



## LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MUTANT MOUSE LINES FROM 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](http://www.infrafrontier.eu).

EMMA-maintained lines are supplied to interested institutions/investigators, for use in non-Commercial activities only, 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*).

**Where applicable, 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 have been received by the *Distributor*.**

Depending on the mouse line, the requested material may consist of frozen sperm, frozen embryos or live mice (*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.
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 (MTA) 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* and *Distributor* 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*.
7. The *Material* is provided by the *Distributor* with a transmittal fee (consisting of appropriate shipping fees and a lump sum for storage and handling of the *Material*), which shall be paid by the *Recipient* to the *Distributor*.
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9. The *Recipient* agrees to acknowledge the *Provider* and EMMA as *Distributor* in any publication or presentation reporting on research involving an EMMA strain.