



Signing and sending of the agreement

Thank you for your interest in University of Oulu's mice.

Please notice that you can execute the Material Transfer Agreement for Dissemination of EMMA MUTANT MOUSE ("MTA") by electronic signatures, PDF (a scanned or digitized image of a handwritten signature) or in writing.

Electronic signatures

If you wish to sign electronically, please send the email address, mobile phone number, name and title of your organization's authorized representative(s) by email to innovationcentre@oulu.fi. Thereafter, we will send to the authorized representative(s) a request to sign the MTA electronically via our electronic signature system UniOuluSign.

(Utilizing of some other electronic signature system may be possible if such system allows all the signatures of both parties' authorized representatives being gathered simultaneously, i.e. the request to sign was sent to all signatories at the same time so that merging MTA documents is not necessary afterwards.)

Scanning / signatures in PDF format

In case you prefer PDF format, please send the signed and scanned MTA (a scanned or digitized image of a handwritten signature) by email to innovationcentre@oulu.fi.

Signatures in writing

You may send the MTA by mail as well.

If you wish to sign the MTA with original handwritten signatures and send the MTA by mail, please send the MTA to:

**University of Oulu / Biocenter Oulu,
Transgenic and Tissue Phenotyping Core Facility,
P.O. Box 5000,
90014 University of Oulu, Finland**

More information

If you have any questions related to the MTA, please send email to innovationcentre@oulu.fi.

University of Oulu
Oulun yliopisto

P.O.Box 8000
FI-90014 University of Oulu

university.of.oulu @ oulu.fi
T +358 294 48 0000
fax +358 8 344 064

www.oulu.fi

**Material Transfer Agreement for Dissemination of EMMA MUTANT MOUSE
For Non-Commercial Purposes only**

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

- (1) University of Oulu / Biocenter Oulu, Transgenic and Tissue Phenotyping Core Facility, P.O. Box 5000, 90014 University of Oulu, Finland ("Mouse Provider") acting also on behalf of its principal scientist/s as defined in the Annex ("Provider Scientist/s") 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 the 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, including but not limited to homologous recombination products, cassette exchange products, cell fusions, crosses, germ line transmission products, breeding varieties & subcloning products.

1.3 "Commercial" means the sale, lease, license, 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 Provider shall permit EMMA Repository to release to the Recipient the Material identified in the Annex (and in such amounts identified therein). The Recipient shall itself, and ensure that Staff shall, hold all Material subject to the terms herein.

2.2 The Recipient shall itself, and ensure 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 Provider. The Recipient (i) shall register the alleles carried by mice with a new mutation engineered from/with the Material with Mouse Genome Informatics (MGI) and (ii) is requested to submit breeding pairs to a public repository such as the European Mouse Mutant Archive (EMMA) or a similar repository of the Recipient's choice for cryopreservation and distribution to third parties for non-Commercial purposes, using either this MTA or a material transfer agreement with similar terms to this MTA.

2.4 All Material supplied pursuant to Section 2.1 is supplied Ex Works (EXW Incoterms 2000) from EMMA Repository. Subject to the terms of this MTA, risk in the physical Material shall pass to the Recipient upon its or its agent's collection of the Material from EMMA Repository. Recipient is responsible for arranging itself for the import of the Material to its jurisdiction and facility and obtaining all import and export clearances and licenses.

2.5 Recipient shall pay a handling fee and shipping costs as agreed between EMMA Repository and the Recipient.

2.6 Recipient shall, subject to 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 purposes and only by the Recipient and Staff. The Recipient may release Modifications to non-profit organisations for non-Commercial use provided that the Recipient obtains prior written consent of the Mouse Provider for the release. Please send your request to release Modifications by email to innovationcentre@oulu.fi.

3. Intellectual Property

3.1 All intellectual property rights, results, data and discoveries arising out of the Recipient's and/or Staff's use of the Material shall belong to the Recipient save that, notwithstanding Section 2.4, the Mouse Provider retains sole ownership of any intellectual property rights in the form of the Materials. The Recipient shall acknowledge that EMMA Repository as the source of the Material in any publication.

3.2 If the Recipient or Staff create, own, benefit from or acquire any 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 MTA (together, "IPR") the Recipient shall, to the extent it is legally able to do so, grant to the Mouse Provider a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the purposes and to allow Mouse Provider to continue to distribute the Material and applicable Modifications to third parties for non-Commercial research and teaching purposes.

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, including but not limited to as to fitness for purpose or non-infringement of third-party rights. Recipient agrees that any and all liability of Mouse Provider 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 its (i) or its Staff's use, storage or disposal of the Material or Modifications or (ii) as between Recipient and Mouse 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 MTA shall be governed by and construed according to the laws of Finland, excluding its choice of law provisions. Any dispute arising out of or in connection with the MTA, which cannot be solved amicably through negotiations, shall be resolved at the District Court of Oulu in English.

5.2 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 If any special conditions are set out in the Annex they shall apply to this MTA. This MTA 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.

[the signatures page to follow]

Signatures

Both parties shall receive a fully executed copy of this MTA. The MTA may also be executed in electronic form so that both parties deliver their copy in PDF format or by using the same electronic signature system (e.g. UniOuluSign). When signed this way the MTA shall have the same force and effect as an agreement with original handwritten signatures for the purposes of validity, enforceability and admissibility.

Both parties affirm that the MTA has been signed by their duly authorised representatives*. In case you prefer PDF format, please send the signed MTA by email to innovationcentre@oulu.fi.

(*) Authorised representative is a person who has the power to sign on behalf of Recipient organisation / University. Authorised representative is often the Director of Technology Transfer Office or Head of Faculty / Department.

Recipient

name and title:

name and title:

Mouse Provider

name and title:

name and title:

ANNEX

Recipient institution's legal name and place of business ("Recipient"):

[Please enter here the details of the institution where the mice will be used]

Recipient principal scientist's name, full address, telephone number and e-mail ("Researcher/s"):

[Please enter here the details of the head of the lab where the mice will be used – add an institution's e-mail address]

Recipient authorized official's name, full address, telephone number and e-mail:

[Please enter here the details of the person who signed the contract]

Description of Material:

[Please use this specific language but change the gene symbol and the request ID as appropriate for your request: "Mice or frozen material derived from a colony containing mutants for the gene [gene symbol]. Request ID: [###]."]

Aims of the intended experiments:

Provider Scientist's / Scientists' name/s:

[Please enter here the details on Infrafrontier strain description]