

REQUESTING RESEARCHERS
BELONGING TO **NON-PROFIT**
INSTITUTIONS/ORGANIZATIONS:

Before obtaining the requested mouse strain material from the CNR-EMMA repository, please complete the Permission Form below and send one original signed copy to:

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

Please do not forget to ALSO submit your ON-LINE REQUEST via the INFRAFRONTIER-EMMA Mutant Request Form (see: <https://www.infrafrontier.eu/search?keyword=01145>)

e-mail contact: mouse.resources@emma.cnr.it

REQUESTING RESEARCHERS
BELONGING TO **FOR-PROFIT** (COMMERCIAL/ INDUSTRIAL, etc.)
INSTITUTIONS/ORGANIZATIONS:

Please contact directly the original Provider's licensing partner:

Mouse Genetics Cologne Stiftung (MGC Foundation)
Dr. Anja Zimmermann
Herzogstrasse 64
D-80803 Muenchen
Germany

phone: +49-89-318814-0
fax: +49-89-318814-20

Permission Form

By signing below, we

.....

agree vis-a-vis

MGC Stiftung (MGC Foundation), Herzogstrasse 64, 80801 München (Munich), Germany

- „MGC“ -

to the following:

1. We will use the mice of mouse model No. **EM:01145 (129-Lyze-Cre)** including any progeny or biological material derived from the aforementioned mice (the *Material*) exclusively for research purposes, excluding research sponsored by a commercial partner and excluding research as part of a cooperation with a commercial partner. We will not release the *Material* to any third party without prior written permission of MGC.
2. In case we publish findings and results obtained in the course of research involving the *Material* in articles and presentations we will name MGC as the source of the *Material*.
3. We agree that when the research involving the *Material* results in an invention directly relating to the *Material* itself, we will not use any such new invention in a way which would prevent MGC (or any entity licensed by MGC) to further grant licenses to the *Material* to third parties, including licenses to commercial entities.
4. We will use the *Material* at our own risk. All claims based on the legal or other defects of the *Material* shall be excluded and there are no representations and no warranties of any kind, expressed or implied, as to merchantability of the *Material* or fitness for a particular purpose, nor that the use of the *Material* will not infringe any patent, copyright, trademark, or other proprietary rights of a third party. We are aware that the *Material* may have been produced by using the proprietary *Cre-LOX* technology and that it is our responsibility to receive a license for the use of this technology.
5. We assume all liability for damages which may arise from our use, storage or disposal of the *Material* and hold MGC and his representatives harmless for any loss, claim or demand which could be raised against MGC by any other party, due to, or arising from, our use of the *Material*, except when the damage has been caused by gross negligence or wilful misconduct of MGC.
6. This Agreement shall be valid for 10 (ten) years after its effective date with a right to termination only in cases of a material breach. It is agreed that Section 1 shall survive expiry or termination for such period during which we have *Material* in our possession.
7. If any provision of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the intent of the parties.
8. Any dispute, controversy or claim arising under, out of or relating to this Agreement shall be referred to and finally and exclusively determined by arbitration in accordance with WIPO Expedited Arbitration Rules. The place of arbitration shall be Munich (Germany). The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Germany.

Recipient

Name

Title

Date

Signature _____