



Zebrafish International Resource Center

Zebrafish Depositor License Agreement

This Agreement is entered into between the University of Oregon, through the Zebrafish International Resource Center, Eugene, Oregon 97403 ("ZIRC"), and _____ ("PROVIDER"), having offices at _____.

1. "FISH" means the animals, including all progeny, subclones, and derivatives thereof as listed below:

2. ZIRC represents that it has the facilities, personnel and expertise to develop FISH for distribution to the research community. ZIRC agrees to expend reasonable efforts and resources to develop FISH for distribution to the research community.
3. PROVIDER hereby grants to ZIRC a worldwide, non-exclusive license to make, breed, use, and distribute FISH for research purposes only. ZIRC shall not have the right to grant sublicenses.
4. As soon as practicable after execution of this Agreement, PROVIDER agrees to provide ZIRC with a sufficient number of FISH to establish a breeding colony and to use reasonable and diligent efforts to maintain FISH in the PROVIDER's facility until ZIRC has done so.
5. In consideration of the grant in Paragraph 3 above, ZIRC agrees not to distribute FISH to any for-profit third party without prior written consent of PROVIDER. ZIRC 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 ZIRC of its written consent within (10) days of execution of any use license for FISH. It shall be the sole responsibility of PROVIDER to obtain and enforce any use licenses.
6. This Agreement shall become effective on the date when the last party to sign has executed this Agreement and shall remain in effect unless terminated under the terms of Paragraphs 14 or 15 below.
7. As part of ZIRC's performance under this Agreement, ZIRC agrees to use its reasonable best efforts to make FISH available to the scientific community as soon as practicable.
8. ZIRC will inform all recipients that the FISH and their descendants, if any, shall not be bred or used for sale nor redistributed to any third party outside of the recipient's institution, and shall be used solely for research purposes.
9. ZIRC agrees that this Agreement does not preclude PROVIDER from distributing the FISH to third parties for research or commercial purposes.

10. 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.
11. NO WARRANTIES, EXPRESS OR IMPLIED, ARE OFFERED AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE FISH PROVIDED TO ZIRC UNDER THIS AGREEMENT, OR THAT THE FISH MAY BE EXPLOITED WITHOUT INFRINGING THE PATENT RIGHTS OF ANY THIRD PARTIES. ZIRC accepts license rights to the FISH "as is", and PROVIDER does not offer any guarantee of any kind. Except to the extent prohibited by law, ZIRC assumes all liability for damages which may arise from its use, storage or disposal of the FISH. The PROVIDER will not be liable to ZIRC for any loss, claim or demand made by ZIRC, or made against ZIRC by any other party, due to or arising from the use of the FISH by ZIRC, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider.
12. ZIRC agrees in its use of any PROVIDER-supplied FISH to comply with all applicable statutes, regulations and guidelines including not to use the FISH for research involving human subjects or clinical trials.
13. ZIRC may terminate this Agreement upon sixty (60) days written notice to PROVIDER.
14. PROVIDER may terminate this Agreement if ZIRC 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 ZIRC shall have cured any such default prior to the expiration of the ninety (90) day period.
15. Upon termination of this Agreement, ZIRC agrees to return all FISH to PROVIDER, or provide PROVIDER with certification of their destruction.
16. ZIRC and recipients of fish from ZIRC are encouraged to publish the results of their research projects using the FISH. In all oral presentations or written publications concerning the FISH, ZIRC will acknowledge the contribution of PROVIDER as the institution supplying the FISH, unless requested otherwise by PROVIDER. ZIRC will require recipients to acknowledge in a similar fashion unless requested otherwise by Provider. Recipients of FISH may also acknowledge ZIRC.
17. All notices required or permitted by this Agreement shall be given by prepaid, first class, registered or certified mail properly addressed to the other Party at the address designated below, or to such other address as may be designated in writing by such other Party, and shall be effective as of the date of the postmark of such notice.

For PROVIDER:

For ZIRC:

Zebrafish International Resource Center
5274 University of Oregon
Eugene, OR 97403

18. This Agreement constitutes the entire understanding of PROVIDER and ZIRC and supersedes all prior agreements and understandings with respect to the FISH.
19. 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.

20. Paragraphs 8, 10, 11, 12, and 19 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: _____

Title: _____

Signature: _____

Date

FOR ZIRC:

Name: Zoltan Varga, Ph.D.

Title: Director of Zebrafish International Resource Center

Signature: _____

Date

FOR ZIRC:

Name: Orca Merwin, J.D.

Title: Associate Director, Innovation Partners

University of Oregon

Signature: _____

Date