**Material Transfer Agreement**

For Non-Commercial Recipients Only

This Material Transfer Agreement ("MTA") concluded by and between

**European Molecular Biology Laboratory**, Meyerhofstrasse 1, 69117 Heidelberg, Germany,

 – hereinafter named "EMBL" –

and

Organization / Name

Address

– hereinafter named "Recipient" –

hereinafter individually also referred to as “Party” and collectively as „the Parties“.

**1. Definitions**

1.1 Upon request EMBL shall provide to the Recipient "Original Material” described and quantified in Annex 1, which constitutes an integral part of this Agreement.

1.2 "Progeny" is defined as all unmodified descendant from the Original Material including, but not limited to, virus from virus, bacterium from bacterium, cell from cell, or organism from organism.

1.3 "Unmodified Derivatives" are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. sub-clones of unmodified Cell lines, purified or fractionated subsets of the Original Material, proteins, expressed by DNA/RNA, monoclonal antibodies secreted by a hybridoma cell-line, sub-sets of the Original Material such as novel plasmids or vectors.

1.4 "Modifications" are substances created by the Recipient which contain/incorporate any form of the Material, e.g. crosses, breeding varieties, cell fusions, sub-cloning etc.

1.5 The "Material” which, regarding the inherent intellectual property rights is and remains the exclusive property of EMBL, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

**2. Use of the Material**

2.1 The Recipient shall use the Material in compliance with all laws and regulations applicable to such Material in the Recipient's place and country, including guidelines for work with recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless - where applicable -explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 Nothing in this MTA shall be construed as granting any license under any intellectual property right vested into EMBL or any right to use the Material or any EMBL information other than herein expressly specified. The Material shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the Recipient's Researcher(s) named above and staff under their direct supervision who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and nothing shall be forwarded to third parties unless with EMBL’s prior written approval. For any EMBL information or material that will be forwarded to third parties, the Recipient shall conclude confidentiality agreements with such third parties and they shall be bound by obligations not less strict than those set out in this MTA.

The Recipient shall not use the Material or any substance that is replicated or derived thereof for any commercial or profit-generating purpose, or in the conduct of research that is subject to consulting, licensing or other similar legal or commercial obligations with other institutions, corporations or business entities including, but not limited to, use in drug screening, drug evaluation, assay development, or identifying drug targets for commercial purposes without the prior written consent of EMBL.

2.3 After conclusion of the studies using the Material as defined in Annex 1 or at the expiry of this MTA, whichever occurs first, the Recipient shall, at the discretion of EMBL, either promptly destroy or return to EMBL the remaining Material and Modifications incorporating the Material. All of EMBL's Material which is stored in electronic form shall be erased from the computer systems (to the extent possible). Upon request, within a period of thirty (30) days, the Recipient shall inform EMBL on the status of its research.

**3. Publications**

3.1 The Recipient shall have the right to publish its findings and results related to the Material, provided that EMBL and the EMBL Researcher(s) are either named as co-authors of the publication or cited as the source of the Material, which shall be made in accordance with the respective contribution of the Material to the publication. The Recipient shall submit all publications four (4) weeks prior to their public disclosure to EMBL.

3.2 If EMBL determines that a proposed publication by the Recipient contains patentable subject matter directly relating to the method(s) of manufacture or use(s) of the Materials pursuant to Clause 4.1, which the Recipient does not desire to protect under a patent application, the Recipient will inform EMBL of such situation and will delay submission of the publication for an additional sixty (60) days period to allow EMBL to file appropriate patent application(s).

**4. Intellectual Property**

4.1 Where the research involving the Material or a Modification results in an invention or patentable Modification of the Material, the Recipient and its Researcher(s) shall promptly disclose this development to EMBL by submitting written notification thereof. Recipient and EMBL shall decide jointly about the inventorship, taking into due consideration the EMBL’s contribution to the invention through its Material. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 Recipient grants EMBL the non-exclusive right to use any inventions in EMBL’s own internal, non-profit making research and teaching activities without payment of licence or royalty fees to the Recipient.

4.3 At EMBL’s request Recipient agrees to provide EMBL for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of Recipient's research studies using the Material, always provided that Recipient may fulfill this obligation with reasonable effort. Such transfer shall be free of charge, but Recipient may charge an appropriate handling/shipping fee.

**5. Warranties and Liability**

5.1 Any Material provided to this MTA is understood to be experimental in nature. It may have hazardous properties. EMBL makes no representations and extends no warranties of any kind, express or implied, as to the fitness of the Material for a particular purpose, or that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

5.2. In no event shall EMBL be liable for any act or omission by the Recipient under this Agreement including but not limited to the receipt, use, handling, storage or disposal of the Materials by Recipient Researcher(s), except where such liability is directly due to the negligent acts or omissions of EMBL. Without limiting the generality of the foregoing, the Recipient shall, to the extent permitted by any statutory law or regulation applicable to the Recipient, indemnify EMBL for any loss, claim, damage, or liability, of whatsoever kind or nature incurred by EMBL as a result of any third party claims arising from, or in connection with this Agreement or the use, handling, storage or disposal of the Materials by the Recipient except where such loss, claim, damage or liability is directly due to the negligent acts or omissions of EMBL.

**6. Miscellaneous**

6.1 The Original Material is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the Recipient. As applicable, both items are specified in an accompanying letter to this MTA.

6.2 This MTA shall enter into force on the date of the last signature to it. It expires automatically after five (5) years or after conclusion of the experiments according to Annex 1, whichever occurs first. Either Recipient or EMBL may terminate this Agreement forthwith by notice in writing if the other Party commits a substantial breach of this Agreement, which in the case of a breach capable of remedy within such period will not have been remedied within thirty (30) days of receipt by the Party in default of notice identifying the breach and requiring its remedy.The provisions under Clauses 3, 4, 5 and 6.3 shall survive termination and/or expiration.

6.3 This MTA shall be construed in accordance with and governed by the laws of the Federal Republic of Germany, excluding its conflict of law provisions. The Parties shall endeavor to resolve amicably all disagreements or difficulties that could arise concerning the implementation of this Agreement. In case an amicable settlement cannot be reached despite all efforts, the dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration will be Heidelberg, Germany. The language of the arbitral proceedings will be English. The award of the arbitration shall be final and binding on the Parties.

6.4 Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. Any such assignment without prior consent shall be null and void.

6.5 In the event the Material or part of it should be under physical control of the Recipient before this MTA is signed, the terms and provisions shall apply for this Material retroactively.

6.6 Nothing herein shall be deemed or interpreted as a waiver, express or implied, of any privileges or immunities accorded to the EMBL by its constituent documents or international law.

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| City / Town, dated       | Heidelberg, dated       |
| Address | EMBL, Meyerhofstrasse 1, 69117 Heidelberg, Germany |
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| Name:      Title:       | Name: Dr. Thorsten SchneiderTitle: Senior IP Manager |
| City / Town, dated       | Heidelberg, dated       |
| Recipient Researcher(s) | EMBL Researcher(s) |
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| Name:       | Name:       |

# Annex 1

**Original Materials:**

Murine strain Ogt<em1(Y851A)>

MGI ID: 7855909
Reference: PMID 39787076

Type of mutation: Substitution Y851A

Description of the mutation (GRCm39/mm39): GTACTGTAACTTTAATCAGTTATATAAAATTGACCCATCT -> CTATTGCAATTTCAACCAACTGGCCAAGATCGATCCTAGC, ChrX:100719847->100719886 forward strand

**Aims of the intended experiments, description of research project:**