

REFRENDACION DE ACUERDO

Por el presente documento, el suscrito Lic. Juan Ríos del Prado, **RECTOR DE LA UNIVERSIDAD MAYOR DE SAN SIMON**, refrenda el acuerdo de cooperación suscrito entre **AMERICAN BIRD CONSERVANCY (ABC) Y CENTRO DE BIODIVERSIDAD Y GENETICA (UMSS)**, en los términos que a continuación se expresan:

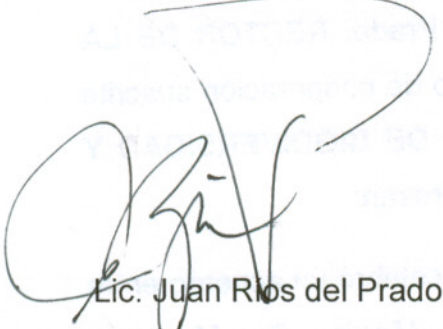
PRIMERA: ANTECEDENTES.- En el mes de marzo de 2008, se celebró un acuerdo entre AMERICAN BIRD CONSERVANCY, representada por Marrie S. Morrison, Vicepresidente de operaciones de ABC y la UNIVERSIDAD MAYOR DE SAN SIMON (UMSS) representada por Milton Fernández Calatayud, Director del Centro de Biodiversidad UMSS, con el objeto de: " Creación de una Reserva Municipal en los Valles Secos Interandinos de Cochabamba", para la Conservación de la Paraba Frente Roja, con financiamiento del primero, con una inversión de US. 160.501, en un periodo de aplicación desde el 1 de marzo de 2008 concluyendo el 31 de octubre del 2010. Las asignaciones económicas de ABC, desde el inicio, han sido transferidos a la Administración VLIR (FCyT) que administró los mismos, estando al presente el estado económico y financiero del Proyecto administrado por VLIR cerrado en la gestión 2009, debido a que dicha administración concluyó con sus proyectos propios.

Al concluir la administración por parte de VLIR (FCyT) y no habiendo concluido la aplicación del Acuerdo referido en el párrafo anterior; por disposición de normas en vigencia, los fondos otorgados por acuerdo o convenios, deben ser inscritos en el SISTEMA INTEGRADO DE GESTION Y MODERNIZACION ADMINISTRATIVA (SIGMA) a partir del presente documento de refrendación.

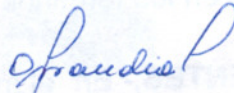
SEGUNDA REFRENDACION: Al presente, constituyendo el Acuerdo suscrito entre AMERICAN BIRD CONSERVANCY representada por Marrie S. Morrison, Vicepresidente de operaciones de ABC y la UNIVERSIDAD MAYOR DE SAN SIMON (UMSS) un acto que contribuye a la conservación de una especie en extinción; estando en plena etapa de ejecución del proyecto; el informe favorable de la Dirección de Relaciones Internacionales y Convenios DRIC, hace necesario refrendar el acuerdo suscrito, otorgando pleno valor al proyecto en ejecución, por la importancia que representa y que beneficia a la zona y al país en general; por consiguiente, el Lic. Juan Ríos del Prado Rector de la Universidad Mayor de San Simón y el Lic. Orlando Arandia Soriano Director Administrativo y Financiero, suscriben el presente documento para

refrendar el acuerdo suscrito entre American Bird Conservancy y el Centro de Biodiversidad y Genética dependiente de la FCyT.

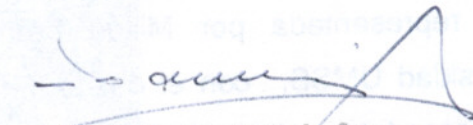
Cochabamba, 26 de febrero de 2010.



Lic. Juan Rios del Prado
RECTOR UMSS



Lic. Orlando Arandia Soriano
DAF



Dr. Oscar J. Fernandez Coca
ASESOR LEGAL UMMS

Project name	Creation and Conservation Management of the Misque River Municipal Reserve
Partner	Centro de Biodiversidad y Genética' (CBG) of the 'Universidad Mayor de San Simón'
Total funds	\$160,501 US

COOPERATIVE AGREEMENT BETWEEN

AMERICAN BIRD CONSERVANCY

AND

CENTRO DE BIODIVERSIDAD Y GENÉTICA (CBG) OF THE UNIVERSIDAD MAYOR DE SAN SIMÓN

This Agreement ("Agreement") is made and entered into as of 1 March 2008 by and between American Bird Conservancy ("ABC"), P.O. Box 249, 4249 Loudoun Avenue, The Plains, Virginia 20198, Federal Tax ID No. 52-1501259, and Centro de Biodiversidad y Genética' (CBG) of the 'Universidad Mayor de San Simón' whose address is (hereinafter referred to as "Cooperator").

Whereas, ABC desires Cooperator to perform certain consulting and related services for ABC;

Whereas, this project is funded pursuant to an agreement between ABC and the Gordon and Betty Moore Foundation Agreement No. 467.01 dated December 3, 2007. All of the provisions and requirements therein are incorporated into this Grant as set forth in Attachment C entitled "General Conditions for the Grant", which is attached hereto, and are incorporated by reference and form a part of this Agreement.

Whereas, the Cooperator is capable and willing to perform such services in accordance with the terms and conditions of this Agreement; and

Now, Therefore, for and in consideration of the mutual benefits accruing to each of the parties, ABC and Cooperator agree as follows:

A. Scope of Services

Cooperator shall competently and diligently render all services to accomplish the tasks described in Attachment A, "Statement of Work for Cooperator," which is incorporated by reference, as if fully set forth herein, and which may be modified from time to time by mutual written agreement of the parties (hereinafter referred to as the "Services").

B. Schedule



Cooperator shall use his/her best efforts to complete performance of the Services in accordance with the schedule included in Attachment B.

C. Term of Agreement

This Agreement shall begin on March 1, 2008 and shall remain in effect until October 31, 2010 ("Expiration Date"), or until the work required is satisfactorily completed, whichever occurs first. Any request for extension beyond the Expiration Date must be in writing and signed by the parties below.

D. Technical Direction

Cooperator shall report to and receive technical direction regarding the scope of work and the level of effort to be provided under this Agreement only from ABC's Project Manager, Hugo Arnal or George Wallace, as authorized in writing. Cooperator shall provide ABC with a final report once the items corresponding to this grant have been completed.

E. Consideration and Payment

1. *Measurement of Compensation.* In consideration for all work performed pursuant to this Agreement, and all rights conveyed, such as rights to inventions, designs, copyrights, patents and trademarks, ABC shall pay Cooperator no more than \$160,501 US. ABC shall be liable only for work that has been authorized in writing pursuant to Sections A and D above. The Excel Spreadsheet, Attachment E, represents the agreed upon line-item budget for this project. ABC shall have the right to audit the financial records of the Cooperator for the purposes of ensuring that the Cooperator has performed all obligations required under this Agreement, including the work described in Attachment A. Cooperator agrees to cooperate fully with ABC or its agents in any future audit of Cooperator in connection with this Grant Agreement.
2. *Invoices and Reports.* The Cooperator shall submit financial summary reports and other reports on the schedule specified in Attachment A. Each financial summary shall be supported by the reports specified in Attachment A or requested information named in Attachment A. Reports shall be submitted using the format specified in Attachment D. The narrative and financial reports will be submitted electronically to ABC's VP for Operations Merrie Morrison (mmorr@abcbirds.org) and ABC's Project Manager Hugo Arnal (harnal@abcbirds.org).
3. The Cooperator will notify ABC's Project Manager of any international travel relating to this Grant Agreement in advance of the date of travel. The Cooperator may not exceed the budget authorized for travel without ABC's prior written approval.



F. Dissemination of Results

An important aspect of the Grant is to call attention to the importance to conservation of its findings. The following is an essential part of every project.

- (a) Publicity reports. Cooperator may be asked to submit to ABC accounts suitable for inclusion in ABC's publications. These should explain: the objectives of the project and what benefits will be derived from it.
- (b) Photographs. Photographs are an integral and highly desirable part of the final report. Digital photographs in JPEG format at high resolution (5+ MP) and submitted on electronic media are preferable. Valuable photographs show habitat, birds in behavioral situations, people in action, preferably in a field situation, and all special events related to the project.
- (c) Distribution of report. The Cooperator 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.
- (d) Quotes. Quotes from local officials, particularly more senior officials, on the importance of the project, its progress, achievements, and problems, are especially useful. In addition, quotes 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.

G. Independent Cooperator

This Agreement does not constitute an offer of or Agreement of employment. The Cooperator is an independent Cooperator and is not an employee, servant, agent, partner or joint venturer of ABC. ABC is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Cooperator. The Cooperator is not entitled to receive any benefits which the employees of ABC are entitled to receive on account of their work for the ABC.

H. Access to Records and Financial Reporting

ABC, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of the Cooperator pertinent to the Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions.

As stated in this Agreement, Cooperator agrees to administer and account for the use of funds using acceptable international accounting principles.

Cooperator will maintain complete and accurate records containing all information required for verification of use of funds under this Cooperation Agreement. As indicated above, Cooperator will provide ABC with expense reports detailing expenses according to the line item budget. Additionally, Cooperator will keep its financial files with payments' back ups and supports,



according to common, legal accounting practices for four years after completion of the grant. During project monitoring visits by ABC's Project Manager after the quarterly financial reports have been submitted, the Project Manager may review the status of filed backups and receipts for that financial report.

I. Termination of Agreement

This Agreement may be terminated at any time by ABC upon the giving of a thirty (30) day written notice to Cooperator. ABC shall not be liable for any services or expenses incurred after receipt of notice of termination. In the event this Agreement is terminated by ABC while Cooperator is on travel for ABC, Cooperator shall be compensated for expenses incurred for returning to his/her residence. If Cooperator defaults on this Agreement, ABC may terminate this Agreement at any time.

ABC's funding of CBG's future payments is contingent upon (i) the Foundations's review of ABC's work in connection with this Grant and its determination that satisfactory progress and performance of the expected Purposes is occurring; (ii) the Foundations's timely receipt and the Foundation's review and acceptance of ABC's Grant Reports, other deliverables or requirements specified in the Attachments; and (iii) ABC's compliance with all terms and conditions of the Grant Agreement. The Foundation reserves the right to curtail or terminate the Grant if at any time the Foundation determines that the Grant Purposes or terms and conditions of the Grant Agreement are not being met. Should the Foundation terminate ABC's funding, ABC reserves the right to terminate this agreement.

I. Compliance with Laws

Cooperator agrees to comply with all applicable United States federal, state and local laws, and all national, regional, and municipal laws of the Cooperator's home country, or country where work is taking place, in performing this work.

A Similarly, Cooperator agrees to conduct an external audit at the end of each fiscal period (in this case Year). If Grantee is prevented from conducting the external audit by the lack of necessary funding, ABC and the Grantee will work together to find these resources. Additionally, the Grantee agrees to comply with all recommendations included in the external audit performed in 2007.

J. Insurance and Hold Harmless

As an independent Cooperator, Cooperator agrees to carry and verify existence of adequate liability and other necessary insurance. Cooperator will hold harmless ABC and its officers, agents, and employees from and against any and all claims, demands, or actions arising out of or resulting from the performance of this Agreement or the results of this Agreement, provided such damage is the result of Cooperator's negligence, omissions, or acts.

K. Publicity and Acknowledgment



Cooperator agrees that all publicity and acknowledgements will be performed in accordance with Attachment C, "Publicity and Acknowledgements". All press releases, announcements, publicity or other references to the Gordon and Betty Moore Foundation concerning the Grant, including use of the Foundation's logo must be approved in advance by ABC and the Foundation's Communications Department. Additionally, the Cooperator agrees to obtain advance written approval from ABC of any communication that may reasonably be understood to represent the views of ABC or the Foundation and to provide ABC and the Foundation with reasonable opportunity to review, comment and approve the communication in advance.

L. Information Sharing and Data Sharing

In accordance with Attachment C, the parties understand that a material condition of this Grant Agreement is that Cooperator makes the data, research, knowledge and other information developed with any Grant funds freely accessible to ABC, the Foundation, other Cooperators of the Foundation and other interested parties, consistent with the charitable purposes of this Grant.

In addition, the Cooperator will make such data, research, knowledge and other information available consistent with the Gordon and Betty Moore Foundation Data Sharing Policy (obtained by selecting "Newsroom" and then "Publications" from the Foundation website, www.moore.org).

Under the provisions of this Cooperative Agreement, ABC may produce documents, reports, studies, and maps using data produced or collected through this Project or by the joint efforts of ABC and the Cooperator. Unless otherwise agreed to by ABC and the Cooperator, the copyright and other intellectual property rights in any such products will belong to both the Cooperator and ABC. The products' authors will receive their authorial credits. Neither Cooperator will publish the results of their joint efforts without both the previous consent of the other Cooperator and without crediting the other Cooperator in the publication.

M. Collecting Policy

It is the policy of American Bird Conservancy that no funds from any of its grants be used for the collection or preparation of specimens.

N. Governing Law

This Cooperative Agreement shall be governed and construed in accordance with the internal laws of the Commonwealth of Virginia, United States.

O. Executive Order on Terrorism Financing

The Cooperator is reminded that US Executive Orders and US Law prohibit transactions with, and provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Cooperator to ensure compliance with these Executive Orders and laws.



P. Entire Agreement

This Agreement represents the entire Agreement between ABC and the Cooperator. No modification or alteration of this Agreement is acceptable except upon written agreement signed by both parties.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNATURES

For Centro de Biodiversidad y Genética

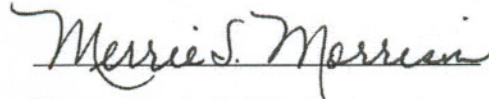


Name Milton Fernández C.

Title Director Centro de Biodiversidad

Date 13 de marzo de 2008

For American Bird Conservancy:



Name Merrie S. Morrison

Title Vice President for Operations

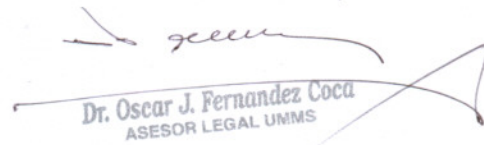
Date 3/24/08

For University Mayor of San Simón

Name Juan Ríos del Prado

Title Rector

Date:



Dr. Oscar J. Fernandez Coca
ASESOR LEGAL UMMS



Ing. Esp. Jaime Orellana J.
DIRECTOR DE RELACIONES
INTERNACIONALES Y CONVENIOS
UNIVERSIDAD MAYOR DE SAN SIMON

Attachment A

STATEMENT OF WORK FOR COOPERATOR

1. BACKGROUND:

As stated in the project presented by ABC to the Foundation, This proposal is designed to improve the protection of six key existing protected areas in the Andes-Amazon region, including the development of long-term funding for their conservation through the birding tourism. The project will also protect vital components of the Amazon watershed, benefiting downstream ecosystems and communities. A new reserve will also be created at one location that is especially critical for bird and biodiversity conservation.

The grant will be implemented by American Bird Conservancy (ABC) in partnership with a range of conservation NGOs, government agencies, and local communities. It will build capacity among these partners to ensure that the projects developed under the grant receive long-term support and monitoring. Sustainable conservation financing mechanisms will also be developed.

As indicated in the proposal, Improve management and conservation of the upper watersheds of the Apolobamba Integrated Management Natural Area and Madidi National Park; create a new Misque River Municipal Protected Area (extent to be determined) to conserve key areas of dry forest, and protect the global stronghold of the Red-fronted Macaw along the Misque River.

A
The work will include birdwatching tourism development in the parks, consolidation and restoration of key ecosystems in their upper watersheds (primarily priority *Polylepis* areas identified under the first grant); technology transfer from successful sustainable fuel-wood economy programs managed by ABC and its partner ECOAN in southeastern Peru to help create capacity for sustainable management of forests among local communities in Bolivia; and the development of a new community/municipal reserve in the Misque River region with a field station managed by the University of Cochabamba.

2. JUSTIFICATION:

In Bolivia, from the Apolobamba Cordillera to the Cochabamba area, there are groups working on conservation initiatives, but little of this effort is focused on habitat protection for the most threatened highland ecosystems such as puna, paramo yungano, and *Polylepis* forest.

The Center was created in 1997, from pre-existing units at the University. The Center manages the oldest herbarium in Bolivia: the world famous Martín Cárdenas National Herbarium, which houses historic samples of wild potatoes and a significant number of domesticated Andean plants. The Center has four main focus areas: wildlife population studies, plant ecology, biotic communities, and conservation and sustainable use of natural resources. Currently, the Center employs seven tenured scientists, 15 associate scientists, 11 field and research assistants, and



more than 40 volunteers who participate in applied research and conservation programs. Since its creation, the Center has become a national leader in conservation and science.

3. PERIOD OF THE CONTRACT: February 29, 2008 through October 31, 2010

4. OBJECTIVE OF THIS CONTRACT:

This contract outlines the activities, timeframes, and costs associated with Centro de Biodiversidad y Genética's role in the project.

5. ACTIVITIES:

- Adhere to all conditions and guidelines detailed in **ATTACHMENT C**.
- In the event that the Parcel cannot be purchased as planned, CBG will notify ABC immediately.

6. PRODUCTS: SEE ATTACHMENT B

7. REPORTING REQUIREMENTS:

Centro de Biodiversidad y Genética will provide ABC with the following:

- (a) Grant Reports:
The Cooperator will deliver an interim written report(s) to ABC (each a "Grant Report") every six months. The Grant Report will contain a detailed narrative report and financial report. Grant Reports will be submitted to ABC's Vice President of Operations and Program Manager.
- (b) Narrative Reports:
The narrative report should describe what was accomplished by this Grant as of the date of the Grant Report, outlining the activities that were undertaken by the Cooperator, the strategic choices that were made as a result of the Grant, and achievement of Grant Purposes described above.
- (c) Financial Reports:
The Cooperator will submit Interim Financial Reports quarterly. Advance Payments for the next quarter will be contingent upon receipt and approval of these reports.

The financial reports should reflect the expenditures of the Grant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Grant term (in US dollars). The financial reports should include an analysis of Budget versus actual spending by outcome or output at the level of detail contained in the Budget, and include a narrative explanation of the Budget variances. Total project spending, in addition to Foundation Grant spending, will also be provided.



In addition, the financial reports must include proposed Budget revisions for future years, if applicable.

- (d) Grant Report Follow-up:
ABC may request in-person meetings with the Cooperator to discuss details of the Grant Report, and if any Reports are deemed inadequate in ABC's reasonable discretion, ABC may require additional supporting documentation or clarifications to the Grant Report prior to release of the next scheduled payment. Upon completion of the Grant, the Cooperator will submit a Final Grant Report by December 31, 2010. The Cooperator agrees to make all reasonable modifications and corrections to the final report as requested by ABC.

8. TOTAL AMOUNT AND FORM OF PAYMENT:

Total payment during the contract period will be US \$160,501. Payments will be made no later than the following dates by invoicing ABC with a description of completed activities and their costs. Payment schedule is based on expected outcomes and expenditures. Pre-defined amounts are therefore subject to change if funds are not spent at the expected rate.

9. REPORT AND PAYMENT SCHEDULE:

Products	Date of delivery/payment	Amount
First Invoice and Transfer:	Upon signing of agreement	\$14,833
Quarterly Financial Report	April 15, 2008	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$14,833
Narrative Grant Report	July 15, 2008	
Quarterly Financial Report	July 15, 2008	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$14,833
Quarterly Financial Report	October 15, 2008	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$6,168
Narrative Grant Report	January 15, 2009	
Quarterly Financial Report	January 15, 2009	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$9,167
Quarterly Financial Report	April 15, 2009	
Quarterly Advance Payment	Upon receipt and approval of the quarterly	\$9,167



	financial report	
Narrative Grant Report	July 15, 2009	
Quarterly Financial Report	July 15, 2009	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$6,167
Quarterly Financial Report	October 15, 2009	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$6,167
Narrative Grant Report	January 15, 2009	
Quarterly Financial Report	January 15, 2009	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$21,292
Quarterly Financial Report	April 15, 2010	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$21,292
Narrative Grant Report	July 15, 2010	
Quarterly Financial Report	July 15, 2010	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	\$36,584
Quarterly Financial Report	October 15, 2010	
Quarterly Advance Payment	Upon receipt and approval of the quarterly financial report	
Final Narrative Report:	December 31, 2010	
Final Financial Report:	December 31, 2010	

9. BANK ACCOUNT TO WHICH FUNDS SHOULD BE WIRED:

Bank information for Cooperator :

Cooperator address

Swift Code: _____

ABA ID CODE: _____

Bank address

Tel. no.



Outcome 3: Effective Management and Creation of Highland Protected Areas in Bolivia. Expected Date: October 2010				Reporting	
Outputs	Activities	Completion Date	Monitor ✓	% Complete	Actual Date
3.2 Creation and conservation management of the Misque River Municipal Reserve. Work to be conducted by the Centro de Biodiversidad y Genética, at Universidad Mayor de San Simón in Cochabamba (in addition to the Misque community, the potential also exists for collaborative conservation with the nearby community of Omereque).	1. Complete Reserve Creation and Conservation Plan and maps to guide conservation actions. <i>Draft completed. Plan completed, community members contributing, maps produced and ready for inspection.</i>	7/08 7/09			
	2. Implement community outreach through individual meetings with community leaders, community workshops, and school and community outreach by staff. <i>Community members volunteering to cooperate with the project. Report on number of workshops and participants.</i>	By 7/08 By 10/10			
	3. Tourism plan to guide nature tourism developments including marketing and media strategy. <i>Draft completed. Plan completed and ready for inspection.</i>	7/09 12/09			
	4. Tourism marketing to generate income for reserve including brochure/web site. <i>Materials produced and disseminated. Visitors to pay a small fee for access to the site and for guiding - payments to be provided to local staff.</i>	7/10 10/10			



Outcome 3: Effective Management and Creation of Highland Protected Areas in Bolivia. Expected Date: October 2010				Reporting	
<i>Outputs</i>	<i>Activities</i>	<i>Completion Date</i>	<i>Monitor</i> ✓	<i>% Complete</i>	<i>Actual Date</i>
	<i>Inspect visitation records.</i>				
	5. Reserve designation. <i>Reserve formally established and decree published.</i>	12/09			
	6. Ranger station (with small dormitory). <i>Architectural plans completed.</i> <i>Construction completed.</i>	1/10 7/10			
	7. Hire two guards for the reserve. <i>Guards hired.</i> <i>Patrols conducted, incursions prevented.</i>	By 7/10 Through 10/10			
	8. Training in patrolling and community liaison for guards and guide training. <i>Report on number of guards and guides trained and skills acquired.</i>	Begin 7/10 through 1/10			
	9. Signage, trails. <i>Plan and map completed.</i> <i>Construction completed.</i>	1/10 10/10			



General Conditions for the Grant
(In Accordance with the Parent Agreement with Gordon and Betty Moore Foundation)

1. Payments:

(a) **Payment Disbursements:**

Grant funds will be disbursed according to the schedule in Attachment A, subject to the conditions of this Grant Agreement.

(b) **Use of Grant Funds:**

Cooperator will use the Grant funds solely for the Purposes of this Grant Agreement. Cooperator will repay to the Foundation any portion of the amount granted that is not used for these Purposes. Cooperator understands that this Grant is not a "gift," and understands and agrees that funds are being granted to Cooperator to pursue the Purposes outlined in this Grant Agreement.

(c) **Treatment of Interest:**

Any interest earned on the Grant funds by Cooperator from the investment of such funds should be used by Cooperator to cover project-related activities supporting the Purposes of the Grant.

(d) **Payment Contingencies:**

The ABC's funding of future payments is contingent upon

- (i) the Foundation's review of ABC's work in connection with this Grant and its determination that satisfactory progress and performance of the expected Purposes is occurring;
- (ii) ABC's timely receipt and the Foundation's review and acceptance of Cooperator's Grant Reports, other deliverables or requirements specified in the Attachments; and
- (iii) Cooperator's compliance with all terms and conditions of this Grant Agreement.

(e) **Right to Curtail or Terminate Grant:**

The Foundation reserves the right to curtail or terminate the Grant if at any time the Foundation determines that the Grant Purposes or terms and conditions of the Grant Agreement are not being met or are unlikely to be met. ABC will endeavor to give the Cooperator reasonable written notice prior to curtailment or termination to discuss the Foundation's concerns, but the determination to continue, curtail or terminate the Grant will remain in the Foundation's sole discretion. Any unspent or uncommitted funds as of the date of the Foundation's notice must be repaid to ABC.

2. Notifications:



(a) Notification for Collaborative Projects: The Cooperator will notify ABC in writing of any substantive issues or concerns that may develop between other Foundation Cooperators and/or other ABC partners (including but not limited to ECOAN, Fundacion Jocotoco, UNMSS, UNMSA) that have the potential to significantly impair or impact the Purposes, progress or schedule of this Grant.

(b) Notification of Change in Key Personnel: The Cooperator will notify ABC immediately of any change in ABC executive staff, key Grant staff or consultants responsible for achieving the Grant Purposes.

3. Grant Modifications:

The terms and conditions of this Grant Agreement may not be amended or modified, except as agreed to by the parties in writing. Any change in the Purposes for which Grant funds are spent must be approved in writing by ABC and the Foundation before implementation. Moreover, the Cooperator must obtain the prior written approval of ABC for any Budget modification that results in a variance to any annual expense category sub-total or annual output or outcome total in the Budget greater than 20 percent, whether or not the requested variance will affect the Grant Purposes. Annual sub-totals refer to the expense categories present in the Budget and may include any or all of the following: Personnel, Consultants & Contractors, Sub-grants, Scholarships & Awards, Other Direct Expenses, and Equipment & Capital Expenditures. In addition, no reallocation of Grant funds may be made to a category of Overhead or Indirect Costs.

4. Maintenance of Financial Records:

The Cooperator will maintain its financial books and records in such a fashion that it can provide ABC and the Foundation with sufficient detail to substantiate all expenditures related to the Grant. The Cooperator will make such books and records available to ABC at reasonable times. The Cooperator will keep copies of all books and records and all reports to ABC and the Foundation for at least four years after completion of the use of Grant funds.

6. Publicity and Acknowledgements:

(a) Foundation Reporting and Website Publication: The Foundation may include basic information about this Grant in its periodic public reports, once the Foundation receives a fully-executed Grant Agreement. Additionally, information will be posted on the Foundation's website immediately following receipt of the fully-executed Grant Agreement, unless the parties make alternative arrangements.

(b) Publicity and Acknowledgements by ABC: All press releases, announcements, publicity or other references to the Gordon and Betty Moore Foundation concerning the Grant, including use of the Foundation's logo must be approved in advance by ABC and the Foundation's Communications Department. Additionally, the Cooperator agrees to obtain advance written approval from ABC of any communication that may reasonably be understood to represent the views of ABC or the Foundation and to provide ABC and the Foundation with reasonable opportunity to review, comment and approve the communication in advance.



(c) Pre-Approved Attribution Language: The Cooperator may use the following standard language in making attributions for funding without prior approval of the Communications Department. However, all other references to ABC and the Foundation in press releases or other Grant publicity will require advance written approval of ABC and the Foundation's Communications Department:

(i) *About the Gordon and Betty Moore Foundation:*

"The Gordon and Betty Moore Foundation, established in 2000, seeks to advance environmental conservation and cutting-edge scientific research around the world and improve the quality of life in the San Francisco Bay Area. For more information, visit www.moore.org."

(ii) *Attribution for full Grant funding:*

"This (research, publication, project, Web site, report, etc.) is funded by the Gordon and Betty Moore Foundation through a grant with the American Bird Conservancy."

(iii) *Attribution for partial Grant funding:*

"This (research, publication, project, Web site, report, etc.) is funded in part by the Gordon and Betty Moore Foundation through a grant with the American Bird Conservancy."

(d) Logo: ABC and The Foundation encourage the use of their logos in connection with Grant Publicity. Various file formats may be obtained by contacting ABC. Supported uses of the logo include presentation materials, papers, symposia and conference brochures; use of the logo for promotional materials or commercial use (e.g., caps, jackets, mugs, tote bags, etc.) are not permitted. The Cooperator may use the ABC and Foundation logos in connection with Pre-Approved Attribution Language without the prior approval of the Communications Department. ABC will obtain the Foundation's advance written approval from the Communications Department for all other uses of its logo.

8. Foundation's Collection of Grant Information:

The Cooperator acknowledges and agrees that, in addition to research that will aid ABC and the Foundation in its evaluation of the success of the project being funded, ABC may collect information about this Grant, the Cooperator, and the issues relating to and being addressed by this Grant. In that connection, ABC or the Foundation may film, interview, and otherwise document what is being learned through the project being funded by this Grant. The Cooperator agrees to cooperate with ABC and the Foundation in these efforts. All video, audio, written, and other materials produced by ABC and the Foundation in this connection (collectively, the "Works"), including any and all copyrights in the Works, will be the sole property of ABC or the Foundation and may be made available by ABC or the Foundation to third parties in ABC and the Foundation's sole discretion. In addition, the Foundation intends to share with third parties much of the materials produced in this connection, but may impose reasonable limitations upon its use, including registering and enforcing copyrights in the Works and licensing use of the Works to ABC and others, all in the Foundation's discretion.



REPORT GUIDELINES

Please complete and send as an electronic copy (e-mail only) to harnal@abcbirds.org. Include the following:

1) Cover sheet with:

Country / Region	
Project Title	
Reporting Period	

Contact(s) for further information:

Name(s)	
Position(s)	
Organization	
Telephone	
Mobile phone	
E-mail	

Executive Summary

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

Summarise the following:**3. 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

4. Objectives

As per the project contract

5. Description of project sites

Provide maps where possible

6. Methodology

Describe the methods employed in the project

7. Results and progress

- Give the status of implementation of the project, in particular in relation to the objectives and outputs this reporting period. E.g. reports, policy documents, media articles, scientific publications
- Describe the targets attained and the important developments during the reporting period
- Targets not attained. Please note constraints and obstacles to the progress described
- Action(s) taken to overcome constraints and obstacles
- Prospects for the accomplishment of the project's objectives

8. Implications for further work

Lessons learned during the period under review and implications for further work. Include, if appropriate, an assessment of methods used.

9. Planned targets and activities for the next reporting period**10. Other comments****11. Annexes**

9. Information and Data Sharing:

The parties understand that a material condition of this Grant Agreement is that the Cooperator makes the data, research, knowledge and other information developed with any Grant funds freely accessible to ABC, the Foundation, other Cooperators of the Foundation and other interested parties, consistent with the charitable purposes of this Grant. In addition, the Cooperator will make such data, research, knowledge and other information available consistent with the Gordon and Betty Moore Foundation Data Sharing Policy (obtained by selecting "Newsroom" and then "Publications" from the Foundation website, www.moore.org).

10. Cooperator's Tax Exempt Status:

By entering into this Grant Agreement, the Cooperator confirms that its tax-exempt status has not been revoked or modified, and agrees to maintain this status during the term of the Grant. The Cooperator will notify the Foundation immediately of any change in the Cooperator's tax-exempt status or its non-private foundation status. The Cooperator has a reasonable basis for determining it will not fail to qualify as a public charity within the meaning of the Code during the term of the Grant.

11. No Promise of Future Funding:

The Cooperator acknowledges that ABC and the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this Grant Agreement. However, the foregoing is not intended to prohibit the Foundation from providing a future grant to ABC and the Cooperator, if the Foundation in its sole discretion determines that a future grant is appropriate.

