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Biogem
(sampietro@biogem.it)

Mouse Model Material Transfer Agreement

I. Definitions:

1. **PROVIDER:** Biogem s.c.a r.l.
2. **PROVIDER SCIENTIST:** Prof. Roberto Di Lauro Zoologic Station A. Dohrn Naples.
3. **RECIPIENT:**

4. **RECIPIENT SCIENTIST:**

5. **MOUSE MODEL:**
(Please mark the appropriate mouse model line)

LINE		DESCRIPTION
EM:01823	Rasd2 (RHES KO)	null mutation in the Rhes gene (B6.129-Rasd2 ^{tm1Rdl} /Ibcm)
EM:00183	Foxe1 (Titf2-KO)	null mutation in the FoxE1 gene (B6.129-Foxe1 ^{tm1Rdl} /Ibcm)

6. **MOUSE MODEL:** Any mice or cell lines carrying the deletion, allele, or transgene in the original **MOUSE MODEL** and derived from the original **MOUSE MODEL** will be considered a **MOUSE MODEL** and subject to this Agreement, even if said mice or cell lines have been bred or otherwise modified to have other special properties.
7. **PROGENY:** Descendant(s) from the **MOUSE MODEL** carrying the deletion, allele, or transgene expressed by the original **MOUSE MODEL**.

Please Note: EMMA will only release mice when the MTA signed by both Provider and Recipient is received from the Recipient.

8. **COMMERCIAL PURPOSES:** The sale, lease, license, or other transfer of the **MOUSE MODEL** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **MOUSE MODEL** by any organization, including **RECIPIENT**, to perform contract research, to screen compound libraries, 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 organization. However, industrially sponsored academic research shall not be considered a use of the **MOUSE MODEL** for **COMMERCIAL PURPOSES** per se, unless any of the above conditions of this definition are met.
9. **NONPROFIT ORGANIZATION(S):** A university or other institution of higher education or any no profit scientific or educational organization qualified under a state no profit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The **PROVIDER** retains ownership of the **MOUSE MODEL** including any derived mice or cell lines carrying the deletion, allele, or transgene expressed by the original **MOUSE MODEL**.
2. The **RECIPIENT's** right shall include, but not be limited to, the right to generate pure-bred progeny of the **MOUSE MODEL** and the right to generate **PROGENY** of the **MOUSE MODEL** bred to other strains of mice ("Cross-Bred **PROGENY**"), provided that the pure-bred **PROGENY** and Cross-Bred **PROGENY** are used only for research purposes and not sold to third parties.
3. The **RECIPIENT** and the **RECIPIENT SCIENTIST** agree that the **MOUSE MODEL**:
 - a) is to be used solely for teaching and academic research purposes;
 - b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the **PROVIDER**;
 - c) is to be used only at the **RECIPIENT** organization and only in the **RECIPIENT SCIENTIST's** laboratory under the direction of the **RECIPIENT SCIENTIST** or others working under his/her direct supervision;
 - d) will not be transferred to anyone else within the **RECIPIENT** organization without the prior written consent of the **PROVIDER**; and
4. The **RECIPIENT** and the **RECIPIENT SCIENTIST** agree to refer to the **PROVIDER** any request for the **MOUSE MODEL** from anyone other than those persons working under the **RECIPIENT SCIENTIST's** direct supervision.
5.
 - a) The **RECIPIENT** and/or the **RECIPIENT SCIENTIST** shall have the right, without restriction, to distribute substances created by the **RECIPIENT** through the use of the **MOUSE MODEL** only if those substances are not the **MOUSE MODEL**.
 - b) Under a separate Agreement (or an agreement at least as protective of the **PROVIDER's** rights), the **RECIPIENT** may distribute the **MOUSE MODEL** to **NONPROFIT ORGANIZATION(S)** for research and teaching purposes only.
 - c) Without written consent from the **PROVIDER**, the **RECIPIENT** and/or the **RECIPIENT SCIENTIST** may **NOT** provide the **MOUSE MODEL** for **COMMERCIAL PURPOSES**. It is recognized by the **RECIPIENT** that such **COMMERCIAL PURPOSES** may require a commercial license from the **PROVIDER** and the **PROVIDER** has no obligation to grant a commercial license to its ownership interest in the **MOUSE MODEL**.
6. The **RECIPIENT** acknowledges that the **MOUSE MODEL** is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the **RECIPIENT** under any patents, patent applications, trade secrets or other proprietary rights of the **PROVIDER**, including any altered forms of the **MOUSE MODEL** made by the **PROVIDER**.

Please Note: EMMA will only release mice when the MTA signed by both Provider and Recipient is received from the Recipient.

In particular, no express or implied licenses or other rights are provided to use the **MOUSE MODEL** or any related patents of the **PROVIDER** for **COMMERCIAL PURPOSES**.

7. If the **RECIPIENT** desires to use or license the **MOUSE MODEL** for **COMMERCIAL PURPOSES**, the **RECIPIENT** agrees, in advance of such use, to negotiate in good faith with the **PROVIDER** to establish the terms of a commercial license. It is understood by the **RECIPIENT** that the **PROVIDER** shall have no obligation to grant such a license to the **RECIPIENT**, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the **MOUSE MODEL** to any third party(ies), subject to any pre-existing rights held by others and obligations to the European Government.
8. Any **MOUSE MODEL** delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The **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 **MOUSE MODEL** will not infringe any patent, copyright, trademark, or other proprietary rights.
9. **RECIPIENT** agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the **RECIPIENT**, its employees or agents. The **PROVIDER** 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 **MOUSE MODEL** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **PROVIDER**.
10. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the **MOUSE MODEL**. The **RECIPIENT SCIENTIST** agrees to provide appropriate acknowledgement of the source of the **MOUSE MODEL** in all publications. **RECIPIENT** shall retain exclusive ownership of all research results arising from its use of the **MOUSE MODEL** under this Agreement including but not limited to, any data, know-how, technology, biological materials (except those considered a **MOUSE MODEL** under Paragraph I.6), discoveries, and inventions. No express or implied license is granted to **PROVIDER** for the use of any Research Results. **RECIPIENT** shall be free to publish, for any purpose, any Research Results and shall have no obligation to supply any Research Results to **PROVIDER**.
11. The **RECIPIENT** agrees to use the **MOUSE MODEL** in compliance with all applicable statutes and regulations including those relating to research involving the use of animals or recombinant DNA.
12. This Agreement will terminate on the earliest of the following dates: (a) on completion of the **RECIPIENT**'s current research with the **MOUSE MODEL**, or (b) on thirty (30) days written notice by either party to the other, or (c) three (3) years from the date this Agreement is signed by the last party thereto, provided that:
 - a) if termination should occur under 13(a) or (c) above, the **RECIPIENT** will discontinue its use of the **MOUSE MODEL** and will, upon direction of the **PROVIDER**, return or destroy any remaining **MOUSE MODELS**.
 - b) in the event the **PROVIDER** terminates this Agreement under 13(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the **PROVIDER** will defer the effective date of termination for a period of up to one year, upon request from the **RECIPIENT**, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, **RECIPIENT** will discontinue its use of the **MOUSE MODEL** and will, upon direction of the **PROVIDER**, return or destroy any remaining **MOUSE MODELS**.
13. Paragraphs 6, 8, 9 and 15 shall survive termination.

Please Note: EMMA will only release mice when the MTA signed by both Provider and Recipient is received from the Recipient.

14. The **MATERIAL** is provided by the **EMMA** repository with applicable service charges.

15. The transfer of **MOUSE MODEL** by **PROVIDER** to **RECIPIENT** is not meant to carry with, and does not grant any license, express or implied, under any patent.

The parties executing this Agreement certify that their respective organizations agree to be bound by its terms, for the transfer specified above.

PROVIDER SCIENTIST

Name: Roberto Di Lauro MD.
Title: Full Professor
Address: SZN Via Villa Comunale,1
80100 Naples

PROVIDER ORGANIZATION:

Authorized Official: Mario De Felice MD.
Title: Scientific Director
Address: Via Camporeale
83031 Ariano Irpino (AV)

Signature _____ Signature _____

Date: _____ Date: _____

RECIPIENT SCIENTIST

Name:
Title:
Address:

RECIPIENT ORGANIZATION

Authorized Official:
Title:
Address:

Signature _____ Signature _____

Date: _____ Date: _____

Contact:

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