

ANIMAL TRANSFER AGREEMENT FOR TRANSGENIC FLY LINES

The Vienna Drosophila Resource Center (hereinafter called the “VDRC”) is part of the Vienna Biocenter Core Facilities GmbH (VBCF), 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.

Vienna Biocenter Core Facilities GmbH (hereinafter called the “Provider”) agrees to provide the (hereinafter called the “Recipient”) the transgenic fly line(s) specified in your order(s) (hereinafter called the “Original Material”) to be used for the sole purpose to conduct your internal non-commercial biomedical research as specified in your order(s) (hereinafter called the “Purpose”), subject to the terms and conditions set forth in this Animal Transfer Agreement (the “Agreement”).

The VDRC will provide the Recipient Scientist with the requested transgenic fly line(s) after having received a 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.

7. **“Commercial Research”**: Any research using the Material that has or will have a commercial benefit to the Recipient and/or Recipient Scientist and/or a Third Party. Commercial Research includes contract research, research as part of a collaboration or consultancy for a for-profit organization or for any other commercial benefit, including manufacture, sale, lease or license. Commercial Research also includes use of the Material in screens with the aim of a direct or indirect commercial benefit. However, industrially sponsored academic research shall not be considered a use of the Material for Commercial Research *per se*, unless any of the above conditions of this definition are met. Remuneration received by Recipient Scientist from Recipient for conducting research in compliance with the Purpose shall not be considered to be a commercial benefit.

II. Terms and Conditions of this Agreement:

1. The Provider agrees to provide the Material to the Recipient for use solely in internal research other than Commercial Research, in compliance with the Purpose.
2. The Material will remain the property of the Provider.
3. The Recipient shall
 - a. use the Material solely for internal research other than Commercial Research, 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 other person(s) working under his/her direct supervision;
 - 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) under 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 EXTEND 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. 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 wilful misconduct of the Provider.
7. The Recipient agrees to pay the appropriate fee as indicated in the payment information on the website. The fee is payable in advance by credit card. Delivery terms are ex works (Incoterms 2000). Recipient agrees to pay any and all transportation costs, applicable taxes and applicable customs duties.
8. Only written variation of the Agreement will be effective.
9. This Agreement shall be governed by and construed in accordance with Austrian law without regard to the conflict of laws provisions thereof. All disputes arising out of or in connection with this Agreement shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.

The VDRC will ship the Material upon receipt of this signed Agreement, which, as well as any other information and request in connection with it, has to be sent to the following address:

Vienna Drosophila Resource Center (VDRC)
Vienna Biocenter Core Facilities GmbH (VBCF)
A-1030 Vienna, Dr. Bohr-Gasse 3
Fax: +43 1 797 30 22 7021
E-Mail: office@vdr.at

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