LEGALLY BINDING GENERAL CONDITIONS
CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS
FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´

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 concerning mouse lines stored with EMMA. The requested mouse line will be distributed by the relevant EMMA partner (Distributor). The current list of EMMA partners includes:

- Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare (CNR-IBBC, Italy)
- Biomedical Sciences Research Center Alexander Fleming (BSRC, Greece)
- Centre National de la Recherche Scientifique (Phenomin TAAM, France)
- Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CSIC, Spain)
- European Molecular Biology Laboratory (EMBL-EBI, UK)
- Fundação Calouste Gulbenkian (FCG, Portugal)
- Genome Research Limited (otherwise referred to as Wellcome Sanger Institute) (WSI, UK)
- GIE-Centre Européen de Recherche en Biologie et en Médecine (Phenomin-ICS, France)
- Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt GmbH (HMGU, Germany)
- INFRAFRONTIER GmbH (Germany)
- Institute of Molecular Genetics of the Czech Academy of Sciences (IMG, Czech Republic)
- Karolinska Institutet (KI, Sweden)
- Medical Research Council, as part of United Kingdom Research an Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmédizinische Universität Wien (VetMedUni Vienna, Austria)

Where applicable, the Distributor will furnish to the recipient entity, including its employees and other researchers under its control (Recipient), the Provider’s and/or the Distributor’s Material Transfer Agreement (MTA). Requests will not be processed by the Distributor until two (2) duly executed copies have been received by the Distributor.

Depending on the mouse strain, the requested material may consist of frozen sperm, frozen embryos, live mice or tissue samples (Material). The breeding, handling and storage of the Material shall comply with the established rules and regulations that apply in the country of the Provider or the Distributor, respectively.

Each Recipient who requests and receives Material from the Distributor hereby expressly agrees to the following conditions:

1. The Material is provided for non-commercial research and teaching purposes only. The Recipient must not transfer the requested Material, which is owned by the Provider and shall comprise any progeny, unmodified derivatives or original material contained in modifications thereof derived by inbreeding or crossbreeding, to any third party. In case Recipient of the mouse line is interested in the transfer of the requested Material or its progeny, unmodified derivatives or modifications derived by inbreeding or crossbreeding the Recipient has to obtain the prior consent of the Provider and Distributor of the Material.
2. The information made available by the Distributor to the Recipient along with and related to the Material is based on, to the best of Distributor’s knowledge, the corresponding information given by the Provider.

3. Material is made available to Recipient on the condition that the Recipient reasonably proves their ability to comply with all relevant National, International and European rules with regard to the handling, breeding and manipulating the Material as evidenced by specific legal authorisations delivered by appropriate control bodies.

4. The Material provided to the Recipient is experimental in nature and may have hazardous properties. Provider and Distributor make no representations and extend no warranties of any kind, express or implied, as to the fitness of the Material for a particular purpose, or that the use thereof will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

5. Except where required to ensure that the transfer to, and use of, such Material by the Recipient does not infringe known third party intellectual property rights or where the Recipient’s prior signature of a Material Transfer Agreement is required by the Provider before distribution of the Material, the Distributor does not restrict availability of the Material on the basis of intellectual property rights and shall not enforce any restrictions based on these rights other than prior signature of the Provider’s Material Transfer Agreement.

6. The Recipient assumes all and any liability for damages, which may arise from their use, storage or disposal of the provided Material. The Recipient shall hold harmless the Provider, Distributor and the legal entity/entities operating the repository for any loss, claim or demand which could be raised by the Recipient, or made against the Recipient by any other party, due to, or arising from, the use, storage or disposal of the Material by the Recipient, except to the extent such loss, claim or demand is caused by the gross negligence or wilful misconduct of the Provider or Distributor or the legal entity operating the repository.

7. The Material is provided by the Distributor with a transmittal fee (consisting of appropriate shipping fees and a lump sum to recover costs and ensure that EMMA maintains sustainable archiving and distribution), which shall be paid by the Recipient to the Distributor. In the case of an order cancellation, the Distributor shall be entitled to charge the Recipient for the costs that may be incurred.

8. Any request received from the Recipient 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 Recipient in relation to use of the Material for any commercial activity.

9. The Recipient agrees to acknowledge the Provider and EMMA as Distributor in any publication or presentation reporting on research involving an EMMA strain.

10. The Recipient agrees that the Distributor is allowed to share the following information within EMMA: information about delay in payment and/or non-payment of agreed fees by Recipient.