



Signing and sending of the agreement

Thank you for your interest in University of Oulu's mice.

Please notice that you can execute the Material Transfer Agreement for Dissemination of EMMA MUTANT MOUSE ("MTA") by electronic signatures, PDF (a scanned or digitized image of a handwritten signature) or in writing.

Electronic signatures

If you wish to sign electronically, please send the email address, mobile phone number, name and title of your organization's authorized representative(s) by email to innovationcentre@oulu.fi. Thereafter, we will send to the authorized representative(s) a request to sign the MTA electronically via our electronic signature system UniOuluSign.

(Utilizing of some other electronic signature system may be possible if such system allows all the signatures of both parties' authorized representatives being gathered simultaneously, i.e. the request to sign was sent to all signatories at the same time so that merging MTA documents is not necessary afterwards.)

Scanning / signatures in PDF format

In case you prefer PDF format, please send the signed and scanned MTA (a scanned or digitized image of a handwritten signature) by email to innovationcentre@oulu.fi.

Signatures in writing

You may send the MTA by mail as well.

If you wish to sign the MTA with original handwritten signatures and send the MTA by mail, please send the MTA to:

**University of Oulu / Biocenter Oulu,
Transgenic and Tissue Phenotyping Core Facility,
P.O. Box 5000,
90014 University of Oulu, Finland**

More information

If you have any questions related to the MTA, please send email to innovationcentre@oulu.fi.



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Material Transfer Agreement for Dissemination of EMMA MUTANT MOUSE For Non-Commercial Purposes only

This Material Transfer Agreement (the "MTA") is concluded by and between:

- (1) University of Oulu / Biocenter Oulu, Transgenic and Tissue Phenotyping Core Facility, P.O. Box 5000, 90014 University of Oulu, Finland ("Mouse Provider")
and
- (2) Recipient as defined in the Annex ("Recipient") acting also on behalf of its principal scientist/s as defined in the Annex ("Researcher/s").

The source of Material (as defined in Section 1.1) is President and Fellows of Harvard College (hereinafter also "Harvard"). The Material is the property of the Harvard and is made available as a service to the research community.

President and Fellows of Harvard College is not party to this MTA and has no liability to the Recipient or any user of anything covered by this MTA, but President and Fellows of Harvard College is intended as a third-party beneficiary of this MTA and certain provisions are for the benefit of President and Fellows of Harvard College and are enforceable by President and Fellows of Harvard College in its own name.

The Mouse Provider is acting on behalf and by the authorization of Harvard and its principal scientist/s as defined in the Annex ("Harvard Scientist/s") and following in this Agreement the terms and conditions set by Harvard for any further distribution of the Material (defined in Section 1.1) by the Mouse Provider to a further recipient. Any deviation, transformation or non-compliance of the terms and conditions of this Agreement set by Harvard and subject to the Section 6.1 will be in the jurisdiction and subject to authority, licence, or prior approval of the Harvard.

1. Definitions

1.1 "Material" means all material(s) supplied to the Recipient, as described in the Annex of this MTA, 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. Mice created from supplied embryos and gametes shall be considered Material.

1.2 "Modifications" are substances created by the Recipient or Staff which contain/incorporate the Material, including but not limited to homologous recombination products, cassette exchange products, cell fusions, crosses, germ line transmission products, breeding varieties & subcloning products.

1.3 "Commercial" means the sale, lease, license, disposal or other transfer of Material to a for-profit organisation and, any use by any organisation, including the Recipient or Staff, to perform contract research on behalf of a for-profit organisation, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license of a product or transfer of the Material to a for-profit organisation.

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 MTA, Mouse Provider shall by the authorization of Harvard permit EMMA Repository to release to the Recipient the Material identified in the Annex (and in such amounts identified therein). The Recipient shall itself, and ensure that Staff shall, hold all Material subject to the terms herein.

2.2 The Recipient shall itself, and ensure 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.

2.3 The Material shall not be used in humans or for diagnostic testing of human tissue or samples.

2.4 This agreement is not transferable by the Recipient

2.5 The Material shall only be used: (i) for not-for-profit research and teaching purposes (non-Commercial purposes); and (ii) only by the Recipient who is not-for-profit institution and Staff and only in the Recipient's laboratory and must not be released to any other person or entity or used for any other purpose. The Recipient (i) shall register the alleles carried by mice with a new mutation engineered from/with the Material with Mouse Genome Informatics (MGI)

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

2.7 The Recipient must acknowledge President and Fellows of Harvard College and Harvard Scientist as the source and owner of the Material in any publication or research findings resulting from the use of the Material.

2.8 Recipient shall pay a handling fee and shipping costs as agreed between EMMA Repository and the Recipient.

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

2.10 If the recipient anticipates that it will generate Modifications the Recipient may not transfer such Modifications to a third party without prior written approval from Harvard.

3. Intellectual Property

3.1 This Agreement does not transfer any of Harvard's patent, invention, or other intellectual property rights in the organism(s) to Recipient. Additionally, to the extent that any other party has any patent, invention or other intellectual property rights in the organism(s), these rights are not transferred to the Recipient.

3.2 All intellectual property rights, results, data and discoveries arising out of the Recipient's and/or Staff's use of the Material shall belong to the Recipient save that, Harvard retains sole ownership of any intellectual property rights in the form of the Materials.

3.3 If the Recipient or Staff create, own, benefit from or acquire any intellectual property rights in respect of (i) any Modifications, or (ii) any inventions which directly relate to the use of the Material and which are conceived of or first actually reduced to practice in the performance of the research under this MTA (together, "IPR") the Recipient shall, to the extent it is legally able to do so, grant to the Mouse Provider a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the non-profit research purposes under the EMMA Repository.

4. Warranty and Liability

4.1 Recipient acknowledges, understands, and accepts that Material delivered pursuant to this MTA is experimental in nature and may have hazardous properties. Mouse Provider makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Material will not infringe patent, copyright, trademark or other intellectual property rights or other third-party rights. Recipient agrees that any and all liability of Mouse Provider associated with the Material, including but not limited to the transfer of the Material or use of Modifications, is excluded to the maximum extent permitted by law. Recipient agrees to be responsible for, and assumes all and any liability for any claims, costs, damages or expenses from any injury (including death) which may arise from (i) the Recipient's or Staff's use, receipt, storage, replication, distribution or disposal of the Material or Modifications thereof to the extent permitted by applicable law and/or (ii) as between Recipient and Mouse Provider, any third party's use, receipt, storage, replication, distribution or disposal of the Modifications where such third party has received Modifications from the Recipient. Recipient shall cooperate, without cost to the Mouse Provider, in any action in which Mouse Provider is a party arising from Recipient's distributions to a third party or other activities of Recipient contemplated by this MTA.

4.2 Recipient acknowledges that the Harvard will not be liable for claims or damages resulting from the Recipient's use of the Material. Harvard makes



representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary rights. Harvard will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Harvard.

5. Export Control

Recipient understands and agrees that the Material transferred under this MTA may be controlled by the EU and/or U.S. export control laws, including Export Administration Regulations (EAR), 15 Code of Federal Regulations Parts 730-774, and further understands and agrees that the U.S. export laws may prohibit the sale, transfer, export, or re-export of the Material. Recipient shall abide by all applicable EU and U.S. export control laws and regulations and will obtain any licenses or prior approvals required by the U.S. Government prior to export.

6. Miscellaneous

6.1 This MTA in relation to the Mouse Provider shall be governed and construed according to the laws of Finland, excluding its choice of law provisions. Any dispute arising out of or in connection with the MTA, which cannot be solved amicably through negotiations, shall be resolved at the District Court of Oulu, Finland.

6.2 MTA 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 of any of the Materials or Modifications, whichever is the longer. Sections 3, 4 and 5 shall survive the expiration or termination of this MTA for any reason.

6.3 If any special conditions are set out in the Annex they shall apply to this MTA. This MTA 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.

[the signatures page to follow]



Both parties shall receive a fully executed copy of this MTA. The MTA may also be executed in electronic form so that both parties deliver their copy in electronic format or by using the same electronic signature system (e.g. UniOuluSign). When signed this way the MTA shall have the same force and effect as an agreement with original handwritten signatures for the purposes of validity, enforceability, and admissibility.

Both parties affirm that the MTA has been signed by their duly authorised representatives*. In case you prefer PDF format, please send the signed MTA by email to innovationcentre@oulu.fi.

(*) Authorised representative is a person who has the power to sign on behalf of Recipient organisation / University. Authorised representative is often the Director of Technology Transfer Office or Head of Faculty / Department.

Recipient

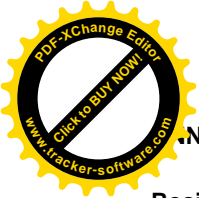
name and title:

name and title:

Mouse Provider

name and title:

name and title:



EMMA NEX



Recipient institution's legal name and place of business ("Recipient"):

[Please enter here the details of the institution where the mice will be used]

Recipient principal scientist's name, full address, telephone number and e-mail ("Researcher/s"):

[Please enter here the details of the head of the lab where the mice will be used – add an institution's e-mail address]

Recipient authorized official's name, full address, telephone number and e-mail:

[Please enter here the details of the person who signed the contract]

Description of Material:

[Please use this specific language but change the gene symbol and the request ID as appropriate for your request: "Mice or frozen material derived from a colony containing mutants for the gene [gene symbol]. Request ID: [###]."]

Mice or frozen material derived from a colony containing mutants for the gene Col18a1 null and any unmodified derivatives and progeny thereof.

Aims of the intended experiments:

[Empty box for aims of the intended experiments]

Harvard's legal name and place of business:

President and Fellows of Harvard College
Richard A. and Susan F. Smith Campus Center, Suite 727E, 1350 Massachusetts Ave., Cambridge, MA 02138.
Authorized Official: Richard L. Alcock
Senior Associate Director of Technology Transactions

Harvard's Scientist name/s and source for the acknowledgement purposes:

Dr. Bjorn Olsen
President and Fellows of Harvard College
Richard A. and Susan F. Smith Campus Center, Suite 727E, 1350 Massachusetts Ave., Cambridge, MA 02138