

**AGREEMENT IN GOOD FAITH CONCERNING USE AND DISTRIBUTION
OF
Xenopus tropicalis EST CLONES**

Geneservice Ltd ("DISTRIBUTOR") is providing you with CLONES (as defined herein) in order to advance the public interest and to advance the objectives of Cambridge University ("CAMBRIDGE UNIVERSITY") who is the originator of this resource. CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LTD ("CUTS") is a beneficiary of, and may independently enforce, this Agreement.

USE OF MATERIALS

By accepting MATERIALS you are agreeing in good faith to the following terms.

1. In this Agreement the following words shall have the following meanings:

- "CLONES" means *Xenopus tropicalis* EST clones developed by CAMBRIDGE UNIVERSITY
- "EST" means expressed sequence tag
- "MATERIAL" means the CLONES
- "STOCK" means any comparable bacterial stock derived from the MATERIAL

2. Delivery of and payment for all supplies of the MATERIALS made pursuant to this Agreement shall be subject to the terms and conditions as set out in DISTRIBUTOR 's standard terms and conditions of sale (from time to time). To the extent that any provision of DISTRIBUTOR 's standard terms and conditions of sale is inconsistent with any provision of this Agreement, the terms of this Agreement shall prevail.

3. A copy of Geneservice's standard terms and conditions will be provided upon request and/or may be viewed and downloaded at:

<http://www.geneservice.co.uk/Registration/>

4. You will use the MATERIALS in compliance with all applicable laws, governmental regulations and guidelines pertaining to research with humans, or animals, or with recombinant DNA.

5. Subject to the terms of this Agreement, You may use the MATERIALS for Your own commercial and/or non-commercial purposes save always that under no circumstances shall You sell or redistribute any CLONES or PROGENY to any third party.

6. You agree to publicise the results of the research with the MATERIALS as soon as reasonably possible, and to acknowledge CAMBRIDGE UNIVERSITY and the "Wellcome Trust Sanger Institute and Wellcome Trust/Cancer Research UK Institute *Xenopus Tropicalis* EST project" with a reference to the final publication describing the original generation of the resource – Gilchrist, M., Zorn, A. M., Voigt, J, Smith, J.C., Papalopulu, N. and

Amaya, E. (2004). Defining a large set of full length clones from a *Xenopus tropicalis* EST project. *Dev. Biol.* 271: 498-516.

7. You will include the unique and specific identifier of each arrayed CLONE (which was initially assigned by CAMBRIDGE UNIVERSITY, and accompanies the MATERIALS) in data pertaining to the MATERIALS submitted to public databases and in resulting publications. This nomenclature consists of the term "CloneID".
8. You agree that the MATERIAL is experimental in nature and is provided without warranty of merchantability or fitness or fitness for a particular purpose or any other warranty, express or implied. This MATERIAL is provided without representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right of a third party.
9. You agree that CAMBRIDGE UNIVERSITY's, CUTS' and the DISTRIBUTOR 's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the MATERIALS shall be limited to the price which you have paid to purchase the MATERIALS (save always that none of CAMBRIDGE UNIVERSITY, CUTS or DISTRIBUTOR is seeking to exclude liability for loss arising from death or personal injury caused by negligence or fraudulent misrepresentation).
10. You agree to hold harmless and indemnify CAMBRIDGE UNIVERSITY (the originator of the MATERIALS), CUTS and the DISTRIBUTOR, (the provider of the MATERIALS), and persons acting on their behalf, for any claims, losses, damages or expenses related to your possession, use, storage, or disposal of the MATERIALS.
11. You recognize and agree that CUTS retains ownership of any intellectual property rights, which subsist in the Materials, Stock and cDNA Libraries from which the MATERIAL was developed. For the avoidance of any doubt, however, any new patentable inventions (or other intellectual property rights) first made by any party using the MATERIAL will vest in that party.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed in the first instance to:

Geneservice Ltd
2, Cambridge Science Park,
Milton Road,
Cambridge
CB4 0FE, UK
Tel: +44 (0) 1223 432600
FAX: +44 (0) 1223 432601

I have read and accept the conditions for use of the MATERIALS as stated above.

Name

Position

Company/Institution

Address

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Signature

Date

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