



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. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. ZIRC will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of ZIRC.
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 Associate Vice President for Innovation (“VPI”).

