

NM WRRRI Agricultural Water Resilience Program Monitoring and Water Impact Assessment Agreement

This Monitoring and Water Impact Assessment Agreement is made and entered into between the New Mexico Water Resources Research Institute at New Mexico State University and _____ [Eligible Applicant] and _____ [Partner] for land access and the installation of monitoring equipment.

This Agreement shall be considered fully executed when the last signatory has signed the document.

- New Mexico Water Resources Research Institute at New Mexico State University, a research and educational institution with its principal address at 3170 S. Espina Street, Las Cruces, New Mexico (hereinafter referred to as the “NM WRRRI”).
- _____ [Eligible Applicant Name], a local conservation agency with its principal address at _____ [Eligible Applicant Address] (hereinafter referred to as the “Applicant”).
- _____ [Rancher or Farmer Partner Name], owner/operator of the property located at _____ [Partner Address] (hereinafter referred to as the “Partner”).

Collectively referred to as “the Parties.”

1. Purpose

The purpose of this Agreement is to facilitate collaborative research and conservation efforts by allowing NM WRRRI to install monitoring equipment, access and collect data, and periodically enter onto the Partner’s land for the duration and completion of the project’s assessment phase.

2. Land Description

The land subject to this Agreement is located at Partner Address or _____ [GPS coordinates], consisting of approximately _____ [number] acres, and used primarily for _____ [describe primary use, e.g., row cropping, pasture, etc.].

3. Grant of Access

The Partner grants NM WRRRI and Applicant, including their employees, agents, and subcontractors, the right to:

- a) Enter the property at reasonable times and upon reasonable notice;
- b) Install, maintain, and operate monitoring equipment (e.g., sensors, weather stations, flow meters);
- c) Collect soil or water samples or data as needed for the research; and
- d) Access equipment for data collection, calibration, and repair.

4. Term of Agreement

This Agreement shall commence when all Parties have signed the Agreement and continue until June 30, 2027, unless terminated earlier in accordance with Section 8.

5. Responsibilities of NM WRRRI

NM WRRRI shall:

- a) Be responsible for the installation, maintenance, and removal of all monitoring equipment;
- b) Ensure that all activities are conducted in a professional and minimally invasive manner;
- c) Share relevant data and findings with the Partner upon request;
- d) Comply with all applicable local, state, and federal laws and regulations.

6. Responsibilities of the Partner

The Partner shall:

- a) Refrain from interfering with monitoring equipment or data collection activities;
- b) Notify NM WRRRI promptly of any damage to equipment or relevant field activities that may affect data collection;
- c) Retain all normal land use rights, except as limited by this Agreement;
- d) Contribute to the NM WRRRI's Annual Report and to the general reporting needs of the Institute.

7. Ownership and Use of Data

All data collected shall be owned by NM WRRRI. The Applicant and Partner shall have the right to access and use non-sensitive data for personal or operational purposes. Publication or dissemination of findings will acknowledge the cooperation of the Partner unless anonymity is requested.

8. Termination

This Agreement may be terminated:

- a) By any party with 30 days' written notice;
- b) Immediately, by mutual consent of all parties; or
- c) By the Partner, if activities materially interfere with operations, subject to reasonable efforts to resolve the issue.

Upon termination, NM WRRRI shall remove all equipment and restore the land, to the extent reasonable, to its pre-installation condition.

9. Liability and Indemnification

Each party shall be responsible for its own acts and omissions. NM WRRRI and Applicant agree to hold the Partner harmless from any damage or liability arising directly from their respective activities under this Agreement.

10. Miscellaneous

- Amendments must be in writing and signed by all Parties.
- Governing Law: This Agreement shall be governed by the laws of the State of New Mexico.
- Entire Agreement: This document constitutes the entire agreement among the Parties.

In witness whereof, the Parties have executed this Agreement as of the date when the last signatory has signed the document.

_____ **[Applicant Name]**

Signature: _____

Name:

Title:

Date:

_____ **[Partner Name]**

Signature: _____

Name:

Title:

Date:

NM WRRRI

Signature: _____

Name: Alexander Fernald

Title: NM WRRRI Director

Date:

This Agreement shall not be considered fully executed until the last signatory has signed the document.