LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MOUSE MUTANT STRAINS TO ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´

The European Mouse Mutant Archive (EMMA) is a federation of several research facilities in the field of mouse genetics from different European countries and was established to coordinate, archive and distribute mutant mouse lines.

A list of the available mutant mouse lines is regularly updated and available at www.infrafrontier.eu.

EMMA-maintained lines are supplied to interested institutions/investigators as a non-profit service to the research community at large by the respective research facility that submits the mouse line (Provider). EMMA coordinates requests concerning mouse lines stored with EMMA. The requested mouse line will be distributed by the relevant EMMA partner (Distributor). The current list of EMMA partners includes:

- Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare (CNR-IBBC, Italy)
- Biomedical Sciences Research Center Alexander Fleming (BSRC, Greece)
- Centre National de la Recherche Scientifique (Phenomin TAAM, France)
- Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CSIC, Spain)
- European Molecular Biology Laboratory (EMBL-EBI, UK)
- Fundação Calouste Gulbenkian (FCG, Portugal)
- Genome Research Limited (otherwise referred to as Wellcome Sanger Institute) (WSI, UK)
- GIE-Centre Européen de Recherche en Biologie et en Médecine (Phenomin-ICS, France)
- Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt GmbH (HMGU, Germany)
- INFRAFRONTIER GmbH (Germany)
- Institute of Molecular Genetics of the Czech Academy of Sciences (IMG, Czech Republic)
- Karolinska Institutet (KI, Sweden)
- Medical Research Council, as part of United Kingdom Research an Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmédizinische Universität Wien (VetMedUni Vienna, Austria)

The submitted material shall consist of live mice (Material) unless otherwise accepted by Distributor.

The Provider, who submits Material to Distributor, hereby expressly agrees to the following conditions:

1. Except where specifically authorized by the Provider, the Distributor is authorized to distribute the Material upon request from third parties, for use in non-commercial activities only, under the LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MUTANT MOUSE LINES FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´. To avoid doubt, at the written request of the Provider, initial distribution of the Material may be delayed for a period of up to one (1) year from the date of deposition concerning Material which was created by using the CRISPR technology and in other cases for up to two (2) years from the date of deposition to allow the Provider to:
   (i) publish research associated with such mouse strain or
   (ii) register the intellectual property rights associated with such mouse strain.

2. If requested by the Provider prior to the submission of the Material to the Distributor, the Distributor will furnish to the recipient entity, including its employees and other researchers under its control (Recipient), the Provider’s Material Transfer Agreement. Requests will not be processed by the Distributor until two (2) duly executed copies of such agreement have been received by the Distributor. This paragraph shall not apply for certain Material generated by use of the CRISPR technology.

3. For Material generated by use of the CRISPR technology it must be ensured that the Recipient agrees with the underlying license conditions applicable to the relevant EMMA partner; this means:
EMMA conditions in (updated 2021)

(a) The EMMA Partners listed below (CRISPR Purveyors) have separately obtained certain rights from third parties (including the Broad Institute and Caribou Biosciences) in relation to the distribution of Material generated by CRISPR technology; for such Material to be disseminated by the CRISPR Purveyors under such licenses the Recipient must agree that said Material is distributed in accordance with: (i) the terms of the applicable limited use label licenses (see links shown for each CRISPR Purveyor below); and (ii) any other terms as the CRISPR Purveyor might require, to ensure that said CRISPR Purveyor complies with all of its obligations to any third party in relation to said third parties intellectual property property rights. For the avoidance of doubt and if required by the Provider, such terms will be in addition to the Provider’s MTA.

The current list of CRISPR Purveyors is shown below:

Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)  
(www.har.mrc.ac.uk/crispr-limited-use-license)

(b) With respect to all other relevant EMMA Partners, in case of Material generated by use of the CRISPR technology, it must be ensured that the Recipient agrees with the following: (i) with the terms of a limited use label license as well as the terms of the UBMTA (Uniform Biological Material Transfer Agreement /Master Agreement published in the Federal Register on March 8, 1995). For this purpose, an appropriate MTA will be concluded between the Recipient and the relevant EMMA Partner. In case the Provider requires further terms to ensure that said Provider complies with all of its obligations to any third parties’ intellectual property rights such terms will be added to the MTA by the relevant EMMA Partner upon request of the Provider.

4. The Provider declares that they have complied with all relevant National, International and European rules with regard to the breeding, handling and storage of the Material (e.g. Directive 2010/63/EU).

5. All relevant non-confidential information about the Material shall be provided by the Provider to the Distributor. This information is made accessible via the https://www.infrafrontier.eu and the http://www.findmice.org/ homepage to the best of the Distributor’s knowledge.

6. After submitting Material to the Distributor, the Material will be dealt with by the Distributor according to the applicable scientific and ethical standards.

7. The Distributor reserves the right to withdraw the Material from the repositories due to scientific reasons. The Distributor shall inform the Provider of any decision in this respect. To avoid doubt, at any time the Provider shall be entitled to demand that the Materials be withdrawn from the repositories for any reason.

8. If the Material is subject to patents or any other intellectual property right owned by the Provider and/or third party(ies) or such rights have been licensed and/or assigned to third party(ies), it is in the responsibility of the Provider to ensure that the transfer, and use of, such Material to/by the Distributor does not infringe such intellectual property rights. To avoid doubt, should the existence of proprietary rights of a third party restrict global distribution of the Materials at the time of deposit, or arise subsequent to such deposition, into the repositories, the Provider shall retain the right to demand that the Distributor limits the (future) availability of such Materials in accordance with such third party proprietary rights. Except where specifically allowed under this part (7) or where prior signature of a Material Transfer Agreement is requested under (2) above, the Distributor shall not be required to restrict availability of the Material on the basis of patents or licenses or to enforce any corresponding rights and restrictions other than prior signature of the Provider’s Material Transfer Agreement.

9. The Provider assumes all and any liability for damages, which may arise from the use, storage, transfer or disposal of the Material by the Distributor and the Provider shall hold harmless the Distributor and the legal entity operating the repository for any loss, claim or demand which could be raised by any other party, due to, or arising from, the use, storage, transfer or disposal of the Material by the Distributor, except to the extent such loss, claim or demand is caused by the gross negligence or willful misconduct of the Distributor or the legal entity operating the repository.

10. If requested by the Provider in writing, the Distributor shall report the number of requests fulfilled by the Distributor with respect to the Material deposited by such Provider.

11. Any request received by the Distributor to use Material for a commercial activity shall be referred to the Provider. To avoid doubt, the Distributor shall not be involved in any negotiations between the Provider and any Recipient wishing to use Material for any commercial activity.