The following information pertains to the invasive sampling of historical- or bioarchaeological material in the possession of the State Collection for Anthropology in Munich (SAM) by parties not affiliated with the SAM institution itself.

This agreement is entered into on

by and between the Staatssammlung für Anthropologie München (SAM)

and Please enter institution

Please provide a detailed description of the full project as a separate attachment (2 copies).

Brief declaration of intended purpose for sampling:

Please enter text

Both parties agree as follows:

**TERMS AND CONDITIONS**

1. The State Collection for Anthropology Munich (SAM) and the

Please enter name of institution. mutually agree to a scientific collaboration within the framework of the specified research project involving the use of bioarchaeological material currently in possession of the SAM.

1. That their respective fields of scientific endeavour address different problem statements. These interests should be awarded the respect and understanding expected for a collaborative effort. Open discussion of research intentions, research results, and interpretations is expected.
2. Any decisions influencing the sampling strategies shall be subject to open discourse between both parties.
3. A joint decision to modify or alter research intentions based upon results or new opportunities offered that would positively influence the scientific project.
4. That each institution shall provide its own facilities, equipment, scientists and skills to accomplish tasks involved and which are necessary for completion of the project.
5. Funding terms shall be specified in the attached project description.
6. The SAM will provide its own anthropologists, archaeozoologists and laboratory facilities.
7. Second party infrastructure shall be specified in the attached project description.
8. That bioarchaeological material originating from historical settings comprises an important and invaluable basis upon which scientific efforts rely to promote the refinement or development of both bioarchaeological and zooarchaeological skills.
9. That each party’s respective skills augment one another and are necessary to facilitate the successful completion of the scientific project goals.
10. To an open sharing of information to yield the best and most comprehensive result possible.
11. Publications based upon the use of the SAM samples will be co-authored with the SAPM. The order of author appearance will be jointly decided upon in accordance with the accepted rules used by the biological sciences community.
12. Following the initial joint publication, each party is free to use the results acquired independently for further publications provided that reference to the original parties be made.
13. The invasive nature of the sampling procedure requires the removal of tissue (bone, tooth, skin, hair etc.) from a given biological object. The method of sampling, amount of material contained in the individual samples and location of sampling procedure shall all be dictated by the SAM.
14. Should it be necessary to transport the bioarchaeological material from the SAM facility for purposes involving sampling or analysis, then only with approval of the SAM, and the borrower assumes full responsibility for loss or damages incurred to the object, whereby the object’s predetermined value in Euro shall be recompensed by the borrower and not the SAM.
15. Photographic documentation prior to sampling or sending of specimens to another facility is conducted by the SAM. For their own protection and in the interest of second parties, a photographic record of materials upon delivery should be made by them to record the state of intactness or level of damage incurred by third parties. To ensure authenticity, the photographic documentation shall be sent to the SAM promptly following delivery.
16. The bioarchaeological samples shall be used solely for the intended purpose, as stated above, and remain in possession of the party conducting the sampling procedure until completion of the stated analytic work. It is strictly prohibited that the aforementioned samples be further lent or given to, or used by third parties other than those entered into this agreement either before, during or after use of the sampled material. Should this happen, it is understood that this action is in violation of this agreement and the immediate return of the samples is required.
17. Unused sampled material shall be returned to the SAM following completion of the intended scientific project upon which time the SAM will be notified. Use of the sampled material for purposes other than those declared is in violation of this agreement.
18. In the event of a conflict of interest or violation of the agreed upon terms, the SAM reserves the right to renege the agreement prior to or during sampling, and withdraw the authorization given to the non-affiliated parties intending to sample or engaged in the sampling of SAM bioarchaeological material.
19. Samples originating from material in the SAM’s custody shall not be misused to indicate SAM endorsement.
20. Staff or personnel involved in the sampling procedures work at their own risk. The SAM or affiliated institutions shall not be held responsible for personal injuries incurred to second party members.
21. The agreement is subject to termination by either party after three months notice is given. This may ensue, for example, if violations of the agreement terms remain unresolved, through irrevocable damage to the joint undertaking, when the bond of trust is compromised or other actions deleterious to the collaborative relationship persist.
22. This agreement is subject to the laws and regulations of Germany.
23. Disputes that cannot be resolved amicably will be settled by arbitration in Munich, Germany.

Listing of Material(s) to be Sampled From: Please enter here To: Please enter here

|  |  |  |  |
| --- | --- | --- | --- |
| **Sample Description** | **Value €** | **Catalog No.** | **Photo document** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| Please enter name | Please enter phone number |
| Name &Title | Phone |
|  | Please enter date |
| Signature | Date |
| Please enter adress | |
| Adress | |
| Please enter name of department | Please enter dept. phone |
| Name of Department | Dept. Phone |
|  | Please enter date |
| Department Head or Designee Signature | Date |
| Please enter text here. | |
| Department Address | |
| Please enter department contact person | |
| Department Contact Person | |

**This agreement shall not become effective until the date of the last signature**

Approved:

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

Director, State Collection for Anthropology Munich Date

Approved:

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

Director, State Collection for Anthropology Munich Date