



Zebrafish International Resource Center

Letter Agreement for the Transfer of Biological Materials

Your request for biological material(s) ("Material") to be supplied by the Zebrafish International Resource Center, a unit of the University of Oregon ("ZIRC"), 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 ZIRC to Recipient):

1. The Material and any descendants will be used for academic and non-commercial research purposes only and will not be sold or bred for sale.
2. THE MATERIAL WILL NOT BE USED IN HUMAN SUBJECTS, CLINICAL TRIALS, OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN SUBJECTS.
3. The Recipient will not distribute the Material to others. The Recipient shall refer any request for Material to ZIRC.
4. The Recipient agrees to appropriately acknowledge ZIRC in any publications reporting use of the Material. ZIRC shall be referred to as the "Zebrafish International Resource Center at the University of Oregon." For Material where a provider ("Provider") other than ZIRC is also identified, Recipient agrees to also acknowledge such Provider in publications reporting use of the Material.
5. The Material is understood to be experimental in nature and may have hazardous properties. NEITHER ZIRC NOR PROVIDER MAKES ANY REPRESENTATIONS REGARDING THE MATERIAL OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. To the extent permitted by law, Recipient agrees to hold harmless and indemnify the State of Oregon (including ZIRC) and Provider and their respective agents, employees, volunteers and assigns with respect to claims by any party that may arise from the use, storage or disposal of the Material by the Recipient, except to the extent that such claims are caused by the gross negligence or willful misconduct of the State of Oregon (including ZIRC) or Provider.
6. The Recipient agrees to comply with all applicable laws, regulations, policies, and guidelines in its use of the Material.
7. The Material is provided in exchange for a transmittal fee solely to reimburse the ZIRC for its preparation and distribution costs. Such fees are described in accordance with the accompanying schedules, which may be found online at http://zfin.org/zf_info/stckctr/fees.html.
8. This Agreement constitutes the entire agreement of the parties. The terms and conditions of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner without the prior written consent of the ZIRC, acting through its Director of Technology Transfer ("DTT"). Recipient shall not assign, sell, transfer, or delegate any or all of its rights under this Agreement without the prior written consent of the ZIRC, acting through its DTT. ZIRC may terminate this Agreement for any or no reason at any time by providing written notice to Recipient. Notice shall be deemed received by the Recipient three days after it is deposited by ZIRC into the U.S. Mail, first class, postage pre-paid. This

Agreement may be executed in facsimile or other counterparts, which together will constitute one instrument. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The Recipient shall be responsible for maintaining and distributing copies of this Agreement within its organization.

9. To be effective, this letter must contain all information and be executed as required below. Recipient must send or fax one completed copy to the following address: Director, Zebrafish International Resource Center, 5274 University of Oregon, Eugene, OR 97403-5274; Fax: 541-346-6151.

ZIRC

Director, Zebrafish International Resource Center Date

Don Gerhart, Ph.D., Director, Technology Transfer Date

Recipient

Recipient Scientist : _____

Recipient Organization: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Certification of Authorized Official: I certify that I am duly authorized to execute this Agreement.

Signature of Authorized Official Date

Certification of Recipient Scientist: I have read this Agreement. I understand and agree to abide by the terms and conditions contained in this Agreement.

Recipient Scientist Date