insert the name of the lead entity] shall be within [insert time frame] of the signing of the Agreement. The amount of the Company's annual payment shall be adjusted in the third year of the Agreement on an annual basis for CPI from January 1, [insert the year].
- e. Conflict of Interest.** Employees and contractors of the [insert the name of the lead entity] and no person serving on the Water Quality Committee shall have a personal, financial, or professional interest in the Company. Consistent with this prohibition, the [insert the name of the lead entity] and the Water Quality Committee shall develop a written conflict of interest policy.
- f. Reporting.** The [insert name of lead entity] shall provide at least quarterly reports to the Council on the activities and findings of the Water Quality Program. These reports shall be made publicly available on the website selected by the Advisory Committee for this purpose.

12.7. Advocacy and Strategic Support.⁴⁷ The Company will support public policy engagement activities related to [insert the public policy topic, such as renewable energy interconnections to the National Grid].

12.8. Ban of Certain Practices.⁴⁸ The Company agrees that neither the Company nor any Affiliate shall engage, or assist others, in [insert the name of the banned practice(s)] for the term of this Agreement or the length of time that the Company, its Affiliates, controls or engages in activities in the Covered Area, whichever is longer.

Section 13. Community Facilities and Infrastructure

13.1. Pavement and Road Repairs.⁴⁹ The Company will contribute [insert dollar amount] per year for [insert the number of years] consecutive years to a fund that will be applied towards pavement management and roadway repair on and around the surrounding roadways. The first payment shall be made within [insert beginning date or number of months] month(s) of the Company receiving the first construction permit on the project site and annually thereafter.

⁴⁷ This example is adapted from Provision F2 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

⁴⁸ This provision is adapted from Provision 1.01 of Article 1 of the [2019 Mining Practices Agreement](#) between Sandfire Resources and the [Meagher County Stewardship Council](#).

⁴⁹ This provision is adapted from Provision F1 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

- 13.2. Community Space.**⁵⁰ The Company will develop and build out the Community Space on its site and provide, or hire contractors to provide, services in connection with such development, including conducting environmental studies, designing and engineering, purchasing equipment for the Community Space, making improvements to the Community Space, including making capital or expense expenditures inside the Project and in the immediate vicinity. The [insert the name of the lead entity] shall be the lead providing programming and overseeing the space. Recommendations on the use of the space shall be provided by the Community Fund Committee in accordance with provision 8.1(f). Timeline: This provision shall commence within [insert the number of years] years of the execution of the Agreement.
- 13.3. Childcare.**⁵¹ The County Planning Department will ensure that the Company reserves within the project footprint no less than [insert the square footage or other indication of the size] for a childcare facility. The childcare facility shall be in close proximity to an easily accessible parking area and have sidewalks suitable for strollers. The Advisory Council will [insert be consulted or approve] an acceptable party to provide such services. If required, CBO will work with the Company to help procure funding for the childcare location. The Company will provide initial seed funding in an amount that, combined with the procured funding, will be sufficient to allow the childcare location to operate for the first three years. The childcare facility shall be operational within two months of the building's receipt of its occupancy permit.
- 13.4. Sidewalks.**⁵² The Company will fund and construct an improved sidewalk along [insert the name of one or more streets] for the length of the entire Company's site in coordination with the [insert the name of the government entity responsible for transit in the project area, such as a regional transit district] prior to the completion of construction of the [insert facility type].
- 13.5. Trails and Historic Preservation.**⁵³ The Company will build a multipurpose bike-and-pedestrian trail and provide signage / environmental graphics to encourage public access. The Company will coordinate design, placement, content, and timing of the trail and signage with the local [insert the name of local Main Street Program or Tourism Board] and the County's Planning Department.
- 13.6. Public Access.**⁵⁴ The Company will provide a maintenance plan for the publicly accessible areas on the [insert a geographic location] edge of the site prior to any development of [insert the name of a component of the overall project development].

⁵⁰ This provision is adapted from Provision 3(a)(i) of Exhibit A of the [Community Benefits Program Agreement](#) for the Kingsbridge National Ice Center in the Kingsbridge Armory in the Northwest Bronx.

⁵¹ This provision is adapted from Provision 1(a) of Article II of the [Nashville MLS Soccer CBA](#) between Stand Up Nashville, Inc. and Nashville Soccer Holdings.

⁵² This provision is adapted from Provision F2 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

⁵³ This provision is adapted from Provision C6 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

⁵⁴ Ensuring certain areas remain publicly accessible may be important if the proposed facility or operation could limit access to a nearby public walkway, bikepath, conservation area, park, transit center, or other resource. This example is adapted from Provision C4 of Section II of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

Section 14. Access To Information and Confidential Information⁵⁵

- 14.1. Nondisclosure.** All rights, title, and interest in Confidential Information disclosed pursuant to this Agreement are reserved by the Disclosing Party, and the Receiving Party will not use such Confidential Information disclosed to it by the Disclosing Party to benefit itself or others, except for the limited purpose in accordance with this Agreement.
- 14.2. Exceptions.** The confidentiality obligations included in this Section shall not apply to information which a Party can clearly demonstrate:
- a. Is in the public domain prior to the date of disclosure or is subsequently disclosed to the public through no fault or act of the receiving Party;
 - b. Is rightfully obtained by a receiving Party from a Third Party not obligated to preserve its confidentiality, who did not receive the material or information directly or indirectly from the disclosing Party;
 - c. Is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party; and
 - d. Was lawfully in the receiving Party's possession prior to obtaining it from the disclosing Party, as shown by pre-existing records.
- 14.3. Authorized Disclosures.** A receiving Party also may disclose Confidential Information of the disclosing Party to the extent required by a court or by a Regulatory Authority.

Section 15. Dispute Resolution And Enforcement⁵⁶

- 15.1. Mediation.** Where this Agreement expressly calls for the Parties to enter into further agreements, the Parties shall meet and confer in Good Faith to seek such further agreement. If either Party concludes that such a meet and confer has reached an impasse, they may so declare, in which case the Parties shall jointly select a mediator from the *JAMS Mediation*,⁵⁷ *Arbitration and ADR Services*, or other professional mediation entity mutually agreeable to all parties to this Agreement. If the Parties are unable to agree upon a mediator, they shall jointly request that JAMS assign a mediator meeting the foregoing criteria.

The Parties shall hold a non-binding mediation within 30 days following a Party's notice of impasse, the cost of which shall be shared equally. Such mediation shall be the sole means of resolving disputes over the failure to reach further agreements expressly required under this Agreement, although nothing in this Section 9.1 shall preclude either Party from bringing a complaint pursuant to the procedures set forth in Sections 9.2 to 9.6, alleging that the other side has failed to meet and confer in Good Faith.

- 15.2. Scope and Initiation.** The Parties agree that all other disputes regarding the interpretation or application of this Agreement shall be resolved in accordance with the procedures set forth in Sections 15.2 to 15.6, which shall be

⁵⁵ This provision is adapted from Article XII from the [2011 Exclusive Supply Agreement for](#) recombinant L-Asparaginase.

⁵⁶ This provision is adapted from Article VII of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America. An example of another dispute resolution model is in Section 9 of the [1995 The Raglan Agreement](#) between Makivik Corporation, Qarqalik Landholding Corporation of Salluit, Northern Village Corporation of Salluit, Nunatulik Landholding Corporation of Kangiqsujuaq, Northern Village Corporation of Kangiqsujuaq, AND Société Minière Raglan du Québec Ltée.

⁵⁷ [JAMS](#) Employment Arbitrators & Arbitration Services is a nationally known entity that maintains a roster of experienced mediators and arbitrators specializing in labor and employment disputes.

the sole and exclusive means of redressing all issues and disputes related to its interpretation or application. Either Party may commence these procedures by sending a written complaint to the other Party’s contact person listed in Section 22. The guiding principle for resolving disputes regarding this Agreement shall be the positive atmosphere of community-employee-company relations that all Parties desire to establish and maintain. Towards that end, each Party shall designate a representative with decision-making authority to resolve such complaints. Following receipt of a complaint, the Parties’ designated leaders shall endeavor to meet within three business days. During the process described in Sections 15.2 to 15.6, the Parties shall engage in Good Faith exchanges of information that is germane to the resolution of the dispute. When the Parties agree that a violation has occurred and it is correctable, the Party responsible for the violation will make a good-faith effort to correct the problem immediately.

- 15.3. Response Timeline.** If a dispute described in Section 15.2 is not resolved by the Parties’ designated leaders, the responding party shall endeavor to respond to the complaining party within fourteen (14) days after the meeting of the Parties’ designated leaders is held pursuant to Section 15.2.
- 15.4. Binding Arbitration.** In the event that the Parties are unable to resolve any disputes pursuant to Section 15.3, the complaining Party may submit the matter to binding arbitration, provided that the Party gives the other Party at least 30 days’ notice. The arbitrator (the “Arbitrator”) shall be a member of JAMS Mediation, Arbitration and ADR Services, or other professional mediation entity mutually agreeable to all parties to this Agreement. The Party that notices the complaint shall request a list of seven such arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). The Parties shall alternatively strike arbitrators from this list, with the first strike determined by coin toss.
- 15.5. Compliance with Arbitrator Order.** The Parties agree to comply with any order of the Arbitrator, which shall be final and binding upon them. Any court of competent jurisdiction in the State of *[insert state]* shall have jurisdiction over any action to compel arbitration, or to vacate, enforce, or confirm an arbitration award involving the facility, or if no federal jurisdiction exists, the *[insert name of reluctant state circuit court]* shall have such jurisdiction. The Parties agree that actions to compel arbitration, or to confirm, enforce, or vacate an arbitration award under this Agreement shall be governed by the Federal Arbitration Act, as that law is in effect from time to time during the term of this Agreement, or if no federal jurisdiction exists over such action, the laws of the *[insert the name of the state]*.

Section 16. Decommissioning and Closure⁵⁸

- 16.1. Decommissioning and Major Equipment Retirement.** The Parties acknowledge that the Company shall be obligated to decommission and remove the entire Project Facility at the end of its useful life or upon permanent cessation of its operation in conformity with Applicable Codes, the Decommissioning and Site Restoration Plan (as defined in Section 16.2), and the relevant state/federal Permit (“Decommissioning”). The Parties further acknowledge that one or more pieces of Major Equipment may, from time to time, need to be retired and removed prior to the end of the useful life of the Project Facility. The Company shall have no obligation to replace retired equipment. Except as provided in the Decommissioning and Site Restoration Plan as specified in Section 16.2, the

⁵⁸ These provisions are adapted from Article VII of the [2021 Host Agreement](#) between the Town of Ripley and Connectgen Chautauqua County LLC regarding the South Ripley Solar Project.

manner and timing of Decommissioning and Equipment Retirement shall be at the Company's sole discretion. Still, such discretion shall not be exercised in a manner inconsistent with the relevant state/federal Permit, or any applicable provisions of the County or Regional Permitting Board's laws incorporated by the appropriate state/federal Permit.

- 16.2. Standard of Decommissioning.** Decommissioning shall also involve site restoration activities. The standards of Decommissioning, including site restoration, shall be as required by the relevant state/federal Permit and set forth in a written plan (the "Decommissioning and Site Restoration Plan"). The Company shall provide the Stakeholder Advisory Council, the County, and the Regional Permitting Board with a copy of the Decommissioning and Site Restoration Plan upon completion of the relevant state/federal permit Process. The Company's responsibility for site restoration in the context of Decommissioning shall not extend beyond the requirements of the Decommissioning and Site Restoration Plan, except as may be required by local, state, and federal requirements that apply. Decommissioning pursuant to this Agreement shall be deemed complete when all requirements of the Decommissioning and Site Restoration Plan have been satisfied.
- 16.3. Failure to Perform Decommissioning; Third Party's Right to Perform Decommissioning Activities.** In the event the Company fails to perform necessary Decommissioning activities as set forth in the Decommissioning and Site Restoration Plan, a Third Party approved by the County Board of Supervisors shall have the right to perform such Decommissioning activities in accordance with the terms of the Decommissioning and Site Restoration Plan.
- 16.4. Expense of Decommissioning.** In the event the Third Party carries out Decommissioning activities as set forth in Section 16.3 hereof, the Company shall indemnify the Third Party for expenses reasonably incurred by the Third Party in connection with performing Decommissioning activities, net of any salvage value obtained by the Third Party for decommissioned components of the Project Facility.
- 16.5. Decommissioning Security.**
- a. Establishment of Decommissioning Security.** The Decommissioning and Site Restoration Plan will require the Company to provide the *[insert legislative body or government agency responsible for overseeing the decommissioning process]* with financial security for Decommissioning ("Decommissioning Security"). The Decommissioning and Site Restoration Plan will include the amount of such Decommissioning Security, the form of the Decommissioning Security, the date by which the Decommissioning Security must be put in place, and requirements for potential adjustment thereof during the Term of the Agreement. The amount of such Decommissioning Security shall be calculated without regard to the salvage value of Project Facility components and shall remain fixed during the Term, except as provided herein. The amount of the Decommissioning Security shall be initially calculated as part of the relevant state/federal Permit Process and shall be recalculated by a third-party independent engineer with *[insert type of facility]* project experience, selected by the Company with the consent of the *[insert legislative body or government agency responsible for overseeing the decommissioning process]*, which consent shall not be unreasonably withheld, at the Company's expense, every five (5) years during the Term, with the first recalculation occurring on or before the fifth anniversary of the Commercial Operation Date. The Decommissioning Security shall be in the form of: 1) a Company cash deposit governed by an escrow agreement, 2) a surety bond, 3) a guaranty from an entity of reasonable and appropriate creditworthiness, or 4) a standby letter of credit, with the type of security at the Company's election and with the form of the instrument on reasonable and customary terms subject to the approval

of the *insert legislative body or government agency responsible for overseeing the decommissioning process*], which shall not be unreasonably withheld, conditioned, or delayed.

- b. Use of Decommissioning Security.** In the event the Company fails to perform Decommissioning activities required by the Decommissioning and Site Restoration Plan (“Decommissioning Default”), the Permitting Authority shall provide written notice to the Company of such Decommissioning Default and the Permitting Authority’s intent to call on the Decommissioning Security for the purpose of carrying out and completing Decommissioning. The Company shall have the right to cure any claimed Decommissioning Default; provided, however, that the Company may only exercise its right to cure if it provides the *insert government legislative body or agency that will oversee the decommissioning process*] a written schedule for the completion of Decommissioning activities required by the Decommissioning and Site Restoration Plan (“Decommissioning Schedule”). If the Company fails to provide such a Decommissioning Schedule and commence curative Decommissioning activities within thirty (30) days after the Company’s receipt of notice from the Town of a claimed Decommissioning Default, the Town shall have immediate access to the Decommissioning Security solely for the purpose of and only to the extent necessary for completing Decommissioning.
- c. Expiration.** The Company shall maintain the Decommissioning Security throughout the Term and until Decommissioning is completed in accordance with the Decommissioning and Site Restoration Plan. The Company’s Decommissioning obligations, as set forth in the Decommissioning and Site Restoration Plan, shall survive the termination of this Agreement but shall expire once all Company obligations under the Decommissioning and Site Restoration Plan have been met.
- d. Bankruptcy and Decommissioning Security.** The Decommissioning Security established by this Agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding.

Section 17. Force Majeure

It is understood and agreed that the Parties to this Agreement shall make a reasonable and Good Faith effort to fulfill their obligations under this Agreement. If and to the extent, but only to the extent, that either Party is prevented from performing its obligations hereunder by an event of force majeure, such Party shall be excused from performing hereunder for said period, and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in Good Faith with respect to appropriate modifications to the terms hereof.

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the

United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall provide the other Party with written notice of a Force Majeure Event within five (5) working days after the Impacted Party, acting in Good Faith and using reasonable diligence, reasonably determines that a Force Majeure Event will impact its operations to the extent that its performance under this Agreement will be delayed or frustrated, including with such notice the Impacted Party's reasonable estimate of the duration of the Force Majeure Event and the expected time of performance by the Impacted Party, if any. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume its performance under the Agreement as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

Section 18. Indemnification⁵⁹

The rights and obligations of the Company and CBO are individual and not joint and several. Each party shall be responsible only for the payments and obligations specifically assigned to it herein and shall not in any way be responsible for payments and obligations specifically assigned to another party. Obligations of the Company herein that do not specifically require funding shall be interpreted as being on a commercially reasonable basis and not to require the Company to incur expenses, impair property rights, or cede value or opportunities, except with compensation deemed sufficient by the Company at its sole discretion.

Section 19. Transfer and Assumption

19.1. Binding.⁶⁰ This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, successors in interest, mortgagees, nominees, shareholders, trustees, directors, officers, agents, employees, and affiliates (collectively, "Representatives"), to the fullest extent permitted by law. Any agreement for sale or an agreement for a merger or acquisition, including ownership or control of the Company, shall be subject to the obligations of this Agreement.

19.2. Assumption.⁶¹ The assumption of this Agreement and the obligations thereunder shall be a specific condition of any sale or transfer of the Plant or the Site or any substantial interest therein during the term of this Agreement to any party not an affiliate of the Company. The Company may in their discretion transfer its interests, rights, and obligations hereunder to any parent or affiliate by assignment, merger, or otherwise without the prior approval of the CBO, and may also in its discretion collaterally assign such interests as security to the Parties providing construction or long-term financing for the plant without the prior approval of the CBO, but written notice of such

⁵⁹ This provision is adapted from Provision 2 of Article VI of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

⁶⁰ This provision is adapted from Provision 1 of Article VI of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

⁶¹ This provision is adapted from Provision 1 of Section VI of the [2014 CBA](#) between Footprint Power Salem Harbor Real Estate LP, Footprint Power Salem Harbor development LP, and the City of Salem, Massachusetts.

transfer shall be given. The CBO shall execute any and all acknowledgments and other documentation required by such financing Parties in connection therewith. Any other transfer by the Company of its interests, rights, and obligations under this Agreement shall require the prior approval of the CBO, such approval not to be unreasonably withheld or delayed. Provided, however, that the sale of the Company to a third party shall not require the prior consent of the CBO so long as the rights and obligations hereunder are also transferred.

Section 20. Severability

20.1. Severability.⁶² The Parties agree that, in the event any article, provision, clause, sentence, or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that, if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or word that will meet the validity objections and that will be in accordance with the intent and purpose of the article, provision, clause, sentence, or word in question.

The Parties further agree that, if they are unable to agree on such an alternative article, provision, sentence or word, a court of competent jurisdiction may reform any clause, sentence or word in this Agreement if needed to ensure its legality, so long as the reformation is in accordance with the intent and purpose of the article, provision, clause, sentence, or word in question.

Section 21. Law Interpretation and Amendments

- 21.1. Interpretation.**⁶³ This Agreement shall be interpreted under the substantive law of the State of *[insert state]* without reference to the choice of law or conflicts of law principles thereof.
- 21.2. Paragraph Headings**⁶⁴. Paragraph headings are provided herein for convenience only and shall not serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the Parties.
- 21.3. Consolidation.**⁶⁵ The agreement restates in their entirety the terms and conditions of that certain Collaborative Agreement – *[insert the full name of the prior agreement and the date on which it was last signed]* between the

⁶² This provision is adapted from Article VIII of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America

⁶³ This provision is adapted from Provision 8.3 of the [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America

⁶⁴ This provision is based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

⁶⁵ This provision is intended for situations in which this Agreement seeks to incorporate the terms of an earlier agreement while adding enforcement mechanisms and/or oversight. It can also be used if this Agreement modifies or replaces a prior agreement. If there are no prior agreements, this provision can be omitted. The template provisions serve as an example of how to reference a prior CBA and clearly state its relationship—whether it is related or completely independent—which can reduce the risk of misinterpretation. This example is adapted from subdivision (b) of Section 3 [2020 CBA](#) between Nevada Gold Mines and the Confederated Tribes of the Goshutehone Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservation and Wells Colony, and the Yomba Shoshone Tribe.

Parties. The [*insert the full name of the prior agreement*] shall remain in effect until the Parties hereto execute this Agreement.

21.4. Amendments.⁶⁶ No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing that specifically references this Agreement, and that is executed by both Parties to this Agreement.

Section 22. Notice⁶⁷

22.1. All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given (a) when personally delivered, (b) when sent by electronic mail or (c) one Business Day after being sent by reputable overnight express courier (charges prepaid). Unless another address is specified in writing, notices, requests, demands, and communications to the Parties shall be sent to the addresses indicated below:

[*insert full name of the CBO, the contact person, and their contact information.*]

[*insert full name of the Company, the contact person, and their contact information.*]

Section 23. Miscellaneous Provisions

23.1. Complete Agreement.⁶⁸ This Agreement constitutes the entire agreement and undertaking of the Parties and supersedes all offers, negotiations, and other agreements. There are no representations or undertakings of any kind not set forth herein.

23.2. Certification of Authority to Enter into Agreement.⁶⁹ Each of the Parties represents to the other that it has the requisite power and authority to enter into this Agreement.

23.3. No Waiver.⁷⁰ The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent Default. Unless specifically stated, the selection of any specific remedy hereunder shall not be deemed an election of remedies limiting any Party's right to seek any other remedy otherwise allowed by this Agreement.

⁶⁶ This provision is adapted from the [2023 Good Neighbor Agreement](#) between Town of Ripley and Connectgen Chautauqua County LLC

⁶⁷ This provision is adapted from Article XIII of a [2022 CBA between New Flyer of America Inc.](#), Greater Birmingham Ministries, and Jobs to Move America. Another example can be found in Section 11.1 of the 2021 Host Community Agreement between the [Town of Ripley and Connectgen Chautauqua County LLC](#).

⁶⁸ This provision is adapted from Provision 14 of the [2019 Host Community](#) Agreement between Eight Point Wind, LLC and the Town of West Union, New York

⁶⁹ This provision is adapted from Provision 15 of the [2019 Host Community](#) Agreement between Eight Point Wind, LLC and the Town of West Union, New York

⁷⁰ These provisions are adapted from a [2021 Host Agreement](#) between the Town of Ripley and Connectgen Chautauqua County LLC regarding the South Ripley Solar Project.

- 23.4. Materiality of Breach.**⁷¹ Any breach of this Agreement, at the option of any Party, shall be treated as material and a complete failure of consideration, provided, however, that before any Party may treat any breach as a material breach, such Party must first inform the other Party in writing and give the other Party a reasonable opportunity to cure the breach, as provided in Section 15.
- 23.5. Prospective Claims.**⁷² The releases in this Agreement are limited releases that apply only to claims relating directly or indirectly to the approvals of the Project and shall not apply to any claims, demands, obligations, responsibilities, suits, actions, or causes of action arising out of the failure of any Party to perform its obligations as set forth in this Agreement.
- 23.6. Enforcement.**⁷³ The Parties agree that money damages would be an inadequate remedy for any breach (or threatened breach) of this Agreement, and agree that this Agreement may be enforced without the requirement of posting a bond by a preliminary or permanent, mandatory, or prohibitory injunction, by a decree of specific performance, or other such order or decree of a court of competent jurisdiction. The agreed remedies set forth herein shall not be construed to limit or derogate from any legal or equitable remedy authorized by applicable law. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees, costs, and expenses reasonably incurred, including expert witness fees.
- 23.7. Related Litigation.**⁷⁴ For agreements intended to be part of a litigation resolution, [here](#) are additional provisions to consider including in the CBA.
- 23.8. No Obligation to Develop.**⁷⁵ Nothing in this Agreement obligates Company to proceed with development of the Project, and the Parties acknowledge that the decisions of whether or not to proceed with such development, and the timing of such development, are solely within Company's discretion.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

[Insert full name of the Community Coalition CBO]

⁷¹ This provision is based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

⁷² This provision is based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

⁷³ This provision is based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

⁷⁴ These provisions are based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

⁷⁵ This provision is based on advice from Counsel, who examined the agreement for any missing issues. It does not constitute an opinion on the legality of the provision. The CBA should be drafted by a legal professional who is licensed to practice in the state and country where the Agreement is being signed.

By: _____

Name:

Title:

[*Insert full name of the Company*]

By: _____

Name:

Title: