Filling Instructions

Dear EMMA User,

Thank you for your interest in EUCOMM/EUCOMMTOOLS Project Materials.

This document shall help you to fill the attached SMTA and ANNEX.

1. Please tick the **approval box on page 2** and fill in all required information on **pages 4 (SMTA) and 5 (ANNEX**). The text fields can be filled with any PDF Reader/Editor application.

2. If your institution can accept signed PDF copies of agreements please print out ONE copy of the following document (pages 2 to 6) and have it executed by your authorised official. Afterwards send the scanned PDF version of your executed copy as an e-mail attachment to the following e-mail address, for countersignature by Consiglio Nazionale delle Ricerche:
mouse.resources@emma.cnr.it

3. If your institution needs an original copy of signed agreements please print TWO copies of the following document (pages 2 to 6) and have both copies executed by your authorized official. Afterwards mail the original executed copies to the following contact address, for countersignature by Consiglio Nazionale delle Ricerche:

Director's Office
Consiglio Nazionale delle Ricerche (CNR)
Istituto di Biochimica e Biologia Cellulare (IBBC)
INFRAFRONTIER-European Mouse Mutant Archive (EMMA) Repository
32, via E. Ramarini
I-00015 Monterotondo Scalo (Roma), Italy

Thank you very much.

Kind regards,

Your EMMA and EUCOMM/EUCOMMTOOLS team

For any further information please contact: mouse.resources@emma.cnr.it

NOTICE: THIS IS A LEGALLY BINDING
STANDARD MATERIAL TRANSFER AGREEMENT AND ANNEX DOCUMENT

between Consiglio Nazionale delle Ricerche
(CNR; Italian National Research Council) and the Recipient Institution

It is essential that the person signing this document on behalf of the Recipient Institution has the authority to do so on the Recipient Institution's behalf, thus creating legal obligations on behalf of Recipient Institution.

Examples of people who may have such authority include: Recipient Institution's Directors, Heads of Legal, Heads of Finance, Technology Transfer Associates, etc.

The person signing this document represents and warrants to Consiglio Nazionale delle Ricerche that she/he has the authority to sign such documents on behalf of Recipient Institution.
Signature of this document by an unauthorised person or failure of the authorised signatory to tick the approval box below may result in a significant delay in processing the Recipient Institution's request for Material.

☐ **Recipient Institution's signatory should tick this box to indicate that she/he has read and approved the above notice.**

Standard Material Transfer Agreement for Dissemination of EUCOMM/EUCOMMTOOLS Project Materials

For Non-Commercial Purposes only

This Standard Material Transfer Agreement (the "*SMTA*") is concluded by and between:

(1) Consiglio Nazionale delle Ricerche (CNR), Piazzale A. Moro 7, I-00185 Roma, Italy ("Mouse Producer")

and

(2) [Recipient] [Address] (the "*Recipient*")

on behalf of [Researcher/s] (the "*Researcher/s*").

1. DEFINITIONS

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. Mice created from supplied targeting vectors or embryonic stem cells shall be considered *Modifications* together with any portion of such mice including embryos and gametes.

1.3 "*Commercial"* means the sale, lease, licence, 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, 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* and *Modifications*

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 *Originator* Where attempts are made to generate mice from supplied embryonic stem cells, the Recipient shall inform the Provider by email at (eucomm.germline@helmholtz-muenchen.de) in confidence as soon as possible if germline contribution was obtained or not obtained as the case may be. This information is intended to document the quality of the resource. In addition, the Recipient is requested to: (i) register the alleles carried by mice generated from supplied vectors and/or embryonic stem cells in a public database such as the International Mouse Strain Resource (IMSR); and (ii) submit breeding pairs to a public repository such as the European Mouse Mutant Archive (EMMA) or a similar repository of the Recipient's choice for cryopreservation and distribution to third parties for non-commercial purposes, using this SMTA in substantive form.

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 licences 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 identified in the **Annex** plus any applicable taxes (e.g. VAT) within thirty (30) days after receipt of *Provider's* invoice.

2.6 *Recipient* shall, subject to **Section 2.7** and **Section 3**, own title in any physical *Modifications* that it or the *Staff* create(s).

2.7 *Modifications* shall only be used for non-*Commercial* purposes and only by the *Recipient* and *Staff.* Recipient may release Modifications to non-profit organizations for non-Commercial use.

3. Intellectual Property

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

3.2 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 *SMTA* (together, "IPR") the *Recipient* shall, to the extent it is legally able to do so (and except where the Recipient is a U.S. Public Health Service agency), grant to the *Originator* a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the *Originator's* own internal, non-profit making research and teaching purposes and to allow *Originator/Provider* to continue to distribute the *Material* and applicable *Modifications* to third parties for non-*Commercial* research and teaching purposes. Where the Recipient is an agency of the U.S. Public Health Service ("PHS", which includes NIH, FDA and CDC), it is PHS policy to permit and encourage use of the IPR for the Originator's own internal, non-profit making research and teaching purposes and to allow the Originator and Provider to continue to distribute the Material and applicable Modifications to third parties for non-Commercial research and teaching purposes on a non-profit basis.

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, for example (but without limitation) as to fitness for purpose or non-infringement of third party rights. *Recipient* agrees that any and all liability of *Originator* and *Provider* associated with the transfer of the Material or use of Modifications is excluded to the maximum extent permitted by law. Recipient assumes all and any liability for claims which may arise from (i) its or its Staff's use, storage or disposal of the *Material* or *Modifications* or (ii) as between *Recipient* and *Provider*, any third party's use, storage or disposal of the Modifications where such third party has received Modifications from the Recipient.

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 agreements 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 of 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.

Signatures (Done in duplicate)

Mouse Producer (authorized official)

Name Date

Signature

Recipient (authorized official)

Name Date

Signature

ANNEX

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

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

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

Description of Material:

EUCOMM/EUCOMMTOOLS-EMMA mouse strain ID: EM:_____

EUCOMM/EUCOMMTOOLS-EMMA mouse strain name: _____

Type of material (e.g.: live mice, frozen embryos, frozen sperm):

Aims of the intended experiments:

Any publication of the results of the Investigation shall acknowledge the source of the Materials:

Please use the following citation format in publications:

"We thank the Consiglio Nazionale delle Ricerche (CNR), as a partner of the "The European Conditional Mouse Mutagenesis Program (EUCOMM)", "EUCOMM: Tools for Functional Annotation of the Mouse Genome (EUCOMMTOOLS)" and "European Mouse Mutant Archive (EMMA)" Consortia, and their funders for providing the mutant mouse line (Allele:[state allele]). Funding and associated primary phenotypic information may be found at www.mousephenotype.org".

Details of the alleles have been published. Please cite the following references in publications:

Skarnes, W.C., Rosen, B., West, A.P., Koutsourakis, M., Bushell, W., Iyer, V., Mujica, A.O., Thomas, M., Harrow, J., Cox, T. et al. (2011) A conditional knockout resource for the genome-wide study of mouse gene function. Nature, 474, 337-342.

Bradley A, Anastassiadis K, Ayadi A, Battey JF, Bell C, Birling M-C, Bottomley J, Brown SD, Bưrger A, Bult CJ, Bushell W, Collins FS, Desaintes C, Doe B, Economides A, Eppig JT, Finnell RH, Fletcher C, Fray M, Frendewey D, et al. (2012) The mammalian gene function resource: the international knockout mouse consortium. Mamm. Genome, 23(9-10), 580-586.

Pettitt SJ, Liang Q, Rairdan XY, Moran JL, Prosser HM, Beier DR, Lloyd KC, Bradley A & Skarnes WC (2009) Agouti C57BL/6N embryonic stem cells for mouse genetic resources. Nature Methods, 6(7), 493-495.