

European Zebrafish Resource Center
Institute of Toxicology and Genetics

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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

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”):
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@itg.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.

13. Either party hereto may terminate this AGREEMENT after the starting date of this AGREEMENT by written notice to the other party in case the other party is acting in breach of one of the articles of this AGREEMENT.

14. Any agreement to change the terms of this AGREEMENT in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

15. The MATERIAL is provided in exchange for a transmittal fee solely to reimburse the DISTRIBUTOR for its preparation and distribution costs.

16. The parties hereto shall make reasonable efforts 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 competence for settlement of such disputes shall lie with the courts of general jurisdiction. The laws at the seat of the respective defendant shall apply.

17. This AGREEMENT is effective upon signature by RECIPIENT and distribution of the MATERIAL by DISTRIBUTOR to RECIPIENT. RECIPIENT must send one completed copy by E-mail to EZRC-Requests@itg.kit.edu.

For RECIPIENT

Recipient Scientist: Name in letters - Signature - Date

Authorized Official: Name in letters - Signature - Date

Material Transfer Agreement Appendix 1

MATERIAL	PROVIDER