

MATERIAL TRANSFER AGREEMENT

The

Helmholtz-Zentrum für Infektionsforschung GmbH <i>Helmholtz-Centre for Infection Research</i>	Inhoffenstr. 7 38124 Braunschweig Germany
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(hereinafter called HZI)

is willing to provide

Research Institute/University: _____

Department: _____

Town: _____

Street: _____

Country: _____

Name of Investigator: _____

Telephone-No.: _____

Fax-No.: _____

e-mail: _____

(hereinafter called *Recipient*)

with a certain research animal known as: **Mus musculus (mouse) - C57Bl/6J-Jmjd6** tm1.1
Gbf

(said animal and progeny thereof being referred to herein collectively as the *Animal*).

Intended research with the Requested Animal (keywords only): _____

The Parties herewith agree as follows:

1. The Animal furnished to the Recipient pursuant to this Agreement and derivatives thereof (including but not limited to cross-bred animals and cells, cell-lines or other products derived directly or indirectly from the Animal, or cross-bred animals (referred to herein as the Derivatives) will be maintained within the sole possession and control of the Recipient and will be used solely by the Recipient for research purposes as described above.

2. Recipient agrees to maintain the Animal in confidence. Neither the Animal itself nor Derivatives and material derived therefrom may be distributed, transferred or sold by the Recipient to any third party for any purposes whatsoever without the prior written agreement of HZI. The supply of the Animal by HZI does not in any way constitute a license or represent an implied license to make, use, or sell the Animal or Derivatives therefrom.
3. The Recipient will at all time use the Animal or genetically altered material only in accordance with applicable laws and regulations.
4. The Animal and related information are provided without warranty of merchantability or fitness for a particular purpose or any warranty, express or implied, and without any representation or warranty that the use or supply of the Animal or the Derivatives or the information will not infringe any patent, copyright, trademark or other right.
5. The Recipient shall be responsible for all damages to life and property that might occur as a result of Recipient's research with the Animal which is supplied to the Recipient pursuant to this Agreement.
6. The validity, construction and performance of this Agreement shall be governed by German law. The courts of Braunschweig shall have exclusive jurisdiction for any dispute arising from this Agreement.
7. HZI warrants and represents that it has the right to transfer Animal hereunder, and that it is not under any obligation, express or implied, inconsistent with the terms hereof.
8. Neither party may use the name of the other party in any publication concerning the subject matter of this Agreement without prior written consent of the other party. Recipient will in any publication referring to the Animal or Derivatives or reporting the research carried out with the Animal or any Derivatives cite HZI as the source of the Animal.
9. This Agreement constitutes the entire agreement between the parties with respect to the Animal and supercedes all prior agreements, whether written or oral, relating thereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Braunschweig, _____

Signed on behalf of Recipient:

Helmholtz-Zentrum
für Infektionsforschung GmbH

(Name of Research Institute/University)

ppa Prof. Dr. Klaus Schughart
Scientific Controlling

By: _____
(Signature of Representatives)

Typed Name: _____

Date: _____

i.V. Dr. Christiane Kügler-Walkemeyer
Legal Affairs and Licenses

By: _____
(Signature of responsible Investigator)

Typed Name: _____

Date: _____