

## STANDARD CONTRACT WITH THIRD PARTIES FOR CONSERVATION AND RESEARCH PROJECTS

**Project Director: Tony Gallardo Campos**  
**Asociación AVANFUER**  
**Calle La Ruda, 9**  
**35600 Puerto del Rosario**  
**Las Palmas - España**

**01 July 2019**

*Document Code: PP-182-2019-1*

**Tortugas: Voluntariado para el seguimiento de rastros de tortuga, identificación de nidos y eliminación de basura plástica en las playas con potencial de anidación de tortugas marinas.**

We are pleased to inform you that LORO PARQUE FUNDACIÓN has approved funding of € 6.080 (six thousand eighty Euros) to Asociación AVANFUER (the “IMPLEMENTOR”) in support of the above project.

The terms and conditions attached to these funds are as follows:

1. PROJECT ACTIVITY AND BUDGET

The IMPLEMENTOR agrees to carry out the PROJECT in accordance with the terms of this contract and the objectives and activities set out in the terms of reference in Attachment A (“Terms of Reference”).

The IMPLEMENTOR agrees to carry out these activities in accordance with the project budget in Attachment C.

LORO PARQUE FUNDACION, (its FUNDING PARTNER(S)) and the IMPLEMENTOR (the “Parties”) agree to collaborate and mutually develop, assign, and credit publicity that, in all cases, specifically references all parties and their respective roles relative to the project. The parties agree that the scope of work, and publicity generated under the terms and conditions of this contract, is limited to the specific project tasks defined within the attached budget.

2. TERM OF PROJECT

The term of this Contract is from January 2019 to December 2019, unless earlier terminated. In the case of an extension of the project, an additional Appendix or, if appropriate, a new Contract specifying the term and conditions will be prepared.

3. REPORTS

The IMPLEMENTOR agrees to provide the LORO PARQUE FUNDACIÓN with the reports as specified in Attachment D, clause 13.

The IMPLEMENTOR agrees to provide the LORO PARQUE FUNDACIÓN with the texts, pictures, graphic and audiovisual materials as specified in Attachment D, clause 14.

#### 4. PAYMENT

LORO PARQUE FUNDACIÓN agrees to pay to the IMPLEMENTOR the funds in one shot, in July 2019 once the interim report has been submitted to LORO PARQUE FUNDACIÓN.

The IMPLEMENTOR shall confirm to LORO PARQUE FUNDACIÓN the receipt of each instalment of funds in writing by e-mail and/or conventional mail).

#### 5. BANK ACCOUNT

The IMPLEMENTOR shall advise LORO PARQUE FUNDACIÓN of the full name and address of the bank and the bank account number, specified accordingly in Attachment B. Preferably, the IMPLEMENTOR shall open a bank account specifically for this project.

LORO PARQUE FUNDACIÓN will transmit the funds by bank wire to the bank account as detailed in Attachment B. Bank fees incurred are at the expense of the IMPLEMENTOR. Interest generated on project funds during the duration of this Contract are to the benefit of the IMPLEMENTOR.

The IMPLEMENTOR shall immediately and clearly advise LORO PARQUE FUNDACIÓN of any changes related to the bank account and of relevance to the transfer of funds.

#### 6. LORO PARQUE FUNDACIÓN STANDARD CONDITIONS

This Contract includes the standard conditions set out in Attachment D.

#### 7. AMENDMENT OF CONTRACT

This Contract, including Attachments A, B, C, [and] D [and other attachments if appropriate] represents the entire agreement between LORO PARQUE FUNDACIÓN, \*[its FUNDING PARTNERS], and the IMPLEMENTOR on this subject matter.

Modifications to this Contract will be made in writing by LORO PARQUE FUNDACIÓN and signed by the persons designated to act on behalf of the IMPLEMENTOR and LORO PARQUE FUNDACIÓN \*\*[and its FUNDING PARTNER(S)].

#### \*[8. ORIGIN OF RESOURCES IN THE JOINT FUNDING SCHEME

The joint funding scheme between LORO PARQUE FUNDACIÓN and its FUNDING PARTNERS, provides the resources destined for the Project (17.780 €) in the following portions, for the duration of this Contract:

LORO PARQUE FUNDACIÓN

\*[17.780 €]

\*\*[ASOC AVANFUER] \*[\*]

[9. SPECIAL CONDITIONS

\*\*[Any special conditions can also be included here]]

To acknowledge acceptance of the term and conditions of this Contract, including the terms and conditions of all attachments hereto, please sign this Contract in the space indicated below and return all copies to the **Director of LORO PARQUE FUNDACIÓN**.

We wish you every success with [the continuation of] this project.

Yours sincerely,



Christoph Kiessling  
President  
LORO PARQUE FUNDACIÓN

- Attachment A : Terms of Reference
- Attachment B : Bank Account Details
- Attachment C : Project Budget
- Attachment D : Standard Conditions

I for and on behalf of the PROJECT IMPLEMENTOR agree to the above terms and conditions.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date [day/month/year]: \_\_\_\_\_

[If applicable]

\*[I for and on behalf of \*[Name of FUNDING PARTNER] agree to the above terms and conditions.

Name: 78532540Y Firmado digitalmente  
 Signature: YANIRA CACERES CACERES (R: G35908136) por 78532540Y YANIRA  
 Date [day/month/year]: (R: G35908136) Fecha: 2019.07.16  
 16:20:20 +01'00'

\*[etc.]

## ATTACHMENT A

**Tortugas: Voluntariado para el seguimiento de rastros de tortuga, identificación de nidos y eliminación de basura plástica en las playas con potencial de anidación de tortugas marinas.**

### TERMS OF REFERENCE

#### 1. Objectives and activities

Este subproyecto pretende **confirmar si las tortugas que se soltaron hace once años en la playa del Cofete regresan para desovar**. Durante la duración del programa se organizará un campamento de voluntarios que patrullarán la playa durante cada temporada de cría en busca de marcas de tortugas.

En el caso de que se encuentren nidos se pondrá en marcha un dispositivo de guardería y protección con el Cabildo de Fuerteventura.

Las tortugas son una de las especies marinas más sensibles al cambio climático global, especialmente al incremento de las temperaturas asociadas al calentamiento global del planeta.

La incubación de los huevos en los nidos de tortugas marinas depende por completo de la temperatura externa, hasta el punto que la temperatura del nido determina la proporción de sexos de las tortugas que nacerán de los huevos. Un incremento de temperaturas en los lugares de anidación implicaría un desequilibrio en la proporción de sexos en la población de tortugas, lo que podría intensificar los impactos negativos que ya sufren sus poblaciones debido a la contaminación, pesca accidental, colisiones, etc.

En 2006 el Gobierno de Canarias, junto con el Cabildo de Fuerteventura y la Universidad de Las Palmas de Gran Canaria iniciaron un ambicioso proyecto para establecer una colonia de cría de tortugas bobas en Fuerteventura, a partir de huevos de nidos inviables en Cabo Verde. En la actualidad se espera que alguno de los ejemplares soltados en Fuerteventura desde 2006 regresen para anidar a alguna de las playas de la isla.

Esto permitiría a esta especie recuperar la que fue en el pasado una de sus colonias de cría, con la ventaja de que las temperaturas no son tan elevadas como en Cabo Verde y por lo tanto se verán menos afectadas por el cambio climático. Este subproyecto apoya los trabajos de identificación de rastros y nidos, así como la limpieza de la playa y la protección de los posibles nidos.

Este subproyecto lo llevará a cabo la Asociación de Voluntarios de Ayuda a la Naturaleza de Fuerteventura (AVANFUER), que está vinculada al proyecto inicial para la reintroducción de la tortuga boba en Fuerteventura.

**ATTACHMENT B**

**Tortugas: Voluntariado para el seguimiento de rastros de tortuga, identificación de nidos y eliminación de basura plástica en las playas con potencial de anidación de tortugas marinas.**

**BANK ACCOUNT DETAILS**

The name, address and account details to which LORO PARQUE FUNDACIÓN should transfer payments are:

<b>Account name / Nombre de cuenta:</b>	ASOC AVANFUER
<b>Full Bank Name / Nombre del Banco:</b>	LA CAIXA
<b>Branch Name and Address / Nombre y Dirección de sucursal:</b>	AVDA JUAN DE BETHENCOURT ESQ SEVILLA, 81, local 1 35600N PUERTO DEL ROSARIO
<b>Branch Code / Codigo de Sucursal:</b>	7074
<b>SWIFT Code:</b>	CAIXESBBXXX
<b>Account Number / Cuenta N°:</b>	2100 7074 89 2200136789
<b>International Bank Account No. IBAN:</b>	ES8121007074892200136789
<b>Transfer Reference / Ref. de Transferencia:</b>	<b>Convenio Proyecto CanBio</b>
<b>Account Currency:</b>	6080,00 €

### ATTACHMENT C

**Tortugas: Voluntariado para el seguimiento de rastros de tortuga, identificación de nidos y eliminación de basura plástica en las playas con potencial de anidación de tortugas marinas.**

#### **PROJECT BUDGET IN EUROS**

As according to Project Proposal

Capítulo	2019	2020	2021	2022	Total
Personal/Dietas	900 €	900 €	900 €	900 €	3.600 €
Caravana	2.000 €	500 €	500 €	500 €	3.500 €
Vehículo	2.100 €	2.100 €	2.100 €	2.100 €	8.400 €
Material de señalización y limpieza	200 €	200 €	200 €	200 €	800 €
Tablet para Dron	600 €	150 €	150 €	150 €	1.050 €
GPS	180 €	0 €	0 €	0 €	180 €
Equipo de comunicación	100 €	50 €	50 €	50 €	250 €
<b>Total</b>	<b>6.080 €</b>	<b>3.900 €</b>	<b>3.900 €</b>	<b>3.900 €</b>	<b>17.780 €</b>

## ATTACHMENT D

### **LORO PARQUE FUNDACIÓN STANDARD CONDITIONS**

#### **Summary of conditions for the IMPLEMENTOR, who will:**

- Conduct the project in accordance with the activities and dates proposed and agreed in this contract.
- Conduct the project in accordance with the agreed project budget.
- Create publicity for the project and will recognise the LORO PARQUE FUNDACION in the publicity. For this purpose Loro Parque Fundación will provide a digital copy of its logo and send products with its name and logo like T-shirts, caps, etc.
- Supply to the LORO PARQUE FUNDACION a digital copy of its name and logo to use for publicity.
- Supply to the LORO PARQUE FUNDACION the details of the Facebook page, Youtube channel, Instagram and twitter accounts, or any other social network or digital platform that will be used to promote the activities of the project.
- Prominently display the name and logo of the LORO PARQUE FUNDACION at the project offices and key sites of the project, and in any graphic or audiovisual material published related with the project.
- Send to the LORO PARQUE FUNDACION digital photographs and videos of the activities of the project, making sure to include the logo and name of the LORO PARQUE FUNDACION in the images where possible (See details in paragraph 14).
- Send to the LORO PARQUE FUNDACION copies of project materials used for awareness, education and publicity.
- Send by email a monthly up-date of project activities and results, with pictures and videos when possible.
- Send a detailed technical and financial report of the activities and results of each agreed previous period of project activities.
- Send the receipts of project expenditures made in each agreed previous period of project activities.
- Send an invoice to the LORO PARQUE FUNDACION for each agreed instalment of funds to be paid, as well as written confirmation of funds received.
- Provide a copy of its most recent accounts and the names of other donors to the project and the amounts of donations received.
- Ensure effective management of waste at project sites in accordance with accepted good environmental practice.

### Loro Parque Fundación - Project implementation checklist

To be completed by the implementor at the end of each period of funding of the project.

Aspect	C = Completed N = Not completed	Reason for non-completion / other comment
1. The project activities planned for the period have been conducted.		
2. The project has stayed within the budget limits planned for the period.		
3. Publicity has been created for the project.		
4. The publicity recognises the role of the Loro Parque Fundación (LPF).		
5. The name/logo of the LPF has been displayed at the project offices and key sites of the project.		
6. The name/logo of the LPF is displayed in direct proportion to the level of its support to the project.		
7. The name/logo of the LPF is visible in photos/videos of project activities.		
8. Photos/videos (minimum 3 minutes) of project activities have been sent to the LPF.		
9. Project materials used for awareness, education and publicity have been sent to the LPF.		
10. The technical and financial reports for the period have been sent to the LPF.		
11. The receipts of project expenditure have been sent to the LPF.		
12. An invoice for the instalment of funds has been sent to the LPF.		
13. Written confirmation of receiving the previous instalment of funds has been sent to the LPF.		
14. Waste management (litter, etc) at project sites has been conducted according to agreed plan.		

1. RELATIONSHIP OF PARTIES

For purposes of this Contract, the IMPLEMENTOR is deemed to be an independent contractor, and nothing in this Contract creates an employee-employer or agency relationship with LORO PARQUE FUNDACIÓN. Nothing in this Contract grants authority to either party to create obligations, express or implied, on behalf of the other.

2. ASSIGNMENT OF RIGHTS

The IMPLEMENTOR may not assign rights or delegate obligations under this Contract without LORO PARQUE FUNDACIÓN's prior written consent.

3. FUNDS AND EXPENDITURES

3.1. The IMPLEMENTOR agrees to use the resources (including funds) provided under this Contract only for the specific purposes identified in the project application, and according to the terms of reference and project budget annexed to this Contract, unless otherwise previously agreed in writing by LORO PARQUE FUNDACIÓN.

3.2. Apart from identified fixed fees and expenditure in the project budget, the IMPLEMENTOR agrees to keep all other expenditure to the minimum required to achieve the objectives of the project.

3.3. The IMPLEMENTOR agrees to be liable for costs relating to the Project as defined herein. LORO PARQUE FUNDACIÓN shall not be liable for any costs that exceed the approved Project budget total, unless LORO PARQUE FUNDACIÓN has granted prior written approval of said costs.

3.4. At the expiration or earlier termination of this Contract the IMPLEMENTOR shall report to LORO PARQUE FUNDACIÓN on the amount of unspent funds (if any) provided by LORO PARQUE FUNDACIÓN \*[and its FUNDING PARTNER(S)]. The IMPLEMENTOR shall hold these funds pending LORO PARQUE FUNDACIÓN's instructions.

3.5. This Contract does not exclude the IMPLEMENTOR from making supplementary funding applications to LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] during the specified period of the project. In the case that LORO PARQUE FUNDACIÓN awards further funds as a result of any supplementary application, the Contract will be adjusted according to the new arrangement between the parties.

3.6. Any major changes to the project, especially regarding estimation of costs, must be discussed between the parties, and the Contract adjusted to cover the changes.

3.7. Funds donated to the project under this Contract must be returned to LORO PARQUE FUNDACIÓN if the project is cancelled or seriously delayed. Furthermore, after full consultation between the parties, if the terms of the

present Contract have been violated, the LORO PARQUE FUNDACIÓN has the right to determine a proportion of funds to be returned by the IMPLEMENTOR.

#### 4. FINANCIAL RECORDS

- 4.1. The IMPLEMENTOR agrees to keep separate and accurate financial records in accordance with generally accepted accounting principles and procedures so that payments received and expenditures made under this Contract can be easily identified. These financial records must include receipts for all expenditures.
- 4.2. The IMPLEMENTOR agrees to supply all receipts (copies, if for legal reasons the IMPLEMENTOR must retain the originals) for expenditures to LORO PARQUE FUNDACIÓN with the Financial Reports.
- 4.3. The IMPLEMENTOR agrees to forward to LORO PARQUE FUNDACIÓN (copies of) the bank transaction documents detailing the exchange rates and bank charges that applied to each transfer in the course of the duration of this Contract.

#### 5. AUDITS

- 5.1. With prior reasonable notice, the IMPLEMENTOR agrees to make available for inspection, review and audit, by LORO PARQUE FUNDACIÓN, the books of account and other financial records relevant to this Contract.
- 5.2. LORO PARQUE FUNDACIÓN may request the appointment, by the IMPLEMENTOR, of independent auditors to inspect, review and audit the books of account and other financial records relevant to this Contract. Upon such a request, the IMPLEMENTOR agrees to make an appointment in consultation and with the agreement of LORO PARQUE FUNDACIÓN.
- 5.3. The IMPLEMENTOR agrees to reimburse LORO PARQUE FUNDACIÓN the amount of any expenditures disallowed by independent auditors (appointed under Paragraph 5.2 above), through an audit exception or other appropriate means based upon a finding that such expenditures failed to comply with a provision of this Contract.

#### 6. RESOURCES FROM OTHER SOURCES

- 6.1. The IMPLEMENTOR agrees to immediately notify LORO PARQUE FUNDACIÓN of any resources (including funds) that are or may be made available from sources other than LORO PARQUE FUNDACIÓN \*[and its FUNDING PARTNER(S)], for the project which is the subject of this Contract, specifying both the donor and the amount it has received, receives or will receive. LORO PARQUE FUNDACIÓN reserves the right to verify this information with other donors.
- 6.2. LORO PARQUE FUNDACIÓN shall have the right to terminate this Contract if the IMPLEMENTOR fails to make full and timely disclosure of any such additional resources.

## 7. CAPITAL EQUIPMENT

- 7.1. All capital equipment donated or purchased with funds provided by LORO PARQUE FUNDACIÓN under this Contract shall be purchased in the name of the IMPLEMENTOR and bear in a visible manner, where practical, stickers as provided by LORO PARQUE FUNDACIÓN.
- 7.2. The IMPLEMENTOR agrees not to modify the ownership, or agreed utilization of capital equipment funded or donated by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS], without prior written approval by LORO PARQUE FUNDACIÓN and where appropriate, the original donor.
- 7.3. The IMPLEMENTOR agrees to deliver all capital equipment, donated or funded by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS], in good running order.
- 7.4. The IMPLEMENTOR agrees to arrange for the payment of all expenses (including insurance and taxes) as identified in the project budget, relating to the normal operation and maintenance of all capital equipment donated or funded by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS].
- 7.5. All capital durable equipment, funded or donated by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] shall remain vested in the name of the IMPLEMENTOR, and at the final expiration (without extension) or earlier termination of this Contract its post-project destination and use shall be in accordance with the instructions from LORO PARQUE FUNDACIÓN.

## 8. TAXES

LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] shall not, in any circumstances or for any reason, be held responsible or liable for any taxes arising from the conduct of the project, and sustained or caused by the IMPLEMENTOR, project personnel or third parties employed or voluntarily participating in the course of implementing the project. All liability and responsibility for all taxes arising out of payments made to the IMPLEMENTOR pursuant to this Contract shall remain with the IMPLEMENTOR.

## 9. INSURANCE AND LIABILITY

- 9.1. The IMPLEMENTOR shall take out insurance against any loss or damage which may be sustained by the IMPLEMENTOR, project personnel or project property in the course of implementing the project.
- 9.2. LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] shall not, in any circumstances or for any reason, be held responsible or liable for personal injury, loss or damage of items, or any other accident or eventuality arising from any project, and sustained or caused by the IMPLEMENTOR, project personnel or third parties employed or voluntarily participating in the course of implementing the project.

10. TRAVEL

All travel will be paid at the economy rate only, unless LORO PARQUE FUNDACIÓN provides written consent to the contrary.

11. COMPLIANCE WITH LAWS AND CUSTOMS AND ETHICAL STANDARDS

In relation to all phases of the project, the IMPLEMENTOR agrees to comply with all relevant laws and customs in existence, including environmental law as well as local labour and social law.

In addition, the collecting of biological specimens must be limited to what is specified in the project application.

The IMPLEMENTOR and his representatives are expected to behave humanely toward animals they encounter in their field work, and their project will be evaluated in this regard by the LORO PARQUE FUNDACIÓN. Note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research: "Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture, or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

LORO PARQUE FUNDACIÓN explicitly declines any responsibility arising from negligence by the IMPLEMENTOR to comply with the requirements set forth in this Paragraph.

12. WASTE PRODUCTS DISPOSAL MANAGEMENT

The project activities must be implemented in the most sustainable way, reducing the raw materials and energy used, as well as minimizing the generated waste. This means that the project has to implement strategies to reduce the consumption of energy and natural resources, the production of waste and its derivatives (especially plastic waste), as well as reuse (give the waste alternative uses to avoid discarding it) or recycling (recover the useful raw materials present in the waste).

The project must comply with all applicable waste legislation at the place of the project implementation and have a waste management plan detailing at least waste reduction strategies, reuse plans and appropriate management so that recycling can be maximized. In no case may waste be dumped into the sea, discarded, buried or burned in the field project area.

All waste produced in field activities must be returned to properly authorized facilities for adequate processing.

### 13. REPORTS

13.1. The IMPLEMENTOR agrees to provide the following reports:

- (a) Interim Financial Reports that shall list the expenditures of each preceding period, under each of the different budget lines, and have a summary sheet in the form as shown in the guideline in Annex 1 of this Attachment. They shall be sent in digital form, as an attachment to an email or by internet transfer, to LORO PARQUE FUNDACIÓN.

In the Financial Reports submitted to LORO PARQUE FUNDACIÓN, the expenditures must be set out against the same headings as in the budget in the funding application.

The reporting currencies are US\$ and local currency.

- (b) Technical Progress Reports, to describe in detail the progress of the project over the preceding period. These reports should be concise and factual, and shall be sent in digital form, as an attachment to an email or by internet transfer, to LORO PARQUE FUNDACIÓN.

Information should be presented using the template provided in Annex 2.

These reports shall be submitted to LORO PARQUE FUNDACIÓN no later than 30 days after the close of each reporting period.

- (c) The submission dates for the Interim Financial and Technical Progress reports shall be:

30.07.2019

30.08.2019

30.10.2019

- (d) Final Financial Report to cover the entire project period specified in this Contract. This report shall list the single expenditures under each of the different budget lines, have a summary sheet in the form as shown in the guideline in Annex 1 of this Attachment, and shall be sent in digital form, as an attachment to an email or by internet transfer, to LORO PARQUE FUNDACIÓN, no later than two (2) months after the termination of this Contract, as specified in Paragraph 2 of this Contract.

If the IMPLEMENTOR submits an application for continuation of funding, the Final Financial Report shall be submitted to LORO PARQUE FUNDACIÓN no later than one (1) month after the termination of this Contract, to ensure maximum continuity in the project implementation.

The reporting currencies are US\$ and local currency.

- (e) Final Technical Report, to cover the entire project period specified in this Contract, and shall be sent in digital form, as an attachment to an email or by

internet transfer, to LORO PARQUE FUNDACIÓN no later than three (3) months after the termination of this Contract, as specified in Paragraph 2 of this Contract.

If the IMPLEMENTOR submits an application for continuation of funding, the Final Technical Report shall be submitted to LORO PARQUE FUNDACIÓN no later than one (1) month after the termination of this Contract, to ensure maximum continuity in the project implementation.

The Final Technical Report should be presented using the template provided in Annex 3.

(f) Fundraising and Publicity Reports of any newsworthy items relating to the project, as they occur or as requested by LORO PARQUE FUNDACIÓN. These reports shall be in accordance with the Guidelines set out in Paragraph 14 of this Attachment.

13.2. Every report is to be written in English unless LORO PARQUE FUNDACIÓN agrees, in writing, to it being written in another language.

13.3. The IMPLEMENTOR agrees to make all reasonable modifications and corrections, to any of the above-mentioned reports, requested by LORO PARQUE FUNDACIÓN.

13.4. The IMPLEMENTOR agrees to send the technical report section of the Final Project Report, if necessary amended for reasons of conservation security, to the relevant national authorities of the country in which the project occurs, unless an acceptable reason is provided as to why this should not be done.

13.5. In cases where the IMPLEMENTOR provides good reasons for submitting the required Technical Progress Reports and the Final Project Report in a different format (e.g. if submitted and prepared for other collaborating agencies), this may be granted in writing by LORO PARQUE FUNDACIÓN upon request.

#### 14. FUNDRAISING AND PUBLICITY REPORT GUIDELINES

The IMPLEMENTOR must provide LORO PARQUE FUNDACIÓN with texts, pictures, graphics and audiovisual material about the project and its progress in a regular way. LORO PARQUE FUNDACIÓN will use them for providing project feedback to the public is through press releases, website, social media, illustrated feature articles and through LORO PARQUE FUNDACIÓN's magazine *Cyanopsitta*. In order to maximize the impact of the project and its potential to obtain funding in the future the IMPLEMENTOR must provide:

(a) Monthly Publicity reports. At least 500 words in a style easy to read which avoids complicated technical/scientific language. They should explain: the latest activities of the field team, relevant information about the objective species, challenges of the field work, quotations of project officials or relevant persons of the local community, etc.

- (b) Quarterly Photographs/video. **These are obligatory**. Digital photographs at the best resolution (min. 1200x630 pixels) and submitted on electronic media are required. Valuable photographs/video show habitat, animals in behavioural situations, people in action, preferably in a field situation, and all special events related to the project. All the pictures must include the LPF logo in a visible size and recognizable perspective (for example in the project t-shirts, hats, signs, vehicles, etc.) Copyright remains with the creator or his assigns under the same conditions as in Paragraph 15. If the IMPLEMENTOR has a Instagram account all the published pictures related with the project must include the hashtag #loroparquefundacion or make direct mention @loroparquefundacion.
- (c) **These are obligatory**, if the project has included them: Posters, stickers, paintings and other artwork, which show various aspects of the Project. Copyright remains with the creator or his assigns of the materials under the same conditions as in Paragraph 16.
- (d) Weekly/Quarterly tweets, or quotations that can be tweeted or re-tweeted by LORO PARQUE FUNDACIÓN from local officials, particularly more senior officials, on the importance of the project, its progress, achievements, and problems, are especially useful. In addition, tweets on the project from leading conservationists of the country in which the project is located are valuable, especially on the project's relevance and achievements. If the IMPLEMENTOR has a twitter account all the published tweets about the project must include the hashtag #loroparquefundacion or make direct mention @loroparquefundacion.
- (e) Weekly/Quarterly facebook publications, with video or pictures and a text directly linked with LORO PARQUE FUNDACIÓN fan page including the text @Loro Parque Fundación.
- (f) Montly youtube publications, or videos that can be published in LORO PARQUE FUNDACIÓN Youtube channel showing field team activities of the project, its progress, achievements, and problems. The video should include declarations from project officials or field team members giving an update on the actual situation of the project and the species and acknowledging the support of LORO PARQUE FUNDACIÓN. Footage must include the LPF logo in a visible size and recognizable perspective (for example in the project t-shirts, hats, signs, vehicles, etc.). Videos must be shot with at least with a HD 720 camera.

## 15. CREDITS AND PUBLIC AWARENESS

- 15.1. The purpose and intent of this section is to define the mutual public relations objectives of the LORO PARQUE FUNDACIÓN \*[the FUNDING PARTNER(S)] and the IMPLEMENTOR and credit the source of media materials in an appropriate and proportional manner. Information released by one party will not exclude or minimize the role and importance of the other relative to the Project.

- (a) The IMPLEMENTOR agrees to consider and expressly name LORO PARQUE FUNDACIÓN [and the FUNDING PARTNER(S)] as a “PARTNER” [“PARTNERS”] of the project in ALL written, printed, audio and video accounts and reports of the Project that are disseminated or published, as well as in the course of events organised. This will acknowledge the full financial, technical and moral support provided by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS].

Similarly, LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] must acknowledge the IMPLEMENTOR in the same manner, and acknowledge the IMPLEMENTOR as the PARTNER responsible for the execution of the Project and the source of information derived from the Project.

If the editor or other controlling entity of any publication or other reporting medium refuses to agree to the form of acknowledgement specified in this paragraph, the party submitting the information must withdraw it.

- (b) All reports and printed materials (e.g. posters, leaflets) that specifically reference and acknowledge donor support for the Project must display the logo [logos] of LORO PARQUE FUNDACIÓN [and the FUNDING PARTNER(S)]. See Paragraph 16 of this Attachment.
- (c) The “IMPLEMENTOR” agrees to display the involvement of the LORO PARQUE FUNDACIÓN in supporting the project by having its logo and name clearly present on materials used in the project, including project vehicles, items of clothing such as t-shirts and caps, etc, and in the project offices and other spaces habitually used to carry out the project.

The “IMPLEMENTOR” agrees to provide to the LORO PARQUE FUNDACIÓN high resolution digital photos and any other appropriate images, made during the activities of the project, which show the LORO PARQUE FUNDACIÓN logo and name on materials and in project spaces.

The LORO PARQUE FUNDACIÓN agrees to supply the “IMPLEMENTOR” with resources (either in the budget or as a package of materials) which can be used to help achieve the visibility of the LORO PARQUE FUNDACIÓN in the project.

- (d) Film credits should be sent in advance to the LORO PARQUE FUNDACIÓN for approval. Commercial films on the project must be discussed and cleared with LORO PARQUE FUNDACIÓN prior to any final agreement with a company.
- (e) The IMPLEMENTOR and LORO PARQUE FUNDACIÓN agree to provide each other with copies of all published written materials that mention, or relate to, the Project activities that are the subject of this Contract.
- (f) In a multi-donor project, the IMPLEMENTOR will specify the relative proportion of support provided by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] in every acknowledgement of financial support, where practical, associated with the Project.

15.2. Exemption to 15.1.

In cases where the IMPLEMENTOR provides good reasons not to mention the support provided by LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] (e.g. if it is of primary interest to the Project to not reveal its foreign donors at a local or regional level), exemptions to the conditions stipulated under Paragraphs 14.1 may be granted in writing by LORO PARQUE FUNDACIÓN on request.

16. COPYRIGHT AND PUBLICATIONS

For the purposes of this paragraph, the term "Works" refers to all works of authorship and inventions created by the IMPLEMENTOR pursuant to this Contract, including, but not limited to, films, photographs, graphic works, maps, video recording, books, articles, writings, and audio recordings, (and all materials embodying such works of authorship and inventions) whether produced during or after the term of this Contract. The IMPLEMENTOR shall own all rights, title and interest in the Work and LORO PARQUE FUNDACIÓN \*[and the FUNDING PARTNERS] shall have a perpetual, non-exclusive, royalty free licence to use the Works, including their modification and/or reproduction, in whole or in part.

LORO PARQUE FUNDACIÓN and the IMPLEMENTOR have equal rights of access to data and information from the project. Use of data and production of scientific publications will be agreed in advance between the IMPLEMENTOR and LORO PARQUE FUNDACIÓN. LORO PARQUE FUNDACIÓN reserves the right to circulate project reports or extracts, and to publish them with the purpose to promote conservation and welfare. The parties will agree in advance concerning the extent to which conservation sensitive or other confidential information can be circulated or published. The IMPLEMENTOR should clearly mark such confidential information in its reports and other submissions to LORO PARQUE FUNDACIÓN.

LORO PARQUE FUNDACIÓN reserves the right to publish about the project unilaterally, if project results are not brought to the attention of the scientific and/or conservation community within a reasonable time period, and if the IMPLEMENTOR has after repeated requests from LORO PARQUE FUNDACIÓN not fulfilled its obligations in this respect.

17. GUIDELINES ON THE USE OF NAME AND LOGO OF LORO PARQUE FUNDACIÓN

Only the current version of the LORO PARQUE FUNDACIÓN logo may be used. The logo with the letters "Loro Parque Fundación" should be derived from the original artwork and can be printed in the original colours (or black & white if necessary). Copies of artwork will be provided by LORO PARQUE FUNDACIÓN.

18. PROJECT LETTERHEAD

If appropriate and with written approval of LORO PARQUE FUNDACIÓN, the IMPLEMENTOR may produce and use a letterhead for the project; the logo of LORO

PARQUE FUNDACIÓN [\* logos of LORO PARQUE FUNDACIÓN and the FUNDING PARTNERS] should also be used on such letterhead. This use should be in accordance with the guidelines that are set out in Paragraph 17 of this Contract.

19. TERMINATION OF CONTRACT

19.1. If either party determines that the other party has committed a breach of the terms of this Contract, that party may serve upon the other party a notice in writing requiring the breach to be remedied within thirty (30) days. If the party receiving such notice fails to remedy the breach within the time specified or if the breach cannot be remedied, the party who served the notice may serve another notice, in writing, terminating the Contract without prejudice to any rights which may have accrued to either party. This second notice shall become effective upon receipt.

19.2. Either party may terminate this Contract by giving three (3) months prior written notice to the other. The parties agree to consult with each other as to the effect of termination on the project and to assist each other in the smooth termination or transition of the project to other funding sources.

19.3. If a PRINCIPAL FUNDING SOURCE or any of the FUNDING PARTNERS identified in this Contract suspends or terminates its commitment of funding, LORO PARQUE FUNDACIÓN may, in addition to its other termination rights, terminate this Contract, by giving written notice to the IMPLEMENTOR.

Such notice shall become effective upon the date of receipt, or on the date of suspension/termination specified by the PRINCIPAL FUNDING SOURCE or any of the FUNDING PARTNERS, whichever shall be the later.

19.4. LORO PARQUE FUNDACIÓN shall not be obligated to pay for any expenses incurred by the IMPLEMENTOR after the effective date of any notice of termination. Upon its effective date, the IMPLEMENTOR shall stop work and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from LORO PARQUE FUNDACIÓN as to the deposition thereof.

Upon termination, the IMPLEMENTOR shall promptly submit to LORO PARQUE FUNDACIÓN a final financial report in accordance with Paragraph 13 and return any unexpended project funds requested by LORO PARQUE FUNDACIÓN.

19.5. Neither LORO PARQUE FUNDACIÓN nor the IMPLEMENTOR shall be liable if the IMPLEMENTOR is unable to continue, complete or otherwise perform duties under this Contract as a result of force majeure, war, riot, civil unrest, rebellion or other disturbance.

20. CONTROLLING LAW

This Contract shall be deemed a contract made under, and shall be construed and enforced in accordance with, Spanish law and the multilateral Berne Convention

copyright treaty. All disputes shall be decided by the competent court in Puerto de la Cruz, Tenerife.

## ANNEX 1 TO ATTACHMENT D

### PROJECT FINANCIAL REPORTS - SUMMARY SHEET

The following shows the format for the summary sheets for the Project Financial Reports. In addition, each budget item needs to be accounted for separately, showing the single expenditures and the same subtotals for each budget item as indicated in this summary sheet.

Please complete and send as an email attachment or by internet transfer to the Director, LORO PARQUE FUNDACIÓN, 38400 Puerto de la Cruz, Tenerife, Spain.

The numbers in the first section are examples to visualise the intended use. The differently coloured cells indicate the sources for final calculations.

Income and Expenditure Report										
Project title:										
Period:										
<b>INCOME</b>		<b>DATE</b>	<b>US\$ sent</b>	<b>US\$ received</b>						
Instalments sent by / received from Loro Parque Fundación: 1			5000	4975						
Instalments sent by / received from Loro Parque Fundación: 2			7000	6950						
Instalments sent by / received from Loro Parque Fundación: 3			8000	7975						
Instalments sent by / received from Loro Parque Fundación: etc.			3000	2980						
<b>TOTAL US\$ RECEIVED:</b>			<b>23000</b>	<b>22880</b>	<b>Local currency</b>	<b>Exch. Rate</b>				
Value after change to local currency: 1				-4975	50000	10,05				
Value after change to local currency: 2				-2500	25000	10,00				
Value after change to local currency: 3				-4000	42000	10,50				
Value after change to local currency: etc.				-5000	45000	9,00				
<b>FUNDS CHANGED FROM US\$ TO LOCAL CURRENCY AND AVERAGE EXCHANGE RATE</b>				<b>-16475</b>	<b>162000</b>	<b>9,83</b>				
<b>TOTAL AVAILABLE US\$ &amp; LOCAL CURRENCY:</b>				<b>6405</b>	<b>162000</b>					
Using the above calculated average exchange rate above					<b>Y</b>	Examples 2-3-etc.: if only parts of the transfers are successively converted to local currency, e.g. 2500 \$ (from 7000 \$ sent) upon removal from the bank account (then all bank withdrawals must be listed)				
					<b>Z</b>					
Budget items	Total Budget		Expenditures Period 1		Expenditures Period 2		etc.		Total Expenditures	
	US\$ A1	Local currency A2	Expend. in US\$ B1	Expend. in local currency B2	Expend. in US\$ C1	Expend. in local currency C2	etc.	etc.	Expended. in US\$ X	Expended. in local currency XX
Budget item 1	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
Budget item 2	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
Budget item 3	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
Budget item 4	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
Budget item 5	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
etc.	0,00	0,00	0,00	0,00	0,00	0,00	etc.	etc.	0,00	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>etc.</b>	<b>etc.</b>	<b>0</b>	<b>0</b>
	<b>A1</b>	<b>A2</b>	<b>B1</b>	<b>B2</b>	<b>C1</b>	<b>C2</b>	<b>etc.</b>	<b>etc.</b>	<b>X</b>	<b>XX</b>

In B1/C1/etc. add only those expenditures incurred in US\$; in B2/C2/etc. all those incurred in local currency  
X=B1+C1 etc.; XX=B2+C2 etc.

<b>NET BALANCE AT END OF REPORTING PERIOD, IN VIEW OF FUNDS AVAILABLE:</b>	<b>Remaining, US\$ only (=Y - TOTAL X)</b>	<b>Remaining, local currency only: (=Z - TOTAL XX)</b>
<b>GRANTED FUNDS STILL REMAINING WITH LORO PARQUE FUNDACION:</b>	<b>Remaining in US\$</b>	

## ANNEX 2 TO ATTACHMENT D

### TECHNICAL PROGRESS REPORT

Please complete and send in digital form, as an attachment to an email or by internet transfer to [director@loroparque-fundacion.org](mailto:director@loroparque-fundacion.org) (Director, LORO PARQUE FUNDACIÓN, 38400 Puerto de la Cruz, Tenerife, Spain).

<b>Country / Region</b>	
<b>Project Title</b>	
<b>Activity Title (if different)</b>	
<b>Reporting Period</b>	

**Contact(s) for further information:**

	<b>Project IMPLEMENTOR</b>	<b>Other</b>
Name(s)		
Position(s)		
Organization		
Telephone		
Mobile phone		
Fax		
E-mail		

**1. Executive Summary**

- List significant change(s) to objectives during the reporting period
- Targets attained / important developments during the half-year (Include newsworthy information which can be used for publicity and fundraising purposes)
- Targets not attained during the half-year and why
- Obstacles encountered, measures taken to address them, and lessons learned
- Planned targets and expected developments for the next reporting period

**2. Acknowledgements**

As required

**3. Acronyms**

Avoid the use of acronyms if possible, but list those used

**4. Introduction**

Give a brief description of the topic, followed by a statement of the specific problem or requirement that led to the project's initiation

**5. Objectives**

As per the project contract

**6. Description of project sites**

Provide maps where possible

7. **Methodology**  
Describe the methods employed in the project
8. **Results and progress**  
Give the status of implementation of the project, *in accordance with the project objectives*
  - 8.1 Outputs this reporting period. E.g. reports, policy documents, media articles, scientific publications
  - 8.2 Describe the targets attained and the important developments during the reporting period
  - 8.3 Targets not attained. Please note constraints and obstacles to the progress described
  - 8.4 Action(s) taken to overcome constraints and obstacles
  - 8.5 Prospects for the accomplishment of the project's objectives
9. **Implications for further work**  
Lessons learned during the period under review and implications for further work. Include, if appropriate, an assessment of methods used.
10. **Planned targets and activities for the next reporting period**
11. **Other comments?**
12. **Requests for assistance by Loro Parque Fundación**
13. **Worksheet**  
List of project activities with project personnel involved, main dates of each activity and man-days devoted to each activity.
14. **Equipment status report**  
To be limited to vehicles and items of capital equipment purchased with project funds.
  - Status of equipment, e.g. conditions, spare parts required, mileage on vehicles, etc.
  - Assessment of suitability of equipment for project.
  - Recommendations for future use, if not specified in contract, e.g. transfer to government department, use in new project.
15. **Summary of data on which the results are based**

**ANNEX 3 TO ATTACHMENT D****FINAL TECHNICAL REPORT**

Please complete and send in digital form, as an attachment to an email or by internet transfer to [director@loroparque-fundacion.org](mailto:director@loroparque-fundacion.org) (Director, LORO PARQUE FUNDACIÓN, 38400 Puerto de la Cruz, Tenerife, Spain).

<b>Country / Region</b>	
<b>Project Title</b>	
<b>Activity Title (if different)</b>	
<b>Reporting Period</b>	

**Contact(s) for further information:**

	<b>Project IMPLEMENTOR</b>	<b>Other</b>
Name(s)		
Position(s)		
Organization		
Telephone		
Mobile phone		
Fax		
E-mail		

**1. Executive Summary**

- List significant change(s) to objectives during the reporting period
- Targets attained / important developments (Include newsworthy information which can be used for publicity and fundraising purposes)
- Targets not attained and why
- Obstacles encountered, measures taken to address them, and lessons learned
- Conclusions and recommendations

**2. Acknowledgements**

As required

**3. Acronyms**

Avoid the use of acronyms if possible, but list those used

**4. Introduction**

Give a brief description of the topic, followed by a statement of the specific problem or requirement that led to the project's initiation

**5. Objectives**

As per the project contract

**6. Description of project sites**

Provide maps where possible

**7. Methodology**

Describe the methods employed in the project

**8. Project achievements and results**

Describe the attainment of the project's objectives and / or present the scientific results obtained

8.1 Targets achieved

8.2 Constraints and obstacles encountered, and targets not achieved

8.3 Action(s) taken to overcome constraints and obstacles

**9. Discussion, conclusions and recommendations**

Describe the lessons learned from the project and implications for further work AND / OR discuss the results of data collection and analysis, and reasons for failure and success. Include, if appropriate, an assessment of methods used.

The conclusions should review the results of the project in relation to the project's objectives, resources used and methodology adopted. Recommendations for further action, if required, should be as specific as possible, and should identify the organization responsible for implementation. Where appropriate, staff requirements, running costs, equipment, budget, and timetable should be detailed.

**10. Other comments?**

**11. Requests for assistance by Loro Parque Fundación**

**12. Outputs of the project**

List of reports, policy documents, media articles, scientific publications, public presentations, etc.

**13. Worksheet**

List of project activities with project personnel involved, main dates of each activity and man-days devoted to each activity.

**14. Equipment status report**

To be limited to vehicles and items of capital equipment purchased with project funds.

- Status of equipment, e.g. conditions, spare parts required, mileage on vehicles, etc.
- Assessment of suitability of equipment for project.
- Recommendations for future use, if not specified in contract, e.g. transfer to government department, use in new project.

**15. Summary of data on which the results are based**