LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MUTANT MOUSE LINES TO THE EUROPEAN MOUSE MUTANT ARCHIVE

The European Mouse Mutant Archive (EMMA) is a federation of several research facilities in the field of mouse genetics from different European countries and was established to coordinate, archive and distribute mutant mouse lines.

A list of the available mutant mouse lines is regularly updated and available at www.infrafrontier.eu.

EMMA-maintained lines are supplied to interested institutions/investigators as a non-profit service to the research community at large by the respective research facility that submits the mouse line (Provider). EMMA coordinates requests and acts as the distributor of mouse lines stored with EMMA (Distributor).

The submitted Material shall consist of live mice (Material) unless otherwise accepted by Distributor.

The Provider, who submits Material to EMMA, hereby expressly agrees to the following conditions:

1. Except where specifically authorized by the Provider, the Distributor is authorized to distribute the Material upon request from third parties, for use in non-Commercial activities only, under the LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MUTANT MOUSE LINES FROM THE EUROPEAN MOUSE MUTANT ARCHIVE. To avoid doubt, at the written request of the Provider, initial distribution of the Material may be delayed for a period of up to two (2) years from the date of deposition to allow the Provider to (i) publish research associated with such mouse strain or (ii) register the intellectual property rights associated with such mouse strain.

2. If requested by the Provider prior to the submission of the Material to the Distributor, the Distributor will furnish to the recipient institution, including its employees and other researchers under its control (Recipient), the Provider’s Material Transfer Agreement. Requests will not be processed by the Distributor until two (2) duly executed copies of such agreement have been received by the Distributor.
3. The Provider declares that they have complied with all relevant National, International and European rules with regard to the breeding, handling and storage of the Material (e.g. Directive 90/679/EEC, amended by Directive 93/88/EEC).

4. All relevant non-confidential information about the Material shall be provided by the Provider to the Distributor. This information is made accessible via the EMMA and IMSR (International Mouse Strain Resource) homepage to the best of the Distributor’s knowledge.

5. After submitting Material to the Distributor, the Material will be dealt with by the Distributor according to the applicable scientific and ethical standards.

6. The Distributor reserves the right to withdraw the Material from the archive due to scientific reasons. The Distributor shall inform the Provider of any decision in this respect. To avoid doubt, at any time the Provider shall be entitled to demand that the Materials be withdrawn from the archive for any reason.

7. If the Material is subject to patents or any other intellectual property right owned by the Provider and/or third party(ies) or such rights have been licensed and/or assigned to third party(ies), it is in the responsibility of the Provider to ensure that the transfer, and use of, such Material to/by the Distributor does not infringe such intellectual property rights. To avoid doubt, should the existence of proprietary rights of a third party restrict global distribution of the Materials at the time of deposit, or arise subsequent to such deposition, into the archive, the Provider shall retain the right to demand that the Distributor limits the (future) availability of such Materials in accordance with such third party proprietary rights. Except where specifically allowed under this part (7) or where prior signature of a Material Transfer Agreement is requested under (2) above, the Distributor shall not be required to restrict availability of the Material on the basis of patents or licenses or to enforce any corresponding rights and restrictions other than prior signature of the Provider’s Material Transfer Agreement.

8. The Provider assumes all and any liability for damages, which may arise from the use, storage, transfer or disposal of the Material by the Distributor and the Provider shall hold harmless the Distributor for any loss, claim or demand which could be raised by any other party, due to, or arising from, the use, storage, transfer or disposal of the Material by the Distributor, except to the extent such loss, claim or demand is caused by the gross negligence or wilful misconduct of the Distributor.

9. If requested by the Provider in writing, the Distributor shall report in writing to the Provider on an agreed basis concerning the requests fulfilled by the Distributor with respect to the Material deposited by such Provider.

10. Any request received by the Distributor to use Material for a commercial activity shall be referred to the Provider. To avoid doubt, the Distributor shall not be involved in any negotiations between the Provider and any Recipient wishing to use Material for any Commercial activity.