

Agreement for the Transfer of KOMP Related Material to the KOMP Repository

Definitions:

DONOR: Organization contributing KOMP related material to the KOMP
DONOR SCIENTIST: Scientist of the DONOR
KOMP: National Institutes of Health (NIH) Knock-Out Mouse Program at UC Davis
RECIPIENTS: Organizations requesting and receiving KOMP related material

The DONOR is providing the following KOMP related materials:

(hereinafter referred to as MATERIAL).

1. The above MATERIAL is made available by UC Davis through the KOMP to the RECIPIENTS as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.
3. The MATERIAL can be used for any research purpose, including research directed toward the discovery, development or commercialization of therapeutic and diagnostic products, resulting from any and all teaching, research and development activities conducted by faculty, researchers, students or other employees of the RECIPIENTS, whether or not resulting in patentable inventions and whether or not published, but excluding any fee-for-service conducted for the benefit of a third party.
4. The RECIPIENTS shall refer any outside request for the MATERIAL to the KOMP. To the extent supplies are available; the KOMP agrees to make the MATERIAL available to other scientists. However, the RECIPIENTS may distribute modifications of the MATERIAL to universities and nonprofit organizations who sign a material transfer agreement with the KOMP.
5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE DONOR AND THE KOMP MAKE NO REPRESENTATION 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. Unless prohibited by law, the RECIPIENTS shall assume all liability for claims and damages they incur by third parties which may arise from the use, storage or disposal of the MATERIAL by the RECIPIENTS.
6. The MATERIAL is provided by the DONOR at no cost.
7. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

A DONOR AUTHORIZED OFFICIAL (e.g., a technology licensing official) and the DONOR SCIENTIST must sign and return this Agreement to the KOMP. The KOMP will return an executed copy of this Agreement to the DONOR. The DONOR can then contact the KOMP to transfer the MATERIAL.

The KOMP will not accept any changes or modifications to this Agreement.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

Name of the DONOR:

Name of the DONOR SCIENTIST:

Address of the DONOR:

Telephone number of the DONOR: Fax number of the DONOR:

E-mail address of the DONOR:

Certification of the DONOR AUTHORIZED OFFICIAL: The MATERIAL is being provided to the KOMP by the DONOR for redistribution by the KOMP to researchers for research purposes.

Signature of the DONOR AUTHORIZED OFFICIAL Date

Name of the DONOR AUTHORIZED OFFICIAL


Title of the DONOR AUTHORIZED OFFICIAL

Acknowledgement of the DONOR SCIENTIST: I have read and understood the conditions outlined in this Agreement regarding the release of the MATERIAL to the KOMP for redistribution.

Signature of the DONOR SCIENTIST Date

Name of the DONOR SCIENTIST

UC DAVIS AUTHORIZED SIGNATURE


Signature of the Authorized UC Davis Official April 19, 2013

Jan D. Carmikle, Senior Intellectual Property Officer, Technology Transfer Services Date

Please email the completed Agreement to: orders@komp.org; or
fax it to: 530.757.3284; or
deliver it to:
The Mouse Biology Program
Knockout Mouse Project
University of California
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