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Charter of Principles for Guardians

April 2024

This English version is provided for information purposes only. The Portuguese version is the legally binding and authoritative text. In the event of any inconsistency, the Portuguese version shall prevail.



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***Por uma Terra
que apenas pertence
a si mesma.***



The **Charter of Principles for Patrons**¹ presents the set of principles that guide relationships between the **Foundation Terra Agora**² and its **Patrons**. It is derived from the **Foundation's** statutes. The **Charter of Principles for Patrons** should be considered in conjunction with the **Foundation's Statutes, Charter of Principles and Code of Ethics**.

This **Charter** was approved at the meeting of the Foundation's Board of Trustees in April 2024 and has been in force since that date. It will be reviewed at most every 5 years — the next review will be by 2028. Any proposals for changes should be sent to the **Foundation's Board of Administration** as soon as they arise.

The procedure to amend the **Charter** is:

- The Board of Administration consults all the parties, listens to all the presidents of the Governing Bodies, as well as the Patrons and Guardians and collates the proposed changes;
- It drafts a new version and approves it at a meeting of the Board of Administration, submitting the approved version to the Board of Trustees;
- The Board of Trustees gives its approval after negotiating with the Board of Administration, the process being mediated by the respective presidents;
- The approved version of the **Charter** is sent by the Board of Administration to all interested parties and published on the **Foundation's** website;
- The **Charter of Principles**, the **Code of Ethics**, the **Charter of Principles for Patrons** and the **Charter of Principles for Guardians** are 4 documents that form a unit and should be reviewed together.

Fundamental concepts

Guardians are legal persons who establish a formal relationship, through a **Guardian Contract**³, with the **Foundation** to develop a project on one or more **strategic assets** — **Guardian Project**⁴ — in accordance with the Foundation's statutes.

Guardians are committed to the **Foundation's Charter of Principles and Code of Ethics** and ensure that their institution and people adhere to it and apply the **Charter of Principles for Patrons** to their funders and Patrons.

The concept of **Guardian** is the result of the **Foundation** considering itself as 'Guardian of the Land'. And since organisations are made up of people, the term Guardian can also be applied to the people who are part of the **Guardian** collective — the **Guardian Individual**.

In brief:

- The **Foundation** is the ultimate **guardian of strategic assets**;

¹ Hereinafter referred to as the **Charter**.

² Hereinafter referred to as the **Foundation**.

³ Hereinafter referred to as the **Contract**.

⁴ Hereinafter referred to as the **Project**.



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- The **Guardian** enters into a '**Guardian Contract**' with the **Foundation** to carry out a '**Guardian Project**';
- The **Guardian** is made up of people, who are the '**Guardian Individuals**'.

Direction of the Guardians

To be **Guardians** of the **Foundation**, the **Guardians**, individuals and organisations, must be aligned with the **Foundation's** purpose, values, vision and mission as recorded in the **Guardians' Statutes** and Charters.

The purpose and values of the **Guardian**, as well as its **Social Object**, must be focused on and aligned with the execution of the **Guardian Project**.

Autonomy and Responsibility of the Guardians

The **Guardian** is solely responsible and has complete autonomy in the development of the **Project** in accordance with the **Contract** signed with the **Foundation**.

Making mistakes is part of the process and the **Foundation** encourages learning and sharing knowledge from lessons learned — what worked and what did not. The **Foundation** encourages open, transparent and voluntary communication. The duty to communicate about the **Project** lies with the **Guardian**.

The **Foundation** can comment and say what it thinks about a given subject and the responsibility for the decision, action and its consequences always lies with the **Guardian**.

Nature of the Guardians

Guardians may be Associations, Private Institution of Social Solidarity ("*IPSS*" in portuguese), Cooperatives, Foundations or Companies established in Portugal, provided that:

- If it is an Association or Private Institution of Social Solidarity: the management members are an integral and active part of the guardian project and the associates are all directly related to the guardian project and its territory;
- If it is a Cooperative: the management members are an integral and active part of the guardian project and the cooperators are all directly related to the guardian project and its territory;
- If it is a Foundation: the members of the Board of Administration are an integral and active part of the guardian project;
- If it is a Company (Ltd, PLC): in both cases, the majority of the capital will be nominal and must belong to at least three people who are an integral and active part of the **Project**. The company undertakes to be run as a purpose-driven company, such as 'social enterprises'⁵

⁵ Social Enterprise. M Yunus



Associates, cooperators, members, partners or shareholders can be individuals or formalised, multi-sector groups such as companies, NGOs, the state, civil society. By joining as a **Guardian** they will have agreed to comply with the existing contract.

Governance

The **Foundation** encourages **Guardians** to use dialogical, relational, circular governance, without hierarchies and which fosters collective intelligence.

The governance systems of the **Guardians** must be clear in relation to:

- How to acquire and lose membership (e.g. associates, cooperators, partners, shareholders);
- How to make decisions, especially those that change the rules, purpose and governance;
- How to resolve conflicts and deal with internal and external tension;
- How to promote the evolution and human development of every person who is part of the **Guardian**.

Investment of the Foundation

The **Foundation** will not invest in the **Guardians** and/or the **Projects**. The exception to this may be the financing of the development of the **Project**, in the terms agreed with the **Foundation**.

The **Foundation** will work together with the **Guardians** in carrying out outreach to **Patrons** and other investors in the **Foundation's** ecosystem.

The role of impartiality — neutrality of interests — and the technical capacity to monitor and support the **Projects** during the time of the **Project / Contract** is one of the added values that the **Foundation** places at the service of **Guardians** and **Patrons**.

It is up to the **Guardian** to demonstrate that they have the means and financial conditions to fulfil the objectives established in the **Project**.

Donations to the Foundation

In addition to the obligations contained in the **Contract**, each **Guardian**, in line with their results, may make donations to the **Foundation**, thus contributing to the **Foundation's** purpose and mission, both in its day-to-day running and in investing in **strategic assets** and/or financing the preparation of projects, studies and other work necessary for the proper management of the **Foundation**.

Donations are voluntary and the sole decision of the **Guardian**.

Project topologies

Each **Project** has its own purpose and mission. The **Foundation** looks after the ownership of the land, removing that issue from the equation. The **Guardian** looks after the land. There is an infinite number of things that can be done in each **Project** and it is more important for the **Foundation** *'how it is done'* rather than *'what is done'*. Here are some examples that illustrate the types of **Projects**:

- **Wildlife corridors** including:
 - Nature and biodiversity conservation (promotion or conservation of protected or threatened species and habitats);
 - Rewilding/Renaturalisation;
 - Ecological or Landscape Restoration and Resilience (e.g. post-fire restoration, invasive species);
 - Indigenous/autochthonous forest.
- **Regenerative economic activities** including:
 - Agroecology;
 - Sustainable production (agricultural/forestry);
 - Holistic management;
 - Animal welfare;
 - Demonstration of Alternative Productive, Social and Economic Models;
 - Ecotourism, Rural tourism, Eco-retreats.
- **Urban / innovation and social transformation** (e.g. eco-village, eco-neighbourhood, co-works, impact hubs, legacy spaces, retreat centres), including:
 - Active Citizenship and Protection Movements;
 - Environmental Education and Training;
 - Establishment/stimulating Communities in the Rural World.
- **Mixed / Combined** — combining one or more types (e.g. three Commonland⁶ areas, such as a project with wildlife corridor, forest/agriculture for local economy, urban part with non-speculative sustainable housing, productive and social, regenerative activities).

We stress that the following criteria are important for all types of projects:

- Mitigation and Adaptation to Climate Change
- Carbon sequestration
- Biodiversity
- Ecosystem restoration⁷
- Sea-land connection

⁶ <https://4returns.commonland.com/>

⁷ <https://www.ser.org/page/SERNews3113>

Return of the Projects in 5 capitals

Projects should be developed with 5 capitals in mind⁸ and show a return on investment:

- Natural Capital (e.g. soil, biodiversity, water);
- Social Capital (e.g. jobs, local economy);
- Human Capital (e.g. training, human development);
- Built Capital (e.g. buildings, models, frameworks);
- Financial Capital (e.g. added value, investment).

Project Guidelines

Projects must be developed taking into account:

- Very, very long term – from 7 to 12 generations / from 175 to 300 years;
- Fostering the development of the 5 bodies in human beings (see Charter of Principles);
- Adopt the thinking of complex living systems;
- Regenerative local development⁹ (which includes integrating/involving the local community and their legal representatives, as well as having a deep knowledge of the history of the place);
- Encourage the local, regenerative economy and give preference to local and ethical suppliers;
- Adopt ethical finance;
- Adopt lower (social) and upper (ecological and growth) limits¹⁰;
- Adopt dialogic, circular and participatory governance practices;
- Build teams and individuals based on individual and collective awareness;
- Science as an instrument — an anchor in the unknown and in the experimentation process with other peers, in a team;
- Practising Agroecology, including permaculture and syntropic agriculture, biodynamics and others, giving priority to the conservation and regeneration of water, soil and biodiversity;
- Create or protect autochthonous forests/autochthonous species;
- Promoting the inclusion of younger and older generations;
- Obtain all the licences and formalities required by Portuguese law;
- Designing for the end of the life cycle (integrating the principles of the circular economy) — what happens to the asset (e.g. machine, building, product) at the end of its life cycle and how it is integrated back into natural cycles;
- Working on economic, food, health, environmental, personal, community and political security;

⁸ "Regenerative Development" by <https://www.regenerat.es/>

⁹ <https://www.regenerat.es/>

¹⁰ <https://doughnuteconomics.org/>



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- Respect the **Foundation's** documents: Statutes, Charter of Principles, Code of Ethics, Charter of Principles for **Patrons** and **Guardians**. Adopt and encourage their application in your institution and in the institutions with which you interact;
- Voluntarily communicate with the **Foundation** and comply with contractual obligations with regard to reporting and providing information and access to the different places by people representing the **Foundation** in its monitoring and follow-up role;
- The improvements to be carried out, their compensation value, indemnity, depreciation and payment formulas, among other topics, shall be clearly defined in the **Contract**;
- The **Contract** shall indicate how to proceed in the event of bankruptcy or dissolution of the **Guardian**.

Project restrictions

The **Projects** (and **Guardians**) are expressly prohibited from activities that:

- Promote speculation of any kind;
- Use any non-organic chemical products that may cause damage, for example to soils or watercourses;
- Cause forest felling;
- Promote monoculture — degradation of biodiversity;
- Render the **Foundation** liable due to the actions of **Guardians** — e.g. by drilling a borehole without the necessary legal approval.
- Inflict animal or human abuse;
- Have a harmful impact on the surrounding ecosystems, failing to promote the conditions for healthy ecosystems;
- Involve the subcontracting to third parties to carry out the **Guardian's** tasks. The exchange of land between the **Guardian** and third parties through leases or other arrangements is not allowed unless such subcontracting or exchange is previously approved by the **Foundation** and forms part of the **Contract**;
- Contravene the applicable Portuguese legislation.

Exceptions may be considered, provided they are approved by the **Foundation** and at the instance and request of the **Guardian**.

Creating and sharing knowledge

The **Foundation** subscribes to the principles of Creative Commons. It is vitally important to share the knowledge and learnings made by all participants. **Guardians** are invited to openly share their learning with their peers and the wider community (e.g. scientific).

In this way, the **Foundation** will fulfil its education mission by systematising knowledge, publishing, distributing it and disseminating it.

Nature of the Contract

Every **Contract** is unique and adapted to the nature and type of **Project**. By default ‘*surface rights*’ will be used. It is amenable to consider other types available under Portuguese law.

The **Contract** may not be transferred to third parties without the prior approval of the **Foundation**.

The intention of the **Foundation** is to create and maintain a **very, very long-term** connection with the **Guardian**, which involves the will of both parties. It is noted that there may be situations in which this intention is not possible and that the **Contracts** must provide for these aspects.

Non-competition

The **Guardian** may not, without prior authorisation from the **Foundation**, acquire or lease land, on its own behalf or on behalf of other entities, which is adjacent or in any way competes with the **Foundation**’s strategic assets, with the intention of obtaining a benefit for itself or for a third party, without the prior agreement of the **Foundation**.

Contracts must be explicit about **non-competition**.

Process outline

The process for concluding the **Contract** and executing the **Project** may follow these steps:

- Identify the **strategic asset** (it may already be part of the **Foundation**’s portfolio or to be acquired);
- Identify and support the **Guardian**’s constitution;
- Support the **Guardian** in drawing up the **Project**;
- Submit the **Project** and the respective procedures/negotiations to the **Foundation** for approval;
- Approval and conclusion of the **Contract**;
- Implement the **Project** with support from the **Foundation** in terms of investment, access to knowledge and other necessary resources;
- Monitoring of the **Project/Contract** and sharing of knowledge.

It is normal for the process leading up to the **Contract** to take years (e.g. 3 years), particularly if it includes acquiring property and raising investment.