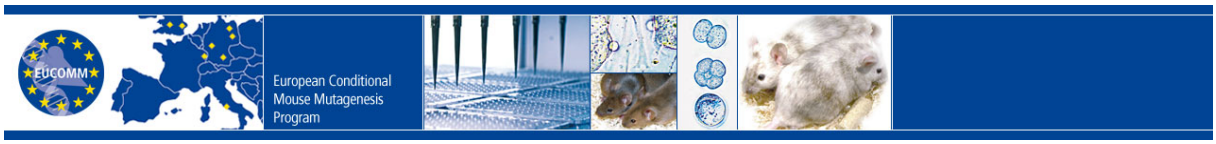

Filling Instructions

Dear EMMA User,

Thank you for your interest in an EUCOMM MUTANT MOUSE.

This document shall help you to fill the attached SMTA.

1. Please **fill in all required information into the ANNEX.** The form can be filled with every Adobe Reader.

2. Please **print two copies of the MTA** (page 2 and 3 of this document), have **both copies executed** by your **authorized official.**

3. Afterwards **mail the executed copies** to the address mentioned below for countersignature.

Institut Clinique de la Souris / CERBM-GIE
1 rue Laurent Fries, BP 10142
67404 Illkirch Cedex
France

Thank you.

Kind regards,

Your EMMA and EUCOMM team.

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 Europeen de Recherche en Biologie et Medecine – Groupement d'Interet Economique, 1 rue Laurent Fries, 67404 Illkirch, France ("*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, sub-cloning products etc.

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, non-profit 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

_____
(authorized official)

Recipient

_____
(authorized official)

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:

PRINT MTA