



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ANNEX XVIII – COEXISTENCE GUIDELINES FOR THE CONCESSIONAIRE AND THE FPZSP



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1. PURPOSE OF THE COEXISTENCE GUIDELINES

This ANNEX sets forth the coexistence guidelines and the shared use of facilities and operating cash flows between the CONCESSIONAIRE and the FPZSP for purposes of both parties carrying out their concerning activities throughout the CONCESSION TERM.

The coexistence guidelines were devised based on attributions set forth aimed at establishing a sound communications channel between the involved parties effective the DATE OF EXECUTION of the CONTRACT, which seeks to streamline coordination and development of services and activities whose interfacing has been determined during the ZOO's operating term in the CONCESSION AREA. The purpose is to coordinate potential operational daily intersections so as to avoid there being any overlapping of attributions for the CONCESSIONAIRE, pursuant to ANNEX III.

Assets and attributions listed hereunder do not rule out PARTIES' obligations to work together to consolidate the content of this base guidelines, upon taking note of how their concerning activities interact throughout the CONCESSION TERM.

The following, among others, are the purposes for devising coexistence guidelines to guide the relationship between the CONCESSIONAIRE and the FPZSP:

- I. to help foster the FPZSP's and the CONCESSIONAIRE's coexistence and undertaking of activities, particularly inside the CONCESSION AREA;
- II. to make research activities potentially carried out compatible with the transit of vehicles and people, particularly inside the CONCESSION AREA-SP;
- III. to coordinate the transit of vehicles and people in administrative and visitor sector areas;
- IV. to enable enforceable guidelines and measures aimed at mitigating risks resulting from activities carried out under the coexistence regime;
- V. to arrange surveillance, cleaning and green area management activities in surrounding FPZSP building project areas, as well as the administrative reception area;
- VI. to arrange coexistence and activities in specific facilities.

In addition to the provisions hereunder, both the CONCESSIONAIRE and the FPZSP are free to devise, throughout the CONCESSION TERM, legal deals, whether free or onerous, whose arrangement shall be distinct to that of the CONCESSION, aimed at ensuring the best possible destination for the aforementioned assets and/or any other assets that they deem relevant. The deal shall be conditional upon the STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT's consent, undersigned as the GRANTING AUTHORITY.

2. ASSETS AND ACTIVITIES: INTERFACING AND ATTRIBUTIONS OF THE PARTIES

All activities subject to coexistence regulations for guiding the relationship between the CONCESSIONAIRE and the FPZSP shall be undertaken at the CONCESSION AREA, these being the following:

- I. free transit of collaborators;

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- II. research carried out in the CONCESSION AREA;
- III. use of Spaces;
- IV. surveillance, Cleaning and Maintenance of Grounds;
- V. transition;
- VI. Veterinary Hospital;
- VII. necropsy; and
- VIII. CECFAU-SP.

The CONCESSIONAIRE and the FPZSP shall also agree upon coexistence regulations for both parties in case emergency situations are verified, clearing access to FPZSP employees in a manner that is compatible with protocols of the Risk and Contingency Plan devised by the CONCESSIONAIRE, as specified in ANNEX III.

3. OBLIGATIONS OF THE CONCESSIONAIRE

3.1.1 The following are the CONCESSIONAIRE's coexistence obligations throughout the CONCESSION TERM:

- I. to arrange the transit of employees and vehicles inside the CONCESSION AREA-SP;
- II. to pinpoint areas in the CONCESSION AREA where FPZSP employees have restricted transit, without hampering access of those in charge of carrying out inspections;
- III. to approve research studies to be carried out in the CONCESSION AREA, taking into account criteria set forth in ANNEX III;
- IV. to control employee access, pursuant to SET OF SPECIFICATIONS rules, as well as visitors at Administrative Reception areas;
- V. to escort FPZSP collaborators during visits, if necessary;
- VI. to authorize, upon prior request, building projects and spaces to host scientific conferences or other events held by the FPZSP;
- VII. to carry out surveillance of the CONCESSION AREA, as provided in its FACILITIES' OPERATING PLANS DOCUMENT, with the exception of CECFAU I and II;
- VIII. to notify the Military Police in case of any incidents taking place in the ZOO's administrative and visitor centers, notwithstanding the duty to notify the GRANTING AUTHORITY and the FPZSP at the same time;
- IX. to promote cleaning and maintenance, as specified at Cleaning and Maintenance Plan of ZOO's administrative area, at time previously scheduled;
- X. to refrain from interfering with or managing animals until the Use and Management Authorization is issued and the breeding stock is under its care;
- XI. after the Use and Management Authorization is issued, to run operations so as to avoid animals moving around at the same time, as well as enforcing measures to duly separate FPZSP and

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CONCESSIONAIRE breeding stock while the breeding stock's species is being reassigned or moved;

- XII. to carry out the fauna's BIOLOGICAL ASSETS' inventory;
- XIII. upon devising the fauna's BIOLOGICAL ASSETS OPERATING PLAN, to provide the FPZSP with a list with the sized team's member names, for purposes of undertaking training specified in ANNEX VI;
- XIV. to clear access to FPZSP's staff, upon prior scheduling and with the exception of emergency situations, to use veterinary hospital facilities and services up to the thresholds specified in the CONTRACT and ANNEXES, as regulated;
- XV. to notify the FPZSP on the death of any animal so that the FPZSP is able to oversee necropsy proceedings, stating the place and time of the procedure at least 24 hours in advance. In any situation where a necropsy may be needed within a time frame of under 24 hours, the CONCESSIONAIRE, in mutual agreement with the FPZSP, may perform the procedure beforehand;
- XVI. to allow the appointed FPZSP employee's access to the CONCESSIONAIRE's facilities while carrying out necropsies;
- XVII. to devise a list including at least three veterinary doctors to be certified by the competent environmental entity, in case a necropsy report for a third party is required, which shall be borne by the CONCESSIONAIRE, when necessary;
- XVIII. to allow the FPZSP to use specific premises of the ZOO's current additional sector, incumbent upon the competent environmental entity's approval, until the construction works for installing the CECFAU-SP are completed;
- XIX. to notify and enforce necessary proceedings for each specific case, whenever managing animals under its care entails a health hazard;
- XX. in the event of any incident entailing a health hazard or spreading of diseases it becomes aware of, to provide all information required for the FPZSP to enforce all prevention, containment or remediation measures needed.
- XXI. to provide food to CECFAU-SP breeding stock animals until the animals are transferred to the new facilities of the aforementioned venture.
- XXII. to report potential escapes and take responsibility for capturing animals under its care, after the Use and Management Authorization is issued.

4. OBLIGATIONS OF THE FPZSP

4.1.1. The following are the FPZSP's coexistence obligations throughout the CONCESSION TERM:

- I. to devise a staff ID list to identify its employees;
- II. to instruct its employees to transit with their vehicles within CONCESSIONAIRE-defined perimeters;
- III. to identify and carry out prior registration of organization employees in charge of contract inspections;

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- IV. to notify the CONCESSIONAIRE with at least 24 (twenty-four) hours in advance on the need of its employees to access the CONCESSIONAIRE's technical grounds;
- V. to request the CONCESSIONAIRE to grant approval for it to use building projects to host scientific conferences or other events with at least 7 (seven) working days in advance;
- VI. to notify the CONCESSIONAIRE with at least 48 (forty-eight) hours in advance whenever animals leave their respective enclosures so as to avoid different breeding stocks from interacting with one another, enforcing all measures required to distinguish different species, in addition to other regulations for animal control and oversight, as set forth by the competent environmental entity;
- VII. to help devise the Fauna's BIOLOGICAL ASSETS' inventory, in addition to providing information that it holds on each species;
- VIII. to carry out training of staff submitted by the CONCESSIONAIRE in its Fauna's BIOLOGICAL ASSETS OPERATING PLAN, while complying with the provisions of ANNEX VI;
- IX. to book use of the veterinary hospital in advance, while complying with capacity thresholds provided in the CONTRACT and ANNEXES;
- X. to restrict the transit and continuance of animals set to be referred for veterinary care strictly to access routes to the veterinary hospital and on its premises, while complying with measures aimed at distinguishing different species as well as securing all proper permits issued by the competent environmental entity, for purposes of animal control and inspection;
- XI. to secure all proper permits needed to install and operate CECFAU-SP's new facilities under the Scientific Breeding Center category for conservation purposes (Conservation Breeding Center), and for use and management of species to be transferred to the aforementioned venture.
- XII. to take responsibility for the cleaning and safety of specific enclosures in the current additional sector to house CECFAU-SP's animals, as well as for their nutrition, until they are transferred to their new enclosures;
- XIII. to restrict the transit and continuance of animals strictly to areas designated in the Use and Management Authorization secured by CECFAU-SP;
- XIV. should a health hazard be verified while managing animals that are under its care, it shall notify the CONCESSIONAIRE and take specific measures;
- XV. in the event of any incident entailing a health hazard or spreading of diseases that it becomes aware of, to provide all information required for the FPZSP to enforce all prevention, containment or remediation measures needed;
- XVI. to provide the CONCESSIONAIRE with the specific diet for CECFAU-SP breeding stock animals throughout the CONTRACT's transition stage, oversee food preparation and take responsibility for the nutrition of animals under its care;
- XXIII. to report potential escapes and take responsibility for capturing animals under its care while holding the Use and Management Authorization, as well as notifying the CONCESSIONAIRE on potential animal escapes at CECFAU-SP since these are neighboring ventures.

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5. SUMMARY TABLE OF COEXISTENCE OBLIGATIONS FOR THE CONCESSIONAIRE AND THE FPZSP

ASSETS/ACTIVITIES	CONCESSIONAIRE	FPZSP
EMPLOYEE TRANSIT	to arrange the transit of employees and vehicles inside the CONCESSION AREA.	to instruct its employees to transit with their vehicles within CONCESSIONAIRE-defined perimeters.
	to pinpoint areas in the CONCESSION AREA where FPZSP employees have restricted transit, without hampering access of those in charge of carrying out inspections.	to devise a staff ID list to identify its employees.
		to identify and carry out prior registration of organization employees in charge of contract inspections.
RESEARCH AT THE CONCESSION AREA	to approve research studies to be carried out in the CONCESSION AREA pursuant to ANNEX XI , taking into account criteria set forth in ANNEX III.	to instruct its researchers on how to request to carry out research studies at the CONCESSION AREA.
	to escort FPZSP collaborators during visits, if necessary;	to notify the CONCESSIONAIRE with at least 24 (twenty-four) hours in advance on the need of its collaborators to access the grounds.
USE OF SPACES FOR SCIENTIFIC CONFERENCES AND OTHER EVENTS	to authorize, upon prior request, building projects and spaces to host scientific conferences or other events held by the FPZSP.	to request the CONCESSIONAIRE to grant approval for it to use building projects to host scientific conferences or other events with at least 7 (seven) working days in advance.
SURVEILLANCE, CLEANING AND GREEN AREA GENERAL MAINTENANCE	to carry out surveillance of the CONCESSION AREA, as provided in its FACILITIES' OPERATING PLANS DOCUMENT.	
	to notify the Military Police in case of any incidents taking place in the ZOO's administrative and visitor centers, notwithstanding the duty	

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	to notify the GRANTING AUTHORITY and the FPZSP at the same time.	
	pursuant to Cleaning and Maintenance Plans, to carry out cleaning and maintenance of the FPZSP's administrative grounds in previously scheduled times.	
BREEDING STOCK AND MANAGEMENT	to refrain from interfering with or managing animals until the Use and Management Authorization is issued and the breeding stock is under its care.	
	after the USE AND MANAGEMENT AUTHORIZATION is issued, to run operations so as to avoid animals moving around at the same time, as well as enforcing measures to duly separate FPZSP and CONCESSIONAIRE breeding stock while the breeding stock's species is being reassigned or moved;	to notify the CONCESSIONAIRE with at least 48 (forty-eight) hours in advance whenever animals leave their respective enclosures so as to avoid specific breeding stocks from interacting with each other.
TRANSITION	to devise the Fauna's BIOLOGICAL ASSETS' inventory.	to help devise the fauna's BIOLOGICAL ASSETS' inventory, in addition to providing information that it holds on each species.
	upon devising the fauna's BIOLOGICAL ASSETS OPERATING PLAN, to provide the FPZSP with a list with the sized team's member names, for purposes of undertaking training specified in ANNEX VI.	to carry out training of staff submitted by the CONCESSIONAIRE in its FAUNA'S BIOLOGICAL ASSETS OPERATING PLAN, while complying with the provisions of ANNEX VI.
VETERINARY HOSPITAL	to clear access to FPZSP's staff, upon prior scheduling and with the exception of emergency situations, to use veterinary hospital facilities and services up to the thresholds specified in the CONTRACT and ANNEXES, as regulated in ANNEX III.	to book use of the veterinary hospital in advance, while complying with capacity thresholds provided in the CONTRACT and ANNEXES.
		to restrict the transit and continuance of animals set to be referred for veterinary care strictly to access routes to the veterinary hospital and on its premises.

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NECROPSY	to disclose the time and place of the necropsy up to 24 (twenty-four) hours before the procedure.	
	to clear access to the FPZSP employee designated to carry out the necropsy to the CONCESSIONAIRE's facilities.	
	to devise a list including at least three veterinary doctors to be certified by the competent environmental entity, in case a necropsy report for a third party is required, which shall be borne by the CONCESSIONAIRE, when necessary.	to empower veterinarians to be convened to devise reports on behalf of third parties, if needed, while complying with the list to be devised by the CONCESSIONAIRE.
CECFAU-SP	to enable the FPZSP to access specific premises of the current additional sector, duly appointed by the competent environmental entity, until construction work of CECFAU-SP is completed.	to secure all proper permits needed to install and operate CECFAU-SP's new facilities under the Scientific Breeding Center category for conservation purposes (Conservation Breeding Center), and for use and management of species to be transferred to the aforementioned venture.
		to take responsibility for the cleaning and safety of specific enclosures in the current additional sector that will temporarily house CECFAU-SP's animals, as well as for their nutrition, until they are transferred to their new enclosures.
		to restrict the transit and continuance of animals strictly to areas designated in the Use and Management Authorization, to be secured for the Scientific Breeding Center.
	to notify and enforce necessary proceedings for each specific case whenever managing animals under its care entail a health hazard.	should a health hazard be verified while managing animals that are under its care, it shall notify the CONCESSIONAIRE and take specific measures.
	in the event of any incident entailing a health hazard or spreading of diseases that it becomes aware of, to provide all information required for the FPZSP	in the event of any incident entailing a health hazard or spreading of diseases that it becomes aware of, to provide all information required for the

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	to enforce all prevention, containment or remediation measures needed.	CONCESSIONAIRE to enforce all prevention, containment or remediation measures needed.
	to provide food to CECFAU-SP breeding stock animals until the animals are transferred to the new facilities of the aforementioned venture.	to provide the CONCESSIONAIRE with the specific diet for CECFAU-SP breeding stock animals throughout the CONTRACT's transition stage, oversee food preparation and take responsibility for the nutrition of animals under its care.
	to report potential escapes and take responsibility for capturing animals under its care, after the Use and Management Authorization is issued.	to report any potential escapes and take responsibility for capturing animals under its care while holding the Use and Management Authorization.

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6. GUIDELINES FOR DEVISING COMMUNICATIONS PROCEDURES

6.1. SCHEDULING OF PARTIES' ACTIVITIES

The way that communications and sharing of information between the CONCESSIONAIRE and the FPZSP parties is to take place throughout the CONCESSION TERM shall take into account regulations on asset operations commissioned by the Government of the State of São Paulo, regulated based on State Law no. 17.107/2019, in the AUCTION NOTICE, the CONTRACT and ANNEXES, in addition to regulations on activities carried out by the FPZSP.

Factors to be taken into consideration:

- I. research activities carried out by the FPZSP;
- II. breeding stock animals' wellbeing;
- III. services to be carried out by CONCESSIONAIRE and FPZSP;
- IV. asset operation methods;
- V. risks posed to visitors;
- VI. deadlines for carrying out activities;
- VII. boundaries between the visitor and administrative areas (with or without physical barriers);
- VIII. work shifts (day/night, start/finish);
- IX. identification of executing companies and their employees;
- X. loading and unloading of material/equipment;
- XI. removal of material/equipment – removal of rubbish and remains of different material;
- XII. transit/activities using workforce within these perimeters;
- XIII. routine procedures for requesting access (procedure with its several steps);
- XIV. worker and researcher safety;
- XV. minimum time needed for mobilization and demobilization; and
- XVI. any other deemed necessary for attaining the best results when it comes to enhancing both parties' activities, such as environmental education.

7. CLINICAL ASSESSMENT AND REPRODUCTION LABORATORIES

Whereas clinical assessment and reproduction laboratories remain under the FPZSP's responsibility, it shall – should it be the CONCESSIONAIRE's interest –, set forth specific costs for assessments and payment methods.