





## ANIMAL DONATION AGREEMENT

Prague Zoo No. 360-17-032

Guangzhou Chimelong Group No.: GSAF17004

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

Guangzhou Chimelong Group Co., Ltd., Panyu Avenue, Panyu District, Guangzhou city, Guangdong province 511430 P.R.C

represented by general manager Mr. Dong Guixin (hereinafter referred to as the "Recipient")







conclude the following agreement:







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

No./(M,F)	Species	Born	Local ID	ID/Chip	ARKS ID
1,0	Amur leopard (Panthera pardus orientalis)	25.11.2013	M32	967000009493905	130464

(Hereinafter referred to as the "Animal")

- 2. The Animal will be delivered to Recipient on or before 31.12.2017
- 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 explicitly not permitted to use the Animal for any purposes other than those specified in this Agreement
- 7. 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.
- **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.** The Animal will be transported within a necessary time frame to ensure wellbeing of the Animal. Recipient agrees to fully cooperate with transporter.
- **10.** The Recipient is required to cover the transport costs (the air and ground transport, packing, loading, transport crates, custom export and import formalities) to the transport company according to the invoice sent additionally.
- 11. Because this Animal belongs to an EEP species, the transfer is allowed by the program coordinator.
- 12. Prague Zoo will be free of any responsibility for personal injury or damage to property due to any accident, escape or mishap resulting from this donation.
- **13.** 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.
- 14. 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.





- 15. Four originals of this agreement are executed, three for Recipients, one for the Prague Zoo.
- **16.** 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.
- 17. 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.
- 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 Agreement shall be considered as trade secret.
- 19. 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 Agreement/appendix and related contract if any will be published through the Prague Zoo in Register of contracts.
- **20.** The Recipient declares that none of the content of this Agreement/ appendix and related contract does not consider as trade secret, and also agrees with publication of the personal data included in the Agreement/ appendix and related contract.

Signed on

2 9 -03- 2017

Signed on



**Prague Zoo** 

Mgr. Miroslav Bobek

Director



Guangzhoù Chimelong Group Co., Ltd

Mr. Dong Guixin

General Manager

