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

The **E**uropean **M**ouse **M**utant **A**rchive (EMMA) is a distributed repository that was established to coordinate, archive and distribute mutant mouse lines. In the meantime, also mutants of further rodent species are being distributed via EMMA. Reference to "mouse/mice" in these conditions includes these further rodent species. EMMA is not a legal entity, but a service offered by the INFRAFRONTIER Research Infrastructure (RI). The INFRAFRONTIER RI is a network of biomedical research institutes across Europe. The INFRAFRONTIER ERIC serves as coordination and management unit of the INFRAFRONTIER RI and maintains the central database and webpage.

Available mutant mouse lines can be searched and ordered at https://www.infrafrontier.eu.

EMMA-maintained lines are supplied to interested institutions as a non-profit service to the research community at large by the respective research institution that submits the mouse line (*Provider*). The requested mouse line will be distributed by the EMMA partner where this line is archived (*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 (TAAM and Phen-ICS, France)
- Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CSIC, Spain)
- European Molecular Biology Laboratory (EMBL-EBI, UK)
- FUNDAÇÃO GIMM – Gulbenkian Institute for Molecular Medicine (GIMM, Portugal)
- Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt GmbH (HMGU, Germany)
- INFRAFRONTIER ERIC (Germany)
- Ústav molekulární genetiky AV ČR, v. v. i. (IMG, Czech Republic)
- Karolinska Institutet (KI, Sweden)
- Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmedizinische Universität Wien (VetMedUni Vienna, Austria)

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

The *Provider,* who submits *Material* to *Distributor*, 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 – EMMA´. To avoid doubt, at the written request of the *Provider*, initial distribution of the *Material* may be delayed for a period of up to one (1) year from the date of acceptance concerning Material which was created by using the CRISPR technology and in other cases for up to two (2) years from the date of acceptance 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 furbish to the recipient entity, including its employees and other researchers under its control *(Recipient),* the *Provider's* Material Transfer Agreement ("Provider's MTA"). Requests will not be processed by the *Distributor* until Provider's MTA has been signed by the relevant parties. This Section 2 shall not apply to certain Material generated by use of the CRISPR technology. Furthermore, this Section 2 shall not apply, if Provider's MTA is not concluded within a period of 5 (five) weeks after *Recipient's* request to EMMA despite *Distributor's* and *Recipient's* reasonable efforts, e.g. due to unavailability of contact persons at Provider.

3. (a) If *Provider's* MTA is not concluded within a period of 5 (five) weeks after *Recipient's* request to EMMA due to lack of response from Provider, despite reasonable efforts made by both the Distributor and the Recipient to obtain such response, the following

shall apply: Instead of concluding the Provider's MTA between the Provider and the Recipient, the Distributor and the Recipient shall enter into a Material Transfer Agreement with terms equivalent to those of the Uniform Biological Material Transfer Agreement (UBMTA). This agreement shall govern the transfer of the Provider's Material to the Recipient and its use by the Recipient.

(b) In order to avoid a scenario as described in Section 3. (a) above, Provider will continuously keep its contact information up to date.

4. For Material generated by use of the CRISPR technology it must be ensured that the Recipient agrees with the underlying license conditions applicable to the relevant EMMA partner; this means:

   (a) The *EMMA* Partners listed below *(CRISPR Purveyors)* have separately obtained certain rights from third parties (including the Broad Institute and Caribou Biosciences) in relation to the distribution of *Material* generated by CRISPR technology; for such *Material* to be disseminated by the *CRISPR Purveyors* under such licenses the *Recipient* must agree that said *Material* is distributed in accordance with: (i) the terms of the applicable limited use label licenses (see links shown for each *CRISPR Purveyor* below); and (ii) any other terms as the CRISPR Purveyor might require, to ensure that said CRISPR Purveyor complies with all of its obligations to any third party in relation to said third parties intellectual property rights. For the avoidance of doubt and if required by the Provider, such terms will be in addition to the Provider's MTA.

   The current list of CRISPR Purveyors is shown below:

   Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)
   (www.har.mrc.ac.uk/crispr-limited-use-license)

   (b) With respect to all other relevant EMMA Partners, in case of *Material* generated by use of the CRISPR technology, it must be ensured that the *Recipient* agrees with the following: (i) with the terms of a limited use label license as well as the terms of the UBMTA (Uniform Biological Material Transfer Agreement /Master Agreement published in the Federal Register on March 8, 1995). For this purpose, an appropriate MTA will be concluded between the *Recipient* and the relevant *EMMA Partner*. In case the *Provider* requires further terms to ensure that said *Provider* complies with all of its obligations to any third parties' intellectual property rights such terms will be added to the MTA by the relevant *EMMA Partner* upon request of the *Provider***.**

5. 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 2010/63/EU).

6. All relevant non-confidential information about the *Material* shall be provided by the *Provider* to the *Distributor*. This information is made accessible via the https://www.infrafrontier.eu and the https://www.findmice.org/ homepage to the best of the *Distributor's* knowledge.

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

8. The *Distributor* reserves the right to withdraw the *Material* from the repositories 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 repositories for any reason.

9. 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 repositories, 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. Unless specifically permitted in this Section 9, or unless a Material Transfer Agreement must be signed in advance as stated in Section 2 above, the Distributor does not have to limit access to the Material based on patents or licenses, or enforce related rights or restrictions—except for requiring prior signature of the Provider's Material Transfer Agreement.

10. 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* and the legal entity/entities operating the repository 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 willful misconduct of the *Distributor* or the legal entity/entities operating the repository.

11. If requested by the *Provider* in writing, the *Distributor* shall report the number of requests fulfilled by the *Distributor* with respect to the *Material* deposited by such *Provider*.

12. 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.