



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

The **E**uropean **M**ouse **M**utant **A**rchive (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.