



Zebrafish International Resource Center

Letter Agreement for the Transfer of Biological Materials

To continue with your purchase of biological material(s) supplied by the Zebrafish International Resource Center, a unit of the University of Oregon (“ZIRC”), you agree to the following terms and conditions (“Agreement”):

1. Definitions:

- a. PROVIDER: ZIRC, acting as a distributor, providing the ORIGINAL MATERIAL.
- b. RECIPIENT: Organization receiving the ORIGINAL MATERIAL.
- c. RECIPIENT SCIENTIST: The individual receiving material at RECIPIENT.
- d. ORIGINAL MATERIAL: The biological material(s) being transferred.
- e. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
- f. PROGENY: Unmodified descendant from the MATERIAL.
- g. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL.
- h. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
- i. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
- j. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under

a state nonprofit organization statute. As used herein, the term also includes government agencies.

2. The PROVIDER (or, if PROVIDER is not the originator of the MATERIAL, PROVIDER's depositors) retains ownership of the Material, including any Material contained or incorporated in MODIFICATIONS.

3. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER or PROVIDER's depositors retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2(a) or 2(b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

- a) is to be used solely for teaching and academic research purposes;
- b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
- c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
- d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

5. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER agrees to make the MATERIAL available, under a separate agreement to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

6.

- a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.
- b) Under a separate agreement at least as protective of the PROVIDER's or PROVIDER's depositor's rights, the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.
- c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER or PROVIDER's depositors and the PROVIDER or PROVIDER's depositors have no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall

prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

7. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER or PROVIDER's depositor, including any altered forms of the MATERIAL made by the PROVIDER or PROVIDER's depositor. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER or PROVIDER's depositor for COMMERCIAL PURPOSES.

8. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER or PROVIDER's depositors to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER or PROVIDER's depositors shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the United States Federal Government.

9. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

10. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO 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.

11. 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. The PROVIDER 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 the PROVIDER.

12. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications. If RECIPIENT is referencing PROVIDER, PROVIDER will be referred to as the "Zebrafish International Resource Center at the University of Oregon."

13. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

14. The MATERIAL is provided in exchange for a transmittal fee solely to reimburse the PROVIDER 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.

15. 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 PROVIDER, acting through the University of Oregon's Office of the Vice President for Research and Innovation ("OVPRI"). RECIPIENT shall not assign, sell, transfer, or delegate any or all of its rights under this Agreement without the prior written consent of the PROVIDER. PROVIDER 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 PROVIDER into the U.S. Mail, first class, postage pre-paid, or by email. 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.

16. These terms shall apply to any and all subsequent supply of ORIGINAL MATERIAL from PROVIDER to RECIPIENT.

17. To be effective, this letter must contain all information and be executed as required below. Recipient must send or email/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@zebrafish.org.

Signatures on the following page.

PROVIDER - ZIRC

Zoltan Varga, Ph.D., Director, Zebrafish International Resource Center _____ Date

Orca Merwin, J.D., Associate Director, Innovation Partners _____ Date
University of Oregon

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