

Dear INFRAFRONTIER/EMMA User,

The partially executed MTA should be sent to the Leiden University Medical Center (LUMC), Secretariat of Human Genetics, humgen@lumc.nl in order to obtain the LUMC signature.

After signature LUMC will return the fully executed MTA both to you and to EMMA.

Kind regards,

The European Mouse Mutant Archive – EMMA / INFRAFRONTIER

**MATERIAL TRANSFER AGREEMENT**

This agreement is made and entered into by and between:

**Academisch Ziekenhuis Leiden,** a legal entity under the laws of the Netherlands, having its offices at Albinusdreef 2, 2333 ZA Leiden, The Netherlands, also acting under the name “Leiden University Medical Center” (LUMC), represented by the manager ‘bedrijfsvoering’ of Division IV, hereinafter referred to as the “**Provider**”.

and

[●], a company organised under the laws of [country and/or state], having its official seat in [●], [●], and its registered office address at [●] **“Recipient”** .

Each of the above may also be referred to as “Party” and, collectively, as “the Parties”.

**WHEREAS**:

1. Provider is in possession of certain material and Recipient is interested in the use of this material for the purpose of executing the Research Plan;
2. Provider is willing to provide Recipient with the Material on the terms and conditions as set out in this material transfer agreement.

**Therefore, it is agreed as follows:**

# DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

## Agreement shall mean this material transfer agreement including any Schedules;

## Commercial Purposes shall mean the sale, lease, license, or transfer under any

## (other) title of the Material or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer under any (other) title of the Material or Modifications to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.

Material: shall mean Biological Materials: one or more of the following mouse strain(s):

 Please select the desired strain(s)

EM:06078 Fcgr2b Fcgr2bB6null B6(Cg)-Fcgr2btm12Sjv/Cnbc EM:01744 Fcgr1 CD64 (Balb/C) 376 C.129P2-Fcgr1tm1Sjv/Cnrm

EM:02540 Fcgr1 CD64 KO on C57Bl6 STOCK Fcgr1tm1Sjv/Cnrm

EM:01746 Fcgr1, Fcgr3 CD64 CD16 (Balb/C) 566 C.129P2-Fcgr1tm1Sjv Fcgr3tm1Sjv/Cnrm

EM:06078 Fcgr2b Fcgr2bB6null B6(Cg)-Fcgr2btm12Sjv/Cnbc

EM:01745 Fcgr3 CD16 (Balb/C) 193 C.129P2-Fcgr3tm1Sjv/Cnrm

EM:04666 Fcamr (4D6) C57BL/6-Fcamrtm1Sjv/Cnbc

EM:04667 Fcamr (4D6)- Null STOCK Fcamrtm1.2Sjv/Cnbc

EM:04668 Fcamr (4D6)- Floxed STOCK Fcamrtm1.1Sjv/Cnbc

EM:04499 C57BL/6-Tg(CD19-cre/ERT2)1Sjv/CnbcEM06078 B6.FcgRIIb-/- mice

## In addition, Material also means Progeny and Unmodified Derivatives. The Material shall not include: (a) Modifications or (b) other substances created by the Recipient through the use of the Material which are neither Progeny nor Unmodified Derivatives.

## Modifications shall mean substances created by the Recipient which contain or incorporate the Material, such as monoclonal antibodies secreted by a hybridoma cell line.

Nonprofit Organization(s) shall mean a university or other institution of higher education or other research institute.

## Progeny shall mean unmodified descendant from the Material, such as virus to virus, cell from cell, or organism to organism.

## Provider Scientist Dhr. prof.dr.ir. S.M. van der Maarel, Leiden University Medical Center, kamerzone:T-04-003, post zone S-04-P, P.O. Box 9600, 2300 RC Leiden.

## Recipient Scientist [please enter details]

Research Plan shall mean The Biological Materials will be used only [please enter details] ("the Research").

Unmodified Derivatives shall mean substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Material. Some examples include: subclones of unmodified cell lines, purified or fractioned subsets of the Material, proteins expressed by DNA/RNA supplied by the Provider.

# CONSIDERATION

## Recipient shall pay the European Mouse Mutant Archive a transmittal fee to reimburse for the preparation and distribution of the Material.

# OWNERSHIP

## The Provider retains ownership of the Material.

## The Recipient retains ownership of: (a) Modifications and (b) those substances created through the use of the Material or Modifications, but which are neither Progeny nor Unmodified Derivatives. If either (a) or (b) results from the collaborative efforts of the Provider and the Recipient, joint ownership will be negotiated.

## The Recipient is free to file patent application(s) claiming inventions made by the Recipient through the Research Plan but agrees to notify the Provider upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Material.

# USE

## The Recipient and the Recipient Scientist agree that the Material:

1. is to be used solely for the purpose of executing the Research Plan;
2. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;
3. is to be used only at the Recipient organization and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision; and
4. will not be transferred to anyone else within the Recipient organization without the prior written consent of the Provider.
	1. The Recipient and the Recipient Scientist agree to refer to the Provider any request for the Material from anyone other than those persons working under the Recipient Scientist's direct supervision.
	2. The Recipient and/or the Recipient Scientist shall have the right, without restriction, to distribute substances, created by the Recipient through the use of the Material provided those substances are not Progeny, Unmodified Derivatives, or Modifications.
	3. Without written consent from the Provider, the Recipient and/or the Recipient Scientist may not make available Modifications for Commercial Purposes. It is recognized by the Recipient that making available Modifications for Commercial Purposes may require a commercial license from the Provider and that the Provider has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the Modifications. Nothing in this article 4.4 however, shall prevent the Recipient from granting commercial licenses under the Recipient's intellectual property rights claiming such Modifications, or methods of their manufacture or their use.
	4. If the Recipient desires to use or license the Material or Modifications for Commercial Purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a commercial license. It is understood by the Recipient that the Provider shall have no obligation to grant such a license to the Recipient, but may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others.
	5. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations, including public health service and national institutes of health regulations and guidelines.
5. **RESULTS**
	1. At the written request of Provider, or upon termination of this Agreement, whichever is earliest, a report shall be provided to Provider of the results generated hereunder in carrying out the Research Plan.
	2. Provider shall hold in confidence any portions of the report mentioned in article 5.1 above which the Recipient declares to be confidential, such confidentiality to expire in the event of publication of the results included in such report.
	3. Provider shall be entitled to a royalty-free license to use all or any of the results included in the report mentioned in article 5.1 for internal research and teaching purposes only. For the avoidance of doubt, ownership of the copyright vested in said report shall remain with Recipient.
6. **REPRESENTATIONS, WARRANTIES AND LIABILITIES**
	1. Any Material delivered pursuant to this Agreement is supplied “as is” and is understood to be experimental in nature and may have hazardous properties. The Recipient acknowledges that the Material is or may be the subject of a patent application. Provider makes no representations and extends no warranties of any kind, either expressed or implied, in relation to the Material or Modifications, the uses to which it may be put or its suitability for any particular purpose. No express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider, other than those provided for in this Agreement. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of the Provider for Commercial Purposes. There are no express or implied warranties that the use of the Material will not infringe any patent, copyright, trademark, or other rights of any third party. Recipient hereby acknowledges that is has satisfied itself in relation to the foregoing matters.
	2. To the extent permitted by Dutch law, Provider shall in no event be liable for any direct/indirect/consequential loss, damage, claim, demand and/or expense – of whatever nature – whether arising by way of a third party claim or otherwise – resulting from or in connection with the use, storage or disposal of the Material or any Modification by Recipient except to the extent that any such claims are due to the gross negligence or willful misconduct of the Provider.
	3. Recipient represents and warrants to have full authority to execute this Agreement and to fulfill its obligations herein, including but not limited to, if applicable, any permits for the use and storage of the Material
7. **PUBLICATION**
	1. This Agreement shall not prevent or delay publication of any research findings resulting from the Research Plan.
	2. Recipient Scientist agrees to acknowledge the source of the Materials in all publications, unless requested otherwise by Provider.
8. **TERM AND TERMINATION**
	1. This Agreement enters into force on the day of signing of this Agreement.
	2. Upon mutual written agreement between the Parties;
	3. This Agreement will terminate upon completion of the Research Plan.
	4. Either party may terminate this Agreement for any reason with thirty (30) days’ notice to the other party.
	5. This Agreement may be terminated earlier with immediate effect by each Party on written notice in the event:
9. Of a material breach of the other Party under this Agreement and that Party has failed to remedy that breach (if capable of remedy) within thirty (30) days of being given written notice thereof;
10. That the other Party is involved in any legal proceedings concerning its insolvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts;
11. Of an imminent health risk or patent infringement caused by or in direct connection with the Material.
	1. Upon termination of this Agreement, the Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material. The Recipient will, at its discretion, also either destroy the Modifications or remain bound by the terms of this Agreement as they apply to Modifications.
	2. Articles 3 (ownership), 5.2 and 5.3 (results), 6 (representations, warranties and liabilities), 7 (publication), 8.4 (survival clause) and 11 (governing law and jurisdiction) shall survive expiry/termination of this Agreement.
12. **NON-ASSIGNMENT**

 No Party may assign or transfer their rights and obligations under this Agreement, in whole or in part, in any way, to a third party without the prior written consent of the other Party.

1. **MISCELLANEOUS**
	1. A waiver by any Party of a breach or default of another Party under any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions. Nor shall any delay or omission on the part of any Party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement, operate as a waiver of any breach or default by another Party.
	2. This Agreement may not be rescinded [*(in rechte) ontbonden*], in whole or in part, by any Party to this Agreement.
	3. This Agreement contains the entire agreement of the Parties in relation to its subject matter.
	Any Schedules to this Agreement shall form a part thereof. This Agreement may only be amended or supplemented in writing, by way of a document signed by (the authorised representatives of) all Parties.
	4. If part of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which, given the contents and purpose of this Agreement, is, to the greatest extent possible, similar to that of the invalid or non-binding part.

11. **GOVERNING LAW AND JURISDICTION**

11.1. This Agreement shall be governed by Dutch law, excluding its conflict of law provisions.

11.2. Any disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, shall be resolved exclusively by the competent courts in The Hague, the Netherlands.

**Provider Recipient**

**Leiden University Medical Center**

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Name: Myra Behrendt Name:

Title: Managing Director Division 4 LUMC Title:

Date: Date:

**For acknowledgement:**

**Recipient Scientist**

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Name:

Title:

Date: