

## **TRANSFER CONVENTION (SALES AND DONATIONS)**

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Mr / Ms / Dr / Prof.....(insert NAME),  
from.....  
.....

(insert INSTITUTION / COMPANY NAME and ADDRESS if applicable), hereinafter known as the 'provider', declares to have sold / donated to

Mr / Ms / Dr / Prof.....(insert NAME),  
from.....  
.....

(insert organisation name and address if applicable), hereinafter known as the 'taker', the following scientific asset(s):

<b>SOLD / DONATED ASSET:</b>
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<b>ASSET DESCRIPTION:</b>
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<b>ASSET TRANSFER CONDITION(S):</b>
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Financial contribution associated to the transfer of the asset.....(insert PRICE in euros)

Transfer convention made at.....(insert CITY NAME)  
on..... (insert DATE).

**Provider signature**

**Taker signature**

PS: This standard transfer convention template can be freely downloaded from [www.ooverlab.com](http://www.ooverlab.com). It consists in an agreement that solely binds the provider and the taker of a scientific asset. Under no circumstances shall Ooverlab Management Team be liable for any damages relating to the use, inappropriateness or incompleteness of the present transfer convention provided.

## **TRANSFER CONVENTION (RENTALS)**

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Mr / Ms / Dr / Prof..... (insert NAME),  
from.....  
.....

(insert INSTITUTION / COMPANY NAME and ADDRESS if applicable), hereinafter known as the 'provider', declares to have leased to

Mr / Ms / Dr / Prof.....(insert NAME),  
from.....  
.....

(insert organisation name and address if applicable), hereinafter known as the 'taker', the following scientific asset(s):

<b>RENTAL ASSET:</b>
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<b>ASSET DESCRIPTION:</b>
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<b>NOTE(S) ON ASSET STATE:</b>
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This convention is valid for the period beginning on .....(insert DATE) at .....(insert TIME) and ending on .....(insert DATE) at .....(insert TIME). Financial contribution associated to the transfer of the asset .....(insert PRICE in euros). Deposit associated to the transfer of the asset .....(insert PRICE in euros). The taker will receive its deposit back once the asset has been returned to the provider. The provider may keep part or all of the deposit in order to repair damages made by the taker on the rental asset.

## **ASSET RENTAL CONDITIONS**

1. The taker can solely use the rental asset. He cannot lend, rent or sell the asset to a third party.
2. The taker has to use a rental asset with care and in an appropriate manner. He has to take all reasonable precautions in order to avoid damages to the asset.
3. The taker cannot partly or fully change the construction or appearance of the rental object without first having obtained written permission from the provider.
4. The taker has to use the asset only in the context of lawful activities.
5. The taker has to use the asset in a way that it does not cause any damages to other people or to the environment.
6. The taker agrees that he has accepted the rental object in good working order without deficiencies visible to the expert eye except those deficiencies and overdue maintenance stated in the Box 'Note(s) on the asset state' of the present transfer convention. This box should be filled by both parties (the provider and the taker) during a joint pre-inspection and may be complemented with photo and/or video material. A joint final inspection performed by both parties will allow checking that no damages were made to the rental asset during the rental period. This final inspection will have to take place the day the asset is returned to the provider.
7. The taker may not pretend to any reduction in rental fee or to cancellation of the asset rental in case of a diminished use of the rental asset unless this diminished use has been caused by evil intent or gross negligence from the provider or by defects the provider were aware of upon writing the present transfer convention.
8. The taker is responsible of any damages to the rental asset that was neither mentioned in the Box 'Note(s) on the asset state' nor visible on the photo and/or video material attached to the transfer convention, except if it can be established that the damages are not attributable to the taker. The maximum liability of the taker in that context corresponds to the amount of the deposit.
9. During the rental period, the taker is responsible of any risk relating to the rental asset, including the risk of theft or loss. The maximum liability of the taker in that context corresponds to the amount of the deposit.
10. The taker is responsible of any damage made to other people or to the environment when using the asset.
11. The taker has the obligation to pay the rental fee to the provider maximum three days following the end of the rental period. After that delay, the provider can impose on the taker an extra 10 % charge over the outstanding amount, without prejudice to other claim or sanction, notably in order to recover the outstanding amounts.
12. The provider is not responsible for (i) any condition or property of the asset not attributable to the taker that was present prior to the writing of the transfer convention and was at that time reasonably noticeable during a proper and expert inspection of the rental object but was neither mentioned in the Box 'Note(s) on the asset state' nor visible on the photo and/or video material attached to the transfer convention; (ii) defects to modifications applied or accepted by the taker and additions and modifications and defects stemming from these, detrimental to the rental object, to people or the environment; (iii) the consequences of defects that have occurred after the writing of the transfer convention; (iv) the consequences of defects that the provider were not aware of upon writing the transfer convention; (v) any possible damage to the taker resulting from delay in the transfer of the asset, unless this delay in transfer is attributable to evil intent or gross negligence of the provider himself; (vi) any damage to people or the environment inherent to the use of the asset unless the damage is the result of evil intent or gross negligence on the part of the provider or damages resulting from defects the provider was aware of upon writing the transfer convention.

This transfer convention shall be subject to and interpreted to the laws applicable in the statutory residence or the business location of the provider.

Provider and taker have to settle any dispute regarding the execution of the asset transfer between them via mediation at first and subsequently via arbitration, unless both parties mutually agree differently.

Transfer convention made at.....(insert CITY NAME)  
on..... (insert DATE).

**Provider signature**

**Taker signature**

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