



LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS FROM 'THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA'

The **E**uropean **M**ouse **M**utant **A**rchive (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 (Phenomim 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 (Phenomim-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 and Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmedizinische Universität Wien (VetMedUni Vienna, Austria)

Where applicable, the *Distributor* will furnish to the recipient entity, including its employees and other researchers under its control (*Recipient*), the *Provider's* and/or the *Distributor's* Material Transfer Agreement (MTA). Requests will not be processed by the *Distributor* until two (2) duly executed copies have been received by the *Distributor*.

Depending on the mouse strain, the requested material may consist of frozen sperm, frozen embryos, live mice or tissue samples (*Material*). The breeding, handling and storage of the *Material* shall comply with the established rules and regulations that apply in the country of the *Provider* or the *Distributor*, respectively.

Each *Recipient* who requests and receives *Material* from the *Distributor* hereby expressly agrees to the following conditions:

1. The *Material* is provided for non-commercial research and teaching purposes only. The *Recipient* must not transfer the requested *Material*, which is owned by the *Provider* and shall comprise any progeny, unmodified derivatives or original material contained in modifications thereof derived by inbreeding or crossbreeding, to any third party. In case *Recipient* of the mouse line is interested in the transfer of the requested *Material* or its progeny, unmodified derivatives or modifications derived by inbreeding or crossbreeding the *Recipient* has to obtain the prior consent of the *Provider* and *Distributor* of the *Material*.
2. The information made available by the *Distributor* to the *Recipient* along with and related to the *Material* is based on, to the best of *Distributor's* knowledge, the corresponding information given by the *Provider*.

3. *Material* is made available to *Recipient* on the condition that the *Recipient* reasonably proves their ability to comply with all relevant National, International and European rules with regard to the handling, breeding and manipulating the *Material* as evidenced by specific legal authorisations delivered by appropriate control bodies.
4. The *Material* provided to the *Recipient* is experimental in nature and may have hazardous properties. *Provider* and *Distributor* make no representations and extend no warranties of any kind, express or implied, as to the fitness of the *Material* for a particular purpose, or that the use thereof will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.
5. Except where required to ensure that the transfer to, and use of, such *Material* by the *Recipient* does not infringe known third party intellectual property rights or where the *Recipient's* prior signature of a Material Transfer Agreement is required by the *Provider* before distribution of the *Material*, the *Distributor* does not restrict availability of the *Material* on the basis of intellectual property rights and shall not enforce any restrictions based on these rights other than prior signature of the *Provider's* Material Transfer Agreement.
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7. The *Material* is provided by the *Distributor* with a transmittal fee (consisting of appropriate shipping fees and a lump sum to recover costs and ensure that EMMA maintains sustainable archiving and distribution), which shall be paid by the *Recipient* to the *Distributor*. In the case of an order cancellation, the *Distributor* shall be entitled to charge the *Recipient* for the costs that may be incurred.
8. Any request received from the *Recipient* 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 *Recipient* in relation to use of the *Material* for any commercial activity.
9. The *Recipient* agrees to acknowledge the *Provider* and EMMA as *Distributor* in any publication or presentation reporting on research involving an EMMA strain.
10. The *Recipient* agrees that the *Distributor* is allowed to share the following information within EMMA: information about delay in payment and/or non-payment of agreed fees by *Recipient*.