



# Korea Zebrafish Resource Center (<https://kzrc.org>)

## Zebrafish Depositor License Agreement

This Agreement is entered into between the Chonnam National University Medical School, through Korea Zebrafish Resource Center, Hwasun, Korea (ROK) 58128 (“KZRC”), and \_\_\_\_\_ (“PROVIDER”), having an office at \_\_\_\_\_.

1. "ZEBRAFISH" means the animals (*Danio rerio*), including all progeny, subclones, and derivatives thereof as listed below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. KZRC represents that it has the facilities, personnel and expertise to develop ZEBRAFISH for distribution to the research community. KZRC agrees to expend reasonable efforts and resources to develop ZEBRAFISH for distribution to the research community.
3. PROVIDER hereby grants to KZRC a worldwide, non-exclusive license to make, breed, use, and distribute ZEBRAFISH for research purposes only. KZRC shall not have the right to grant sublicenses.
4. As soon as practicable after execution of this Agreement, PROVIDER agrees to provide KZRC with a sufficient number of ZEBRAFISH to establish a breeding colony and to use reasonable and diligent efforts to maintain ZEBRAFISH in the PROVIDER’s facility until KZRC has done so.
5. In consideration of the grant in Paragraph 3 above, KZRC agrees not to distribute ZEBRAFISH to any for-profit third party without prior written consent of PROVIDER. KZRC agrees to ask whether the purchaser is a for-profit entity, and if so identified, advise the purchaser that it must first obtain a use license from PROVIDER. PROVIDER shall notify KZRC of its written consent within (10) days of execution of any use license for ZEBRAFISH. It shall be the sole responsibility of PROVIDER to obtain and enforce any use licenses.
6. This Agreement shall become effective on the date when the last party to sign has executed this Agreement and shall remain in effect unless terminated under the terms of Paragraphs 14 or 15 below.
7. As part of KZRC's performance under this Agreement, KZRC agrees to use its reasonable best efforts to make ZEBRAFISH available to the scientific community as soon as practicable.
8. KZRC will inform all recipients that the ZEBRAFISH and their descendants, if any, shall not be bred or used for sale nor redistributed to any third party outside of the recipient’s institution, and shall be used solely for research purposes.
9. KZRC agrees that this Agreement does not preclude PROVIDER from distributing the ZEBRAFISH to third parties for research or commercial purposes
10. Except as provided in Paragraph 3 of this Agreement, PROVIDER grants no patent rights expressly or by implication to any anticipated or pending PROVIDER patent applications or issued patents.



11. No warranties, express or implied, are offered as to the merchantability or fitness for any purpose of the ZEBRAFISH provided to KZRC under this agreement, or that the ZEBRAFISH may be exploited without infringing the patent rights of any third parties. KZRC accepts license rights to the ZEBRAFISH "as is", and PROVIDER does not offer any guarantee of any kind. Except to the extent prohibited by law, KZRC assumes all liability for damages which may arise from its use, storage or disposal of the ZEBRAFISH. The PROVIDER will not be liable to KZRC for any loss, claim or demand made by KZRC, or made against KZRC by any other party, due to or arising from the use of the ZEBRAFISH by KZRC, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider.
12. KZRC agrees in its use of any PROVIDER-supplied ZEBRAFISH to comply with all applicable statutes, regulations and guidelines including not to use the ZEBRAFISH for research involving human subjects or clinical trials.
13. KZRC may terminate this Agreement upon sixty (60) days written notice to PROVIDER.
14. PROVIDER may terminate this Agreement if KZRC is in default in the performance of any material obligation under this Agreement, and if the default has not been remedied within ninety (90) days after the date of written notice by PROVIDER of such default. Such termination shall become automatically effective unless KZRC shall have cured any such default prior to the expiration of the ninety (90) day period.
15. Upon termination of this Agreement, KZRC agrees to return all ZEBRAFISH to PROVIDER, or provide PROVIDER with certification of their destruction.
16. KZRC and recipients of ZEBRAFISH from KZRC are encouraged to publish the results of their research projects using the ZEBRAFISH. In all oral presentations or written publications concerning the ZEBRAFISH, KZRC will acknowledge the contribution of PROVIDER as the institution supplying the ZEBRAFISH, unless requested otherwise by PROVIDER. KZRC will require recipients to acknowledge in a similar fashion unless requested otherwise by Provider. Recipients of ZEBRAFISH may also acknowledge KZRC.
17. All notices required or permitted by this Agreement shall be given by prepaid, first class, registered or certified mail properly addressed to the other Party at the address designated below, or to such other address as may be designated in writing by such other Party, and shall be effective as of the date of the postmark of such notice.

**For PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For KZRC:**

Korea Zebrafish Resource Center  
264 Seoyang-ro, Hwasun  
Hwasun, Korea (ROK) 58128

18. This Agreement constitutes the entire understanding of PROVIDER and KZRC and supersedes all prior agreements and understandings with respect to the ZEBRAFISH.
19. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
20. Paragraphs 8, 10, 11, 12, and 19 of this Agreement shall survive termination of this Agreement.



**AUTHORIZED SIGNATURES**

In Witness Whereof, the parties have executed this agreement on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

**FOR PROVIDER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ Date

**FOR KZRC:**

Name: Seok-Yong Choi, MD, PhD

Title: Director of Korea Zebrafish Resource Center

Signature: \_\_\_\_\_

\_\_\_\_\_ Date