

MATERIAL TRANSFER AGREEMENT FOR TRANSGENIC FLY LINES

The Vienna Drosophila Resource Center (hereinafter called the “VDRC”) is part of the VBCF Vienna Biocenter Core Facilities GmbH, Dr. Bohr Gasse 3, A-1030 Vienna, Austria. The VDRC maintains and further develops Drosophila transgenic libraries and makes the Drosophila stocks available to researchers worldwide.

VBCF Vienna Biocenter Core Facilities GmbH (hereinafter called the “Provider”) agrees to provide

..... (hereinafter called the “Recipient”) the transgenic fly line(s) specified in its order(s) (hereinafter called the “Original Material”) to be used for the sole purpose to conduct the Recipient’s internal biomedical research and development as specified in your order(s), for the sole purpose to conduct the experiments outlined in the letter dated (hereinafter called the “Purpose”; a copy of the letter is enclosed), subject to the terms and conditions set forth in this Material Transfer Agreement for Transgenic Fly Lines (the “Agreement”).

The VDRC will provide the Recipient with the requested transgenic fly line(s) after having received a completed and signed copy of this Agreement.

The following is agreed upon:

I. Definitions:

1. **“Original Material”**: (i) the transgenic fly line(s), at any stage of development, as specified in your order and transferred by Provider; (ii) fly line(s) obtained by modification(s) of the fly lines (i) that do not result in a modification of the germ line; (iii) Progeny of either the fly line(s) defined in (i) or in (ii) of this paragraph.
2. **“Progeny”**: Descendants obtained by sexual reproduction or cloning.
3. **“Derivatives”**: Transgenic fly lines obtained from the Original Material through one or two generations of crosses into any genetic background.
4. **“Material”**: The Original Material and/or Derivatives.
5. **“Recipient Scientist”**: The scientist at Recipient’s organization who is authorized to use Material in compliance with the Purpose subject to the terms of this Agreement.
6. **“Third Party”**: Any natural person or legal entity, regardless of whether non-profit or for-profit, except for Provider or VDRC and Recipient or Recipient Scientist.

II. Terms and Conditions of this Agreement:

1. The Provider agrees to provide the Material to the Recipient for use solely in internal research and development, in compliance with the Purpose.
2. The Material will remain or upon originating become the property of the Provider.
3. The Recipient shall

- a. use the Material solely for internal research and development, in compliance with the Purpose;
- b. use the Material only in the laboratory of the Recipient Scientist under the direction of the Recipient Scientist or of other person(s) working under the direct supervision of the Recipient Scientist;
- c. not transfer the Material to any Third Party without prior written permission of the Provider;
- d. acknowledge the VDRC as a source of the Material in any publication or patent application disclosing results obtained with the Material;
- e. inform the VDRC, no later than two months after the filing date, on any priority patent application for an invention generated by use of the Material, specifying the filing date and at least one inventor;
- f. instruct and obligate Recipient Scientist and any other person(s) according to 3b) to act in compliance with this Agreement.

4. The Recipient will be held liable for any breach of the Agreement by Recipient Scientist or any other person(s) under 3b).

5. 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 GIVES 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.

6. The Recipient assumes all liability for damages which may arise from the 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 not alterable by law when caused by gross negligence or willful misconduct of the Provider.

III. Payment and Shipment:

1. The Recipient agrees to pay the appropriate fee as agreed with VDRC. If not agreed upon otherwise, the Material will be shipped by Courier. Risk passes with dispatching to the Courier. Recipient agrees to pay any and all transportation costs, which will be billed directly to Recipient, applicable taxes as well as applicable customs duties.

2. The VDRC will ship the Material upon receipt of this signed Agreement and the payment according to paragraph III 1. of this Agreement. The Agreement, as well as any other information and request in connection with it, must be sent to the following address:

VDRC Vienna Drosophila Resource Center

VBCF Vienna Biocenter Core Facilities GmbH

A-1030 Vienna, Dr. Bohr-Gasse 3

Fax: +43-1-7962-3242-27021

E-Mail: office@vdr.c.at

IV. General Terms

1. Amendments of the Agreement will only be effective when done in writing.
2. This Agreement is subject to Austrian law with the exception of the rules on Conflict of Laws and the UN-Agreement on the Sale of Goods. Jurisdiction has the materially competent court at the Seat of the Provider in 1030 Vienna.



Agreed:

.....
Name and Address of Recipient's organization

.....
Name and Position of Legal Representative

.....
Signature of Legal Representative

.....
Date

Read and acknowledged by Recipient Scientist:

.....
VDRC User Name

.....
Printed name of Recipient Scientist



.....
Signature of Recipient Scientist

.....
Date