**Standard Material Transfer Agreement for Dissemination of EUCOMM Project Materials**

**For Non-Commercial Purposes only**

This Standard Material Transfer Agreement (the "*SMTA*") is concluded by and between:

(1) Biomedical Sciences Research Centre “Alexander Fleming”, 34 Fleming Street, 16672 Vari, Greece (the “*Provider*“) acting also on behalf of Genome Research Limited (Sanger), 215 Euston Road, London, NW1 2BE, United Kingdom (the “*Originator*”); and

(2) [Recipient] [Address] (the "*Recipient*") on behalf of [Researcher name/s] (the "*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.

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. Mice created from supplied targeting vectors or embryonic stem cells shall be considered *Modifications* together with any portion of such mice including embryos and gametes.

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, 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.

1.5 “*EMMA*” shall mean the European Mutant Mouse Archive.

**2. Use of the *Material* and *Modifications***

2.1 Upon acceptance of this *SMTA, Provider* shall, via EMMA supply 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* purposesand 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 *Originator*

2.4 All *Material* supplied by *EMMA* pursuant to **Section 2.1** is supplied Ex Works (EXW Incoterms 2000) from *EMMA’s* facility. Subject to the terms of this *SMTA*, risk and title in the physical *Material* shall pass to *Recipient* upon its or its agent’s collection of the *Material* from *EMMA’s or Provider’s* facility. *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 *EMMA* according to the fee and terms agreed separately with *EMMA.*

2.6 *Recipient* shall, subject to **Section 2.7** and **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* purposesand 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 *Originator* 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 acquireany 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 *Originator* a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the *Originator’s* own internal, non-profit making research and teaching purposes and to allow *Originator/Provider* 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 Originator’s own internal, non-profit making research and teaching purposes and to allow the Originator and Provider 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 *Originator,* *Provider and EMMA* 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 *Provider*, 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 *Provider*, 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 *Provider*. **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** orfor 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

At Athens, on At [Recipient address] on

Biomedical Sciences Research Center, Alexander Fleming

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George Panayotou [print name and title]

Director

**The Material:**

B6-Smyd5<tm1c(EUCOMM)Wtsi>/Flmg mice

**Aims of the intended experiments:**

[please complete]