

Standard Material Transfer Agreement for Dissemination of EUCOMM MUTANT MOUSE

For Non-Commercial Purposes only

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

(1) Centre of Medical Genetics, University of Antwerp, Prins Boudewijnlaan 43, 2650 Edegem, Belgium ("Mouse Producer") and

(2) Recipient as defined in the Annex ("Recipient") acting also on behalf of its principal scientist/s as defined in the Annex ("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. Mice created from supplied embryos and gametes shall be considered Material.

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, subcloning 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 of a product 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

2.1 Upon acceptance of this SMTA, Mouse Producer shall permit EMMA Repository to release 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 Mouse Producer. The Recipient (i) shall

register the alleles carried by mice with a new mutation engineered from/with the Material with Mouse Genome Informatics (MGI); and (ii) is requested to 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 EMMA Repository. Subject to the terms of this SMTA, risk in the physical Material shall pass to Recipient upon its or its agent's collection of the Material from EMMA Repository. 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 a handling fee and shipping costs as agreed between EMMA Repository and Recipient.

2.6 Recipient shall, subject to 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 Mouse Producer retains sole ownership of any intellectual property rights in the form of the Materials. Recipient shall acknowledge the EUCOMM Consortium 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 Mouse Producer a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the Mouse Producer's own internal, non-profit making research and teaching purposes and to allow Mouse Producer 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 Mouse Producer's own internal, nonprofit making research and teaching purposes and to allow the Mouse Producer, including any public repository such as (EMMA) which Mouse Producer may use at its sole discretion, 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 Mouse Producer 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 Mouse Producer, 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 Mouse Producer, 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 Mouse Producer. **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 Recipient

Recipient

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:

Aims of the intended experiments: