

ANIMALS EXCHANGE AGREEMENT

No. 360-18-134

between

**Zoologická zahrada hl. m. Prahy
U Trojského zámku 120/3, 171 00 Praha 7 - Troja
Czech Republic
represented by Director Mgr. Miroslav Bobek**

(hereinafter referred to as the “Prague Zoo”)

and

**Kay Clausen
Curslacke Deich 55
21039 Hamburg**

(hereinafter referred to as the “Recipient”)

Conclude the following day pursuant to the provisions of Section 2055 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended and in accordance with the provisions of Section 27 (6) of Act No. 250/2000 Coll., on Budgetary Rules of Territorial Budgets, as amended, this Agreement:





1. The Prague Zoo puts at the disposal of the Recipient for breeding and for associated display purposes these animals:

No./Sex	Species	Born	Local ID	ID/Chip	ARKS ID
0,2	Bush stone-curlew (<i>Burhinus grallarius</i>)	31.5.2017 16.7.2018	F10 F14	D 479 left X	170262 X

(hereinafter referred to as the Animals-to-be-sent)

2. The Recipient puts at the disposal of the Prague Zoo for breeding and for associated display purposes these animals:

No./Sex	Species	Born	Local ID	ID/Chip	ARKS ID
0,1	Greater Yellownape (<i>Picus Flavinucha mystacalis</i>)	2018	F42	X	X

(hereinafter referred to as the Animals-to-be-received)

(All the animals covered by this Agreement hereinafter referred to as the Animals)

3. The Animals will be exchanged by 16.11. 2018.
Picus Flavinucha mystacalis is placed in Prague Zoo since 20.4.2018 as a breeding loan.
4. If either of the parties fails to deliver any of the Animals as stated under point 3, it is required to return the animals which it has already received in exchange. Both parties may make an addendum to this Agreement specifying new terms of delivery of undelivered animals.
5. The Recipient is required to cover the transport costs of the Animals-to-be-received.
6. Each of the contracted parties confirms that it is the owner of its Animals to be exchanged.
7. The Animals will belong to the other contracting party after delivery, subject of the conditions specified in point 4.
8. The Prague Zoo provides no warranty as to the health of the Animals. Each contracting party assures that it is not aware of the Animals' having any diseases or contagious diseases. The Animals will be delivered in a good state of health, without any clinical symptoms of disease.
9. Each party is required to inform the other party of all requirements of the relevant authorities to import the Animals to the country/region of its residence.
10. The Animals will be delivered with a valid veterinary certificate and other documents respecting all requirements given by the exporting country and by the importing country as reported by each of the party (see Point 9).



11. Each party is required to ensure the Animals with adequate housing, diet, veterinary care and other necessities conducive to the well-being of the Animals, all at its own expense. Specific information pertaining to the Animals, if any, will be provided by each party.
12. Upon delivery of the Animals from the Prague Zoo to the Recipient, a hand-over certificate will be completed. The Recipient will scan the signed hand-over certificate and will send it via e-mail to the Prague Zoo within 24 hours / will hand it to the Prague Zoo representative at the time of transfer.
13. Any difference or dispute arising out of the interpretation and/or implementation of this Agreement shall be settled amicably through consultation and/or negotiations between the parties.
14. The Agreement is valid from the date of signature by both parties and terminates on the date when the last of the Animals is delivered to the other party.
15. Two originals of this Agreement are executed, one for each party.
16. Rights and obligations of the parties that are not explicitly defined in this agreement shall be governed by relevant provision of the Civil Code of the Czech Republic. While this agreement has been executed in English, it is subject to the laws of the Czech Republic only.
17. The Recipient acknowledges that the Prague Zoo is bound by the Act No. 340/2015, Register of contracts, and agrees that the text of this contract/ appendix and concerned contract will be published through the Prague Zoo in Register of contracts.
18. The Recipient declares that none of the content of this contract/ appendix and concerned contract does not consider as trade secret, and also agrees with publication of the personal data included in the contract/ appendix and concerned contract.



19. The Contracting Parties agree with publication of this Agreement in its entirety including personal data contained in the contract, as well as of the acts and circumstances associated with this Agreement, or with provision of information to third parties about this Agreement or the essential parts of this Agreement, under the conditions defined in Act No. 106/1999, free access to information, in the version current at the date of request for information or publication, and also declare that none of the contents of the Agreement shall be considered as trade secret.
20. Any changes and additions to this Agreement are only valid if in written form.

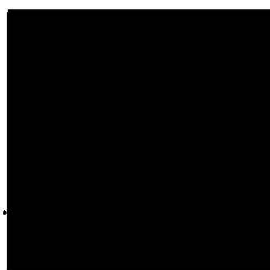
Signed on:

02 -11- 2018

Signed on:



Prague Zoo
Mgr. Miroslav Bobek
Director



Kay Clausen
Recipient