

MATERIAL TRANSFER AGREEMENT FOR TRANSGENIC FLY LINES

between

University of Zürich, FlyORF (Zurich ORFeome Project), currently located at IMLS Y55-L, Winterthurerstrasse 190, 8057 Zurich, Switzerland (hereinafter referred to as "FlyORF")

and

[Institution: Name, Address, ZIP, City] (hereinafter referred to as "RECIPIENT")

Preamble

FlyORF has developed transgenic fly lines (ORIGINAL MATERIAL) in the course of academic research.

The RECIPIENT wishes to conduct non-commercial research with the requested fly lines.

FlyORF is willing to provide the ORIGINAL MATERIAL to RECIPIENT under the following terms and conditions:

1. Definitions:

"RECIPIENT SCIENTIST" is

„ORIGINAL MATERIAL“: The transgenic fly lines (*Drosophila melanogaster*) as specified in RECIPIENT's order(s).

"PROGENY": Unmodified descendant from the MATERIAL, such as organism from organism.

"UNMODIFIED DERIVATIVES": Substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL including any flies or fly lines obtained by modification(s) of the ORIGINAL MATERIAL that do not result in a modification of the germ line.

"CROSS-BRED FLY LINES": Fly lines created by RECIPIENT through breeding of ORIGINAL MATERIAL with another fly strain.

"MATERIAL": ORIGINAL MATERIAL and PROGENY and UNMODIFIED DERIVATIVES thereof.

"COMMERCIAL PURPOSES": The sale, lease, license, or other transfer of the MATERIAL to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL 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 to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

"NON-PROFIT ORGANIZATION(S)": A university or other institution of higher education 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 MATERIAL is the property of FlyORF and is to be used by RECIPIENT solely for non-commercial research purposes at RECIPIENT's institution and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under RECIPIENT SCIENTIST's direct supervision. The MATERIAL will not be used in human subjects or in clinical trials involving human subjects without the written permission of FlyORF.
3. RECIPIENT SCIENTIST agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT's institution without the prior written consent of FlyORF.
4. The MATERIAL may be bred for the purpose of maintaining the strain or for the creation of CROSS-BRED FLY LINES.

5. Ownership: (a) FlyORF retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in CROSS-BRED FLY LINES. RECIPIENT may transfer such CROSS-BRED FLY LINES to NON-PROFIT ORGANIZATIONS.
(b) RECIPIENT retains ownership of those materials created through the use of the MATERIAL, which are not PROGENY or UNMODIFIED DERIVATIVES.
6. (a) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of FlyORF. In particular, no rights are provided to use the MATERIAL and any related patents of FlyORF for COMMERCIAL PURPOSES.
(b) If RECIPIENT desires to use the MATERIAL for COMMERCIAL PURPOSES, RECIPIENT agrees, in advance of such use, to negotiate in good faith with FlyORF to establish the terms of a commercial license. It is understood by RECIPIENT that FlyORF shall have no obligation to grant such a license to RECIPIENT, and may grant exclusive or non exclusive commercial licenses to others.
7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. FlyORF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS 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.
8. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. FlyORF will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except when caused by the gross negligence or willful misconduct of FlyORF.
9. RECIPIENT'S SCIENTIST agrees to acknowledge FlyORF as the source of the MATERIAL in all publications.
10. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations including, for example, those relating to research involving the use of animals or recombinant DNA.
11. The MATERIAL is provided with a fee, which is listed on the FlyORF website. The fee is payable in advance. The recipient agrees to pay any and all transportation costs, applicable taxes and applicable custom duties.
12. The effective date of this Agreement is the date of the last required signature obtained. Any electronic (PDF) or facsimile transmission of this Agreement that is signed by an authorized representative of each Party shall be legally binding and enforceable.

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

For FlyORF

Date: _____

By: _____
(Printed Name and Title/Position)

(Signature)

RECIPIENT SCIENTIST

Date: _____

By: _____
(Printed Name and Title/Position)

(Signature)

RECIPIENT AUTHORIZED OFFICIAL

Date: _____

By: _____
(Printed Name and Title/Position)

(Signature)