



OULUN YLIOPISTO
UNIVERSITY of OULU

Dear EMMA user,

Thank you for your interest in EMMA Material. This document will help you to fill the attached Standard Material Transfer Agreement.

1. Please **fill all required fields**.
2. Please **print two copies** of the MTA (pages 2-6 of this document), have both copies **executed by your institution's authorized official**.
3. **Mail** the executed copies to the address:

Maarit Jokela
Innovation Services
P.O.Box 8000
FI-90014 University of Oulu
FINLAND

This MTA is **not up for negotiation**. Upon receipt of two duly executed MTAs we will countersign the MTAs and return one copy to your institution.

We will provide the request Material after receiving executed MTA and payment. If you encounter any trouble filling the form, please contact to Maarit.Jokela@oulu.fi.

Thank you!

With best regards,

Your EMMA team from Oulu, Finland



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Standard Material Transfer Agreement for Dissemination of EMMA Mutant Mouse
For Non-Commercial Purposes only

This Standard Material Transfer Agreement (the “SMTA”) is concluded by and between:

- 1) **University of Oulu**, P.O.Box 8000 (street address: Pentti Kaiteran katu 1), FI-90014 University of Oulu, Finland (the “Provider”)

and

- 2)

(the “Recipient”) on behalf of

(the “Researcher/s”).

1. Definitions

In this Agreement:

- 1.1. “*Material*” means all material(s) supplied to Recipient, as described in the **Annex** of this SMTA, as amended from time to time by written agreement between the parties together with, any progeny or descendants of the foregoing which have not been intentionally modified and, any substances, functional subunit(s) or product(s) expressed by any of the foregoing materials which have not been intentionally modified.
- 1.2. “*Modifications*” are substances created by the *Recipient* or *Staff* which contain/Incorporate the *Material*, e.g. but not limited to homologous recombination products, cassette exchange products, germ line transmission products, crosses, breeding varieties, cell fusions, sub-cloning products etc.
- 1.3. “*Commercial*” means the sale, lease, license, disposal or other transfer of *Material* to a for-profit organization and, any use by any organization, Including the *Recipient* or *Staff*, to perform contract research on behalf of a for-profit organization, to produce or



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manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the *Material* to a for-profit organization.

1.4. "*Staff*" means the *Researcher/s* and those individuals under the direct supervision of the *Researcher/s*.

2. Use of the Material

2.1. Upon acceptance of this *SMTA*, *Provider* shall supply to the *Recipient* the *Material* identified in the **Annex** (and in such amounts identified therein). *Recipient* shall itself, and procure that *Staff* shall, hold all *Material* subject to the terms herein.

2.2. *Recipient* shall itself, and procure that *Staff*, shall comply with all laws, regulations and codes of practice applicable to the *Material* and its use, storage and disposal as exist in the *Recipient's* place and country, including all guidelines for research on biological materials and animals. The *Material* shall not be used in humans or for diagnostic testing of human tissue or samples.

2.3. The *Material* shall only be used for *non-Commercial* purposes and only by the *Recipient* and *Staff* and must not be released to any other person or entity or used for any other purpose without the prior written consent of the *Provider*.

2.4. All *Material* supplied pursuant to **Section 2.1** is supplied Ex Works (EXW Incoterms 2000) from *Provider's* facility. Subject to the terms of this *SMTA*, risk and title in the physical *Material* shall pass to *Recipient* upon its or its agent's collection of the *Material* from *Provider's* facility. *Recipient* is responsible for obtaining all import and export clearances and licenses and arranging itself for the import of the *Material* to its local jurisdiction and facility.

2.5. *Recipient* shall pay *Provider* the handling fee and shipping costs as agreed between *Provider* and *Recipient*.

2.6. *Recipient* shall, subject to **Section 3**, own title in any physical *Modifications* that it or the *Staff* create(s).

3. Intellectual Property

3.1. All intellectual property rights, results, data and discoveries arising out of *Recipient's* and/or *Staffs* use of the *Material* shall belong to the *Recipient* save that, notwithstanding **Section 2.4**, the *Provider* retains sole ownership of any intellectual property rights in the form of the *Materials*. *Recipient* shall acknowledge *Provider* and Infrafrontier / EMMA as distributor as the source of the *Material* in any publication.



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3.2. If the *Recipient* or *Staff* create, own, benefit from or acquire any in intellectual property rights in respect of (I) any *Modifications*, or (II) any in invention which directly relate to the use of the *Material* and which an conceived of or first actually reduced to practice in the performance of the research under this *SMTA*, the *Recipient* shall, to the extent it is legally able to do so, grant to the *Provider* a non-exclusive, worldwide, royalty-free, sub licensable, fully paid-up license to use such rights for the *Provider's* own internal, non-profit making research and teaching purposes and to allow *Provider* to continue to distribute the *Material* and applicable *Modifications* to third parties for *non-Commercial* research and teaching purposes.

4. Warranty and Liability

Recipient accepts that *Material* is experimental in nature, may have hazardous properties and is supplied without representation or warranty of any kind express or implied, as to fitness for purpose or non-infringement of third part rights and, *Recipient* agrees that any and all liability of *Provider* associated with the transfer of the *Material* is excluded to the maximum extent permitted by law. *Recipient* assumes all and any liability for claims which may arise from its, or *Staff's*, use, storage or disposal of the *Material*.

5. Miscellaneous

- 5.1. This *SMTA* shall be construed according to the laws of the place of incorporation or seat of the *Provider*, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this *SMTA*, which cannot be settled amicably, shall be brought before a competent court of first instance in the city of the country of incorporation or seat of the *Provider*. **Section 5.1** shall not be applicable for state related educational institutions in the United States of America (e.g. universities) and United States of America Federal Government funded research institutes if such institutions/institutes cannot enter into agreement governed by foreign laws and/or jurisdiction in which case this *SMTA* shall be construed with the laws and/or jurisdiction of the place of incorporation or seat of such United States of America institution/institute.
- 5.2. This *SMTA* shall remain in force until conclusion of the experiments shown in the **Annex** or for as long as the *Recipient* and/or *Staff* have possession any of the *Materials* or *Modifications*, whichever is the longer. **Sections 3** and **4** shall survive the expiration or termination of this *SMTA* for any reason.
- 5.3. If any special conditions are set out in the **Annex** they shall apply to this *SMTA*. This *SMTA* is personal and non-assignable by the *Recipient* and it, together with its Annex, constitutes the entire agreement and understanding between the parties relating to its subject matter.



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Signatures

Done in duplicate.

Provider, University of Oulu

At Oulu, on

Authorized Official of the Provider

Recipient,

At _____, on

Authorized Official of the Recipient



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Annex

The Material:

Generated by:

Published in:

Aims of the intended experiments: