

European Zebrafish Resource Center
Institute of Biological and Chemical Systems -
Biological Information Processing

Dr. Robert Geisler
Hermann-von-Helmholtz-Platz 1
76344 Eggenstein-Leopoldshafen

E-Mail: EZRC-Requests@ibcs.kit.edu
Fax: +49 721 608-24664
<http://ezrc.kit.edu>

Material Transfer Agreement

This Agreement is entered into between the

Karlsruhe Institute of Technology (KIT)
Kaiserstr. 12
76131 Karlsruhe, Germany

for its

European Zebrafish Resource Center (EZRC)
(hereinafter called the „DISTRIBUTOR“)

and

(hereinafter called the „RECIPIENT“),

having offices at

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Your request for biological material(s) („MATERIAL“) to be supplied by the European Zebrafish Resource Center (EZRC), a unit of the Karlsruhe Institute of Technology (“DISTRIBUTOR”), requires that you (the “RECIPIENT”) agree to the following terms and conditions (such terms and conditions shall also apply to any and all subsequent supply of Material from DISTRIBUTOR to RECIPIENT):

1. The DISTRIBUTOR delivers the MATERIAL listed in Appendix 1 that has been provided to it by the institution(s) listed in Appendix 1 (hereinafter called the “PROVIDER”). The PROVIDER will retain the unrestricted right to distribute the MATERIAL to other commercial or noncommercial entities.
2. The MATERIAL and any descendants will be used for academic and non-commercial research purposes only (hereinafter called the “RESEARCH”) and will not be sold or bred for sale.
3. THE MATERIAL WILL NOT BE USED IN HUMAN SUBJECTS, CLINICAL TRIALS, OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN SUBJECTS.
4. The RESEARCH will be carried out under the direction of the RECIPIENT SCIENTIST signed below.
5. The MATERIAL is the property of the PROVIDER.
6. The MATERIAL will not be further distributed to others without written permission from the PROVIDER.
7. The RECIPIENT is not supposed to return any unused MATERIAL to the DISTRIBUTOR.
8. The RECIPIENT shall agree that the EZRC, an institution of the DISTRIBUTOR will be acknowledged for delivery of the MATERIAL in publications concerning the RESEARCH. For MATERIAL where a provider (“PROVIDER”) other than EZRC is also identified, RECIPIENT agrees to also acknowledge such PROVIDER in publications reporting use of the MATERIAL, to the effect of the following: „MATERIAL was generated by PROVIDER and obtained from the European Zebrafish Resource Center of the Karlsruhe Institute of Technology (KIT).“ Regarding the use of such publications, the DISTRIBUTOR agrees that the RECIPIENT exercises all rights in the copyright.
9. Because the MATERIAL is experimental in nature, IT IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The DISTRIBUTOR has used its best efforts to verify the identity of the MATERIAL but cannot guarantee that it is as indicated by the PROVIDER. The DISTRIBUTOR and PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT or made against RECIPIENT by any other party, due to or arising from the use, storage or disposal of the MATERIAL by RECIPIENT, except to the extent such loss, claim or demand is the direct result of DISTRIBUTOR’s or PROVIDER’s gross negligence or wilful misconduct.
10. The RECIPIENT shall notify EZRC no later than three days after receipt of the MATERIAL if the MATERIAL did not arrive in a lively condition. The RECIPIENT shall confirm the identity of the MATERIAL and notify the DISTRIBUTOR of any inconsistencies no longer than 6 months after receiving the MATERIAL (by E-mail to EZRC-Requests@ibcs.kit.edu).
11. The parties hereto shall mutually waive any claims for themselves and their staff members in respect of any damage resulting from the performance of this AGREEMENT, except in case of intent or gross negligence.
12. The RECIPIENT shall agree to use the MATERIAL in compliance with all applicable statutes and regulations.

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Material Transfer Agreement Appendix 1

MATERIAL	PROVIDER
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MATERIAL TRANSFER AGREEMENT - Appendix 1