

Permission Form

By signing below, we

.....,

agree vis-a-vis

Max-Dellbrück-Center (MDC), Berlin-Buch
Robert-Rössle-Str. 10
13092 Berlin

to the following:

1. We will use the mice of mouse model **EM: 01789 “conductin^{+/-lacZ}-mice”** including any progeny or biological material derived from the aforementioned mice (the *Material*) exclusively for research purposes, excluding research sponsored by a commercial partner and excluding research as part of a cooperation with a commercial partner. We will not release the *Material* to any third party without prior written permission of MDC.
2. In case we publish findings and results obtained in the course of research involving the *Material* in articles and presentations we will name MDC as the source of the *Material*.
3. Where the research involving the *Material* results in an invention directly relating to the *Material*, we will promptly disclose such invention to MDC who shall treat the information regarding the invention strictly confidential. We hereby grant to MDC a transferable non-exclusive right to use such invention and resulting patent rights ("Recipient IP") for research purposes.
4. We will use the *Material* at our own risk. All claims based on the legal or other defects of the *Material* shall be excluded and there are no representations and no warranties of any kind, expressed or implied, as to merchantability of the *Material* or fitness for a particular purpose, nor that the use of the *Material* will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.
5. We assume all liability for damages which may arise from our use, storage or disposal of the *Material* and hold MDC and his representatives harmless for any loss, claim or demand which could be raised against MDC by any other party, due to, or arising from, our use of the *Material*, except when the damage has been caused by gross negligence or wilful misconduct of MDC.
6. This Agreement shall be valid for 5 (five) years after its effective date.
7. If any provision of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the intent of the parties.
8. Any dispute, controversy or claim arising under, out of or relating to this Agreement shall be referred to and finally and exclusively determined by arbitration in accordance with WIPO Expedited Arbitration Rules. The place of arbitration shall be Berlin. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Germany.

Recipient

Name

Title

Date

Signature _____