**Instruction Sheet for Material Transfer Agreements (MTA) for Academic Centers (Non-profit)**

**Transgenic Animals**

In order to make our process for sending transgenic animals more efficient, DKFZ has created a non-negotiable, simple Material Transfer Agreement that is ready for an institution and its scientist to sign. We have used standard terms that we find most institutions can agree to**.**

In order to receive the material, please follow these instructions:

1. Download the form and fill it in by entering the following information in the grey fields: (please note that the text of the document cannot be altered – you can only type in the grey fields)

a) In the opening paragraph, fill in the institute’s legal name, place of business, and the Recipient Scientist’s name and email address in the appropriate places;

b) briefly state the research project for which the material will be used;

c) specify the Material within § II and give briefly a description (reference if possible) of the material; and

d) on the final page, enter the names of the Recipient Scientist and the appropriate legal representative of the institution.

2. Print two hardcopies and have the Recipient Scientist and the appropriate legal representative sign and date both originals of the agreement.

3. Send both signed originals of the MTA to:

Deutsches Krebsforschungszentrum

Innovation Management T010

Im Neuenheimer Feld 280

D-69120 Heidelberg

Germany

When sending us the MTAs, please note who at the institution should receive the fully signed original of the MTA once completed by DKFZ.

4. For any scientific questions related to the use of materials and for sending publications, please address the particular researcher at DKFZ.

5. We will process the MTA as soon as possible and return one original to the institution receiving the material. Once the MTA is fully signed by DKFZ, we will grant the DKFZ scientist permission to transfer the material.

If you have any questions, please send an e-mail to mta@dkfz.de

**Transfer of Biological Material**

**- Transgenic Animals -**

Deutsches Krebsforschungszentrum, Stiftung des öffentlichen Rechts (German Cancer Research Center) located at Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany ("DKFZ") agrees to provide  (name of institution) located at ("RECIPIENT"; address) with certain MATERIAL for use in the laboratory of  (“RECIPIENT SCIENTIST”; name and email address) for the purpose of conducting scientific work on the topic of  (specification of experiments) under the following conditions:

I.

Definitions:

1. MATERIAL: ORIGINAL MATERIAL; PROGENY; and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
2. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
3. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL.
4. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

II.

The ORIGINAL MATERIAL created by **Prof. Dr. Günther Schütz and colleagues** (name of the responsible scientist at DKFZ) covered by this Agreement includes:

**CaMKII-Cre-ERT2 transgenic mouse**

(name of the Material)

**Erdmann, G., Schütz, G., and Berger, S. (2007). Inducible gene inactivation in neurons of the adult mouse forebrain. BMC Neuroscience 8,63.**
(short description/ scientific reference)

**Please check and sign the following:**

🞏 Material is a genetically modified organism classified in risk group 1

RECIPIENT confirms by the signature below that it is authorised and has adequate facilities which comply with all laws and regulations applicable in RECIPIENT’s country to work with genetically modified organisms

Authorized Official of Recipient

(Person authorized to bind RECIPIENT legally by his/her signature)

Name:

Position:

Signature: ……………………………………………………..

The MATERIAL contains the recombinase Cre-ERT2 provided by Prof. Dr. Pierre Chambon of the GIE-CERBM, Institut de Génétique et de Biologie Moléculaire et Cellulaire, 67404 Illkirch Cedex, France (“GIE-CERBM“).

The MATERIAL listed above is considered proprietary to DKFZ. The recombinase Cre-ERT2 is considered proprietary to GIE-CERBM. The GIE-CERBM has designed the Cre-ERT2 construct and has been granted a US patent that covers the use of Cre-ERT2 (Patent no. 7,112,715 entitled: "Transgenic mouse for targeted recombination mediated by modified Cre-ER"). RECIPIENT is hereby notified that the European Molecular Biology Laboratory (EMBL, Heidelberg, Germany) has filed patent applications and holds granted patents covering fusion proteins of site specific recombinases and nuclear receptors (“SSR-LBDs”) and uses thereof (European Patent 0707599, US Patent 6040430 and related patent applications and related granted patents). EMBL has granted to TaconicArtemis GmbH (Cologne, Germany) an exclusive license for the use and commercialization of such SSR-LBDs in the field of vertebrate transgenics. RECIPIENT is hereby notified that in the field of vertebrate transgenics, any commercialization of SSR-LBDs and materials, which incorporate such SSR-LBDs or derivatives thereof, would require a license from TaconicArtemis.

III.

The MATERIAL is to be used solely for teaching and academic research purposes and will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of DKFZ.

IV.

RECIPIENT shall not distribute or release the MATERIAL to any person other than laboratory personnel under RECIPIENT SCIENTIST’s direct supervision and shall ensure that no one will be allowed to take or send the MATERIAL to any other location unless written permission is obtained from DKFZ. DKFZ will control future distributions of the material. At the written request of DKFZ, RECIPIENT will cease to use MATERIAL and will return (at DKFZ’s option) all unused MATERIAL.

V.

DKFZ retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS, GIE-CERBM retains ownership of the recombinase Cre-ERT2.

RECIPIENT retains ownership of: (a) MODIFICATIONS (except that DKFZ and GIE-CERBM retain ownership rights to the MATERIAL included therein) , and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e. do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either (a) or (b) results from the collaborative efforts of DKFZ and RECIPIENT, joint ownership may be negotiated.

VI.

RECIPIENT shall have the right to distribute substances created by RECIPIENT through the use of the ORIGINAL MATERIAL, only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.

Under a separate agreement at least as protective of DKFZ’s and GIE-CERBM’s rights as this Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit organizations for research and teaching purposes only.

Without written consent of DKFZ and GIE-CERBM, RECIPIENT may not provide MODIFICATIONS for commercial purposes. It is recognized by RECIPIENT that such commercial purposes may require a commercial license from DKFZ, GIE-CERBM and Taconic Artemis and that DKFZ, GIE-CERBM and Taconic Artemis have no obligation to grant a commercial license to their ownership interests in the MATERIAL incorporated in the MODIFICATIONS.

The RECIPIENT acknowledges that the MATERIAL 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 DKFZ and GIE-CERBM, including any altered forms of the MATERIAL made by DKFZ and GIE-CERBM. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the DKFZ and GIE-CERBM for profit-making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another corporation, company, or business entity unless written permission is obtained from DKFZ and GIE-CERBM.

VII.

RECIPIENT shall periodically inform DKFZ of research results related to the MATERIAL and will provide DKFZ with a copy of any manuscripts describing the results of such research at the time the manuscript is submitted for publication. RECIPIENT shall mention DKFZ by name in any publication or the responsible DKFZ member as co-authors or in any other appropriate way.

VIII.

THE MATERIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. DKFZ and GIE-CERBM MAKE NO REPRESENTATION OR WARRANTY THAT THE MANUFACTURE, SALE, TRANSFER OR USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHT OF OTHERS.

IX.

DKFZ has a non-exclusive license from Cellectis, the exclusive licensee, to Institut Pasteur Patent No. FR 2646438 and corresponding patent applications and patents. If MATERIAL is covered by such patents, RECIPIENT is not allowed to transfer any MATERIAL to third parties.

X.

RECIPIENT shall notify DKFZ and GIE-CERBM promptly in writing of any invention, improvement, modification, discovery, or development (each, an "Invention") of MATERIAL or associated know how and data conceived or reduced to practice in the course of the RECIPIENT’s research with MATERIAL or associated know how and data. In the patent applications DKFZ and GIE-CERBM and respectively their employees, shall be mentioned as co-inventors according to their contribution to the invention, if appropriate under statutory provisions. If patents applications are filed in the United States, parties agree to abide by United States patent law.

RECIPIENT hereby grants DKFZ and GIE-CERBM a royalty-free, worldwide, non-exclusive license for their internal research purposes under any technology, any patent thereon and any material resulting from the use of the MATERIAL by RECIPIENT. If RECIPIENT commercially evaluates the research results, the parties shall start good faith negotiations leading to a sufficient participation of DKFZ and GIE-CERBM in RECIPIENT’s benefits.

XI.

In no event shall DKFZ and GIE-CERBM be liable for any use by RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL by RECIPIENT.

XII.

RECIPIENT agrees to comply with all applicable laws, rules and regulations relating to the care, welfare, handling, breeding, storage, transfer and disposal of the MATERIAL, including all laws relating to shipment to and from (and which will be made F.O.B.) DKFZ, Heidelberg, Germany. To the extent permitted by law, RECIPIENT agrees to waive all claims against DKFZ and GIE-CERBM and to indemnify, defend and hold harmless DKFZ, its employees and agents and GIE-CERBM from and against all claims, damages and liability that may be asserted by third parties arising out of the use, care, handling, disposal, transfer, breeding and shipment of the MATERIAL, unless such claims, damages and liability are due to the gross negligence or willful misconduct of DKFZ or GIE-CERBM.

XIII.

Should any provision of this agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the invalid provision. The same shall apply in the case of an omission. This wording contains the entire agreement between the parties; any changes of the agreement have to be made in writing.

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| For DKFZ: |  | For RECIPIENT: |
| Deutsches Krebsforschungszentrum Stiftung des öffentlichen Rechts |  | (Name of Institution) |
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| ………………………………………. |  | ………………………………………. |
| Name: Dr. Ruth Herzog |  | Name: RECIPIENT SCIENTIST |
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|  |  | ………………………………………. |
|  |  |  |
|  |  | Name:Title:Legal representative of RECIPIENT |
|  |  |  |
| Heidelberg, Germany |  |  |
|  |  |  |
| Date: .......................................... |  | Date:................................................ |