



UNIVERSITÄT  
LEIPZIG

Universität Leipzig, Medical Faculty,  
Carl-Ludwig-Institute for Physiology, Liebigstraße 27, D- 04103 Leipzig, Germany

Medical Faculty  
**Carl-Ludwig-Institute for  
Physiology**  
Prof. Dr. Johannes Hirrlinger

### MTA for mouse lines COTRANS and COTRIND

Dear EMMA user,

Thank you very much for your interest in our mouse lines.

Prior to shipment, please be so kind to complete the Material Transfer Agreement with the Medical Faculty of the University of Leipzig, Germany by the appropriate information and signature of an authorized person at your institution on page 3 of the MTA. Please then send a copy of this documents as pdf-file to [johannes.hirrlinger@medizin.uni-leipzig.de](mailto:johannes.hirrlinger@medizin.uni-leipzig.de).

Furthermore, as the Ai14 reporter mouse line contains the open reading frame of tdTomato you need to complete the corresponding MTA of The University of California, San Diego following their instructions (see last page of this file).

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**Material Transfer Agreement for Dissemination of Transgenic Mouse Lines  
Generated at the Medical Faculty, University Leipzig, Leipzig, Germany  
For Non-Commercial Purposes only**

This Material Transfer Agreement (the "MTA") is concluded by and between:

(1) Universität Leipzig, Ritterstraße 26, 04109 Leipzig, Germany; Represented by the "Rektorin", who is represented by the Acting Head of Administration, finally represented by the Director of Administration of Medical Faculty with the responsible Project Manager: Prof. Dr. J. Hirrlinger, Carl-Ludwig-Institut für Physiologie, Liebigstr. 27, D-04103 Leipzig, Germany ("Mouse Producer")

and

(2) Recipient as defined in the Annex ("Recipient") acting also on behalf of its principal scientist/s as defined in the Annex ("Researcher/s").

### **1. Definitions**

1.1 "Material" means all material(s) supplied to Recipient, as described in the Annex of this MTA, 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. Mice created from supplied embryos and gametes shall be considered "Material".

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, subcloning products etc.

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 of a product 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.

### **2. Use of the Material**

2.1 Upon acceptance of this MTA, Mouse Producer shall permit the European Mouse Mutant Archive (EMMA) to release to the Recipient the Material identified in the Annex. 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 purposes and 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 Mouse Producer.

2.4 Recipient shall, subject to Section 3, own title in any physical Modifications that it or the Staff create(s).

2.5 Modifications shall only be used for non-Commercial purposes and 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, the Mouse Producer retains sole ownership of any intellectual property rights in the form of the Materials. Recipient shall acknowledge Prof. Dr. J. Hirrlinger, Universität Leipzig, Germany, as the source of the Material in any publication, and cite the primary publication describing the Material in any publication.

### **4. Warranty and Liability**

4.1 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 Mouse Producer associated with the transfer of the Material or use of Modifications is excluded to the maximum extent permitted by law.

4.2 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 Mouse Producer, any third party's use, storage or disposal of the Modifications where such third party has received Modifications from the Recipient.

4.3 Recipient will indemnify, hold harmless and defend University of Leipzig, its Affiliates and their respective officers, directors, employees and agents against any and all claims, actions, demands, suits or causes of action for damages arising out of or relating to Recipients use, application, storage, destruction or disposal of the Material (collectively, "Claims").

### **5. Miscellaneous**

5.1. Government Compliance. Recipient represents that it shall conduct the Study and shall store, handle, use, and dispose of the Material, and all biological, chemical, and waste materials used and generated hereunder in compliance with generally-accepted professional scientific standards and practices, Good Laboratory Practices (GLP), and all applicable federal, state, and local laws, regulations and guidelines including, but not limited to, all health, safety, and environmental standards and requirements. In addition, all animal research conducted under this Study by Recipient will be performed in compliance with applicable local, state, national, and international animal welfare regulations, and will adhere to the highest standards of animal care and use.

5.2 Term and Termination. This MTA shall be effective from the date of full execution of this Agreement and may be extended by a written agreement signed by the parties. This MTA shall remain in force until conclusion of the experiments shown in the Annex or for 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 MTA for any reason.

5.3 Independent Contractor, Assignment, and Subcontracting. Recipients relationship to University of Leipzig under this Agreement is that of an independent contractor, and Recipient has no authority to bind or act on behalf of University of Leipzig.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Germany, excluding its conflict of laws principles. Place of jurisdiction shall be Leipzig.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its authorized representative in its name and on its behalf.

**University of Leipzig**

**Recipient's Organisation**

By: \_\_\_\_\_  
Name: Prof. Dr. Johannes Hirrlinger

By: \_\_\_\_\_  
Name:

Title: Professor, Head of Department

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Oliver Gotthold  
Title: Director of Administration of Medical Faculty

Date: \_\_\_\_\_

**ANNEX**

**A) RECIPIENT**

<b>Recipient</b>	<b>Recipient Institution</b>
Name:	Name:
Title:	Address:
Email:	

**B) MATERIAL**

Please check appropriate mouse line

Mouse line COTRANS [Gad2-NCre x Slc6a5-CCre x Ai14]

Containing the following alleles:

- 1) BAC[Gad2-NCre-IRES-  $\beta$ Galactosidase-SV40pA]
- 2) BAC[Slc6a5-CCre-IRES- alkaline phosphatase-SV40pA]
- 3) The Ai14 reporter gene expressing tdTomato after Cre-mediated DNA recombination (Madisen et al 2010, DOI: 10.1038/nn.2467)<sup>1</sup>

Mouse line COTRIND [Gad2-NCreERT2 x Slc6a5-ERT2CCre x Ai14]

Containing the following alleles:

- 1) BAC[Gad2-NCreERT2-IRES-  $\beta$ Galactosidase-SV40pA]
- 2) BAC[Slc6a5-ERT2CCre-IRES- alkaline phosphatase-SV40pA]
- 3) The Ai14 reporter gene expressing tdTomato after Cre-mediated DNA recombination (Madisen et al 2010, DOI: 10.1038/nn.2467)<sup>1</sup>

<sup>1</sup> The Ai14 reporter mouse line is a property of the Allen Institute for Brain Science, 551 N 34th Street, Seattle, WA 98103 (PI: Hongkui Zheng, PhD). It contains the open reading frame of tdTomato, which is a property of Roger Tsien, PhD, Howard Hughes Medical Institutes Laboratories, University of California, San Diego, USA

The University of California, San Diego		Materials Transfer Non-Profit Recipients
<b>Provider Investigator Name</b> Roger Y Tsien, Ph.D.	<b>UCSD Department</b> Department of Pharmacology 92093-0647	<b>Date</b> _____

<b>Recipient Investigator (please type)</b> Name: _____ Title: _____ Email: _____	<b>Recipient Institution (please type)</b> Name: _____ Address: _____
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The material described below is being provided to Recipient Institution as a result of the work of **DR. ROGER Y TSIEN** while he was a Howard Hughes Medical Institute ("HHMI") Investigator at his laboratory at the University of California, San Diego ("UCSD"), for research purposes in Recipient Investigator's laboratory only. The material is experimental in nature and must be used with prudence and appropriate caution, since not all of its characteristics are known. Any fluorescent protein(s) contained in the material may be claimed in issued patents owned or controlled by the Regents of the University of California and/or third parties.

THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE MATERIAL IS PROVIDED WITHOUT REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

The material may not be used for any commercial purpose or for work on human subjects, including diagnostic testing. Should the use of this material result in one or more scientific publication(s) Recipient Investigator should acknowledge in the paper(s) that the material was provided by the Provider Investigator identified above. **The material must not be distributed to laboratories of for-profit companies.** The material may be distributed to other non-profit laboratories only with the University of California's prior consent, in writing, as demonstrated through the completion of this form and a returned acknowledgment email from UCSD. In addition to receiving permission from UCSD, Recipients may transfer the material to other non-profits only under an agreement that prohibits further transfer of the material and the use of the material for commercial purposes or for work on human subjects, including diagnostic testing.

**If you are a Non-US institution seeking to receive Tsien Material, regardless of the source, in addition to providing this agreement to UCSD, you must also submit a completed Restricted Party Screen.**

Restricted Party Screening: In order to comply with Federal laws, University of California, San Diego interactions with foreign persons and entities must be checked against a comprehensive list of "Restricted Parties". If you are a foreign entity seeking Tsien Material, please complete the Restricted Party Screen located at <https://www.export.gov/csl-search> and provide a screen shot of the result along with this completed material transfer agreement to UCSD, as provided below.

<b>Description of Material Provided (List constructs here)</b> 1. _____ 2. _____ 3. _____ <b>Source of Tsien Material</b>
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<b>Recipient Investigator</b> I acknowledge that I have read and understood the terms of this Agreement. By: _____ Date: - _____ <i>Recipient Investigator Signature</i> Name: _____	
<b>Recipient Institution (If Required by your institution)</b> By: _____ Date: - _____ Name: _____ Title: _____	

NOTE to Recipient Institution: After the Recipient Investigator and the Authorized Official of the Recipient Institution have signed the form, please return the agreement and, if applicable, a Restricted Party Screen shot, as a pdf attachment by email to [mta@ucsd.edu](mailto:mta@ucsd.edu). Following receipt by the University of California, San Diego, an electronic response confirming acceptance of the agreement and the Restricted Party Screen will be returned to the Requestor.

**DO NOT SUBMIT THIS FORM UNLESS ALL BLANKS HAVE BEEN COMPLETED. IF A SIGNATURE FROM AN AUTHORIZED REPRESENTATIVE FROM YOUR INSTITUTION IS NOT NECESSARY, PLEASE STATE AS SUCH IN YOUR E-MAIL TO UCSD.**