



103/19/2



ANIMAL DONATION AGREEMENT

No. 360-19-017

Zoologická zahrada hl. m. Prahy, příspěvková organizace
U Trojského zámku 120/3, 171 00 Praha 7 - Troja
Czech Republic
IČO: 00064459

represented by director Mgr. Miroslav Bobek
(hereinafter referred to as the "Prague Zoo")

and

Faruk Yalcin Hayvanat Bahcesi ve Botanik Parki Turizm Egitim Insaat ve
Ticaret Anonim Sirketi ,Faruk Yalcin Zoo ,Tuzla Yolu Cad. No. 297,41700
Darica – Kocaeli / Turkey

(hereinafter referred to as the "Recipient")

conclude the following agreement:



Zoologická zahrada hl. m. Prahy
U Trojského zámku 120/3
171 00 Praha 7 – Troja
Czech Republic

Tel.: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]
Web: www.zoopraha.cz

IČ: 00064459
DIČ: CZ00064459



Hlavní město Praha – hl. město Zoo Praha



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

No./(M,F)	Species	Born	Local ID	ID/Chip	ARKS ID
0,1	Tarctic Hornbill <i>(Penelopides panini)</i>	13.4.2018	F8	972274001014066	180176

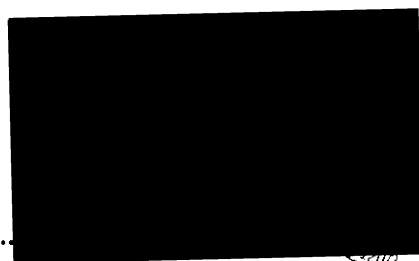
(Hereinafter referred to as the Animal)

2. The Animal will be transported by 30th March 2019.
3. The Prague Zoo confirms that it is the owner of the Animal.
4. The Animal will belong to the Recipient after delivery.
5. The Prague Zoo provides no warranty as to the health of the Animal. The Prague Zoo assures that it is aware of the Animal's having not any diseases or contagious diseases. The Animal will be delivered in a good state of health, without any clinical symptoms of disease.
6. The Recipient is required to inform the Prague Zoo of all requirements of the relevant authorities to import the Animal to the country/region of its residence.
7. The Recipient is required to cover the transport costs of the Animals (the air and ground transport, packing, loading, transport crates, export formalities) to the Prague Zoo or to the agreed Cargo agent. The Recipient agreed to pay by bank transfer to the account of the Prague Zoo or to the agreed Cargo agent within 10 banking days from the date of invoice. The payment currency is the Euro.
8. The Animal will be delivered with a valid Certificate of Health and Origin and other documents respecting all requirements given by the exporting country and by the importing country as reported by the Recipient (see Point 6).
9. Because this Animal belongs to an EEP species, the transfer and all future transfers must be allowed by the program coordinator and both the owner as well as the receiving institution agrees to follow its recommendations regarding the given Animal.
10. The Recipient is required to ensure the Animal with adequate housing, diet, veterinary care and other necessities conducive to the well-being of the Animal.



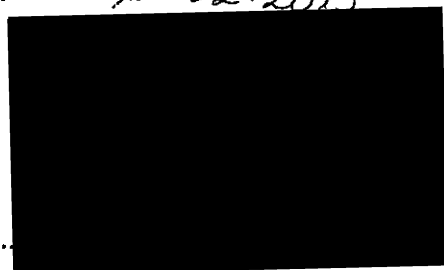
11. Upon delivery of the Animal, a hand-over certificate will be ratified. The Recipient will scan the signed hand-over certificate and will send it via e-mail to the Prague Zoo within 24 hours.
12. Recipient undertakes to make at the place of arrival all custom, veterinary and other procedures necessary for entry of the Animal into the receiving country.
13. The Agreement shall enter into force on the date of signature of both parties and becomes effective on the date of publication in the Register of Treaties.
14. 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.
15. 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.
16. Two originals of this Agreement are executed, one for each Party.
17. 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.
18. 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 contract shall be considered as trade secret.

Date: 31-01-2019



Prague Zoo
Mgr. Miroslav Bobek
Director

Date: 12.02.2019



Faruk Yalcin Zoo