

**STANDARD CONTRACT BETWEEN LORO PARQUE FUNDACIÓN
AND UNIVERSITY OF LA LAGUNA FOR RESEARCH PROJECT
“Design of a vaccine against Psittacine Adenovirus 1 (PsAdV-1)”**

27 April 2024

Document Code: PP-192-2024

Project: Design of a vaccine against *Psittacine Adenovirus 1* (PsAdV-1)

We are pleased to inform you that LORO PARQUE FUNDACIÓN has approved funding of EURO (€) 52.567,97 (fifty-two thousand five hundred and sixty-seven euros and ninety-seven cents) to Universidad de La Laguna (the “IMPLEMENTOR”) in support of the above project.

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

1. PARTIES HERETO

On the one hand, the University of La Laguna, with C.I.F Q3818001D, and in his name and representation Mr. Francisco Javier García Rodríguez, Rector acting on behalf of and representing said Academic Institution, with sufficient powers to hold this act in accordance with Organic Law 2/2023, of University System and Decree 66/2022, approving Statutes of this University, powers that have not been repealed or modified.

On the other hand, Loro Parque Fundación, with C.I.F G38361903 and headquarters in Puerto de la Cruz, which was constituted before the notary of La Orotava D.Miguel Alemany Escapa, on September 13,1994, and in his name and representation Mr. Jaime C. Rodríguez Cie, acting as secretary of the Foundation dated July 17,2017, and was made public by deed granted on August 08, 2017 before the notary of Puerto de la Cruz, Jezebel Rodríguez Jato under number 1382 of the protocol, a position he continues to hold today, acting under the powers conferred in his favor according to writs of elevation to public of Foundation’s social agreements on granting of powers granted before the Notary of Puerto de la Cruz, Mrs. Inmaculada Espiñeira Soto, on October 17, two thousand and six, under number 1890 of the protocol.

2. 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.

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LORO PARQUE FUNDACIÓN, (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 30/04/2024 to 31/12/2026, 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 agree to pay to the IMPLEMENTOR the funds in the following instalments:

(a) On receipt of one copy of the signed contract EURO (€): 17.522,66
[and receipt of the details of the bank
account as required under Paragraph 5
and final report from previous period if
this contract deals with a project continuation]

(b) At the end of the first year First Progress or EURO (€): 17.522,66
Technical progress and/or Interim Financial
Reports will be presented due on 30.04.2025.

See Attachment D, Paragraph 13.

(c) At the end of the first year First Progress or EURO (€): 17.522,66
Technical progress and/or Interim Financial
Reports will be presented due on 30.04.2026.

See Attachment D, Paragraph 13.

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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, 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.

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 this

Yours sincerely,

Christoph Kiessling

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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,
being the effective signature date the date of the electronic signature:

Name: Francisco Javier García Rodríguez

Signature: _____

I for and on behalf of the LORO PARQUE FUNDACIÓN agree to the above terms and
conditions.

Name: Jaime C. Rodríguez Cie

Signature: _____

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ATTACHMENT A

Design of a vaccine against *Psittacine Adenovirus 1* (PsAdV-1)

TERMS OF REFERENCE

1. Objectives and activities

OBJECTIVES

- 1. 1.** To know the humoral response in mice to different protein subunits of PsAdV-1, selected based on their relevance to the virus infection process.
- 1. 2.** To know the humoral response in mice to inactivated PsAdV-1 strains from our collection.
- 1.3.** To evaluate the protective capacity of the selected protein subunits of PsAdV-1 in cockatoos.

ACTIVITIES SCHEDULE

Project duration: until 31/12/2026

30/04/2024-29/04/2025

- Cloning, expression and purification of selected proteins.
- Obtaining antibodies in mice and rabbits against the recombinant proteins obtained.
- Study of the specificity and sensitivity of the antibodies obtained.
- Obtaining monoclonal antibodies to selected proteins.

30/04/2025-29/04/2026

- Virus cultivation from the collection.
- Cloning, expression and purification of selected proteins.
- Virus inactivation.

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- Obtaining antibodies in parrots against the recombinant proteins obtained.
- Evaluation of the immune response elicited by the inoculated proteins.
- Study of response in parrots to challenge with PsAdV-1.

30/04/2026-31/12/2026

- Cloning, expression and purification of selected proteins.
- Obtaining antibodies in parrots against the recombinant proteins obtained.
- Study of the immune response elicited by the inoculated proteins.
- Evaluation of response in parrots after challenge with PsAdV-1.
- Publication and dissemination of results.

RESEARCH GROUP

Principal Investigator: Enrique Martínez Carretero

Other investigators: Laura Andrea Charola Ramos (ULL)

Loro Parque Foundation: María José Bernal Guadarrama, Rocío Quilez Delgado and Ana Rodríguez Hernández, Richard Heidrich,, Francesco Grande, Inmaculada Gallardo, María Elena Figueroa Lampo, María Candelaria Herrera, Ana Hernández, Cristina Dreisörner, Yaiza Báez, Marcia Weinzettl, Domingo Panizo; María Elena Figueroa Lampo and Rafael Zamora Padrón

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ATTACHMENT B

Design of a vaccine against Psittacine Adenovirus 1 (PsAdV-1)

BANK ACCOUNT DETAILS

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

Account name / Nombre de cuenta:	Universidad de La Laguna
Full Bank Name / Nombre del Banco:	CAJASIETE
Branch Name and Address:	Avda. Los Menceyes, esq. M ^a Auxiliadora. 38320 La cuesta. La Laguna.
Branch Code / Código de Sucursal:	0620
SWIFT Code:	BCOEESSMM076
Account Number / Cuenta N°:	2281304523
International Bank Account No. IBAN:	ES143076062019228130452
Account Currency:	EUROS

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ATTACHMENT C

Design of a vaccine against *Psittacine Adenovirus 1* (PsAdV-1)

PROJECT BUDGET IN EURO €

As according to Project Proposal

	EUR € [FY 1]	EUR € [FY 2]	EUR € [FY 3]	TOTAL
Equipment	4.450,00	4.450,00	0	8.900,00
Travels	1.660,00	1.660,00	858,96	4.178,96
Fungibles material	4.027,75	4.027,75	2.028,60	10.084,10
Other costs	4.749,81	4.749,81	12.000	21.499,62
Indirect cost	1.488,76	1.488,76	1.488,76	4.466,27
IGIC	1.146,34	1.146,34	1.146,34	3.439,03
TOTAL	17.522,66	17.522,66	17.522,66	52.567,97

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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 and IMPLEMENTOR in the publicity. For this purpose, both parties agree to use the logo of LORO PARQUE FUNDACIÓN and IMPLEMENTOR in any dissemination activity, graphic or audio-visual material related to the project, placing them in the same position and size.
- Supply to the LORO PARQUE FUNDACIÓN 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.
- 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.

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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 is displayed in direct proportion to the level of its support to the project.		
6. The name/logo of the LPF is visible in photos/videos of project activities.		
7. Project materials used for awareness, education and publicity have been sent to the LPF.		
8. The technical and financial reports for the period have been sent to the LPF.		
9. The receipts of project expenditure have been sent to the LPF.		
10. An invoice for the instalment of funds has been sent to the LPF.		
11. Written confirmation of receiving the previous instalment of funds has been sent to the LPF.		

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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.

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- 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.

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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, 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, 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, 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.
- 7.5. All capital durable equipment, funded or donated by LORO PARQUE FUNDACIÓN 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 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.

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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 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. That means the project has to put in place strategies to reduce the consumption of energy and natural resources, to reduce the production of garbage and by-

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products (specially the generation of plastic waste), and to recycle and reuse materials were possible.

The project must have a waste management plan. Under no circumstances the garbage can be disposed, buried or burnt on the field project area. All the waste produced on the field activities must be returned to a place with the proper waste management facilities.

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:

1. First report: 29.04.2025
2. Second report: 29.04.2026
3. Final report: 31.12.2026

- (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.

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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.

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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* (prior authorization of the principal investigator and Press Office of the IMPLEMENTOR).

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 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 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. 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.

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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. PUBLICATIONS, OWNERSHIP AND EXPLOITATION OF RESULTS/

Intellectual Property (IP) rights, working methods, technology, etc. (together, knowledge); belonging to any of the parties prior to the commencement of this Contract and, likewise, those which being the property of third parties have been transferred to one of the parties or over which one of the parties has rights of use by virtue of agreements reached with them, shall continue to be the exclusive property of their holders and may not be held by any of the parties outside the scope of this Contract, and shall be subject to the bilateral licensing and/or sublicensing agreements between the parties.

Researchers who have participated in the generation of knowledge will always have all the moral rights of intellectual property, and especially the right to be recognized as its authors or inventors.

The ownership of the generated results and related rights will correspond to the entities to which these researchers are linked in the proportions that must be estimated according to the participation of the parties, projects and previous funding linked to the generation of these results.

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In order to initiate the corresponding protection procedure, if as a result of this Agreement an invention or joint result is generated, it will be notified, always prior to disclosure, to the Technology Transfer Office of the “IMPLEMENTOR” within a maximum period of 3 months. The parties that have had at least one share in that result may agree on a case-by-case basis in a co-ownership agreement. In case of results potentially protectable by industrial property titles, publications will be delayed until the patent or utility model application has been sent.

The exploitation of the results will be agreed by the owners of the results. In the event that one party is interested in the exploitation of the results that are wholly or partially owned by another party, both parties may agree on the corresponding license in a Transfer Agreement, prior to the start of exploitation.

The IMPLEMENTOR reserves the right to use the results of the project for research and teaching purposes and may publish them in scientific journals, congresses or similar prior to consent of LORO PARQUE FUNDACIÓN, always referring to this Project and without prejudice to the provisions of the following clauses.

Once this Contract has been concluded, the parties expressly agree that any research to be carried out on the results that have been the object of the collaboration will be carried out with the intervention of the other party, for which purpose one of the parties must notify the other of the corresponding project, it being understood that, if it is not expressly rejected, it is the other's desire to address it together.

The content of this Clause will remain after the termination of this Contract.

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

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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 the Canary Islands.

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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:									
INCOME	DATE	US\$ sent	US\$ received						
Instalments sent by / received from Loro Parque Fundación: 1		5000	4975	To account for bank charges etc.					
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						
TOTAL US\$ RECEIVED:		23000	22880	Local currency	Exch. Rate				
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				
FUNDS CHANGED FROM US\$ TO LOCAL CURRENCY AND AVERAGE EXCHANGE RATE				-16475	162000	9.83			
TOTAL AVAILABLE US\$ & LOCAL CURRENCY:				6405	162000				
Using the above calculated average exchange rate above Y 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) Z									
Budget items	Total Budget	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.		Expend. in US\$ X
Budget item 1	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
Budget item 2	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
Budget item 3	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
Budget item 4	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
Budget item 5	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
etc.	0.00	0.00	0.00	0.00	0.00	0.00	etc.		0.00
TOTAL	0	0	0	0	0	0	etc.		0
	A1	A2	B1	B2	C1	C2	etc.		X
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.									
NET BALANCE AT END OF REPORTING PERIOD, IN VIEW OF FUNDS AVAILABLE:			Remaining, US\$ only (=Y - TOTAL X)		Remaining, local currency only: (=Z - TOTAL XX)				
GRANTED FUNDS STILL REMAINING WITH LORO PARQUE FUNDACIÓN:			Remaining in US\$						

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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 (Director, LORO PARQUE FUNDACIÓN, 38400 Puerto de la Cruz, Tenerife, Spain).

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

Contact(s) for further information:

	Project IMPLEMENTOR	Other
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

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- 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**

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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 (Director, LORO PARQUE FUNDACIÓN, 38400 Puerto de la Cruz, Tenerife, Spain).

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

Contact(s) for further information:

	Project IMPLEMENTOR	Other
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**

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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

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