REQUESTING RESEARCHERS BELONGING TO

NON PROFIT INSTITUTIONS/ORGANIZATIONS:

Before obtaining the requested mouse strain material from CNR-EMMA repository, please complete the MTA in the following pages and return two originally signed copies 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-00016 Monterotondo Scalo (Roma)

Italy

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

***Please do not forget to ALSO submit your ON-LINE REQUEST via the INFRAFRONTIER-EMMA Mutant Request Form: (“https://www.infrafrontier.eu/search?keyword=EM:01139”)***

*REQUESTING RESEARCHERS BELONGING TO*

*OTHER/FOR-PROFIT (COMMERCIAL/ INDUSTRIAL, etc.) INSTITUTIONS/ORGANIZATIONS:*

*Please contact directly the original Provider:*

*UW CoMotion*

*University of Washington*

*4545 Roosevelt Way NE, Suite 400*

*Seattle, WA 98105-4721*

*USA*

*Phone: +1- 206/543-3970*

*Fax: +1-206/685-4767*

MATERIAL TRANSFER AGREEMENT

**University of Washington (UW), Seattle, WA, USA** (“Provider”) has transferred **DBA, C57BL/6, B6.129/SvJ-[TG] CD4Cre, Line #265/EM:01139** mice to **Istituto di Biochimica e Biologia Cellulare-Consiglio Nazionale delle Ricerche-INFRAFRONTIER European Mouse Mutant Archive Repository (IBBC-CNR), Monterotondo Scalo, Roma, Italy** **for distribution** under UW Contract 11707SA.

IBBC-CNR is permitted to transfer to third-party users the above-referenced mice containing Cre recombinase (cre) DNA and/or lox DNA (claimed in US Patent 4,959,317, known as “the DuPont Patent Rights”, which is assigned to Bristol Meyers Squibb Pharma Company) under the following conditions:

1. **The Non Profit User**: (a) may use the Material, and any progeny or derivatives containing cre DNA and/or lox DNA derived directly or indirectly therefrom, for its internal noncommercial research purposes only, provided however, that such research purposes specifically excludes (i) any activity associated with higher plants or agricultural applications and (ii) the alteration of mouse embryonic stem cells or other pluripotential mouse cells for the purpose of preparing a library of such mouse embryonic stem cells or other pluripotential mouse cells containing cre DNA and/or lox DNA. The Material, and any progeny or derivatives containing cre DNA derived directly or indirectly therefrom, will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under a written agreement between the non-profit institution and DuPont Pharmaceuticals Company or Bristol Meyers Squibb Pharma Company).

(b)  The Material, and any progeny or derivatives containing cre DNA and /or lox derived directly or indirectly therefrom, may not be transferred by the non-profit institution to any third parties (except as may be permitted under a written agreement between the non-profit institution and DuPont Pharmaceuticals Company or Bristol Meyers Squibb Pharma Company).

(c)  The non-profit institution is notified by Provider of the existence of DuPont Patent Rights and that the restrictions set forth under (a) and (b) above shall exist only during the term of the DuPont Patent Rights.

(d)  With respect to further license rights under U.S. patent number 4,959,317, the non-profit User should contact:

Vice President, Business Development

Bristol Meyers Squibb Pharma Company

974 Centre Road, Chestnut Run Plaza, WR722

Wilmington, Delaware 19805-2802

(fax number: 302-992-3040)

2. **The  For-Profit User**: must apply to Provider under a License or Material Transfer Agreement incorporating at least the following conditions:

(a)  The for-profit institution is notified by Provider of the existence of DuPont Patent Rights.

(b)  The for-profit institution is notified by Provider that upon its application for a License or Material Transfer Agreement, Provider will be providing notice to Bristol Meyers Squibb Pharma Company of the identity of both the for-profit institution and the Material to be transferred.

(c)  The for-profit institution is notified by Provider that use of the Material, and any progeny or derivatives containing cre DNA and/or lox DNA derived directly or indirectly therefrom, requires a license from DuPont Pharmaceuticals Company or Bristol Meyers Squibb Pharma Company and that a fee (in addition to any fee or royalty payable to Provider) will be payable to Bristol Meyers Squibb Pharma Company by the for-profit institution in consideration of transfer of the Material to the for-profit institution (except as may be otherwise permitted under a written agreement between the for-profit institution and DuPont Pharmaceuticals Company or Bristol Meyers Squibb Pharma Company).

(d)  No license is granted either expressly or by implication to the for-profit institution by Provider to DuPont Patent Rights.

(e)  With respect to license rights under U.S. patent number 4,959,317, the for-profit institution should contact:

Vice President, Business Development

Bristol Meyers Squibb Pharma Company

974 Centre Road, Chestnut Run Plaza, WR722

Wilmington, Delaware 19805-2802

(fax number: 302-992-3040)

Provider agrees to provide Bristol Meyers Squibb Pharma Company prompt notification of the identity of the for-profit institution and the Material to be transferred in accordance with (b) above.

3. Transfer of Mice. IBBC-CNR shall transfer to User’s possession at the User’s Institution transferred **DBA, C57BL/6, B6.129/SvJ-[TG] CD4Cre, Line#265** mice as IBBC-CNR and User have agreed and with the approval of the UW under UW Contract 11707SA. Such mice (as well as any unmodified progeny, immediate or remote) are referred to in this agreement as the “Mice.” Title to the Mice shall at all times remain with the Provider.

4. Publications of Research Using Mice. User agrees to acknowledge the source of the Mice in all publications by referencing the original publication describing the Mice. This reference is:

Lee PP, Fitzpatrick DR, Beard C, Jessup HK, Lehar S, Makar, KW, Perez-Melgosa, M, Sweetser, MT, Schlissel, MS, Nguyen S, Cherry SR, Tsai, JH, Tucker S, Weaver, WM, Kelso A, Jaenisch R, Wilson CB. A critical role for Dnmt1 and DNA methylation in T cell development, function and survival. *Immunity,* 15 (November), 2001.

5. NO WARRANTIES. IBBC-CNR and the Provider make no representation or warranty, express or implied, concerning the Mice, including any warranty of merchantability or fitness for a particular purpose or any warranty as to the validity, scope or non-infringement of any intellectual property rights. Each party shall be liable for any loss, claim, damage or liability that said party incurs as a result of said party’s activities under this agreement.

6. Termination. This Agreement shall become effective on the date when the last party to sign has executed this Agreement and shall terminate after a period of three years. This Agreement shall terminate automatically upon any use of the Mice by User in violation of the terms hereof, and may be terminated by IBBC-CNR in the event User is otherwise in breach of any of its obligations to IBBC-CNR or the Provider. Upon termination of this Agreement, User shall dispose of all Mice as directed by the UW Project Officer.

# MTA SIGNATURE PAGE

In witness whereof, IBBC-CNR, User and User Institution have executed this Agreement:

IBBC-CNR Authorized Representative:

Signature: Date: \_\_\_\_\_\_\_\_

**User Name:**

**Signature:** Date: \_\_\_\_\_\_\_\_

**User Institution Name and Address**:

Phone, fax n.

E-mail address

**User Institution Authorized Representative (Name, Position)**

**Signature:** Date: \_\_\_\_\_\_\_\_