

MATERIAL TRANSFER AGREEMENT

between

The University of Zürich

Div. of Metabolism

University Children's Hospital Zurich – Eleonore Foundation

Steinwiesstrasse 75

CH-8032 Zurich (SWITZERLAND)

(hereinafter referred to as UNIVERSITY)

and

[University _____]

[Name]

[Address]

[Address]

(hereinafter referred to as RECIPIENT)

Preamble

UNIVERSITY has developed Original Material in the course of academic research.

RECIPIENT wishes to conduct non-commercial research with MATERIAL.

UNIVERSITY is willing to provide the Original Material to RECIPIENT under the following terms and conditions:

1. Definitions:

“Recipient’s Scientist” is

„Original Material“ shall mean the following biological material(s):

Mmachc (flox/flox) transgenic mice as ordered at the European Mutant Mouse Archive Facility (“EMMA”)

as described in Kiessling et al. (DOI: [10.1016/j.bbadis.2021.166201](https://doi.org/10.1016/j.bbadis.2021.166201))

“MATERIAL” shall mean Original Material and Progeny and Unmodified Derivatives thereof.

“Progeny” shall mean unmodified descendant from the MATERIAL, such as organism from organism.

“Unmodified Derivatives” shall mean substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the Original Material.

2. The MATERIAL is the property of UNIVERSITY and is to be used by RECIPIENT solely for non-commercial research purposes at RECIPIENT's institution and only under the

direction of the Recipient's Scientist. The research to be conducted by Recipient's Scientist is restricted to the project described in **Attachment A**. The MATERIAL will not be used in human subjects or in clinical trials involving human subjects without the written permission of UNIVERSITY.

3. The Recipient's Scientist agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT's institution without the prior written consent of UNIVERSITY.
4. The MATERIAL may be bred for the purpose of maintaining the strain. When the MATERIAL is bred with mice or rats of another strain or which contain a different or additional genetic mutation or lesion ("Cross-Bred Mice"), UNIVERSITY and RECIPIENT shall jointly own such Cross-Bred Mice. RECIPIENT shall notify UNIVERSITY of Cross-Bred Mice and their characteristics and provide UNIVERSITY with a breeding pair of such mice upon UNIVERSITY's request.
5. (a) UNIVERSITY retains ownership of the MATERIAL
(b) RECIPIENT retains ownership of those substances created through the use of the MATERIAL, which are not Progeny or Unmodified Derivatives.
6. (a) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of UNIVERSITY. In particular, no rights are provided to use the MATERIAL and any related patents of UNIVERSITY for profit making or commercial purposes, such as sale of the MATERIAL, use in manufacturing, provision of a service to a third party in exchange for consideration, or use in research or consulting for a for profit entity under which that entity obtains rights to research results.
(b) If RECIPIENT desires to use the MATERIAL for such profit-making or commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with UNIVERSITY to establish the terms of a commercial license. It is understood by RECIPIENT that UNIVERSITY shall have no obligation to grant such a license to RECIPIENT, and may grant exclusive or non exclusive commercial licenses to others.
7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. UNIVERSITY will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except when caused by the gross negligence or willful misconduct of UNIVERSITY.
9. Recipient's Scientist agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications and agrees to send UNIVERSITY a copy of any such publications at the time of submission for publication.

10. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations including, for example, those relating to research involving the use of animals or recombinant DNA.
11. The Research using the MATERIAL shall last not longer than 3 years, unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such a prolongation. In the event RECIPIENT is not using and does not intend to use the MATERIAL or as soon as the Research will be concluded or this agreement will expire or be terminated for what reason ever, the RECIPIENT is obliged to return to UNIVERSITY, if possible, or to destroy with required care, all MATERIAL.
12. The MATERIAL will be provided by the European Mutant Mouse Archive Facility ("EMMA"). UNIVERSITY will charge no fee for the provision of the MATERIAL. RECIPIENT understands and acknowledges, however, that EMMA may charge a fee for the distribution and shipment of the MATERIAL and RECIPIENT shall pay such fee directly to EMMA.
13. The effective date of this Agreement is the date of the last required signature obtained.
14. This Agreement shall be construed and interpreted in accordance with the laws of Switzerland. Place of jurisdiction shall be Zürich (Switzerland).

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their duly authorized representatives.

For University of Zurich (UNIVERSITY)

Date: _____

By: _____

(Signature)

For University of _____ (RECIPIENT)

Date: _____

By: _____

(Printed Name and Title/Position)

(Signature)

Date: _____

By: _____

(Printed Name and Title/Position)

(Signature)

Attachment A

Project Description