Optional contractual provision: (provisions marked as "optional contractual provision" can be kept at user´s option or omitted without replacement)

[\_\_\_\_] alternative clauses and comments of industrial partners / research institutes

[\_\_\_\_] options, alternatives to be chosen directly within the agreement

\_\_\_\_\_\_\_\_\_\_\_ (to be completed by the user)

(\_\_\_\_) assistance for fill in areas, options, alternatives

TRANSFER OF OWNERSHIP OF ANIMAL SAMPLES

concluded between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name, company name)

[a company established under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g. Austrian) law

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (commercial register number), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (competent court), having its registered office in \_\_\_\_\_\_\_\_\_\_ (place)]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)

(hereinafter referred to as “Provider”)

as the party of the first part

and

\_\_\_\_\_\_\_\_\_\_\_\_\_(university) (research institute)

represented by \_\_\_\_\_\_\_\_\_\_\_ (name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

(hereinafter referred to as “Recipient”)

as party of the second part

(hereinafter jointly referred to as “Parties”)

1.

OWNERSHIP OF THE PROVIDER

The Provider is the owner of the following animals (hereinafter “Animals”): (description, in as much detail as possible, of the animals in question)

2.

OBJECT OF THE AGREEMENT

The Recipient shall have the right to take the following samples from the Animals (description, in as much detail as possible, of the samples in question) and shall acquire ownership thereof (hereinafter “Object of Purchase”).

Alternative, if no samples are taken:

The Provider shall provide to the Recipient the following samples (hereinafter “Object of Purchase”).

(description, in as much detail as possible, of the types of tissue in question, animal excretions, etc.)

Alternative:

The Provider shall provide to the Recipient the following Animals / animal carcasses (hereinafter “Object of Purchase”): (description, in as much detail as possible,)

3.

REIMBURSEMENT

The ownership of the samples shall be transferred to the Recipient for a purchase price of EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Alternative: The ownership of the samples shall be transferred to the Recipient free of charge.

4.

WARRANTY AND LIABILITY

4.1. The Provider warrants that it is the owner of the Object of Purchase. The Provider shall not accept any warranty or liability for the Object of Purchase being suitable for any given purpose.

4.2. The Recipient warrants that consent, if required, has been given by the relevant ethics commission and that the standards of good clinical practice were complied with during the taking of the samples.

5.

INFORMED CONSENT

The Provider shall transfer to the Recipient personal data, i.e. (detailed and conclusive list of all personal data made available, such as name, date of birth, etc., wording such as “including, without limitation” shall not be used) and shall agree to such personal data being used by the Recipient for conducting a research project based on the Object of Purchase, i.e. (description, in as much detail as possible, of the research project and the purpose of the research, if applicable, including a description of how the personal data will be used specifically), including for the time beyond the death of the Provider. For the purpose of (description, in as much detail as possible, of why the personal data will be passed on to third parties), the personal data shall be passed on to the following third parties (exact designation of the third parties in question). [Alternative for preceding sentence: Before being passed on to any third parties, the personal data shall be anoymised.] If the Provider revokes consent for the use of the personal data, the personal data shall either be completely anonymised and work be continued with the anonymised data [or the data shall be used only in pseudonymized form] or the research activity relying on the personal data shall be discontinued by the Recipient.

If the personal data were anonymised, it shall not be possible to revoke consent.

The revoking of consent for the use of the Provider’s personal data shall have no impact on the ownership of the research results, which shall be due to the research institution.

6.

APPLICABLE LAW AND JURISDICTION

6.1. This agreement shall be governed by Austrian law, excluding its conflict-of-law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

6.2. The court competent in the matter shall be the [Vienna Commercial Court].

7.

SIGNATURES

For the Recipient

Date: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name, title/position] [signature]

For the Provider

Date: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name, title/position] [signature]