

MATERIAL TRANSFER AGREEMENT

No:

(for office use only)

RETURN (by post or courier) TO:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

User Name	
Institute Name:	
Institute Address:	

Resource Name:

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AGREEMENT CONCERNING USE AND DISTRIBUTION OF THE CLONES

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX UK (“DISTRIBUTOR”) is providing You with CLONES (as defined herein) in order to advance the public interest and to advance the objectives of the Dana Farber Cancer Institute, Inc (the “ORIGINATOR”) who is the originator of this resource.

By purchasing and/or using the CLONES You hereby agree to the following terms.

1. In this Agreement the following words shall have the following meanings:

"CLONES" means the *C. elegans* Open Reading Frame bacterial clones developed by the ORIGINATOR and provided to You by DISTRIBUTOR.

"STOCK" means any comparable bacterial stock derived from the CLONES

1. 2. Delivery of and payment for all supplies of the CLONES made pursuant to this Agreement shall be subject to DISTRIBUTOR's standard terms and conditions of sale (from time to time), a copy of which is appended hereto. To the extent that any provision of DISTRIBUTOR's standard terms and conditions of sale is inconsistent with any provision of this Agreement, the terms of this Agreement shall prevail.

2. 3. Further copies of DISTRIBUTOR's standard terms and conditions may be viewed and downloaded from <http://www.hgmp.mrc.ac.uk/About/Registration/terms.html>

3. 4. You undertake to use the CLONES in compliance with all applicable laws, governmental regulations and guidelines pertaining to research with humans, or animals, or with recombinant DNA.

4. 5. YOU ACKNOWLEDGE THAT THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS AND YOU UNDERTAKE THAT IT WILL NOT BE USED IN RELATION TO SUCH SUBJECTS.

5. 6. You agree that the Clones are provided solely for Your own use. Subject to the terms of this Agreement, You may use the CLONES for Your own commercial and/or non-commercial purposes save always that under no circumstances shall You sell, redistribute or transfer any CLONES or STOCK to any third party.

6. 7. You agree to publish the results of any research involving the CLONES as soon as is reasonably practicable and to acknowledge the ORIGINATOR with a reference in the publication describing the original generation of the resource. You will include the unique and specific identifier of each arrayed CLONE (which was initially assigned by the ORIGINATOR, and accompanies the CLONES provided by DISTRIBUTOR) in data pertaining to the CLONES submitted to public databases and in resulting publications. This nomenclature consists of the term “CloneID”.

7. 8. You agree that the CLONES are experimental in nature and are provided without warranty of suitability, merchantability or fitness or fitness for a particular purpose or any other warranty, express or implied. The CLONES are provided without representation or warranty that the use of the CLONES will not infringe any patent or other proprietary right of a third party.

8. 9. You agree that the ORIGINATOR and DISTRIBUTOR's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the CLONES shall be limited to the price which You have paid to purchase the CLONES (save always that neither the ORIGINATOR or DISTRIBUTOR is seeking to exclude liability for loss arising from death or personal injury caused by negligence or for fraudulent misrepresentation).

9. 10. You acknowledge that the price of the CLONES reflects the level of risk being accepted by DISTRIBUTOR and the ORIGINATOR. You should consider seeking insurance in relation to any risk not accepted by DISTRIBUTOR and/or the ORIGINATOR under this Agreement in relation to Your use of the CLONES.

10. 11. You agree to hold harmless and indemnify the ORIGINATOR and DISTRIBUTOR, and persons acting on their behalf, for any claims, losses, damages or expenses related to Your possession,

use, storage and/or disposal of the CLONES.

11. 12. The ORIGINATOR may enforce the terms of Clauses 8, 9 and 11 of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12. 13. Except as provided in Clause 12 no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than YOU and DISTRIBUTOR.

13. 14. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of the Agreement. Both You and DISTRIBUTOR acknowledge that it is your intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

14. 15. Any disputes arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in all respects in accordance with the laws of England and that You hereby agree to submit to the exclusive jurisdiction of the English courts.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed in the first instance to:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013

I have read and accept the conditions for use of the CLONES as stated above.

Name

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Position

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Company/Institution

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Address

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Signature

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Date