



# **STATUTES OF THE LAND STEWARDSHIP ORGANIZATION FOR THE CONSERVATION OF GARBANCILLO OF TALLANTE**

**(ENTIDAD DE CUSTODIA DEL  
TERRITORIO PARA LA CONSERVACIÓN  
DEL GARBANCILLO DE TALLANTE)**





## CHAPTER I: NAME, CONSTITUTION, AREA, ENDS, DURATION, ADDRESS.

**Article 1.** Under the name of LAND STEWARDSHIP ORGANIZATION TO CONSERVATION OF GARBANCILLO OF TALLANTE a Non-profit association is constituted, at regional level and legal capacity to act, in agreement with the established in the article 22 of the Constitution, the Organic Law 1/2002, of March 22, regulatory of the Law of Association and other current provisions that regulate the matter.

**Article 2.** It will be **ends** of Land stewardship organization: Land stewardship entity aims:

1. To take part actively in the conservation of the territory by means of the Land stewardship techniques.
2. To preserve and to improve the state of conservation of plant Garbancillo of Tallante (*Astragalus nitidiflorus*) by means of initiatives and Land Stewardship actions
3. Promotion of Land Stewardship Organization and its application in the conservation and sustainable use of natural, cultural and landscape heritage.
4. To promote the sustainable development in the rural areas
5. to foster the creation of association, by means of the creation of a forest owners society related to rural areas (of forest owners and on the natural way)-no.
6. To collaborate with the owners of areas in which Garbancillo of Tallante is to take part in the management of the territory.
7. To promote the compatibility of traditional uses (shepherding, agriculture, ecotourism) with the conservation to Garbancillo of Tallante, in such a way that the benefits related to the presence of this species have impacts for the owners in charge of his conservation.
8. To promote Garbancillo of Tallante as identity mark for the zone, in order to promote the sustainable ecotourism, the agriculture, the ranching and the hunt, contributing with it added value to his products.
9. To promote the development and rural employment in the zones where Garbancillo of Tallante is located.

10. To promote the mutual learning of agricultural management techniques and of rural knowledge between the association of custody and the owners.
11. To spread and to raise public awareness of the municipalities of Fuente Álamo and Cartagena, as well as of the owners of areas and visitors, about the natural values and the singularity to Garbancillo of Tallante.
12. To obtain the implication of society as a whole in the conservation to Garbancillo of Tallante.
13. To recognize the role that local population and owners play in the conservation of the biodiversity and the landscape.
14. To establish a custody network with other entities, in order to stimulate the custody of the territory and the better development and activity of the same one.

**Article 3.** In order to fulfill the aims of the previous article, the Land Stewardship entity of Custody will promote and organize several activities such as:

- To establish and to coordinate the custody of the territory in potential habitat of the species, by means of agreements between owners and the Land Stewardship Organization of custody;
- To elaborate an owners' record of areas with to the presence of Garbancillo of Tallante.
- To advise owners in the management and planning of the estates.
- To advise legally, and to work as an intermediary between owners and public administration when necessary, as well as to realize all those necessary procedures to facilitate management and maintenance of territories in which the Land Stewardship Organization is established, guaranteeing the rights of owners at all time.
- To advise owners of areas in which Garbancillo of Tallante is present so that they could obtain resources and financing for the improvement of their estates.
- To dialogue with owners to elaborate the operating plan of association in the work related to Land Stewardship Organization for the conservation of the Garbancillo of Tallante, so that they are a fundamental part in the decision making and in the implementation of the rest of actions;

- To enable visits to know the state of conservation of the Garbancillo of Tallante.
- To realize visits to locate Garbancillo of Tallante in the surrounding area of the Place of Community Interest "Cabezos del Pericón".
- To control the pressure of the local fauna, especially the relative to the presence of rabbits, by means of his capture or hunt or other means that do not produce negative effects in the environment, not in the goods of the owners.
- To control the presence of vegetable invasive species.
- To regulate working and shepherding in the current cores of population, controlling that it does not carry out any hurt to the species.
- To spread the most suitable practices for the conservation of species, by means of the assistance to technical UPCT staff and associated across chats, leaflet and conferences.
- To carry out educational activities and voluntary work in the territories where Garbancillo of Tallante is present, in collaboration with the owners, when it is necessary or opportune.
- To carry out workshops and chats with the owners of areas in which Garbancillo of Tallante is present.
- To implement days of coexistence between the owners of the areas in which Garbancillo of Tallante is present, in order to share experiences.
- To carry out informative and awareness campaigns about Land Stewardship Organization.

**Article 4.** The duration of Land Stewardship Organization is for an indefinite period, being able to join the association new partners or the ancient ones to leave without need of new constitution.

**Article 5.** Land Stewardship Organization will have its address in: Paseo Alfonso XIII, 48 in Cartagena (Murcia).

Without prejudice that general assembly could change whenever it considers appropriate, the Board of Directors will be able to exceptionally change the address of the head office inside the same municipal area.

## **CHAPTER II: TO PARTNERS, RIGHTS AND DUTIES, PROCEDURES, ADMISSION AND LOSS OF membership.**

**Article 6.** The following members or agents involved in the Land Stewardship Organization will be able to: Public entities: Technical university to Cartagena, Cartagena's Town hall, The General Directorate of Environment of the Autonomous Community of Murcia and others interested entities.

- a) Private owner, as well as all the other right holders
- b) Users of territory (hunters, farmers, shepherds, etc.).
- c) Public administrations (State, Regional and Local).
- d) Managing organs to natural protected spaces.

This way, all the persons of legal age will be able to associate. People with aptitude to work who want to cooperate with its ends and to accept the present Statutes, with the possibility of the admission of not emancipated under 18 people, if they are 14 or older, who, with the accredited consent of for the persons who should replace their capacity. They will join the juvenile sections which members will have voice but not vote, not being able to participate in the Board of Directors.

The organization and the operation of Land Stewardship Organization of Custody will be democratic, with full respect to pluralism.

**Article 7.** Implied agents or participants of the Land Stewardship Organization will enjoy the following rights:

1. Participation in the activities to Land Stewardship Organization, to exercise the right to vote, as well as to be present at the Assemblies, in agreement with the Statutes.
2. To be informed about the board of directions and about the representation - General Assembly - of the Land Stewardship Organization, its statement of accounts and about the development of its activity.
3. To be heard before the adoption of disciplinary measures against him and to be informed about the outcome of these measures.
4. 4. To contest the agreements of the organs of the Land Stewardship Organization that he considers opposite to the law or to the Statutes.

5. To be electors and eligible for the managerial role, as long as they are informed about their obligations with the Land stewardship organization.
6. To take part in all the activities organized by the Land Stewardship Organization in fulfillment of its ends, in the conditions that in every case are established.
7. To make suggestions to the members of the Board of Directors and to expose in the General Assembly everything considered that contributes to the best fulfillment to the ends of Land Stewardship Organization.

**Article 8.** Partners or agents involved in the Land Stewardship Organization will be forced to:

1. To share the purposes or aims of the Land Stewardship Organization and to collaborate on the attainment of these purposes.
2. To fulfill the duties related to the statute regulations
3. To respect and to fulfill the agreements or contracts of custody validly adopted.

**Article 9.** The loss of The condition of partner:

1. With acts that harm seriously the interests of Land stewardship organization.
2. For own will.

In any case, it will be the General Assembly who decides on the possible expulsions of partners.

**Article 10.** Procedures for the admission of members:

1. The admission of partners will be able to be decided by the Board of Directors and providing that they should fulfill the conditions foreseen in the Statutes.
2. In any case, the General Assembly will ratify or revoke the decisions of the Board of Directors.
3. Association will have an updated relation with the members and to gather minutes of meetings in the Minutes Book of the meetings in which the governing bodies representation body are present.

### **CHAPTER III: TO MANAGERIAL AND REPRESENTATION ORGANS, GENERAL ASSEMBLY IMPLIED AGENTS AND BOARD OF DIRECTORS OF THE LAND STEWARDSHIP ORGANIZATION.**

**Article 11.** They are organs of the association, the General Assembly of Partners and the Board of Directors. Both organs will be represented by the Land Stewardship Organization and owners of areas to selected zone.

**Article 12.** The General Assembly is the supreme organ of government to the Land Stewardship Organization, integrated by the partners, which adopts its decisions by a majority agreement They have to meet, at least, once a year.

**Article 13.:**The competences of the General Assembly are:

1. Examination and approval of accounts and balance sheets of exercise.
2. To decide on the use of funds.
3. To approve the annual budgets of income and expenses.
4. To approve regulations and procedure of internal regime.
5. Members' choice components to Board of Directors.
6. Others that ensue from the present Statutes.

**Article 14.** General Assembly will be convened in exceptional case for:

1. Modification of Statutes.
2. Dissolution of Asociation.
3. Remuneration of members to the representation organ.
4. To authorize alienation, charge or mortgage to social goods.
5. To approve federation with other Associations.
6. To request the declaration of the Association of public usefulness
7. That being an issue of the General Assembly, in cases of need or urgency, could not wait for their call without serious prejudices for the Association.



**Article 15.** General Ordinary Assembly will meet within the first quarter of every year and it will be convened by the president 15 days in advance. The citation will be personal and written to every associate people and it will contain the Agenda, day and hour in the first and second call., At least a third part of the partners will have to attend. . Being valid not more than two representations if they relapse on the same person and providing that they are in a written document.

**Article 16.** General Assembly will be convened by the Board of Directors by in exceptional case, when it requests a number of partners not lower than 10 %.

**Article 17.** Agreements of General Assembly will be adopted by simple majority of the present and represented people, when the affirmative votes overcome to the negatives. Nevertheless it will be needed a qualified majority to present or represented people, the affirmative votes exceed half the votes ,when the agreements relative to dissolution of the Association, modification of the Statutes, disposition or alienation of goods and remuneration of the members of the organ of representation. Of all the Assemblies one will take the minutes, that will sign at least, the president and the secretary.

**Article 18.** The agreements that commit an outrage against the Statutes or infringe the ends of the Association, will be able to be appealed in reinstatement before General Assembly within a month. From the appeal for reversal resolution, the possibilities for appealing to the civil jurisdiction is expedited. .

**Article 19.** As a representation organ that manages and represents the interests of the Association, in accordance with the dispositions and boards to the General Assembly, there will exist a Board of Directors that will consist of the member representatives of the Land Stewardship Organization of custody. This Board of Directors will be composed of a President, a vice-president, a secretary and the members that the General Assembly determines with a maximum of ten.

Board of Directors members will be designated by General Assembly from all the partners.



**Article 20.** The actions of the Board of Directors will be performed during a term of 4 years, being able to be reelected in successive renovations and coinciding with the ending of mandate.

**Article 21.** Board of Directors will assemble as often as it is convened by the President for own initiative or by request of any of its members.

The meetings will be presided by the President and, in his absence, by the Vice-president or the Secretary, in this order. If both are missing, it will be chaired by the older member of the Meeting

The Board of Directors will only be constituted when all the members are present. This way, its members will begin to exercise their functions after having accepted the nomination as well as having adopted the necessary measures as representatives of the Land Stewardship Organization of Land Stewardship Organization to the Garbancillo of Tallante.

In order to the agreement to be valid, it will have to be adopted for majority of votes of the assistants. In case of tie, the President or the one who presides will have a casting vote in the event of a tie. In the meetings that the Board of Directors celebrates, minutes will be taken, that will be signed by the Secretary and the President of the meeting.

The Board of Directors will be able to invite to the meetings all the people that they deemed necessary. .

**Article 22.** The responsibility of the president is:

8. 22.1.- To show to the representation, administration, direction and management to the Association together with Board of Directors.
9. 22.2.- To chair and to call the meetings of the General Assembly and the Board of directors.
10. 22.3.- Be in charge of ensuring compliance with the obligations of the Land stewardship organization
11. 22.4.- To agree with the Board of Directors the admission of new partners and to propose to the General Assembly the expulsion of those who deserve it.

**Article 23.** In agreement with the reflected in the article 19, there will exist a Secretary, which will assume the following functions::

12. 23.1.- To guard and to take the books of Meeting minutes and of partners registration, documents and stamps to the Association.
13. 23.2.- To extend the minutes of the meetings and to send certificates of them with the approval of the president .

**Article 24.** The people who form the Board of Directors will be able to leave for voluntary renunciation, for a breach of their obligations or for the expiration of the mandate.

The General Assembly will be able to agree on the cessation of the functions of one or all the members of the organ of government, for what it will be necessary the simple majority of the present or represented members.

Vacancies that could occur during the mandate of someone of the members of the Board of Director, will be covered provisionally by the remaining members. The Board of Directors can demand specific elections for these vacancies.

**Article 25.** From the from date, until June, 2016, the Land Stewardship Organization to conservation of Garbancillo of Tallante, will be framed in project LIFE11 BIO/ES/000727 "CONSERVATION OF ASTRAGALUS NITIDIFLORUS IN HIS POTENTIAL HABITAT IN REGION DE MURCIA", in which the technical personnel of the UPTC are mentioned as people in charge of the execution to these actions, being therefore, managers of the financial management to Land stewardship organization.

#### **CHAPTER IV: AGREEMENTS OR CONTRACTS TO CUSTODY.**

**Article 26.** It is understood as a Custody agreement "a voluntary procedure between an owner and an entity of custody to agree on the way of preserving and managing a territory". These will be able to include the totality of estate, a part of it, or certain uses or activities that are performed in it.

**Article 27.** Among the types of agreements between owners and the entity of custody there are:

1. Verbal agreements, without juridical base, based only on mutual commitment between entity of custody and owner.
2. Written agreements, with juridical base, and supported on diverse administrative existing instruments.

**Article 28.** The following shall be included within the written agreements:

1. 28.1.- Agreements in which the owner supports the management of estate but assumes commitments of conservation.
2. 28.2.- Agreements with a transmission of the management of the estate to the entity.
3. 28.3.- Agreements with transfer of ownership.
4. 28.4.- Other types of agreements.

**Article 29.** The agreements in which owner supports the management of estate but assumes commitments of conservation are those in which an agreement is made between owner and entity of custody. They endure mutual obligations, without a transfer of the management, and they are indicated for those owners that they do constant use of his estates.

1. :The obligations of the owner are
  - a) Follow-up of guidelines of management provided by the aims of conservation.
  - b) Not accomplishment of certain activities.
  - c) To apply protection criteria to certain elements and sectors of estate.
2. The obligation of this Entity are:
  - a) To advise and to perform a technical follow-up on the estate.
  - b) To inform about the different financing channels that it endures the agreement signatures.
  - c) To give support in certain questions.
3. The following are part of this type of agreement:
  - a) Land Stewardship's contracts.
  - b) Transfer for lease of certain rights or uses of the estate.
  - c) Ecological servitudes.

**Article 30.** Agreements in which owner go beyond management of estate are those in which - for diverse motives- owner cannot take care of the management of estate, conferring management –totally or partially- to the Land Stewardship Organization. It is possible to yield and to keep for himself certain uses.

1. The obligations of the owner are:
  - a) Owner stops having powers on the estate of the yielded rights temporarily or definitively.
  - b) Owner has right to recover the management of the estate if the entity does not fulfill with the stipulated obligations.
  - c) Owner has the right to have other rights of use.
2. The obligations for the Entity in this case are:
  - a) To manage directly the estate or the yielded rights, on the basis of the aims of conservation established.
  - b) Not perform certain activities and / or apply protection criteria of certain elements.
  - c) To give support to specific questions.
3. The following shall be part of this agreement:
  - a) Transfer of use or in precarious.
  - b) Lease.
  - c) Usufruct.

**Article 31.** The agreements in which the owner transfers the property are those in which the entity receives the property (associate included taxes), in order to obtain the proposed aims of conservation. The owner does not have any type of obligation with the entity and vice versa The following shall be part of this agreement:

- a) Dealing.
- b) Donation.
- c) Legacy.
- d) Exchanges.

**Article 32.** There is Another type of formulae that do not imply written agreements between owners and Land Stewardship Organization.: The following shall be part of this agreement:

- a) Awareness-raising and other training activities for rural owners.
- b) Educational campaigns towards the interested citizens..
- c) Action of voluntary work with the consent of the owners.
- d) Recognition of the good management of the owners.

## CHAPTER V: FOUNDING ASSEST, FINANCIAL RESOURCES

**Article 33.** Initial heritage for the constitution of the Entity and development of the Land Stewardship Organization is correspondent to Project LIFE+11/BIO/ES/727 to Conservation of *Astragalus nitidiflorus* in its potential habitat inside Region de Murcia, being the principal beneficiary, the Technical University of Cartagena and associate beneficiaries, Town hall of Cartagena and Headquarter of Environment of the Autonomous Community to Region de Murcia.

**Article 34.** Thus, , the economic means to attend to the aims of the creation and development of the Land Stewardship Organization to conservation for the Garbancillo of Tallante are the available ones for the beneficiaries to Project LIFE+11/BIO/ES/727 mentioned previously for this end.

**Article 35.** Economic exercise will coincide with the natural year.

An updated database will be provided including the owners and other agents involved in Land Stewardship Organization, and an adequate and orderly accounting will be performed and adapted to its activity, so that it allows a chronological follow-up of the operations.

The Board of directors, on a regular basis and within the first semester of the year in process, will present to the General Assembly for its approval, the account liquidation of the previous year, which will have to express the faithful image of heritage, of results and of financial situation, as well as the origin, quantity, destination and application of the public perceived income.

## CHAPTER VI: MODIFICATION OF STATUTES AND DISSOLUTION

**Article 36.** For the modification of Statutes that concerns the content foreseen in the article 7 of the Organic Law 1/2002, of March 22, regulatory of the Law of Association, it will be needed the agreement adopted by the General Assembly summoned specifically with that object, must be an object of inscription within a month. It will only take effects, for the persons associated as for the third parties, when its inscription in the Record of Association has been made.

The remaining modifications will produce effects for the partners from the moment of its adoption in accordance with the statutory procedures, whereas for the third parties the inscription will be necessary, in addition, in the corresponding Record.

## **CHAPTER VII: LIQUIDATION OF HERITAGE. DISSOLUTIONS TO THE ASSOCIATION.**

**Article 37.** Lands Stewardship Organization will be dissolved for the following reasons:

- 37.1.- For the will of the agents implied (entity, owners, etc.).
- 37.2.- For a court ruling
- 37.3.- For other certain reasons legally.

**Article 38.** Reminded the voluntary dissolution, the Board of directors will proceed to effectuate the liquidation and dissolution of the Land Stewardship Organization, corresponding the following to the liquidators:

- a) To protect the integrity of the heritage of the association.
- b) To conclude the hanging operations and to effect effectuate the new ones, which are necessary for the liquidation.
- c) To receive the credits of the association. To collect receivables of the association
- d) To liquidate the heritage and to pay the creditors.

**Article 39.** The Resultant credit, once the liquidation is performed, will be donated to a charity previously agreed with the General Assembly



**Article 40.** Concluded the procedure of dissolution and liquidation, it will request the cancellation of seats itself in Record of Associations.