The SBP labels (the SBP Labels) are protected by intellectual property rights owned by the Swiss Biobanking Platform association, route de la Corniche 3A, Bâtiment Phényl, 1066 Epalinges, Switzerland (SBP, we or our). Use of any SBP Labels is only permitted with our authorization, which may be revoked, and is subject to conformance with the these limited license terms (Labels Limited License Terms):

1. LIMITED LICENSE
   We grant the biobank identified in the duly executed SBP Label Acceptance Form (you, or your) a revocable, non-exclusive, non-transferable, non-assignable limited license, without the right to grant sub-licenses, to use the specific SBP Labels identified in the SBP Label Acceptance Form or added therein by us at a later stage (each an Authorized Label) for the limited purposes, in the form and to the extent outlined in these Labels Limited License Terms. For clarity: you may not (i) use the Authorized Labels except as expressly provided herein and/or (ii) use any SBP Label other than the Authorized Labels.

2. CONDITIONS
   This license is conditioned upon your compliance with these SBP Labels Limited License Terms, due payment of the labeling fees (if so specified), the continuous demonstrated compliance with the SBP requirements applicable to the relevant SBP Label, and compliance with the additional restrictions that may further be specified on the SBP website or by any other means. Any breach of those conditions will automatically terminate any license related to your use of the Authorized Labels.

3. OWNERSHIP
   You agree that we, SBP, are the sole owner of the SBP Labels, including the Authorized Labels, and you will do nothing inconsistent with that ownership. All goodwill arising out of the use of the SBP Labels will inure to our sole benefit.

4. AUTHORIZED USE
   You may use the Authorized Labels solely (i) for the purpose of communicating about your current biobank certification status; (ii) as we have supplied them to you, without altering the images of the Authorized Labels in any manner, including but not limited to, changing the color, or font of the Authorized Labels, or adding or removing any element(s) from the Authorized Labels; and (iii) on your own website and scientific presentations (such as PowerPoint presentations), excluding any media owned or controlled by third parties, or any external public advertisement. Any other use of the Authorized Labels is subject to our prior written consent (including by email).

You may not use the Authorized Labels in any manner that is detrimental to us or that implies sponsorship or endorsement by us other than by using the Authorized Labels as specifically authorized under the Terms.

5. REVOCATION/TERMINATION
   We may revoke this license at any time. Upon revocation or termination of this license, you shall immediately cease and discontinue all further use of the Authorized Labels.

6. CLAIMS
   You will defend, indemnify and hold us harmless and our employees, directors, officers, contractors, agents and licensees (SBP Indemnities) from and against any claims, demands, actions, costs, losses, damages, judgments, penalties, interest and expenses (including attorneys’ fees) (collectively, Claims) arising out of or relating, directly or indirectly, to your use of the Authorized Labels, the distribution, use or advertisement by you or on your behalf of any goods or services advertised or marketed in connection with the SBP Labels, or to any breach of this license or of the terms herein by you. You will not consent to settlement or negotiation of any Claims, or make any admission regarding any Claims, without our prior consent. The above obligations to defend, indemnify and hold harmless shall survive any termination or expiration of this license.

7. MODIFICATIONS AND ACTIONS
   We reserve the right, exercisable at our discretion, to modify these Labels Limited License Terms and/or the approved Authorized Labels at any time and to take appropriate action against any use without permission or any use that does not conform to these Labels Limited License Terms.

8. MISCELLANEOUS
   This license may not be assigned. These Labels Limited License Terms supersede any other agreement regarding use of the Authorized Labels. They are governed by Swiss law, to the exclusion of its conflict of laws rules. You irrevocably consent to the exclusive jurisdiction of the courts at our registered office for any dispute arising out of this license, the terms herein, or any use of a SBP Label by or on behalf of you.

9. QUESTIONS
   If you have questions about these SBP Labels Limited License Terms, please contact info@swissbiobanking.ch for assistance.

Last updated: 13.07.2021