

NOTICE: THIS IS A LEGALLY BINDING CONTRACT

Between Wellcome Trust Sanger Institute and the Recipient institution

It is essential that the person signing this contract on behalf of the Recipient institution has the authority to do so on the Recipient institution's behalf, thus creating legal obligations on behalf of Recipient institution.

Examples of people who may have such authority include: Recipient institution's Directors, Heads of legal, Heads of finance and Technology Transfer Associates.

Examples of people who typically do NOT have such authority include: Recipient institution's lab heads/principal investigators, post docs, students.

The person signing this Contract represents and warrants to Wellcome Trust Sanger Institute that they have the authority to sign such contracts on behalf of Recipient institution.

Signature of this contract by an unauthorised person or failure of the authorised signatory to tick the box below may result in a significant delay in processing the Recipient institution's request for Material.

Recipient institution's signatory should tick this box to indicate that he/she has read this notice.

MATERIALS TRANSFER AGREEMENT (ANIMALS)

| | |
|---|---|
| Start Date | |
| Recipient | Legal title: [please enter legal title of receiving organisation] Address: [official contact]: [please enter fax and email] |
| Sanger | Name: Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Address: Cambridge, CB10 1SA, UK |
| Materials | [sperm: [[enter details]] [[embryos: [enter details]] [mice: [[enter details]] supplied to Recipient, 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 Materials. |
| Investigation | [Describe specific area of research] |
| Recipient's Principal Investigator | Name: Address: Tel: Fax: Email: |
| Sanger's Contact | Name: Mouse Pipelines Address: Genome Research Limited, Wellcome Trust Sanger Institute, Hinxton, Cambridge, CB10 1SA. Email: mousemta@sanger.ac.uk |

The Recipient wishes to use the Materials in the course of the Investigation and Sanger agrees that the Recipient may use the Materials in the course of the Investigation in accordance with the provisions of this Agreement.

Sanger and the Recipient hereby agree to be bound by the provisions of this Agreement.

Signed for and on behalf of the **RECIPIENT**
by its duly authorised signatory:

Signature:

Name:

Title:

Date:

Signed for and on behalf of **SANGER** by its
duly authorised signatory:

Signature:

Name:

Title:

Date:

1. **Use of the Materials**

1.1 The Recipient shall ensure that:

1.1.1 the Materials are used only for the purposes of the academic, non-commercial research conducted in the Investigation and not for administration to human subjects;

1.1.2 the Materials are handled, housed and/or stored in accordance with any reasonable protocols provided to the Recipient pursuant to Clause 2.1;

1.1.3 the Materials are not made available to anyone other than personnel of the Recipient engaged in carrying out the Investigation.

2. **Materials**

2.1 At the request of Recipient, Sanger, or an EMMA partner on behalf of Sanger shall provide the Recipient with any protocols that Sanger may have concerning the handling, housing, care of and safety of the Materials.

2.2 For the purposes of Clause 1 an “EMMA Partner” means any of the participating organisations listed on the European Mutant Mouse Archive (EMMA) website (<https://www.infrafrontier.eu>) under the section entitled EMMA partners.

3. **Intellectual Property Rights**

3.1 Sanger hereby grants to the Recipient a non-exclusive worldwide royalty-free research licence under its intellectual property rights to use the Materials for the purposes of the Investigation.

3.2 Sanger makes no warranty or representation that the Materials (whether when used for the Investigation or otherwise) do not and will not infringe the intellectual property of a third party. Sanger hereby excludes to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient arising from a claim by a third party that the use of the Materials for the purposes of the Investigation or otherwise infringes the intellectual property of the third party.

3.3 Nothing in this Agreement shall operate to transfer to the Recipient any intellectual property rights of Sanger in the Materials.

3.4 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Investigation shall belong to the Recipient. Except as specifically provided in Clause 3.6 Sanger shall have no right or licence in respect of such intellectual property rights, results, data and/or discoveries.

3.5 In this Agreement, “**Invention**” shall mean a patentable invention developed by the Recipient in the course of the Investigation that relates directly and principally to the Materials itself.

- 3.6 If the Recipient files any application for a patent in respect of an Invention, the Recipient agrees that it will not assert such patent to prevent Sanger from (i) continuing to use the Materials for non-commercial research purposes or (ii) from continuing to distribute the Material to third parties for non-commercial research purposes under a substantially similar agreement to this agreement.
- 3.7 Any publication of the results of the Investigation shall acknowledge the source of the Materials using the citation format specified in the attached Schedule.
- 3.8 If Recipient creates a mouse (or embryo) from supplied Materials, Recipient, to the extent it is legally able to do so, is encouraged to submit the relevant line to a public repository such as the European Mouse Mutant Archive (EMMA) or similar repository of the Recipient's choice for cryopreservation and distribution to third parties for non-commercial purposes subject to such third parties signing a material transfer agreement which is, in any relevant aspect, substantially equivalent to this Agreement.

4. **Confidentiality**

- 4.1 The Recipient shall keep confidential any confidential information relating to the Materials that is disclosed to it by Sanger pursuant to this Agreement. The Recipient shall only use such information for the purposes of the Investigation and shall not disclose it to any person other than personnel of the Recipient engaged in carrying out the Investigation.
- 4.2 Clause 4.1 shall not apply to any information that:
- 4.2.1 is published by and/or is contained in any publication which Sanger has published or becomes public knowledge other than through breach of this Agreement; or
- 4.2.2 is independently developed by the Recipient or acquired from a third Party, to the extent that it is acquired with the right to disclose it; or
- 4.2.3 was lawfully in the possession of the Recipient prior to the date of this Agreement; or
- 4.2.4 is required to be disclosed by law or any court of competent jurisdiction, any tax or regulatory authority or any binding judgement, order or requirement of any other competent authority, provided that the Recipient shall inform Sanger where possible prior to any such disclosure.

5. **General**

- 5.1 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of the other.
- 5.2 All notices given under this Agreement must be in writing and delivered to the relevant contact person as shown on the front sheet of this Agreement.
- 5.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

- 5.4 The Recipient accepts that the Materials are supplied on an “as is” basis, are experimental in nature and that Sanger makes no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials. Save in the case of death or personal injury resulting from Sanger’s negligence, Sanger hereby excludes to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Recipient that may arise (whether directly or indirectly) in any way whatsoever from the supply of the Materials and their use by Recipient.
- 5.5 The Recipient understands that it is responsible for and undertakes to obtain all necessary ethical and regulatory consents required to import, receive, handle and house the Materials and to carry out the Investigation. The Recipient will comply with the requirements of all applicable laws and regulatory authorities governing the use of the Materials in the Investigation.
- 5.6 Sanger understands that any Invention which is licensed to it pursuant to Clause 3 is licensed on an “as is” basis. The Recipient excludes all warranties, conditions or representations, express or implied, as to such Invention's safety, quality, suitability for any purpose or any other of its properties or capabilities.
- 5.7 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.
- 5.8 Subject to clause 3.7, the Recipient shall not use Sanger’s name in any publication, public announcement or other public disclosure without the consent of Sanger.
- 5.9 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts. The foregoing 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 Agreement shall be construed with the laws and/or jurisdiction of the place of incorporation or seat of such United States of America institution/institute.

Schedule

Any publication of the results of the Investigation shall acknowledge the source of the Materials:

If the Material is provided by Sanger please use the following citation format specified below:

“We thank the Wellcome Trust Sanger Institute Mouse Genetics Project (Sanger MGP) and its funders for providing the mutant mouse line (Allele:[state allele]), and INFRAFRONTIER/EMMA (www.infrafrontier.eu). Funding information may be found at www.sanger.ac.uk/mouseportal and associated primary phenotypic information at www.mousephenotype.org.”

Please include in publications from the following references:

White, J. K., Gerdin, A.-K., Karp, N. A., Ryder, E., Buljan, M., Bussell, J. N., Salisbury, J., *et al.* (2013). Genome-wide Generation and Systematic Phenotyping of Knockout Mice Reveals New Roles for Many Genes. *Cell*, **154**(2), 452–464.

Skarnes, W.C., Rosen, B., West, A.P., Koutsourakis, M., Bushell, W., Iyer, V., Mujica, A.O., Thomas, M., Harrow, J., Cox, T. *et al.* (2011) A conditional knockout resource for the genome-wide study of mouse gene function. *Nature*, **474**, 337-342.

Bradley A, Anastassiadis K, Ayadi A, Battey JF, Bell C, Birling M-C, Bottomley J, Brown SD, Bürger A, Bult CJ, Bushell W, Collins FS, Desaintes C, Doe B, Economides A, Eppig JT, Finnell RH, Fletcher C, Fray M, Friendewey D, *et al.* (2012) The mammalian gene function resource: the international knockout mouse consortium. *Mamm. Genome*, **23**(9-10), 580-586.

Pettitt SJ, Liang Q, Rairdan XY, Moran JL, Prosser HM, Beier DR, Lloyd KC, Bradley A & Skarnes WC (2009) Agouti C57BL/6N embryonic stem cells for mouse genetic resources. *Nature methods*, **6**(7), 493-495.

OR

If the Material is provided by EMMA partner on behalf of Sanger please use the following citation format specified below:

“We thank the Wellcome Trust Sanger Institute Mouse Genetics Project (Sanger MGP) and its funders for providing the mutant mouse line (Allele:[state allele]), and INFRAFRONTIER/EMMA (www.infrafrontier.eu) partner [insert EMMA partner] from which the mouse line was received. Funding information may be found at www.sanger.ac.uk/mouseportal and associated primary phenotypic information at www.mousephenotype.org.”

Please include in publications from the following references:

White, J. K., Gerdin, A.-K., Karp, N. A., Ryder, E., Buljan, M., Bussell, J. N., Salisbury, J., *et al.* (2013). Genome-wide Generation and Systematic Phenotyping of Knockout Mice Reveals New Roles for Many Genes. *Cell*, **154**(2), 452–464.

Skarnes, W.C., Rosen, B., West, A.P., Koutsourakis, M., Bushell, W., Iyer, V., Mujica, A.O., Thomas, M., Harrow, J., Cox, T. *et al.* (2011) A conditional knockout resource for the genome-wide study of mouse gene function. *Nature*, **474**, 337-342.

Bradley A, Anastassiadis K, Ayadi A, Battey JF, Bell C, Birling M-C, Bottomley J, Brown SD, Bürger A, Bult CJ, Bushell W, Collins FS, Desaintes C, Doe B, Economides A, Eppig JT, Finnell RH, Fletcher C, Fray M, Friendewey D, *et al.* (2012) The mammalian gene function resource: the international knockout mouse consortium. *Mamm. Genome*, **23**(9-10), 580-586.

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