



Middlebury College

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made in duplicate this 20TH day of AUGUST, 2021, by and between The President and Fellows of Middlebury College and their subsidiaries (hereinafter designated as "INSTITUTION") and the citizens of the Nulhegan Band of the Coosuk-Abenaki, (hereinafter designated as "LICENSEE").

In consideration of the mutual covenants hereinafter stated, and in accordance with the following terms and conditions:

- I. **Grant of License:** INSTITUTION hereby grants LINCENSEE permission to gather plants for non-commercial purposes for food, medicine, craft and ceremonial uses on the INSTITUTION'S lands in Middlebury, Cornwall, Ripton and Hancock, Vermont, as shown in Appendices 1 and 2, not including the INSTITUTION'S Main Campus in Middlebury, Vermont, not including leased farmland fields in Middlebury and Cornwall, Vermont, and not including Bread Loaf Campus and Ecological Protection Zones, all demarcated on Appendices 1 and 2.
- II. **Rights of License:** LICENSEE is permitted to gather/collect/harvest plants or plant parts for NON-COMMERCIAL purposes for food, medicinal, craft or ceremonial use, in accord with the following **Special Conditions:**
 - A. **FOR EASEMENT LANDS, as shown on map in Appendix 2:**
 - i. Harvesting on Middlebury College lands in Ripton must be consistent with the purposes of the Deed Restriction, which are
 1. to maintain in a natural condition that which is currently in a relatively natural state
 2. to conserve and protect outdoor recreational resources of the lands
 3. to conserve and protect features that support the educational mission and programs of Middlebury College
 4. to prevent uses or development that would adversely affect the values, features, resources and opportunities provided by these lands.
 - ii. Harvesting is prohibited in the Ecological Protection Zones as shown on the Appendix 2 map.

B. FOR ALL LANDS as shown in Appendices 1 and 2, INCLUDING THOSE WITH CONSERVATION EASEMENT:

- i. Harvesting is to be conducted in a sustainable manner that strives for populations that are the same size or larger the year following harvest.
- ii. Only hand tools may be used during hunting and gathering activities. No motorized equipment is permitted.
- iii. Amounts harvested must be able to be carried out by a person in bags or baskets. No wheeled carts or devices are allowed.
- iv. INSTITUTION reserves the right for the Lands Manager or their assignee to accompany collectors and mark places where harvesting occurs.
- v. Tapping maple and/or birch, or other species of trees is prohibited unless
 1. special written permission is obtained, and
 2. the tapping and sap collection and boiling activities are part of an educational effort that involves Middlebury College students, and
 3. these activities are planned and conducted in consultation with the INSTITUTION'S Lands Manager and College Horticulturist.
- vi. LICENSEE shall not collect any state or federally listed rare, threatened, or endangered species or American ginseng.
- vii. LICENSEE shall not collect bark from any species of ash (*Fraxinus* spp.), which includes white, green and black ash without prior permission from the Lands Manager.
- viii. Hunting and trapping are allowed on INSTITUTION'S lands in accord with all State and Federal laws and regulations. Individuals hunting and trapping are requested to notify Lands Manager each hunting season in order to help us partner with hunters and trappers in stewardship monitoring of the lands.
- ix. LICENSEE shall not conduct activities in connection with this license in any such manner that would cause damage to INSTITUTION'S lands' trails, roads, ecosystems, and buildings, or that would present hazards to other visitors to INSTITUTION'S lands.
- x. This License does not grant LICENSEE permission to camp overnight on INSTITUTION'S lands. Camping is not allowed unless under Permit for specific activities and/or events pursuant to separate Permits or Licenses.
- xi. This License prohibits LICENSEE from starting or using open fires on INSTITUTION'S lands as part of collecting, gathering and harvesting activities. Open fires are not allowed unless under Permit for specific activities and/or events pursuant to separate Permits or Licenses.

- xii. INSTITUTION lands being used under the purposes, intent and conditions of this license shall be maintained in the condition in which the lands existed prior to harvesting, which includes removing all LICENSEE'S trash or rubbish and all equipment and personal property brought to the collecting sites.
- xiii. No permanent buildings or structures shall be erected upon the INSTITUTION lands. Temporary structures, such as hunting blinds and stands are permitted in consultation with the Lands Manager. All structures of any kind are prohibited in Ecological Protection Zones. All temporary structures must be removed in a timely manner by the end of each hunting season for which are they put in place. Stands and hunting blinds may not be nailed to trees.

III. Notifications:

- a. Collectors are requested to contact the INSTITUTION'S Lands Manager at lands@middlebury.edu or 802-443-3239 at least 1 day prior to a planned harvest.
- b. LICENSEE will send a written or voice report of collection activities, including what was harvested and from what location, to INSTITUTION'S Lands Manager, by email lands@middlebury.edu or phone 802-443-3239, to help INSTITUTION better understand the uses on the lands.

- IV. Liability:** By acceptance of this license, LICENSEE assumes all risk and liability for: 1) losses, damage or injury to licensed lands and premises of INSTITUTION, and to any property upon the same, due to LICENSEE negligence or willful misconduct; 2) any injury or harm that may occur as a result of LICENSEE's improper collection or ingestion of berries, nuts, fungi, invasive or wild plants, be they known to be poisonous or otherwise, gathered, collected or harvested from INSTITUTION'S lands; and 3) injury or death that occurs during activities permitted under this license. LICENSEE agrees to indemnify and hold harmless INSTITUTION, its successors or assigns, for all claims, demands, expense (including, without limitation, reasonable attorney's fees), and other liability whatsoever by reason of any such loss, damage, injury or death, even in the event the INSTITUTION is alleged or found to be partially negligent. However, LICENSEE shall not be obligated to so indemnify the INSTITUTION in the event the INSTITUTION is proven to be solely negligent.

- V. Term:** The term of this license is for two (2) years, commencing on the date of signing below. This Agreement may be amended at any time by the mutual, written consent of the signatories or their duly authorized representatives. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer or representative of each of the parties.

VI. Right to Terminate:

- a. Notwithstanding anything to the contrary, INSTITUTION, or its successors or assigns, may terminate this license for any portion of INSTITUTION lands or for the entirety of lands, or for specific species of plants, or assign permission to other appropriate INSTITUTIONAL lands in the event that:
 - i. INSTITUTION deems activities per this LICENSE are incompatible with other uses or protections of the lands; or
 - ii. INSTITUTION finds that collecting is causing harm to populations or ecosystems.
- b. LICENSEE may terminate this License Agreement at any time by indicating its intention to do so in writing to INSTITUTION.
- c. LICENSEE shall remove all tools, equipment, materials and/or temporary structures from INSTITUTION lands within seven (7) days of LICENSE termination.

VII. Assignment of License: This LICENSE is issued to the LICENSEE herein named, and is not assignable to any other individuals, groups or organizations.

VIII. Applicable Law: This LICENSE shall be governed by and interpreted in accordance with the laws of the State of Vermont.


Renewal: LICENSE may be renewed for two (2) year periods. Two (2) months' prior to the termination date, either party shall give notice of its intent to renew/modify/terminate the Agreement. No renewal or modification of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer or representative of each of the parties.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

WITNESS:

Marc Lapin

The President and Fellows of Middlebury College

By: 
Matt Curran, Director of Business Services

Marc Lapin

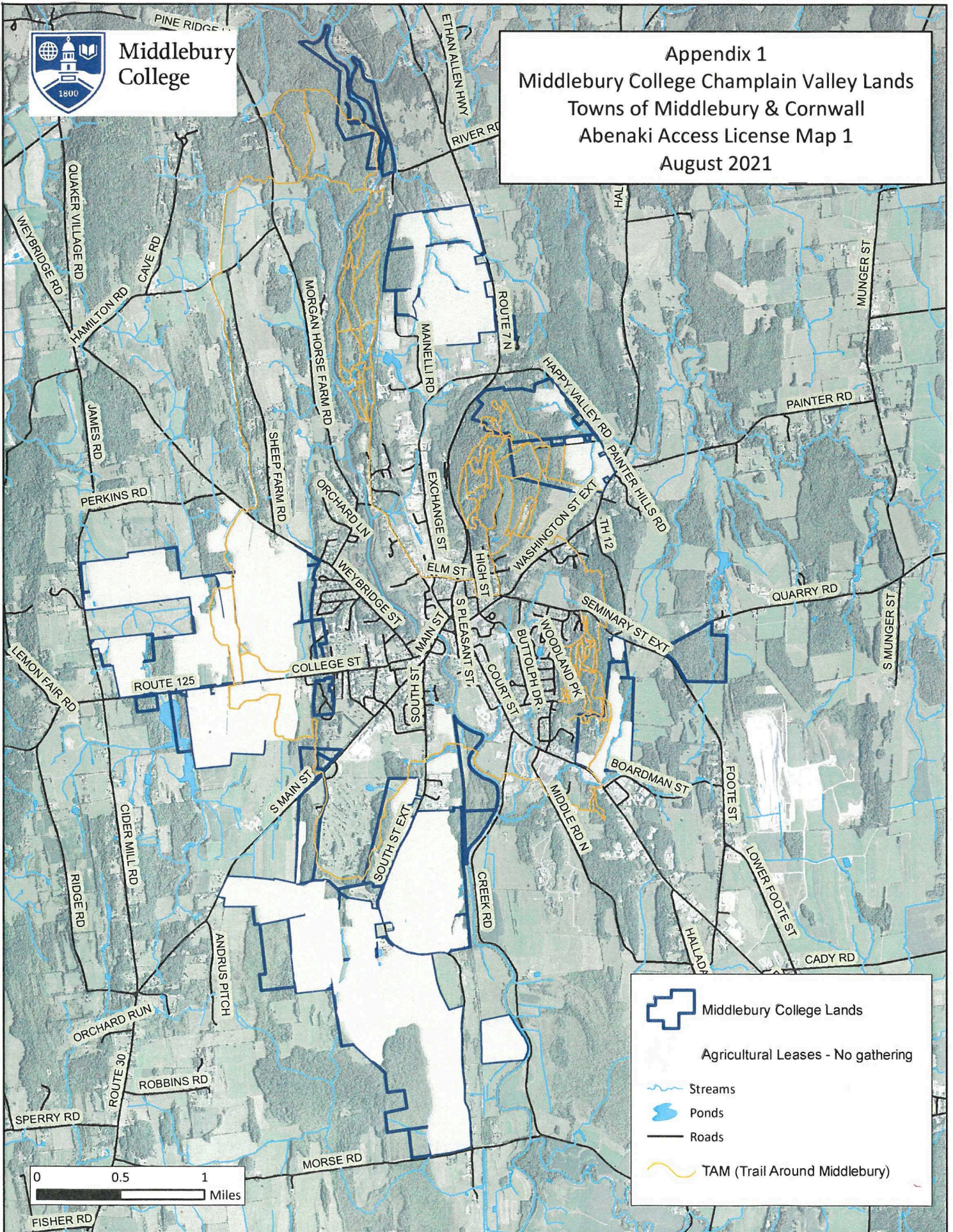
Nulhegan Band of the Coosuk-Abenaki

By: 
Don Stevens, Chief



Middlebury College

Appendix 1
Middlebury College Champlain Valley Lands
Towns of Middlebury & Cornwall
Abenaki Access License Map 1
August 2021



Middlebury College Lands

Agricultural Leases - No gathering



Streams



Ponds



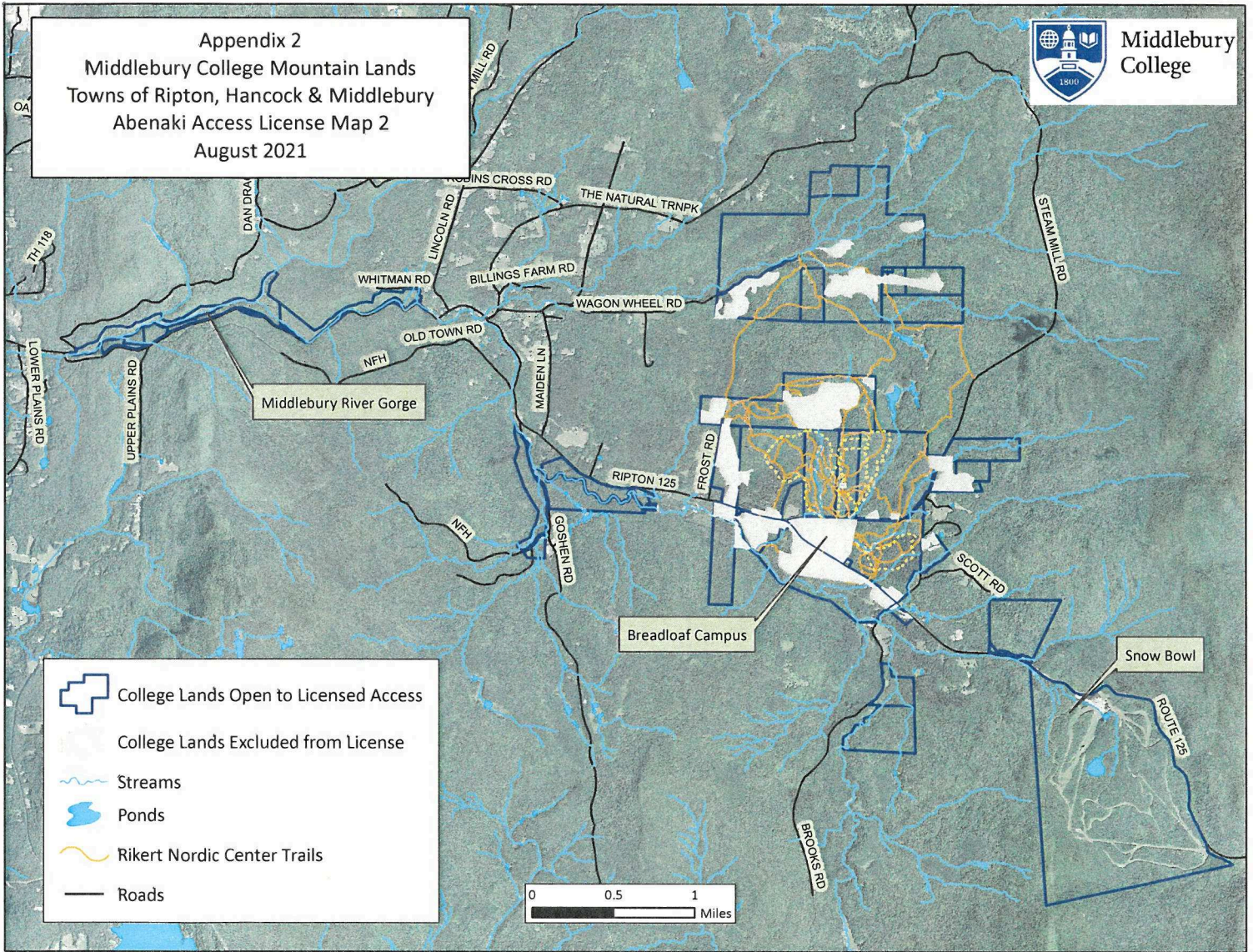
Roads



TAM (Trail Around Middlebury)

0 0.5 1 Miles

Appendix 2
Middlebury College Mountain Lands
Towns of Ripton, Hancock & Middlebury
Abenaki Access License Map 2
August 2021



- College Lands Open to Licensed Access
- College Lands Excluded from License
- Streams
- Ponds
- Rikert Nordic Center Trails
- Roads

0 0.5 1
Miles