



LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS FROM '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)

Depending on the mouse strain, the requested material may consist of frozen sperm, frozen embryos, live mice, cell lines or tissue samples (*Material*). The breeding, handling and storage of the *Material* shall comply applicable laws, rules and regulations.

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 *Material* is owned by the *Provider* and shall comprise any progeny, unmodified derivatives or original material contained in modifications thereof derived by inbreeding or crossbreeding. The recipient entity, including its employees and other researchers under its control (*Recipient*) must not transfer the *Material* to any third party. In case *Recipient* is interested in the transfer of the requested *Material*, the *Recipient* must obtain the prior consent of the *Provider* and/or *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*. Additional annotations linked from external resources (such as e.g. Mouse Genome Informatics (MGI) or the International Mouse Phenotyping Consortium (IMPC)) are included to enhance discoverability on the INFRAFRONTIER webpage and are provided to the best knowledge of the legal entity/entities operating the repository. Completeness, accuracy and timeliness of such annotations cannot be guaranteed. The *Material* is made available to *Recipient* on the condition that the *Recipient* complies with all relevant national, international and European rules with regard to the handling, breeding and manipulating the *Material* as evidenced upon request by specific legal authorisations delivered by appropriate control bodies.

3. A Material Transfer Agreement (MTA) must be concluded prior to shipment, if necessary (i) due to known third party intellectual property rights or (ii) due to *Provider's* request. In that case, (i) the *Distributor* will furnish to the *Recipient*, the *Provider's* and/or the *Distributor's* Material Transfer Agreement, and (ii) requests for shipment will not be processed by the *Distributor* until the MTA has been signed by the relevant parties.
4. The *Material* provided to the *Recipient* is experimental in nature and may have hazardous properties. *Provider* and *Distributor* and the legal entity/entities operating the repository 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. The *Recipient* must inspect the *Material* immediately after delivery, insofar as this is feasible in the ordinary course of business. If a defect is discovered, the *Recipient* must notify the *Distributor* without delay. If the *Recipient* fails to provide such notice, the *Material* shall be deemed approved, unless the defect was not detectable during the inspection. If such a defect later becomes apparent, the *Recipient* must notify the *Distributor* immediately after its discovery; otherwise, the *Material* shall also be deemed approved with respect to this defect.
6. The *Recipient* assumes all and any liability for damages, which may arise from their use, storage or disposal of the provided *Material*.
7. 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 willful misconduct of the *Provider* or *Distributor* or the legal entity/entities operating the repository.
8. In no circumstances shall *Provider*, *Distributor* or any legal entity/entities operating the repository be liable for any losses suffered by the *Recipient* that are (a) of an indirect, special or consequential nature, including, but not limited to any internal and/or external costs of *Recipient* in the context of its work with the *Material* or (b) any loss of profits, revenue, business opportunity or goodwill.
9. The *Material* is provided by the *Distributor* with a transmittal fee (consisting of 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. The *Recipient* agrees that the *Distributor's* invoice will be issued and paid in Euros (EUR).
10. The *Material* is supplied Ex Works (EXW Incoterms 2020) from the *Distributor's* facility. Risk and title in the physical *Material* shall pass to *Recipient* upon its or its agent's collection of the *Material* from the *Distributor's* facility. *Recipient* is responsible for obtaining all import and export clearances, ethical and regulatory consents and licences and arranging itself for the import of the *Material* to its local jurisdiction and facility. For the avoidance of doubt, this also means that *Recipient* has to cover all the shipping costs (including the costs for sending empty dry-shippers, where applicable).
11. 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.
12. The *Recipient* agrees to acknowledge the *Provider* and INFRAFRONTIER/EMMA as well as the *Distributor* in any publication or presentation reporting on research involving an EMMA strain.
13. 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*.