# Agreement for release of materials J. W. Goethe University Frankfurt

**Between Senckenberganlage 31**

**60325 Frankfurt am Main**

 **GERMANY**

 **Responsible scientist:**

 **Prof. Dr. Harald von Melchner**

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 - thereafter called „owner“-

**and**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - thereafter called „recipient“-

1. **Owner is proprietor of certain information, documentation and materials, relating to**

***LTBP4 knock out mice (3C7); Genes Dev 16, 2264, 2002***

**recipient desires to obtain from owner samples/copies of the following information, documentation and materials (thereafter jointly called „materials“):**

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***B6.129S2-Ltbp4<Gt(U3Cre)1Vmel>/VmelKieg (3C7) Mice***

 **for the following purposes:**

1. **Recipient agrees that he**
2. **will use the materials only for the purposes set out above and will not use them for any commercial purposes whatsoever including commercially sponsored research**

 **and**

1. **will not give access to the materials to any third person which is not authorized by the owner,**

 **and**

1. **will not make the materials subject of any application for intellectual property rights**

 **and**

1. **will not make multiplications of any kind of the materials except for those needed for mutagenesis in ES cells without the prior written consent of the owner.**
2. **Recipient shall acknowledge owner as the source of materials in any publication which mentions them. Recipient shall send to owner a copy of any reports or publications which describe work carried out by recipient using the materials.**
3. **The materials shall remain the property of owner and be returned on request if ever possible. No license under any intellectual property of the owner is granted or implied by this agreement.**
4. **Recipient shall use materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the materials. The materials are not to be used for research or testing involving human subjects or for any therapeutic or in vivo diagnostic purpose.**
5. **The materials are experimental in nature and accordingly owner gives no representation, warranty or other term, express or implied, with regard to the materials as to their quality, conditions, correspondence with description, fitness for any purpose, or as to non-infringement of third party rights, and all terms implied by statute are fully excluded. Without limiting the foregoing, owner, its agents and representatives assume no warranty that the materials are safe or non-toxic, or as to the testing of the materials for the presence or absence of pathogens or otherwise, and recipient accepts all risk of harm with respect to the materials. Owner shall have no liability, for the use of the materials by the recipient or any other person, or the consequences of their use except to the extent arising from the owner's negligence or willful misconduct, and recipient shall hold harmless owner, its agents and representatives against such liability and any claims arising from such use, except to the extent such liability or any claims are the result of negligence or willful misconduct of owner.**
6. **If recipient is an employee, a free lance worker, a consultant, a professor or a scientific assistant of any public or private institution, entity or authority (hereinafter jointly called “institution“), recipient has the whole obligations under this agreement with regard to such institution, if not the institution agrees to be bound by this agreement itself in full.**
7. **If the materials or parts of them have not been published or become known otherwise to the public in a legal manner at the time, when they are being made available by owner to recipient, recipient undertakes to keep all such materials or all such parts of materials strictly confidential and not to release them in whole or in part to any third party**
8. **If any provision of this agreement turns out to be or becomes invalid, this may not affect the validity of the additional stipulations. In such case the parties are obliged to agree upon a new provision, which in a legally valid manner comes economically next to the invalid one.**
9. **In case that either party breaches this agreement as determined by a court of competent jurisdiction, that party is obliged to pay to the other party all damages and costs, including all attorney’s costs that arise out or in connection with such breach of contract, especially with regard to a court trial or arbitration.**

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| --- | --- | --- |
| **Signed for and on behalf RECIPIENT by its duly authorised representative:****Signature/Date:** |  | **Signed for and on behalf of OWNER by its duly authorised representative:****Signature/Date:** |
| Name:**Title:** |  | **Name:** **Title:**  |

*Read and understood*