

Examination Agreement

Between the Freistaat Bayern,
represented by the State Collection for Anthropology Munich (SAM), Karolinenplatz 2a, 80333
Munich, which is represented by the Director Prof. Dr. Joris Peters - SAM -

and

Mr./Mrs.

- Contracting party -

§ 1 Purpose of contract

The SAM

- commissions the contractor with the osteological examinations of the following objects
allows the contractor to perform osteological examinations of the following objects

Gemeinde, Landkreis	
Fundort	
Fundplatz	
Maßnahmennummer	
Magazinnummer	

The individual graves or finds are listed on a separate list attached to this contract.

§ 2 Transfer on loan

1. For this purpose only, the SAM shall lend to the contracting partner the objects described under § 1 or listed in the Annex. A transfer of the objects or parts thereof to third parties is not permitted.
2. The loan period starts on _____ and ends on _____
3. If an end of the rental period is not specified, SAM may terminate the contract by written notice to the contracting party with a notice period of 2 weeks.
4. The objects are to be returned at the end of the loan period complete and undamaged, taking into account § 3, 5 and 6.

examination must be made in rooms of SAM. In this case the regulations of § 5 para. 2 and 6 do not apply.

§ 3 Duties of the contracting party

1. The contractual partner shall observe all necessary public law regulations.
2. If the contractual partner commissions third parties with the findings, it must ensure that skeletons are processed exclusively by persons certified by the SAM or with an equivalent certificate. Exceptions to this are findings supervised by the contract partner or SAM employees, e.g. in the context of student work or foreign visiting researchers.
3. The contracting party undertakes to take the greatest care of the objects, to protect them from damage, especially from pest infestation, and not to expose them to any danger. Transportation must be carried out professionally.
4. The contractual partner undertakes to carry out the osteological examinations in accordance with the currently valid "Instructions for standardized skeleton documentation in the State Collection of Anthropology Munich" (available on the contractual partner's homepage).
5. The contracting party undertakes to provide, at the time of return of the borrowed material or the end of the examination in the SAM, the SAM with a copy of the results of its examination. Results must be completed according to appropriate guidance from the SAM and documentation forms must be given to the SAM.
6. The treatment of the objects (especially washing and restoration) is carried out according to the publicly made specifications (see homepage) of SAM.
7. Changes and interventions in the objects may only be carried out for the agreed purpose of the examination. Sampling, except for those that are specifically agreed under § 10, or other invasive, object-destructive interventions are generally not permitted.
8. Non-human bones or archaeological artifacts, if any, enclosed with the skeletal remains shall be listed as a separate list to be given to the SAM upon return of the material.

§ 4 Costs

All costs associated with the examination (incl. travel expenses, insurance, transport if necessary) are borne by the contract partner.

§ 5 Damages / impairments

1. SAM must be notified immediately of any damage to or alteration of an object as well as of any loss of an object. A photographically documented record of the type of damage or change is to be made. The contracting party shall not be entitled to repair damage itself or to have it repaired without prior consultation with the SAM. This does not apply to emergency conservation measures that are necessary to avert an imminent increase in damage or the complete destruction of the item on loan. Measures that are necessary and cannot be postponed in order to clarify the causes of the damage and to preserve claims for damages are to be initiated immediately by the contractual partner.
2. The contracting party shall be obliged to protect the objects from any seizure, attachment or interference with possession by third parties. The contracting partner shall immediately inform SAM of any measures of this kind that are to be feared and, if necessary, shall release the objects at its own expense. The contracting party undertakes to indemnify SAM against any claims under customs law, i.e. to satisfy corresponding claims directly with the claiming authority.

§ 6 Liability / Insurance

1. The contractual partner is liable within the framework of the legal regulations for all damages that arise or are caused by the fact that rental material is destroyed, damaged or changed during the rental period. He is also liable for ensuring that objects are not stolen or otherwise lost.
2. The contractual partner is recommended to take out an insurance for the skeletons in the amount of at least 1,000 € per skeleton.

§ 7 Right to publish

1. The contracting partner grants the SAM the non-exclusive right to publish the data collected by it in the course of the diagnostic procedures, in whole or in part, free of charge and without any limitation in time and place, in any form, e.g. verbally, in writing, graphically or electronically, and e.g. also to enter such data into scientific databases, to process and to reproduce such data. If the contracting party uses third parties for the execution of the contract, it shall ensure and be liable that these rights are granted to it by the third party. SAM may in turn transfer these rights to third parties.

A blocking period of _____ years from the end of the agreed loan period (cf. Section 2 (2)) is agreed.

2. The SAM undertakes to name the contracting partner and, if different, the originator as originator or co-originator in case of publications of the data and to inform the contracting partner via the e-mail address specified in this contract. The contracting party shall notify SAM of any changes to this address without delay. SAM shall not be obliged to investigate in this respect.

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3. In case of a scientific publication of the results obtained on the objects by the contracting partner, a copy of the publication shall be made available to the SAM.
4. If the contracting partner acts on behalf of a third party, he has to inform the SAM about this agreement.

§ 8 Special agreements

§ 9 Copies

SAM and the contracting party shall each receive one copy of the contract.

§ 10 Miscellaneous

1. The parties agree that the conclusion of this Agreement and any amendments and supplements thereto shall be made in writing. No verbal collateral agreements have been made.
2. The contractual relationship shall be governed by German law.
3. Place of performance as well as place of jurisdiction for all disputes arising from this contract is Munich as far as legally permissible.

SAM

Contracting partner

Munich,

Place

Date