

### **Biological Material Transfer Agreement**

In response to the user's ("RECIPIENT") request for certain clones of the DKFZ central repository ("MATERIALS"), DKFZ administration requires that RECIPIENT agree to the following before the RECIPIENT receives the MATERIALS.

1. The MATERIALS are the property of DKFZ and/OR PROVIDING/ COLLABORATING PARTNERS (Harvard Institute of Proteomics, EMBL, University Tübingen) and are made available as a service to the research community.
2. MATERIALS ARE NOT FOR USE IN HUMANS.
3. MATERIALS will be used for RECIPIENT's research purposes only.
4. MATERIALS will not be further distributed to others not employed by DKFZ.
5. The RECIPIENT agrees to acknowledge the origination and creators (see individual clones information) as the source of MATERIALS in any publications reporting its use.
6. Any MATERIALS delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. DKFZ AUTHORITIES MAKE NO REPRESENTATIONS AND EXTENDS 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 MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
7. RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the transfer, use, storage or disposal of MATERIALS. RECIPIENT shall indemnify, defend and hold harmless DKFZ and its PROVIDING/COLLABORATING PARTNERS.
8. The RECIPIENT agrees to use MATERIALS in compliance with all applicable statutes and regulations.
9. The RECIPIENT will be responsible for ensuring that any RECIPIENT personal having access to the MATERIALS will be made aware of and comply with the terms of this Agreement. The RECIPIENT will be responsible for the use of the MATERIALS by its personal.