**Date**

**Name of Principal Investigator**

**Name of the Principal Investigator’s institute**

**Address**

Dear **Dr. [Name of Principal Investigator]**

#### MATERIAL TRANSFER AGREEMENT FOR Rosa-Cre-ERT2 mice

Further to your recent request, we are pleased to inform you that the GIE-CERBM (IGBMC) is authorized by **Dr. Anton Berns from the Netherlands Cancer Institute, Netherlands (“Netherlands Cancer Institute”)** to release to **[Institution of Principal Investigator]** at **[address of Principal Investigator’s Institute]** (the “Institute”) the Rosa-Cre-ERT2 mouse (sent by the EMMA node at CNR / Monterotondo) that he has generated (the “Materials, Schedule 1”) subject to your and the Institute’s acceptance of the following terms and conditions:

The GIE-CERBM (IGBMC) designed the Cre-ERT2 construct and has been granted an US patent (N°7112715) and an European patent (N°IB01/02246) that cover the use of Cre-ERT2 transgenic mice. **Consequently, GIE-CERBM (IGBMC) acts as co-owner of the Rosa-Cre-ERT2 transgenic mouse we provide to you for academic research purposes only,** on behalf of both *NETHERLANDS CANCER INSTITUTE* and the GIE-CERBM (IGBMC). You will use the Materials, substances which constitute an unmodified functional subunit or product expressed by the Materials ("Unmodified Derivatives"), and/or progeny of either (the "Progeny") and any information disclosed pursuant to this agreement solely and exclusively for those non-commercial research purposes described in Schedule 2 (the "Research"). Specifically you will not isolate DNA sequences containing the Cre-ERT2 construct from these mice. *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGMBC) hereby grant the Institute a royalty-free, non-exclusive licence under all of its rights in and to the Materials solely for the purpose of the Research (without any rights to grant sub-licences). If you or the Institute desires to use or license substances created by you that contain or incorporate the Materials ("Modified Derivatives") for commercial purposes, the Institute agrees, in advance of such use, to negotiate in good faith with *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC) to establish the terms of a commercial licence. It is understood by the Institute that *NETHERLANDS CANCER INSTITUTE* or GIE-CERBM (IGBMC) shall have no obligation to grant such a licence to the Institute.

1. You and the Institute will take all necessary steps to ensure the proper and safe handling, storage and use of the Materials, Modified Derivatives and Unmodified Derivatives (the "Derivatives") and/or Progeny in accordance with all applicable laws and regulations and comply with all local regulations concerning experiments carried out in animals, and not allow the Materials, Derivatives and/or Progeny to become or be made available to any persons other than those engaged in the Research under your supervision.
2. You will ensure that those persons under your supervision to whom you make the Materials, Derivatives and/or Progeny available are made aware of and agree to be bound by the same obligations in relation to the Materials, Derivatives and/or Progeny as yourself.
3. Should you become aware that the Materials, Derivatives and/or Progeny have, or may have, fallen into the possession of a third party, or that they are being used for commercial purposes, you will promptly notify us and provide us with full particulars thereof.
4. Should you be approached by a third party expressing an interest in the Materials, Derivatives and/or Progeny, you will direct their enquiries to us and notify us of the name of that third party and the nature of their interest.
5. Any Materials provided by *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC)under this Agreement are provided “as is” and without any representation or warranty, express or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose or any warranty that the use of the materials will not infringe or violate any patent or other proprietary rights of any other person.
6. The Institute shall hold harmless, defend and indemnify *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC), its officers, directors, employees and agents against any and all loss, damage, liability, costs and expenses (including reasonable attorney's fees and court or other expenses of litigation) arising out of or in connection with third party claims relating to use, handling, shipment or storage of the Materials by the Institute, or use of the rights granted to the Institute under this Agreement, except to the extent that such loss or damage are attributable to any grossly negligent or willfully wrong act or omission on the part of *NETHERLANDS CANCER INSTITUTE* or GIE-CERBM (IGBMC).
7. Any information provided to you by *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC)or by the Institute to *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC)relating to the Materials that is not already in the public domain (the “Information”) shall at all times be treated in strict confidence for three (3) years from the date of the execution of this agreement by you and the Institute or *NETHERLANDS CANCER INSTITUTE and GIE-CERBM (IGBMC)* as the case may be and shall only be disclosed to those persons under your direct supervision who need to know such Information for the purpose of this agreement, provided always that those persons are informed of the confidential nature of that information. *NETHERLANDS CANCER INSTITUTE and GIE-CERBM (IGBMC),* and the Institute, shall not have any obligation of confidentiality with respect to information that: (a) is or becomes in the public domain through no fault of the receiving party; or (b) is already in the possession of the receiving party prior to receipt from the disclosing party; or (c) is demonstrably developed independently by the receiving party; or (d) is obtained from a third party who is not under a confidentiality obligation to the disclosing party; or (e) is required by law to be disclosed to a competent judicial or administrative body.

You and the Institute acknowledge and agree that you and the Institute have no right, title or interest whatsoever in the Materials, Unmodified Derivatives, Progeny and/or the Information provided by *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC).

1. You will keep *NETHERLANDS CANCER INSTITUTE and GIE-CERBM (IGBMC)* fully informed of the results arising from the Research which will be held in confidence. If *NETHERLANDS CANCER INSTITUTE* or GIE-CERBM (IGBMC) believes that a patentable invention has been made you agree to discuss this fully with representatives of *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC) All rights to inventions resulting from the use of the Materials under this letter shall be owned jointly between *NETHERLANDS CANCER INSTITUTE ,* GIE-CERBM (IGBMC) and the Institute. In each case you shall ensure that the Institute will enter into good faith discussions with *NETHERLANDS CANCER INSTITUTE,* GIE-CERBM (IGBMC) or their appointed agent to enable *NETHERLANDS CANCER INSTITUTE* and/or GIE-CERBM (IGBMC) or their appointed agent to commercialise the invention.
2. In the event that you desire to publish or make an oral presentation of the results of the Research where such publication will refer to Materials not previously described in any previous publication, you will provide *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC) with a manuscript of the paper to be published or presented thirty (30) days prior to the intended date of submission for publication or presentation. In any publication or presentation, you will give full acknowledgement to the origin of the Materials and/or Derivatives.
3. Notwithstanding paragraph 10, *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC) shall be entitled to a royalty-free non-exclusive licence to use and consent to the use of the results and intellectual property arising from the Research, and the Materials, Derivatives and/or Progeny for research purposes only.
4. In the event that you decide not to continue with the Research or you breach any of these terms and conditions, you will destroy the Materials, Derivatives and/or Progeny or at our request return them to us.
5. Notwithstanding that the Materials, Derivatives and/or Progeny are returned or destroyed pursuant to paragraph 13, the obligations of secrecy under paragraph 8 and the provisions under paragraphs 5, 6, 7, 9, 10, 11, 12 and 15 shall continue in full force and effect.
6. If you are willing to receive the Materials subject to the aforementioned terms and conditions please would you sign 3 copies of this MTA and pass them on to your employer to counter-sign by way of their agreement. Following counter-signature, please return all copies to us for our retention. On receipt of the signed letter we will return a fully executed original to Institute and NETHERLAND CANCER INSTITUTE.

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On behalf of the *NETHERLANDS CANCER INSTITUTE* and GIE-CERBM (IGBMC),

Yours sincerely,

Professeur Pierre Chambon.

*GIE-CERBM (IGBMC)*

*1, rue Laurent Fries – BP10142 – 67404 ILLKIRCH France*

*Phone : +33 3 88 65 32 24; Fax : +33 3 88 65 32 25; mail : chambon@igbmc.fr*

**SIGNATURES**

**Confirmation of Acceptance:**

###### FOR THE [NAME OF PRINCIPAL INVESTIGATOR’S INSTITUTE]

Principal Investigator:

Name:

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature for acceptance

EMPLOYER: *We confirm that the Principle Investigator, above is employed by us and hereby agree to be bound by the terms of this letter in all respects*.

Name:

Position:

Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature for acceptance :

***FOR GIE-CERBM (IGBMC) and NETHERLANDS CANCER INSTITUTE :***

Professeur Pierre Chambon

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature for Permission granted :

**SCHEDULE 1**

## MATERIAL

**Rosa-Cre-ERT2 mice generated by Dr. Anton Berns from the Netherlands Cancer Institute, using the Cre-ERT2 construct generated by Professor Pierre Chambon at the GIE-CERBM (IGBMC).**

**The mice will be sent by the EMMA node at the CNR / Monterotondo**

### SCHEDULE 2

## RESEARCH

[Insert here a brief description of the intended use by the Principle Investigator of the Materials].