

## License 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)**

and

(„PROVIDER“),

having offices at

1. „MATERIAL“ means the animals, including all progeny, subclones, plasmids, and derivatives thereof as listed on Appendix 1. Appendix 1 is part of this License Agreement.
2. KIT represents that it has the facilities, personnel and expertise to archive and reproduce MATERIAL for distribution to the research community. KIT agrees to expend reasonable efforts and resources to archive and reproduce MATERIAL for distribution to the research community.
3. PROVIDER hereby grants to KIT a worldwide, non-exclusive license to make, breed, use, and distribute MATERIAL for academic research purposes only. KIT shall have the right to distribute MATERIAL without obtaining permission of the PROVIDER to non-profit organisations. KIT will require all recipients to confirm in writing that the MATERIAL and its descendants, if any, shall not be used for sale nor redistributed to any third party outside of the recipient's institution, and shall be used solely for academic /research purposes.
4. As soon as practicable after execution of this Agreement, PROVIDER agrees to provide KIT with a sufficient amount of MATERIAL to establish a breeding colony and to use reasonable and diligent efforts to maintain MATERIAL in the PROVIDER'S facility until KIT has done so.
5. In consideration of the grant in Paragraph 3 above, KIT agrees not to distribute MATERIAL to any for-profit third party without prior written consent of PROVIDER. KIT agrees to ask whether the purchaser is a for-profit entity, and if so identified, advise the purchaser that it must first obtain a use license from PROVIDER. PROVIDER shall notify KIT of its written consent within ten (10) days of execution of any use license for MATERIAL. It shall be the sole responsibility of PROVIDER to grant and enforce any use licenses.
6. As part of KITs performance under this Agreement, KIT agrees to use its reasonable best efforts to make MATERIAL available to the research community as soon as practicable.
7. KIT agrees that this Agreement does not preclude PROVIDER from distributing the MATERIAL to third parties for research or commercial purposes.
8. Except as provided in Paragraph 3 of this Agreement, PROVIDER grants no patent rights expressly or by implication to any anticipated or pending PROVIDER patent applications or issued patents.
9. NO WARRANTIES, EXPRESS OR IMPLIED, ARE OFFERED AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE MATERIAL PROVIDED TO KIT UNDER THIS AGREEMENT, OR THAT THE MATERIAL MAY BE EXPLOITED WITHOUT INFRINGING THE PATENT RIGHTS OF ANY THIRD PARTIES. KIT accepts license rights to the MATERIAL „as is“, and PROVIDER does not offer any guarantee of any kind. KIT and PROVIDER will not be liable for any causes of action, including any special, indirect or consequential damages arising out of any use, storage or disposal of the MATERIAL by recipients. As the MATERIAL will be sent to KIT as a stock for distribution KIT will not be liable for the genotype of the MATERIAL.
10. KIT agrees in its use of any PROVIDER-supplied MATERIAL to comply with all applicable statutes, regulations and guidelines including not to use the MATERIAL for research involving human subjects or clinical trials.
11. PROVIDER may terminate this Agreement if KIT is in default in the performance

of any material obligation under this Agreement, and if the default has not been remedied within ninety (90) days after the date of written notice by PROVIDER of such default. Such termination shall become automatically effective unless KIT shall have cured any such default prior to the expiration of the ninety (90) day period. A termination does not affect other Agreements concluded between KIT and Recipient.

12. Upon termination of this Agreement, KIT agrees to provide PROVIDER with certification of the destruction of the MATERIAL.
13. KIT and recipients of MATERIAL from KIT are encouraged to publish the results of their research projects using the MATERIAL. In all oral presentations or written publications concerning the MATERIAL, KIT will acknowledge the contribution of PROVIDER as the institution supplying the MATERIAL, unless requested otherwise by PROVIDER. KIT will require recipients to acknowledge the contribution of PROVIDER in a similar fashion unless requested otherwise by PROVIDER. Recipients of MATERIAL will also be required to acknowledge KIT .
14. This Agreement constitutes the entire understanding of PROVIDER and KIT and supersedes all prior agreements and understandings with respect to the MATERIAL.
15. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement. The Parties shall make every effort to settle amicably all disputes or difficulties arising from this Agreement without recourse to the courts. In case an amicable agreement cannot be achieved, notwithstanding all efforts made, the disputes and difficulties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration language shall be English.
16. Paragraphs 8, 9, 15 and 16 of this Agreement shall survive termination of this Agreement.

#### AUTHORIZED SIGNATURES

In Witness Whereof, the parties have executed this agreement on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **PROVIDER**

Name: \_\_\_\_\_

Titel: \_\_\_\_\_

Signature: \_\_\_\_\_

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

For **KIT**

Name: \_\_\_\_\_

Titel: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# License Agreement Appendix 1

MATERIAL: