

AZA Conservation Endowment Fund Grant Terms and Conditions

Established in 1984, the AZA Conservation Endowment Fund (CEF) supports the cooperative conservation-related scientific and educational initiatives of AZA, AZA-accredited zoos and aquariums, and their collaborators. CEF grants are awarded in six categories: animal health, animal welfare, conservation education, field conservation and/or reintroduction, animal management and/or breeding, or research. Recipients of AZA Conservation Endowment Fund (CEF) or non-endowment, subsidiary grants (e.g. Amphibian Fund awards), herein collectively referred to as “CEF Awards”, agree to the following:

1. Access CEF Awards through Dedicated Funds:

CEF awards are granted through related AZA Animal Programs (Taxon Advisory Groups/Species Survival Plans®/ Scientific Advisory Groups) rather than directly to institutions or individuals. In order to receive these awards and then pass them along to the recipients, the relevant Animal Program must have a dedicated fund in place, following AZA Board-approved protocols. Once notified of having received a CEF award, Principal Investigators must contact the dedicated fund that was identified as appropriate to confirm their willingness to receive and release the CEF award. The Principal Investigators (Grantees) must then request from AZA (Grantor) that the money be released to the appropriate fund by contacting the AZA Conservation Department, 8403 Colesville Road, Suite 710, Silver Spring, MD, USA 20910-3314 or emailing CEF@aza.org. AZA will then disburse the funds to the dedicated fund, which will then forward them to the grantees. Funds will be available for disbursement beginning 1 October and must be disbursed by 31 December.

2. Reports:

Grantee agrees to provide the following reports to AZA:

1. Annual Performance Report - Due twelve months from the date the funds are released to the dedicated fund by AZA.
2. Final Report - Due within two months of completion of the Project.

Reports must be submitted electronically as either an email attachment sent to CEF@aza.org or on CD sent to AZA at the mailing address noted below.

Reports must include:

1. *Title page:* The title page will include the name of the Project, the CEF project number, the principal investigator(s), institutional affiliation, address, phone and fax numbers, and amount awarded.
2. *Description of the progress made to date:* The Annual and Final reports will contain a narrative of up to two pages that describes activities/goals completed to date. The report should make specific reference to how AZA funds have been used to support the project. If the estimated date of completion does not correspond to the date in the original proposal, please include an explanation for any delays. Final reports should include copies of publications or reports produced as a result of the grant.
3. *AZA CEF Grant Financial Report:* The Financial Report will show how the grant monies have been expended by following the format of the enclosed *Grant Financial Report* document. Receipts do not need to be submitted to AZA, but do need to be kept by the institution for disbursement and auditing purposes (See Section 5).
4. *Project photos:* Reports will be accompanied by at least two high-resolution project-related photos (at least 4 inches in size, at 300 dpi resolution) and should be saved either as JPG (preferred) or TIFF files.

Recipients of Disney Worldwide Conservation funds will have additional reporting responsibilities that the AZA Conservation Department will provide separately at the appropriate time.

The CEF Scientific Advisory Committee (SAC) understands that some modifications may be necessary in projects due to changing circumstances and events that are beyond the grant recipient's control. However, recipients are required to request permission to make any modifications that may have a significant impact on the project. This would include any significant changes in methodology, design, personnel, budget (additions or deletions of line items), scope or location of the project, schedule of completion, partner institutions, and so forth. All requests should be sent to CEF@aza.org or to the mailing address below. The SAC will review the request and a written response will be provided to the Grantee.

Note: Timely submissions of Annual and Final reports are required for consideration of future CEF awards.

3. Communications: AZA is committed to sharing the outcomes of all CEF awards. Therefore, grantee also agrees to provide the following:

1. Promotional articles - Recipients of CEF funds may be asked to prepare brief summary reports for public relations and promotional use, including publication in AZA's member magazine, *CONNECT*. Such requests may occur at any time, and recipients agree to respond by the deadline. Reports should be written for public review and not contain overly technical language or terms.
2. Abstract for a Presentation or Poster at AZA's Annual Conference - Recipients of CEF funds are encouraged to submit an abstract for either a poster or presentation at AZA's Annual Conference upon completion of the project. Posters and presentations should reflect all project outcomes.

4. General Terms and Conditions:

The grant received from the Grantor shall be used exclusively to complete the Project as set forth in the approved proposal. No portion of this grant may be used for lobbying. "Lobbying" is defined as communications directed to government officials (or which encourage other persons to contact government officials) and which strongly state or strongly imply a position of specific legislation.

Any tangible end products (i.e. videos, public service announcements, manuals, etc.) derived from CEF awards shall not be made available for sale. Samples of all tangible end products may be requested by AZA, which reserves the rights to make them available to the public on AZA's Web site or in its publications. If requests for these products are made from other organizations or individuals, only the costs associated with replication and shipping may be requested.

Grantee agrees to use the CEF logo in all presentations and posters, and to acknowledge the CEF in any publications resulting directly from work funded by this award. The AZA Conservation Department will provide the logo upon request to grantees in good standing. The logo may not be used in any manner that, in the sole discretion of AZA, discredits or tarnishes the reputation and goodwill of AZA or the CEF, is false or misleading, or mischaracterizes the relationship between AZA and the user. For additional information about Logo Usage Policy, visit <http://www.aza.org/logo-usage-policy/>.

In your agreement to submit photos with your reports or associated communications, you grant to AZA the non-exclusive, worldwide, perpetual right and license to use, display, reproduce, publish, transmit, and distribute your photograph on AZA's Web site, in our magazine, and/or in other promotional materials. Your grant and license shall also apply to any reprints, revised editions, or derivative works in any media or format, whether now or hereafter known, including without limitation other kinds of print media and electronic media. By submitting the photos you also

represent, acknowledge and warrant that (i) the submitted photograph is an original work created solely by you, and you are the sole owner of all rights, title, and interest in and to your photograph, including the copyright or have received equivalent permissions from the original photographer; (ii) AZA's publication of your photograph as authorized herein will not violate or infringe any rights, title, or interest of any person or entity; (iii) AZA's publication of your photograph will not violate any rights of privacy or publicity nor create any other liability in tort and that you have obtained a valid model release from any identifiable, individual person who is the subject of the photograph; (iv) you are not a party to and your photograph is not subject to any contract or arrangement that would conflict with your permission herein; and (v) you agree to indemnify and hold harmless AZA against any damages, losses, or expenses occurring as a result of any claimed breach of warranty.

Model Release Form: CEF-related photos that include people must be accompanied by AZA's Model Release Form signed by each person depicted. Download the Model Release Form at: <http://www.aza.org/photo-contest/>.

CEF grant money does not fund the following: Salaries for staff appointed to regular, full-time positions (exceptions include graduate student stipends, technician salaries, and start-up positions established solely for the purpose of completion of the project); tuition, university fees, or fringe benefits associated with university students or other collaborators; administrative costs (including institutional overhead and submission costs for the publication of journal articles); travel unrelated to the completion of the project (conference presentation expenses, travel to meetings, etc.); planning meetings that define, rather than implement conservation goals.

5. Accounting and Financial Review:

A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by the Grantee for a period of three years following completion of the grant. AZA may, at its expense and on reasonable notice to the Grantee, audit or have audited the records of the Grantee for a period of up to two (2) years from the date of termination of the Project for the purpose of review of the activities funded by this grant.

6. Reversion of the Grant:

Any portion of the grant unexpended at the completion of the Project or the end of the performance period shall be returned to the Grantor. Funds shall be wired to the Grantor within 60 days following completion of the Project.

7. Notices:

Any notice required under this Grant shall be in writing and shall be deemed received as of the date it is received by mail to the following address:

If to the Grantor:

Association of Zoos & Aquariums
8403 Colesville Road, Suite 710
Silver Spring, MD 20910
Attn: CEF Grant Administration

If to the Grantees:

Information will be sent to
the contact person for
the Dedicated Fund

8. Applicable Law:

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maryland (but not including the choice of law rules thereof).