Amendment No. 4

To the Cooperation Agreement concerning the European Mouse Mutant Archive - EMMA
Concluded as of November 1st 2007 and amended by Amendment No. 1 effective from June 1st 2009, Amendment No. 2 effective from January 1st, 2010 and Amendment No. 3 effective from August 1st, 2012 **("Original Cooperation Agreement")**

This Amendment No. 4 is made between:

(1) **Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare** (hereinafter referred to as ´CNR-IBBC´), whose registered office is at Via Ramarini 32, 00016 Monterotondo Scalo, Italy;

(2) **Biomedical Sciences Research Center Alexander Fleming** (hereinafter referred to as ´BSRC´), whose registered office is at 34 Fleming Street, 16672 Vari, Greece;

(3) **Centre National de la Recherche Scientifique** (hereinafter referred to as ´CNRS´), whose registered office is at 3 rue Michel Ange 75794 Paris Cedex 16, France, represented by its General Director, [redacted], who has delegated [redacted], Regional Delegate, 3E, Avenue de la recherche scientifique, 45071 Orléans cedex 2, France, to act on his behalf for the purposes of this Agreement, acting in its own name and on behalf of the Typage et archivage d`animaux modèles (hereinafter referred to as ´CNRS-TAAM´);

(4) **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P. (hereinafter referred to as 'CSIC')**, with institutional headquarters at c/ Serrano 117 – 28006 MADRID, and with NIF Q2818002D, a public research body represented for the signature of this document by [redacted], President of CSIC, acting in accordance with the RD 993/2017, of 17 November, in exercise of the powers conferred by article 11.2, letters e) and i) of the Statute of CSIC, approved by RD 1730/2007, of December 21;

(5) The **EUROPEAN MOLECULAR BIOLOGY LABORATORY ("EMBL")**, an intergovernmental institution established by treaty, headquartered at Meyerhofstr. 1, 69117 Heidelberg, Germany acting through its UK site the **European Bioinformatics Institute ("EMBL-EBI")**, located on the Wellcome Genome Campus in Hinxton, Cambridgeshire CB10 1SD, UK;

(6) **Fundação Calouste Gulbenkian** (hereinafter referred to as ´FCG´), whose registered office is at Av. de Berna 45A, 1067-001 Lisboa, Portugal, acting on behalf of their Instituto Gulbenkian de Ciência (hereinafter referred to as ´FCG-IGC´), Oeiras, Portugal;

(7) **Genome Research Limited** (otherwise referred to as Wellcome Sanger Institute or ´WSI´), a registered charity, with charity number 1021457, whose registered office is at the Gibbs Building, 215 Euston Road, London NW1 2BE, UK;

(8) **GIE-Centre Européen de Recherche en Biologie et en Médecine / Institut Clinique de la Souris** (hereinafter referred to as ´GIE-CERBM/ICS´), whose registered office is at 1 rue Laurent Fries, BP 10142, 67404 ILLKIRCH Cedex, France;

(9) **Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)** (hereinafter referred to as ´HMGU´), whose registered office is at Ingolstädter Landstraße 1, 85764 Neuherberg, Germany;

(10) **Institute of Molecular Genetics of the Czech Academy of Sciences** (hereinafter referred to as ´IMG´), whose registered office is at Vídeňská 1083, 14220 Prague 4, Czech Republic;

(11) **Karolinska Institutet** (hereinafter referred to as ´KI´), whose registered office is at Nobels Väg 5, 17177 Stockholm, Sweden;

(12) **Medical Research Council**, as part of **UNITED KINGDOM RESEARCH AND INNOVATION** (hereinafter referred to as ´UKRI´ or ´MRC´) a body corporate pursuant to section 91 of the Higher Education and Research Act 2017 whose address is Polaris House, North Star Avenue, Swindon, SN2 1FL, United Kingdom, representing its Frozen Embryo and Sperm Archive located at the Medical Research Council Harwell Institute ('MRC Harwell'), Harwell Campus, Oxfordshire OX11 0RD, United Kingdom;

(13) **OULUN YLIOPISTO** (hereinafter referred to as ´UOULU´), whose registered office is at Pentti Kaiterankatu 1, 90570 Oulu, Finland

(14) **Stichting Het Nederlands Kanker Instituut – Antoni Van Leeuwenhoek Ziekenhuis** (hereinafter referred to as `NKI´), whose registered office is at at Plesmanlaan 121, 1066CX Amsterdam, The Netherlands

(15) **Tel Aviv University** (hereinafter referred to as `TAU´), with registered offices located at Ramat Aviv, P.O. ox 39040, IL-69978 Tel Aviv, Israel

(16) **Veterinärmedizinische Universität Wien** (hereinafter referred to as ´Vetmeduni Vienna´), whose registered office is at Veterinärplatz 1, 1210 Vienna, Austria;

And

(17) **INFRAFRONTIER GmbH** (hereinafter referred to as `INFRAFRONTIER´) whose registered office is at Ingolstädter Landstraße 1, 85764 Neuherberg, Germany

- hereinafter also referred to individually or collectively as a "Partner" or "Partners", respectively.

Preamble

A. The Partners have been working together to combine their respective non-profit repositories of mouse mutant strains. These combined repositories are known under the name of "The European Mouse Mutant Archive – EMMA". The Partners have formalised their working relationships in respect of management, operation and future development of these combined repositories and have concluded the Original Cooperation Agreement.

B. The Partners now wish further to amend the Cooperation Agreement in order to: (i) add UKRI (in place of the Medical Research Council) and INFRAFRONTIER as parties to the Cooperation Agreement; (ii) change Annex C (Conditions for Transfer of Mice from EMMA) in a manner, that third parties requesting mouse strains allow the sharing of certain information amongst the EMMA Partners; and (iii) clarify under which conditions [redacted] Mice (as defined below) can be distributed via the EMMA platform.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

Section 1: Definitions

The Partners agree that in addition to the existing definitions in the Cooperation Agreement the following definitions shall apply and shall be added in the appropriate order to Section 1 of the Cooperation Agreement:

[redacted]

[redacted]

Section 2: Accession of INFRAFRONTIER as well as of UKRI

2.1 Accession of INFRAFRONTIER. The Parties agree that as of effectiveness of this Amendment No. 4 INFRAFRONTIER shall be a Partner to the Cooperation Agreement. INFRAFRONTIER agrees to comply with the terms of the Cooperation Agreement to the extent applicable to INFRAFRONTIER. INFRAFRONTIER's role shall be to establish and operate a distributed research infrastructure for the generation, phenotyping, archiving and distribution of model mammalian genomes, called "INFRAFRONTIER Research Infrastructure".

2.2 Accession of UKRI.
2.2.1 The Partners acknowledge that, by virtue of a property transfer scheme made by the Secretary of State in accordance with the provisions of Schedule 10 to the Higher Education and Research Act 2017, all rights, benefits, obligations and liabilities of Medical Research Council arising out of or in connection with MRC Harwell and the Original Cooperation Agreement were (in each case) transferred to UKRI on the 1st April 2018.
2.2.2 The Partners agree that as of the Amendment No. 4 Effective Date, UKRI shall be deemed to have become a Partner to the Cooperation Agreement in place of the Medical Research Council on the 1st April 2018.

Section 3: [redacted]

3.2 New section 6.a: Payments and Reporting [redacted]

[redacted]

(bb) [redacted].

(iv) [redacted]

(c) Reporting

[redacted]

(d) Payment Plan

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

(iv) [redacted]

(e) Invoicing

HMGU shall invoice all payments fulfilling the invoice requirements according to applicable law. Payments shall be made within 14 days beginning from invoicing date in order to enable HMGU to fulfill the royalty obligations to licensor.

With respect to VAT the Further Partners acknowledge the following:

(i) Concerning invoices within Germany: German Partner shall pay to HMGU the applicable VAT.

(ii) Concerning invoices outside of Germany, but within the European Union, the following shall apply:
Reverse charge – according to Articles 194, 196 of Council Directive 2006/112/EEC, VAT liability rests with the service recipient – non domestic (Germany) taxable service.

(iii) Concerning invoices outside of the European Union the following shall apply: No taxable service in Germany.

(f) Auditing

[redacted]

(g) Late Payments

Any payments by Further Partners that are not paid to HMGU on or before the date such payments are due under this Agreement shall bear interest at two (2) percentage points above the greater of (i) Deposit Facility Rate of interest as reported by European Central Bank on the date payment is due, and (ii) zero (0), compounded during such full or partial period of nonpayment, but not to exceed the maximum interest permitted by law. Any such overdue payment when made shall be accompanied by all interest so accrued.
Furthermore, the Partners agree that in case of late payment of a Further Partner of more than 30 days, the [redacted] Mice of such Further Partner will be unlisted for distribution on the EMMA platform until complete payment by such Further Partner will be made.

(h) Regular revision of this Section 6a

[redacted]

Section 3.3 New section 6.b: [redacted]

Section 3.4 New section 6.c: Confidentiality

The following regulation shall be added to the Cooperation Agreement as Section 6.c:

"Section 6.c: Confidentiality

[redacted]

Section 3.5 New section 6.d: Liability and Indemnification [redacted]

[redacted]

Section 3.6: Change of Annex B: LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MOUSE MUTANT STRAINS TO ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´ (attached as Exhibit 4)

In order to enable their compliance with [redacted] the Partners agree to change Annex B of the Cooperation Agreement as is specified in Exhibit 4 to this Amendment No. 4. [redacted]

Section 4: Change of Annex C: LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´ (attached as Exhibit 5)

Due to [redacted] the Partners agree to change Annex C of the Cooperation Agreement as is specified in Exhibit 5 to this Amendment No. 4.

Section 5: Counterparts and Signature

The Partners agree to replace Section 21 of the Cooperation Agreement in its entirety with the following:

"**Section 21: Counterparts and Signature**

This Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Partners agree that execution of this Amendment No. 4 by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Amendment No. 4, each Partner hereby waives any right to raise any defence or waiver based upon execution of this Amendment No. 4 by means of such electronic signatures or maintenance of the executed agreement electronically."

Section 6: MISCELLANEOUS

(a) The Parties agree to negotiate in good faith necessary changes of the Cooperation Agreement once INFRAFRONTIER ERIC is established.

(b) The Partners agree that this Amendment No. 4 shall come into force on the last date of signature and shall thereafter be to have (retroactive) effect as of the Amendment No. 4 Effective Date.

(c) All capitalised terms used herein that are not defined in this Amendment No. 4 shall have the meanings ascribed to them in the Cooperation Agreement.

(d) Except as amended by this Amendment No. 4, all other terms, obligations and conditions of the Original Cooperation Agreement shall remain unchanged and in full force and effect.

(e) This Amendment No. 4 shall be interpreted and applied in accordance with the law and jurisdiction governing the Original Cooperation Agreement.

Exhibits:

Exhibit 1 - Annex D (of Cooperation Agreement) - [redacted]"

Exhibit 2 - Annex E (of Cooperation Agreement) - "[redacted]"

Exhibit 3 - Annex F (of Cooperation Agreement) - "[redacted]"

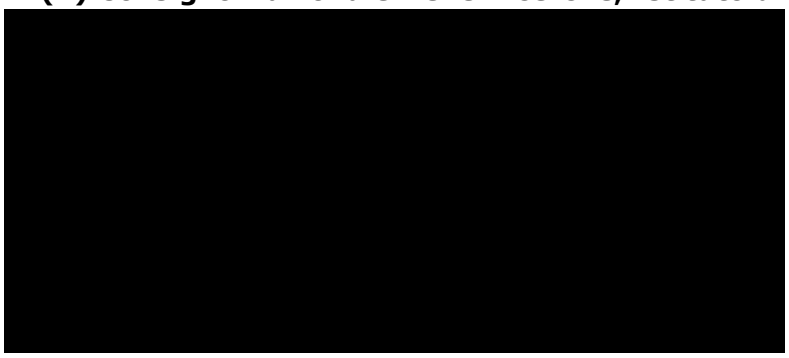
Exhibit 4 - Annex B (of Cooperation Agreement): LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MOUSE MUTANT STRAINS TO ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´

Exhibit 5 - Annex C (of Cooperation Agreement): LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´

Exhibit 6 - Annex G (of Cooperation Agreement) – "UBMTA"

SIGNATURES

(1) Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare



(2) Biomedical Sciences Research Center Alexander Fleming

(3) Centre National de la Recherche Scientifique

[redacted]

[redacted]

(4) AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P. (CSIC)

[redacted]

(5) European Molecular Biology Laboratory

(6) Fundação Calouste Gulbenkian

(7) Genome Research Limited

[redacted]

(8) GIE-Centre Européen de Recherche en Biologie et en Médecine / Institut Clinique de la Souris

(9) Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)

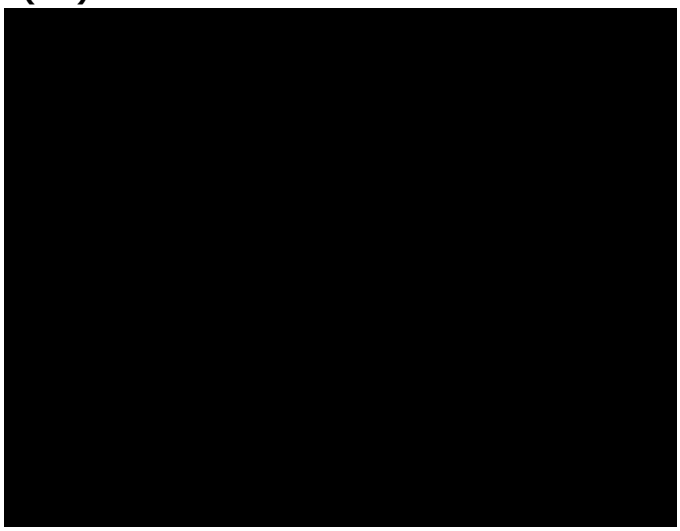
(10) Institute of Molecular Genetics of the Czech Academy of Sciences

(11) Karolinska Institutet

(12) Medical Research Council, as part of **UNITED KINGDOM RESEARCH AND INNOVATION**

[redacted]

(13) OULUN YLIOPISTO



(14) Stichting Het Nederlands Kanker Instituut – Antoni Van Leeuwenhoek Ziekenhuis

[redacted]

(15) Tel Aviv University

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(16) Veterinärmedizinische Universität Wien

(17) INFRAFRONTIER GmbH

[redacted]

Exhibit 1 - **Annex D** (of Cooperation Agreement) - [redacted]

Confidential

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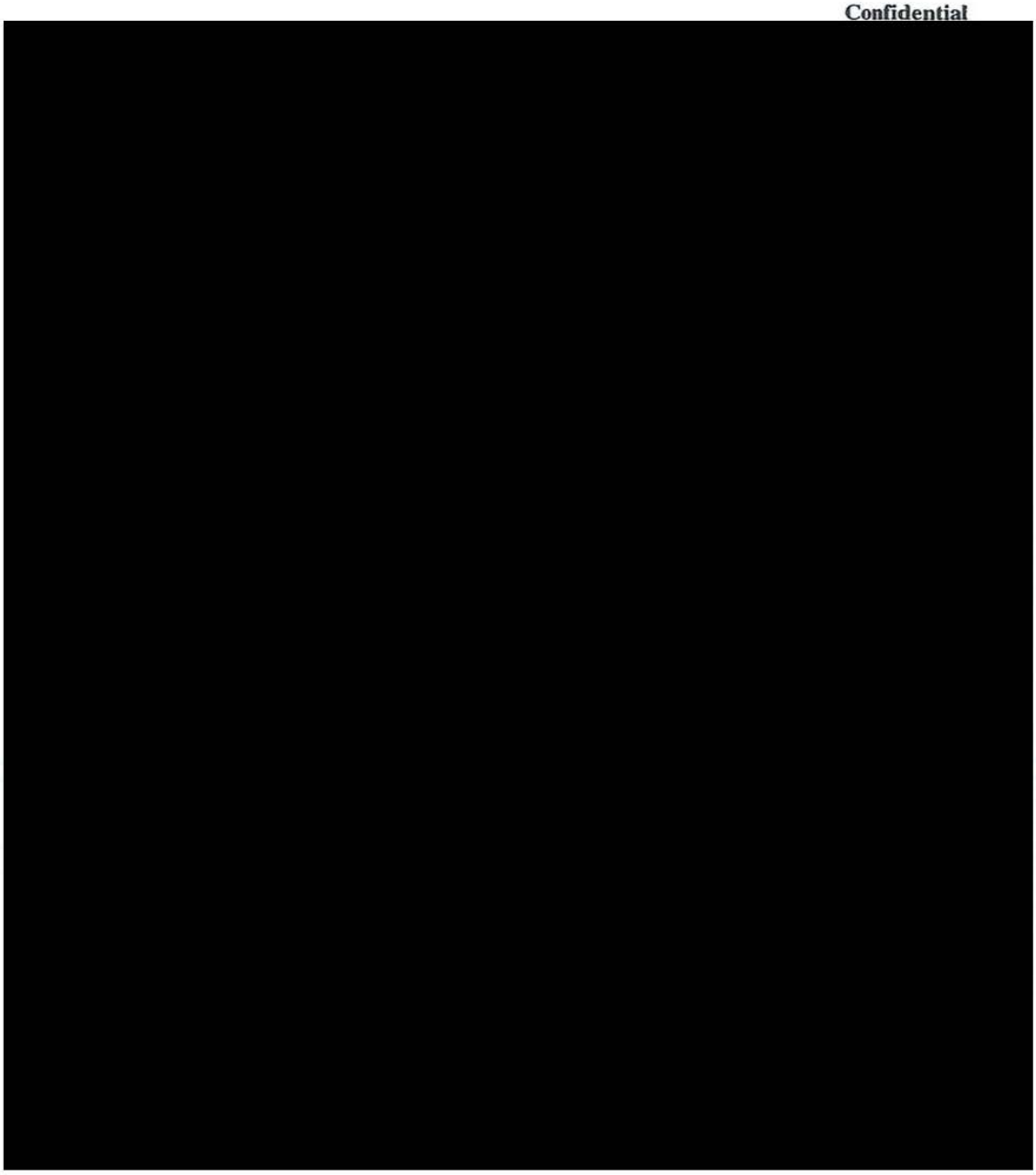

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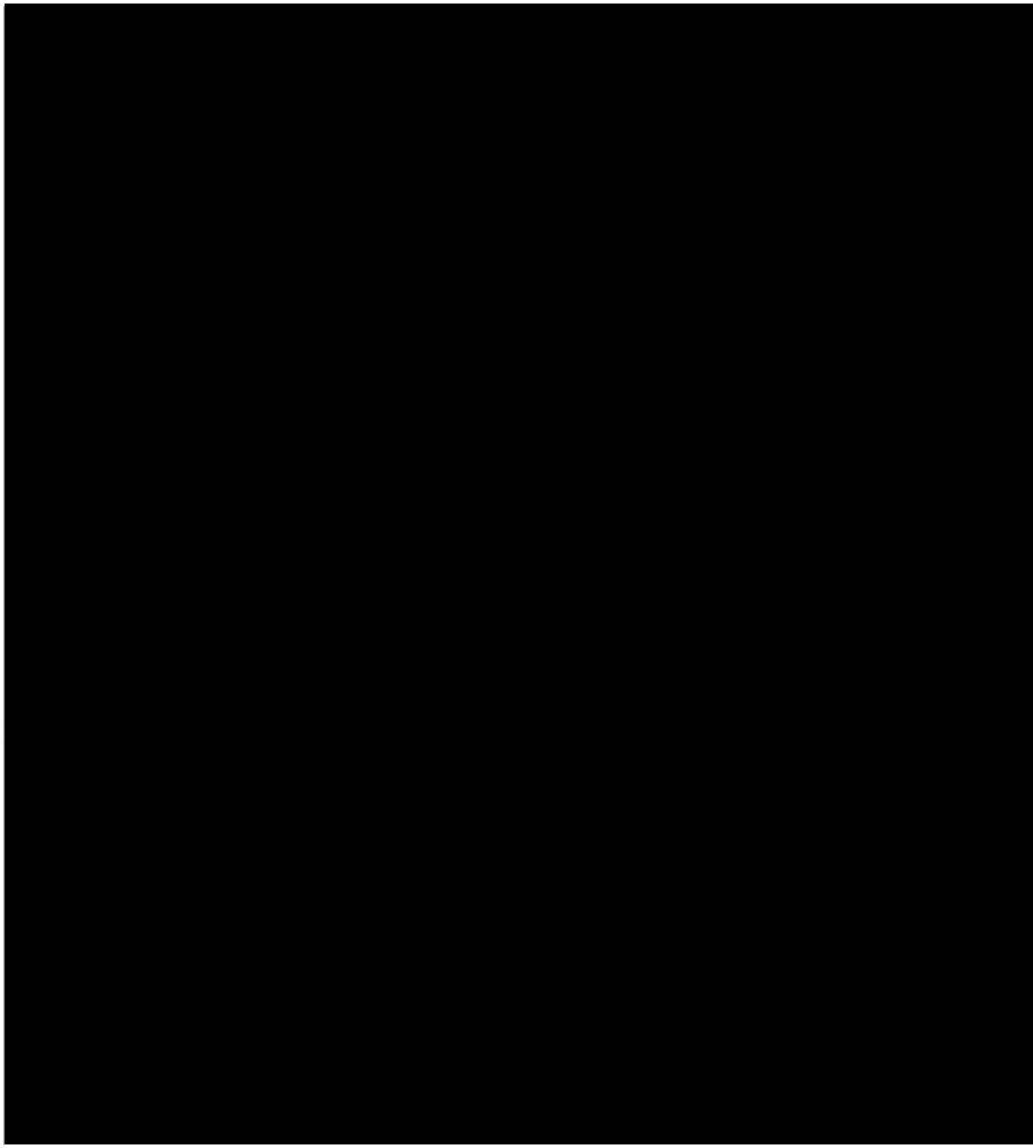

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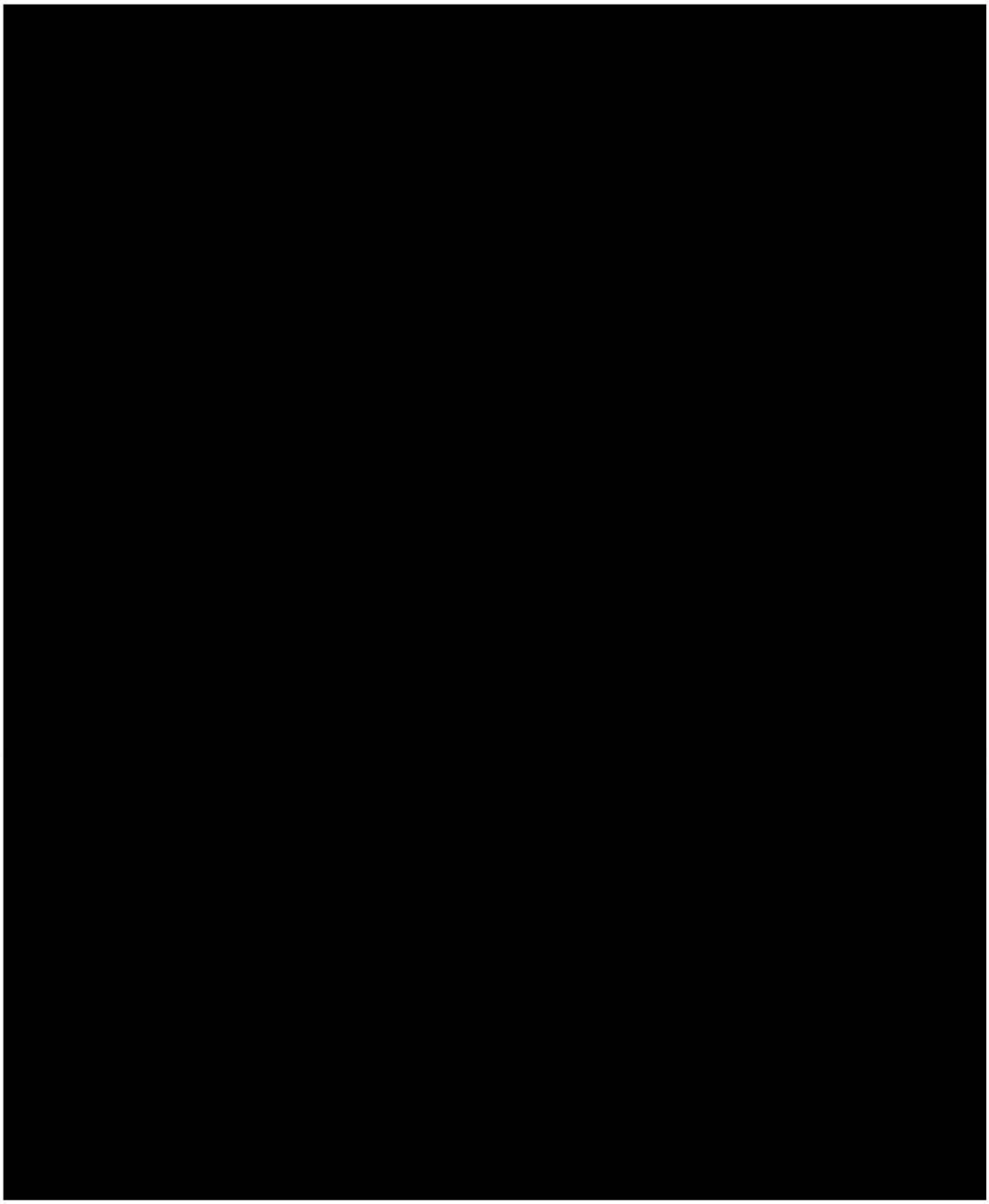

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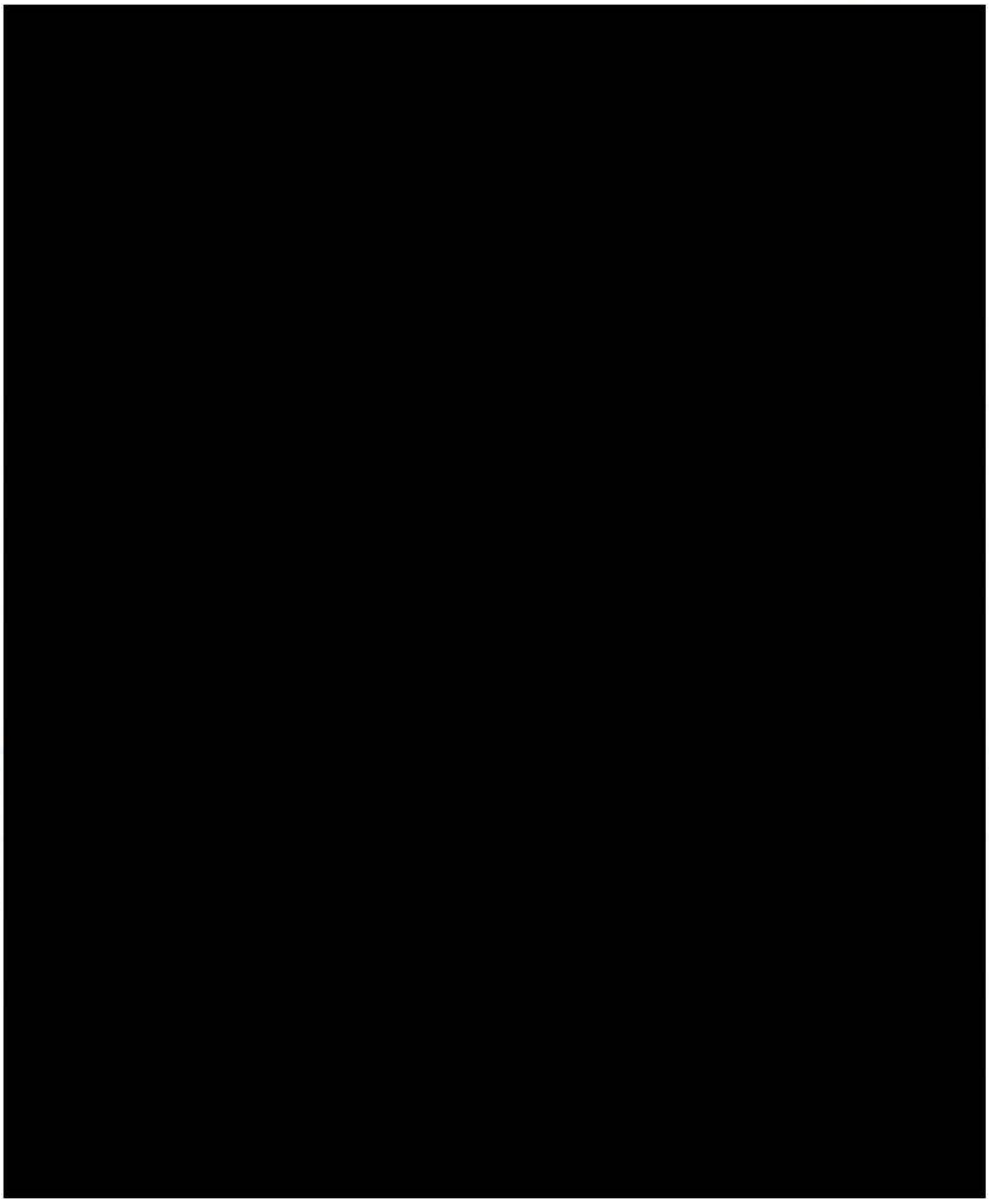

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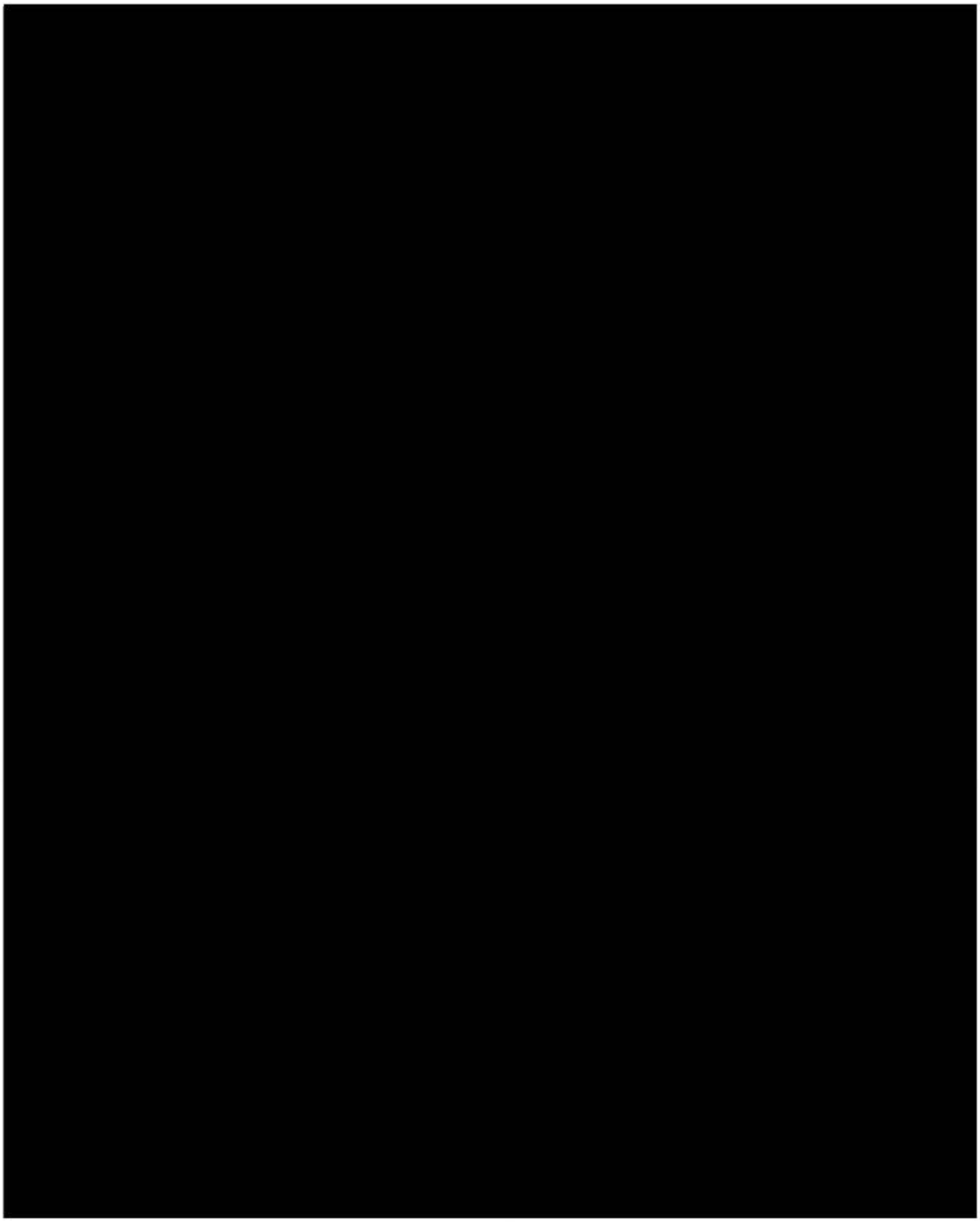

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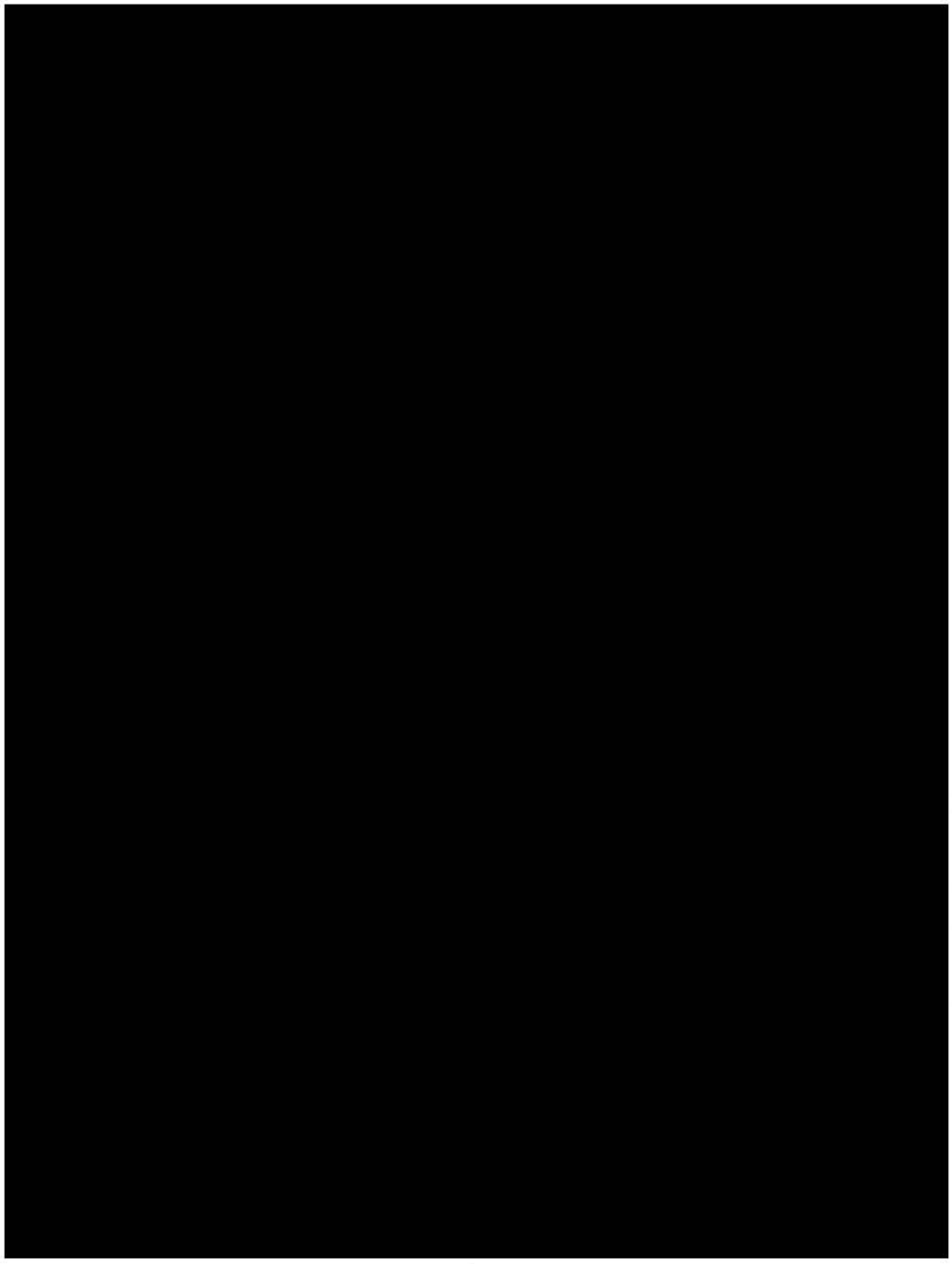

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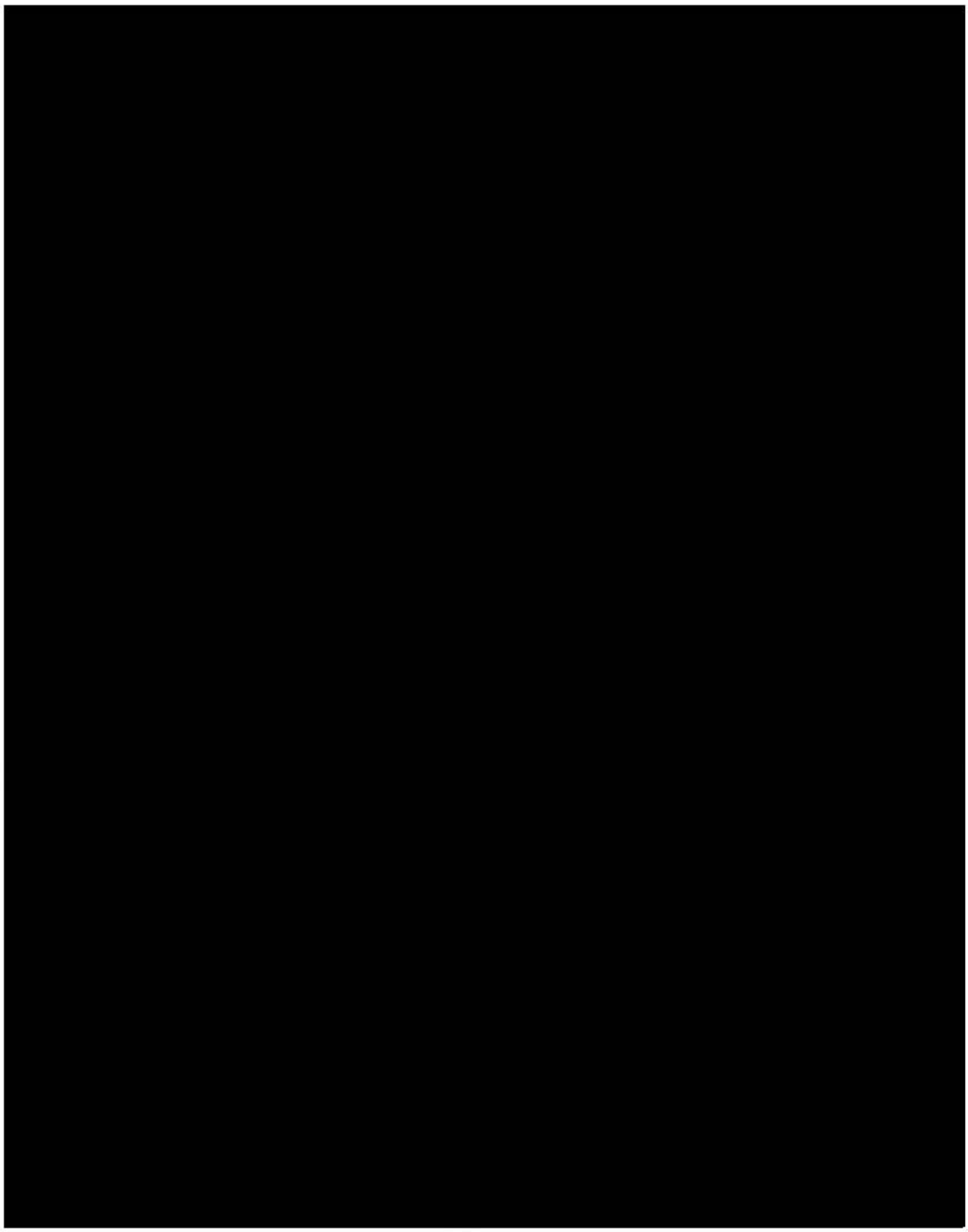

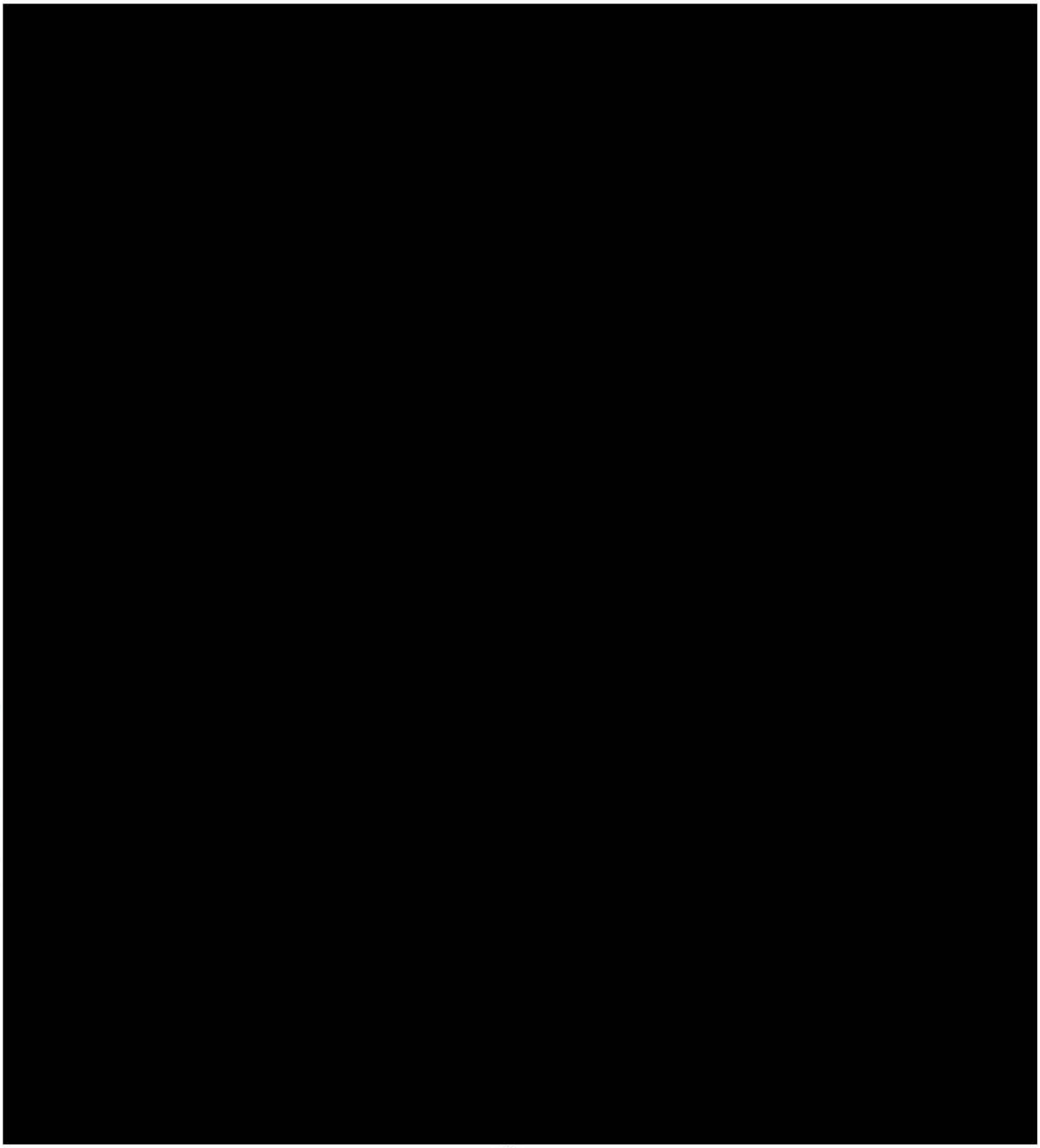

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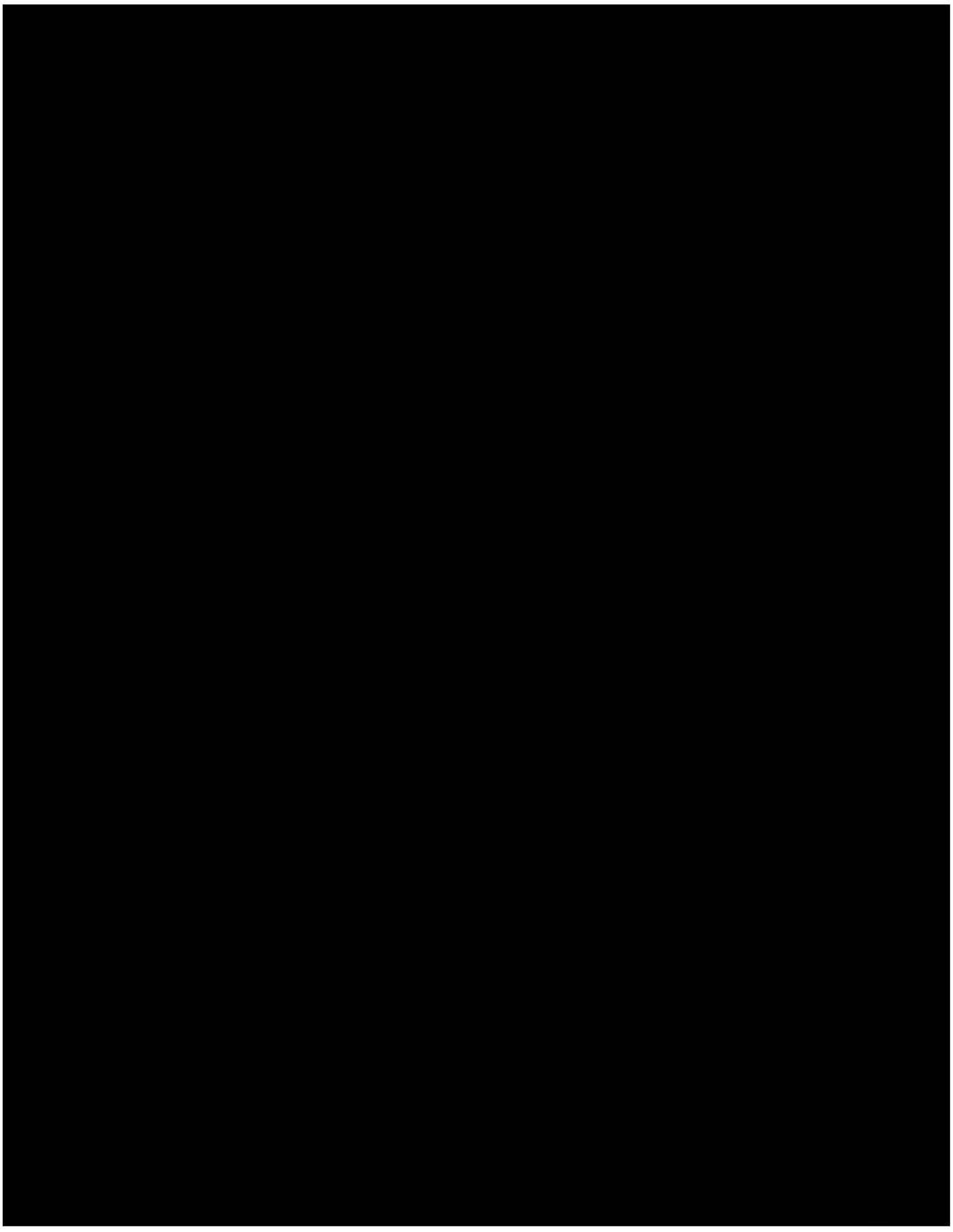

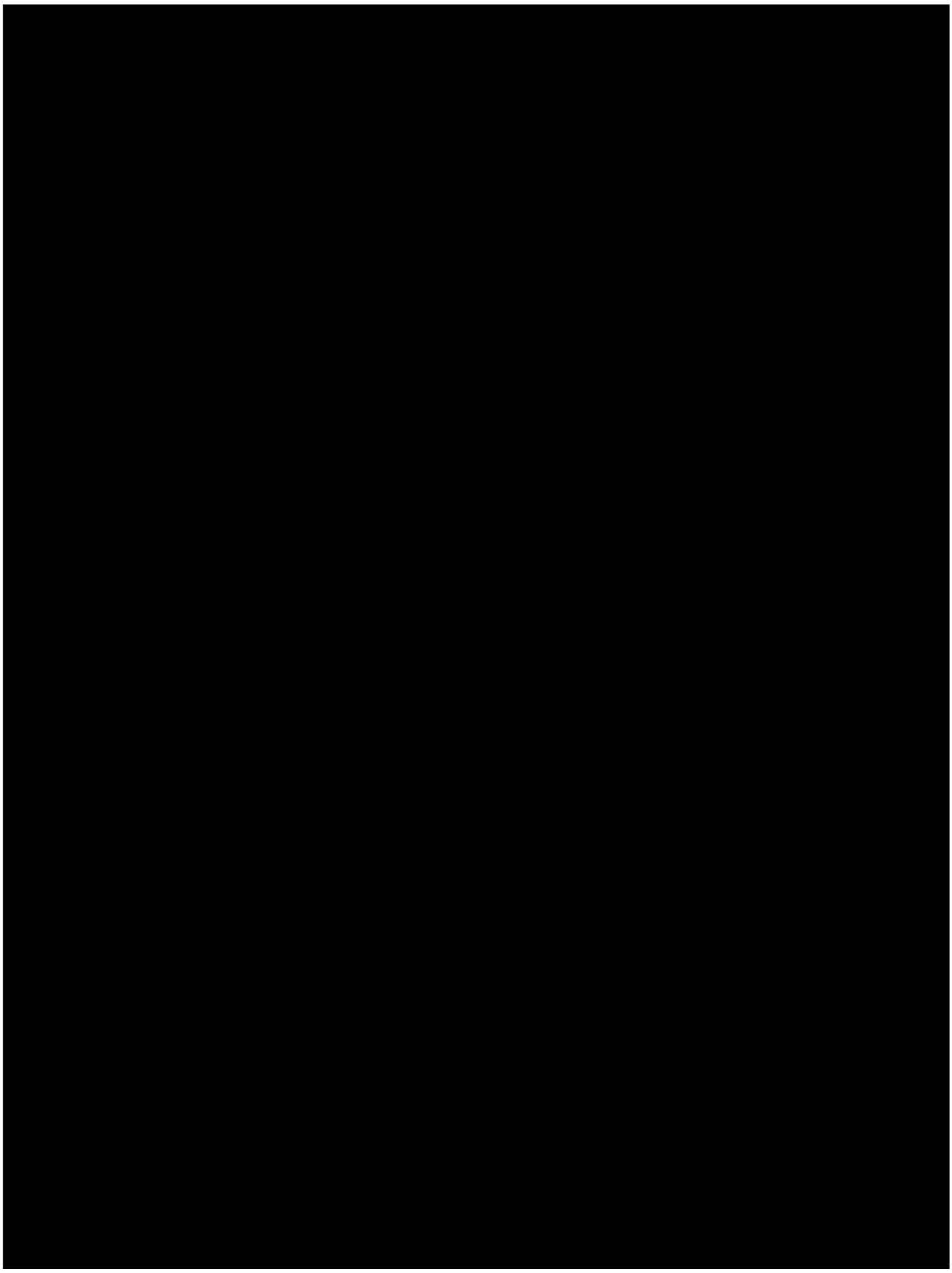

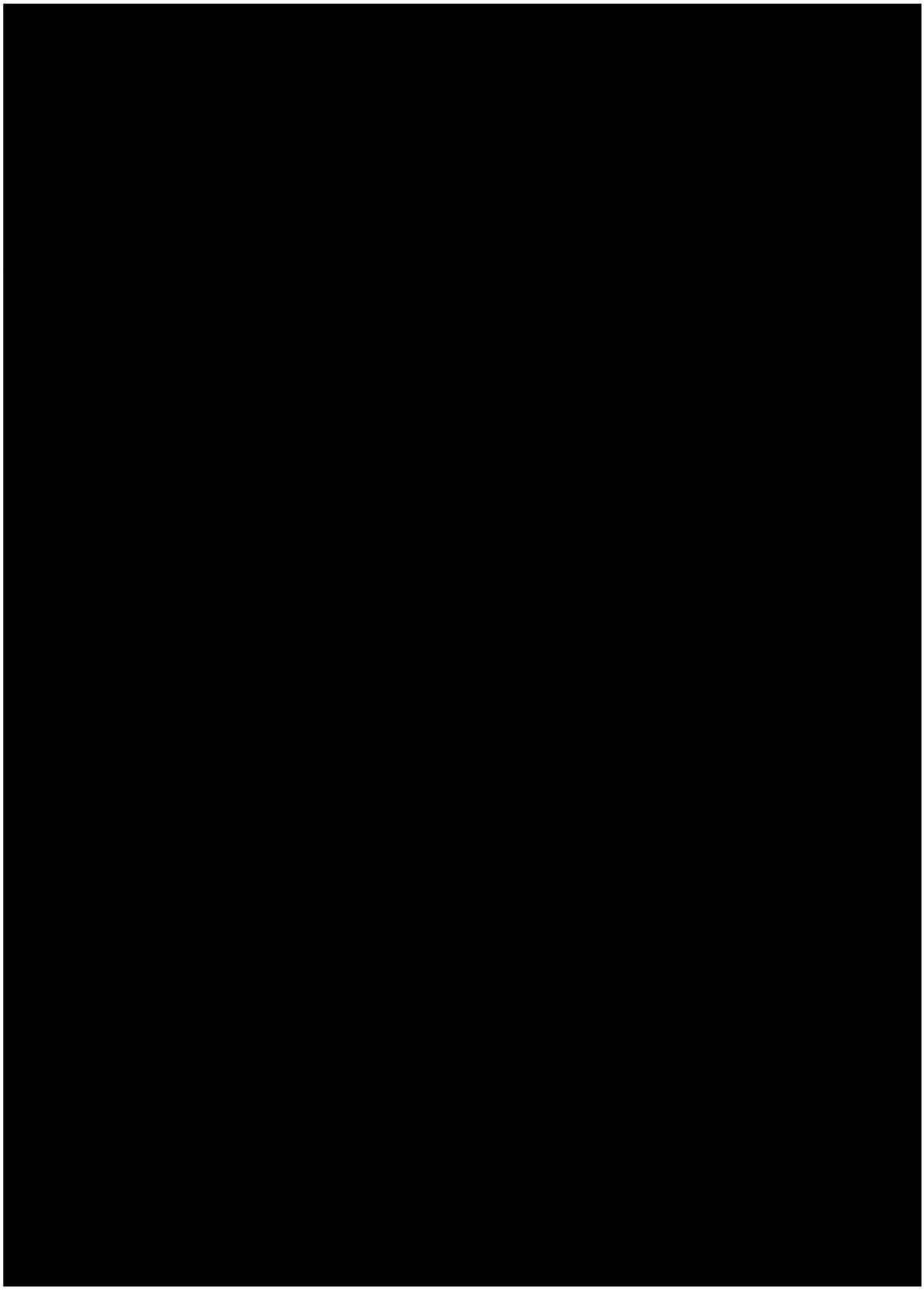

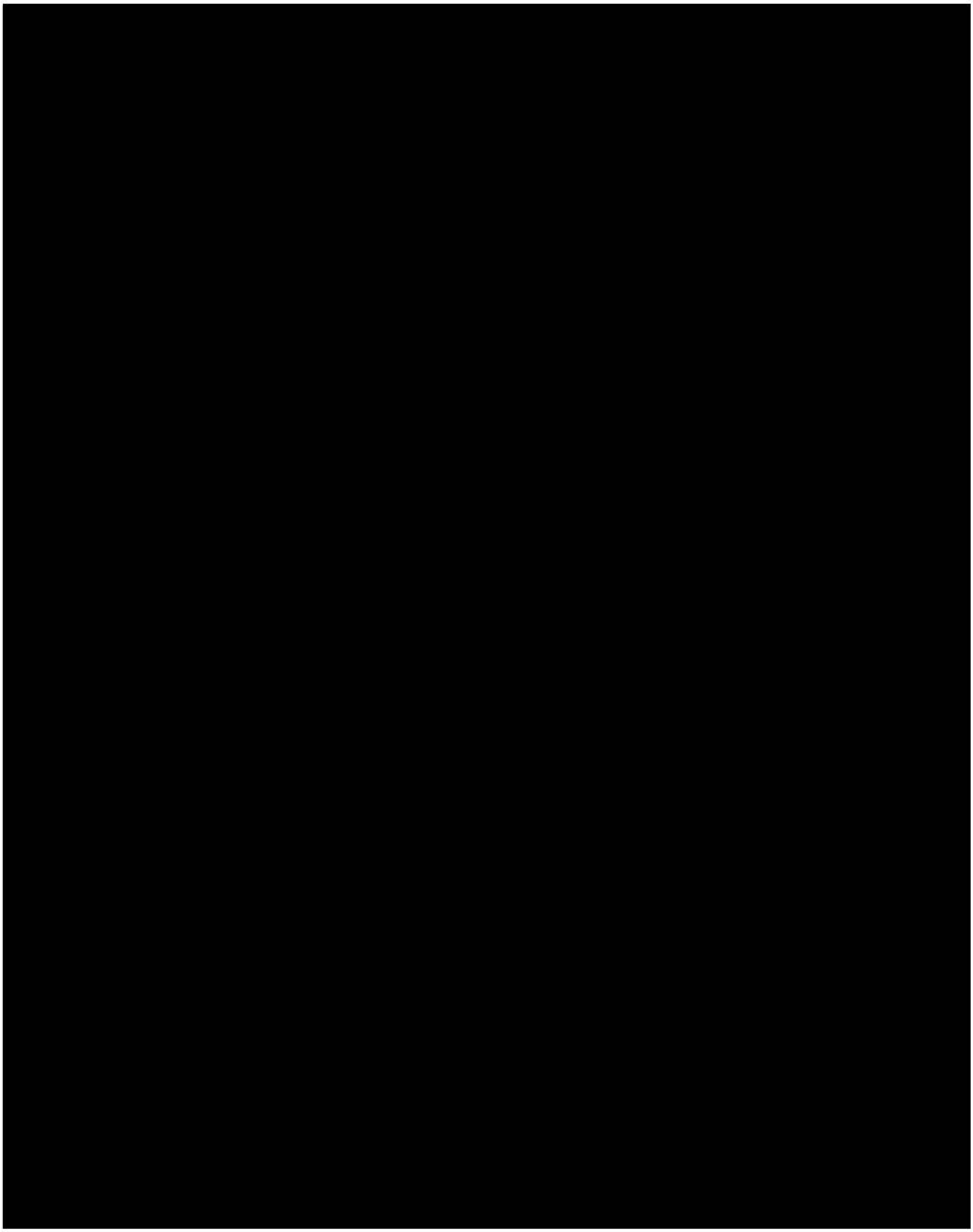

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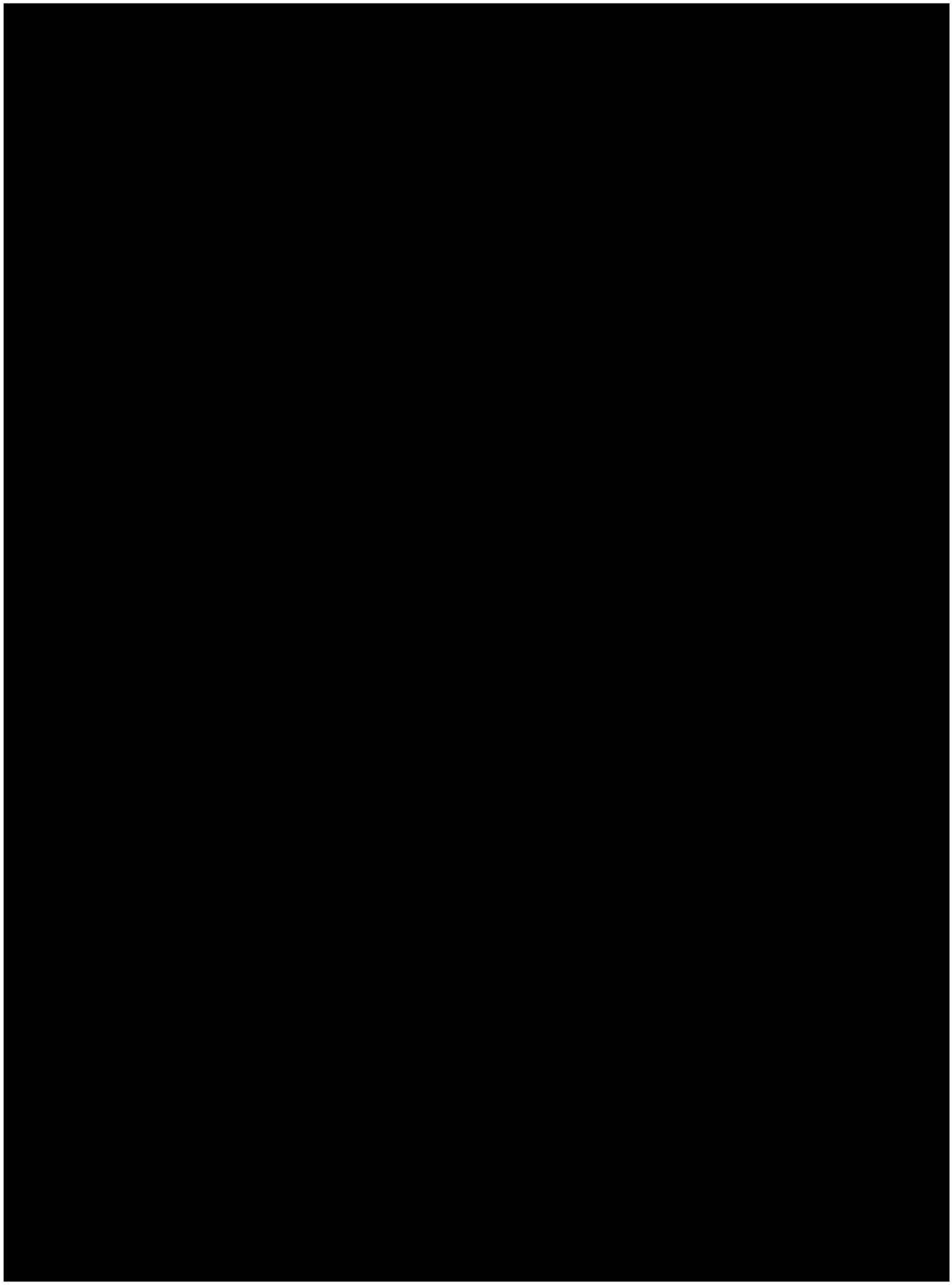

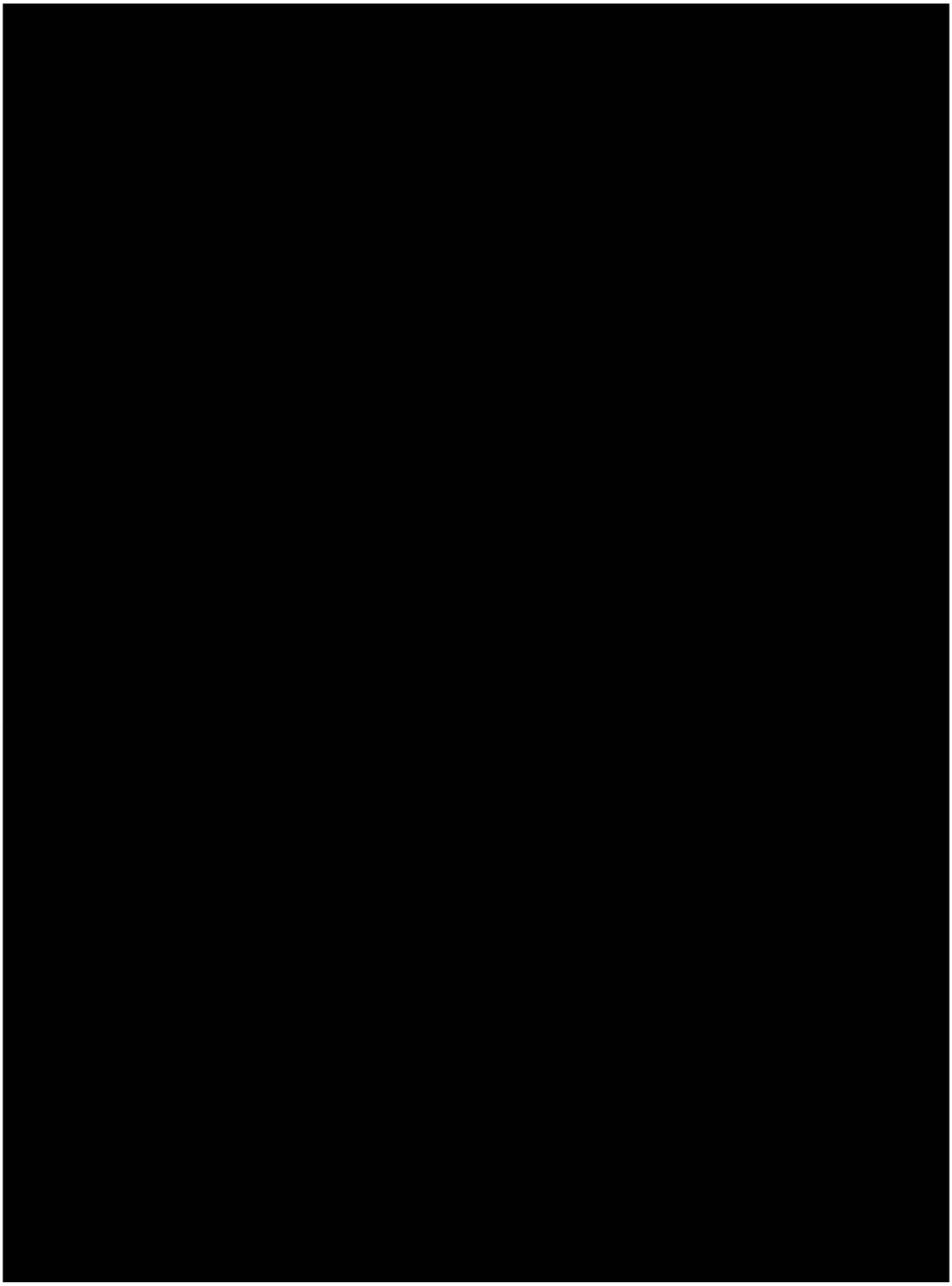

Exhibit 2 - **Annex E** (of Cooperation Agreement) - [redacted]

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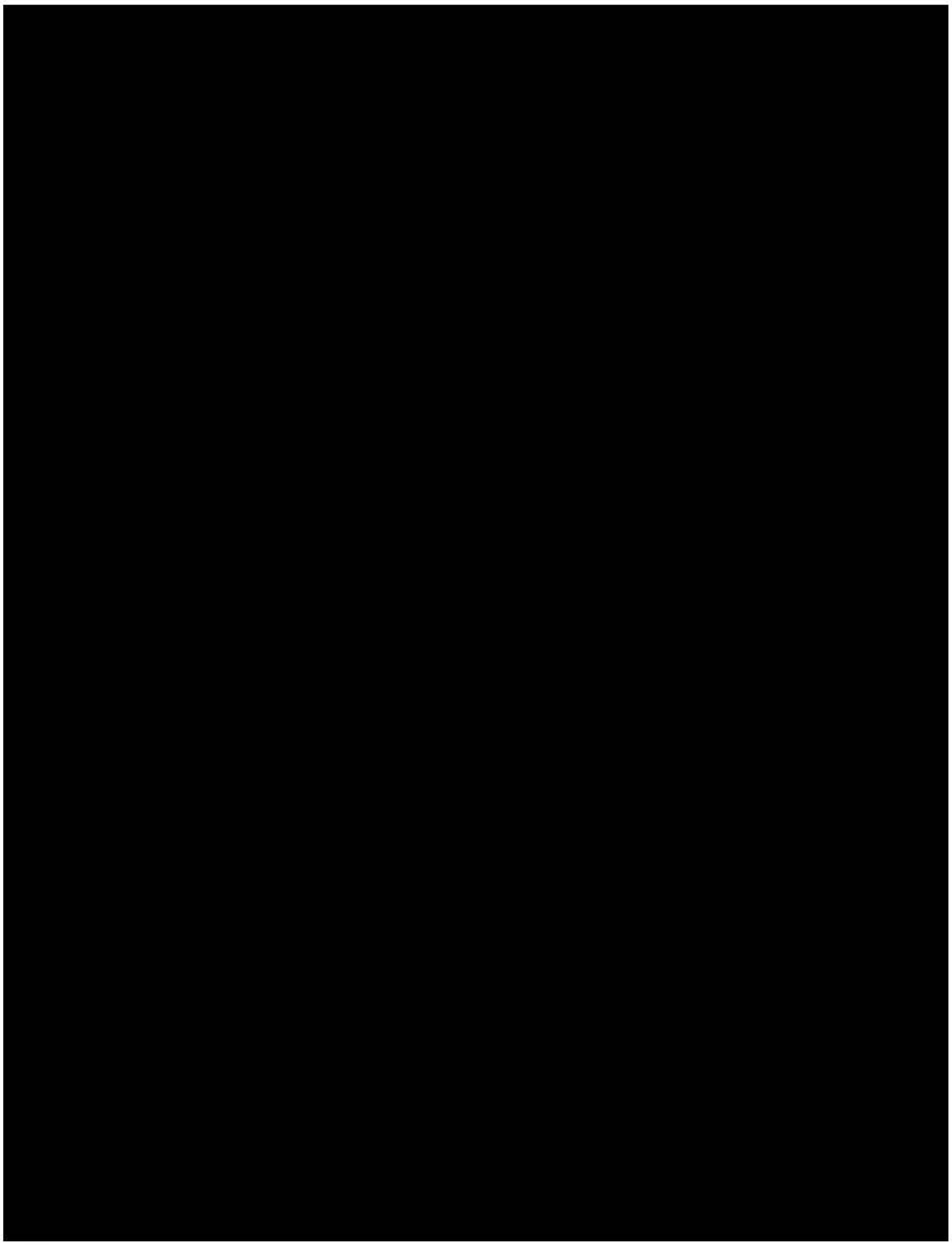

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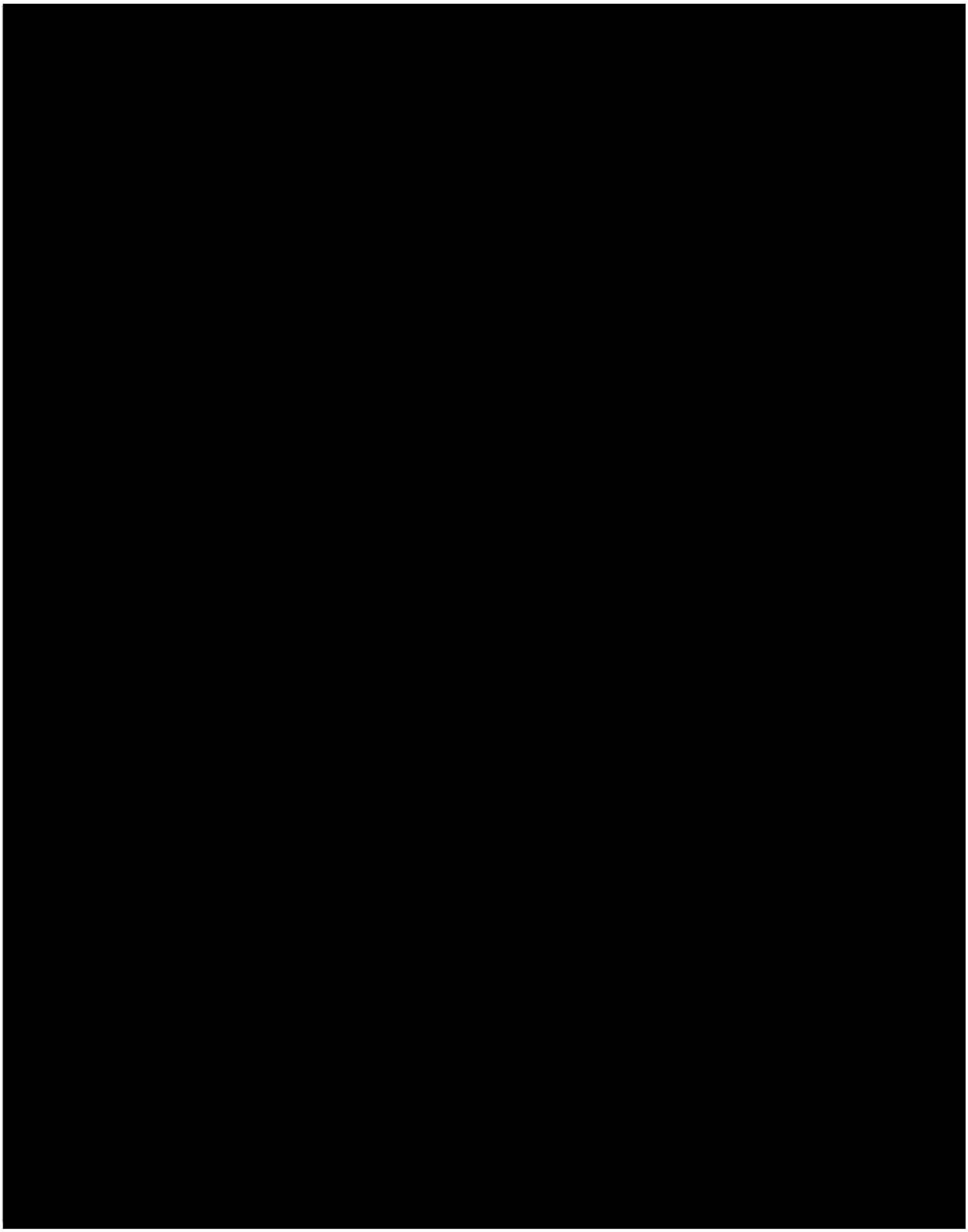

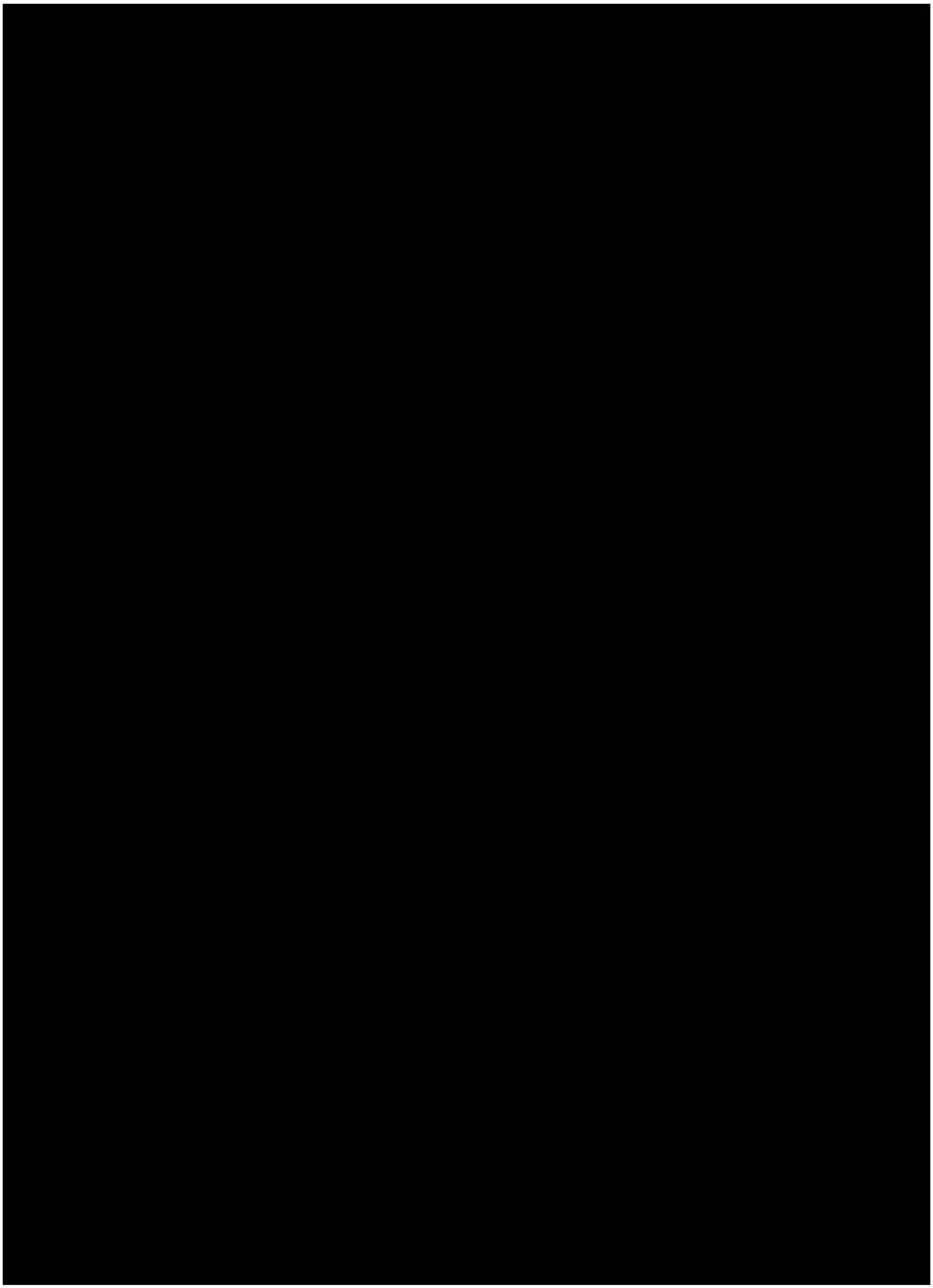

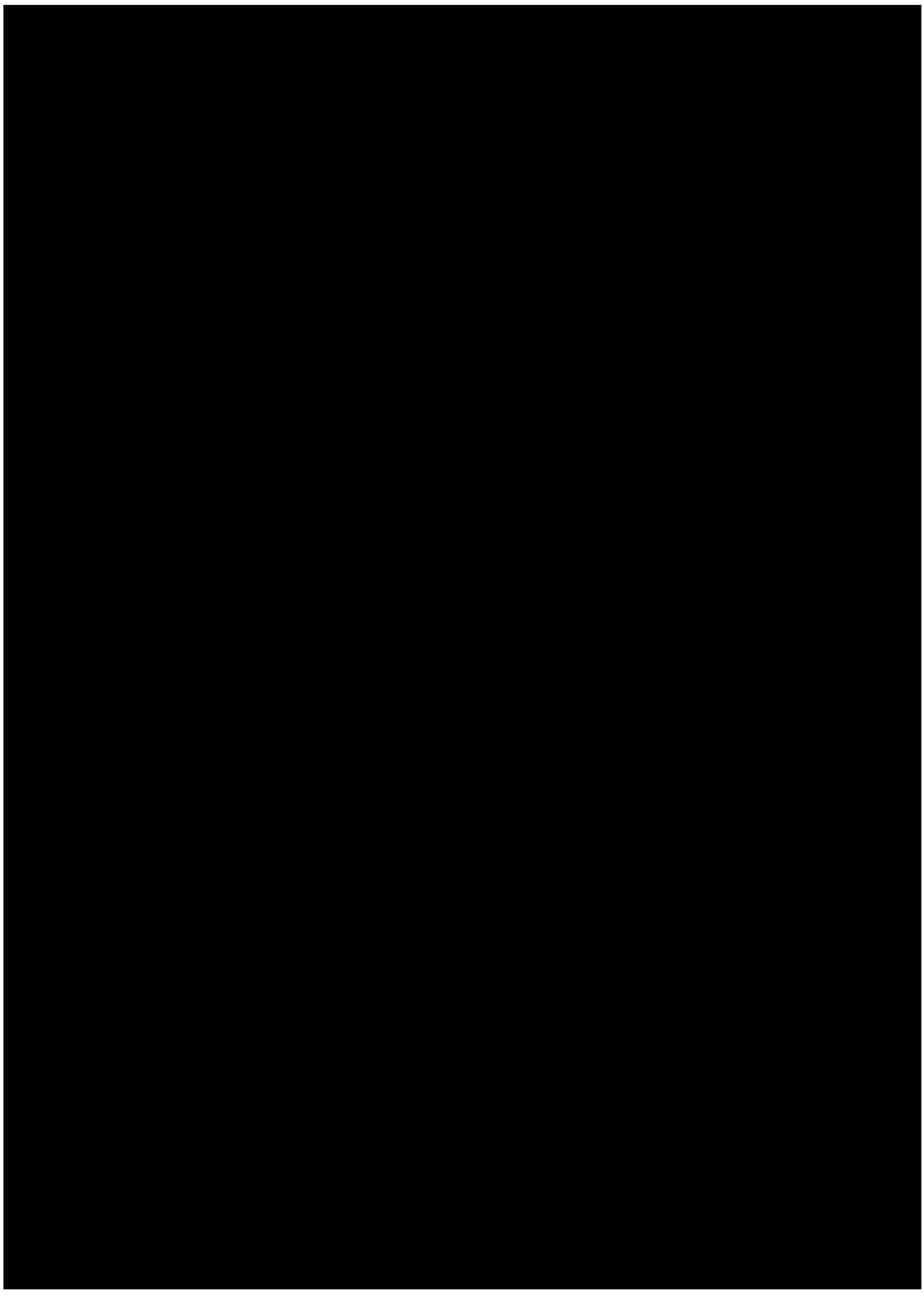

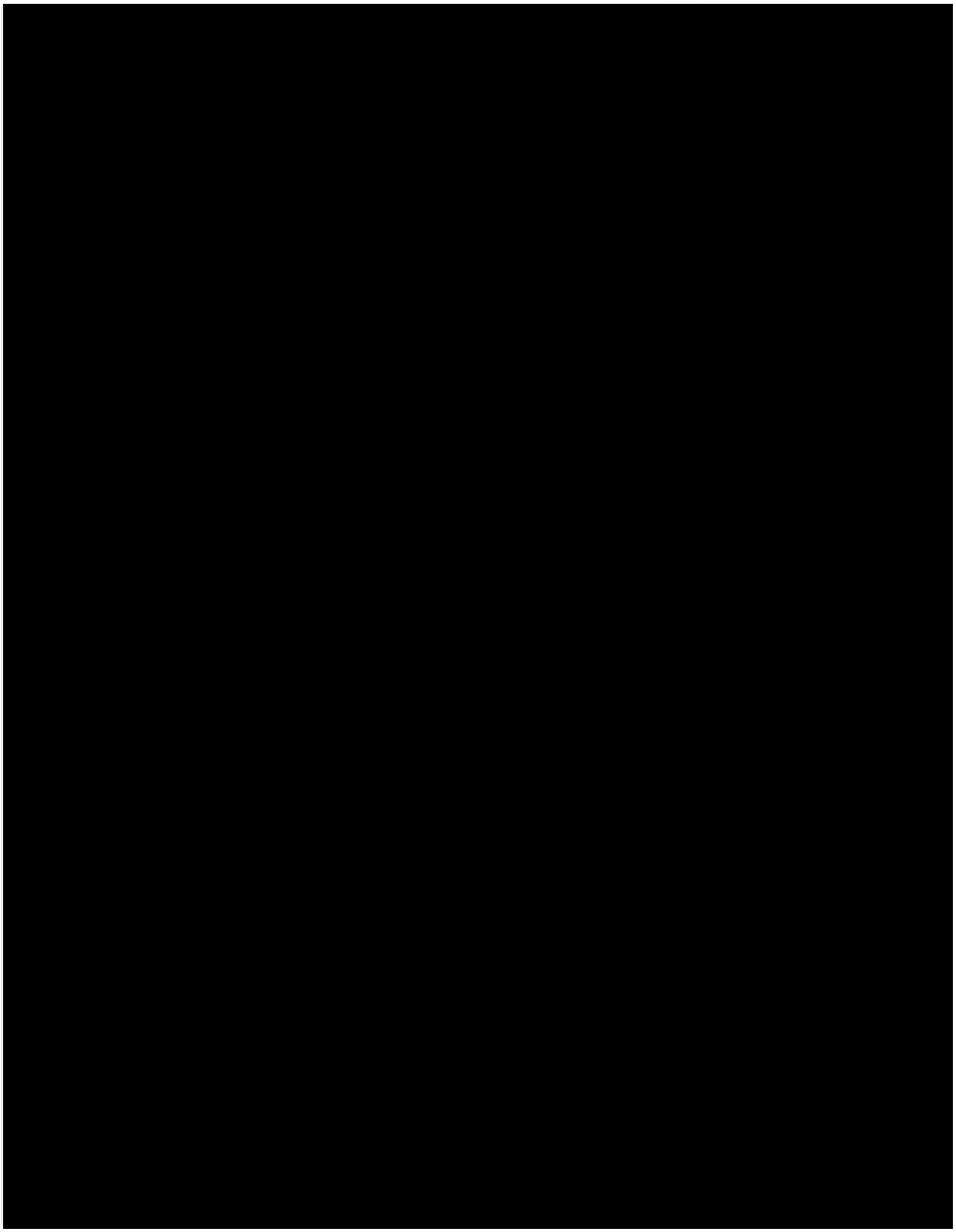

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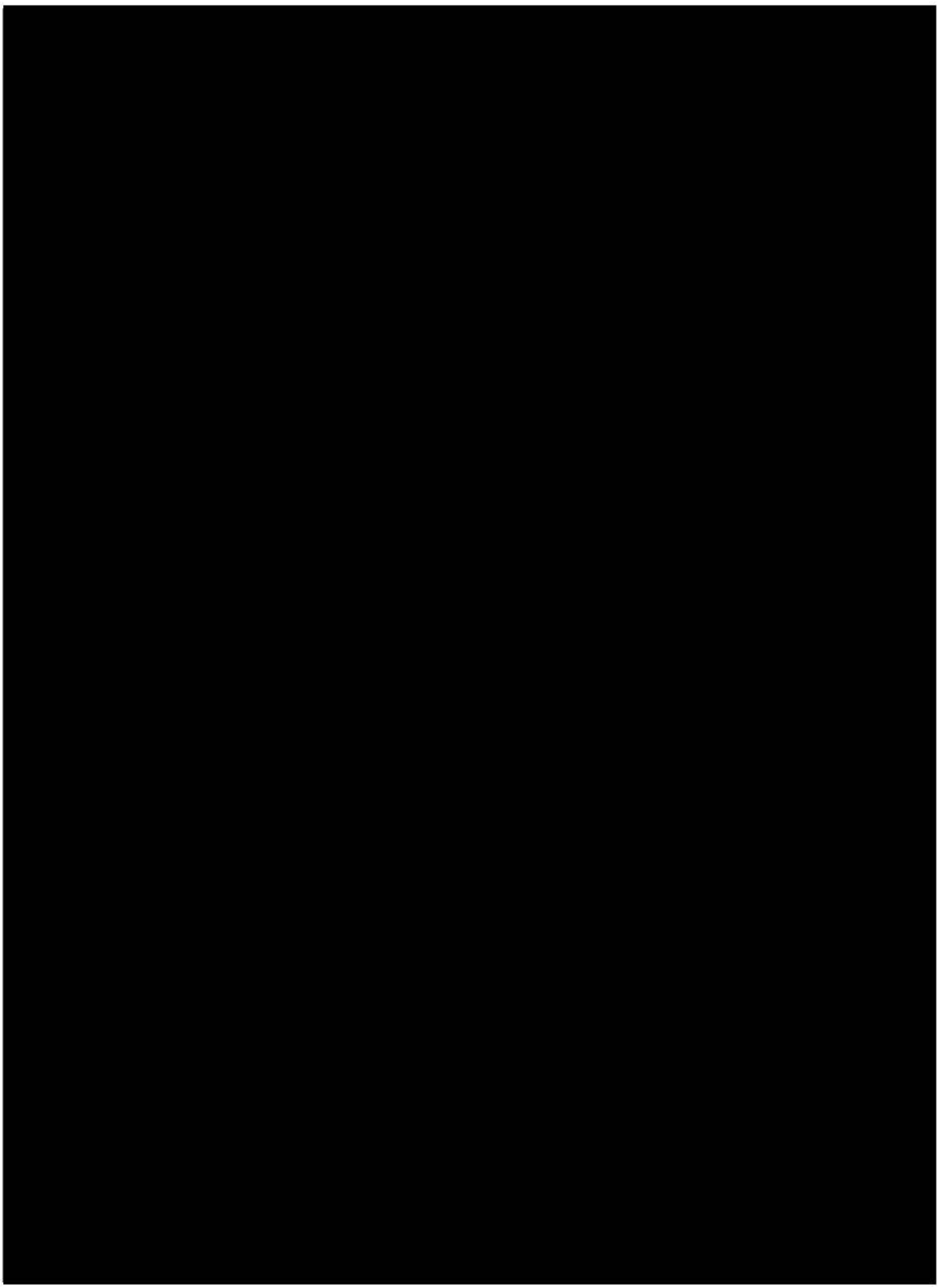

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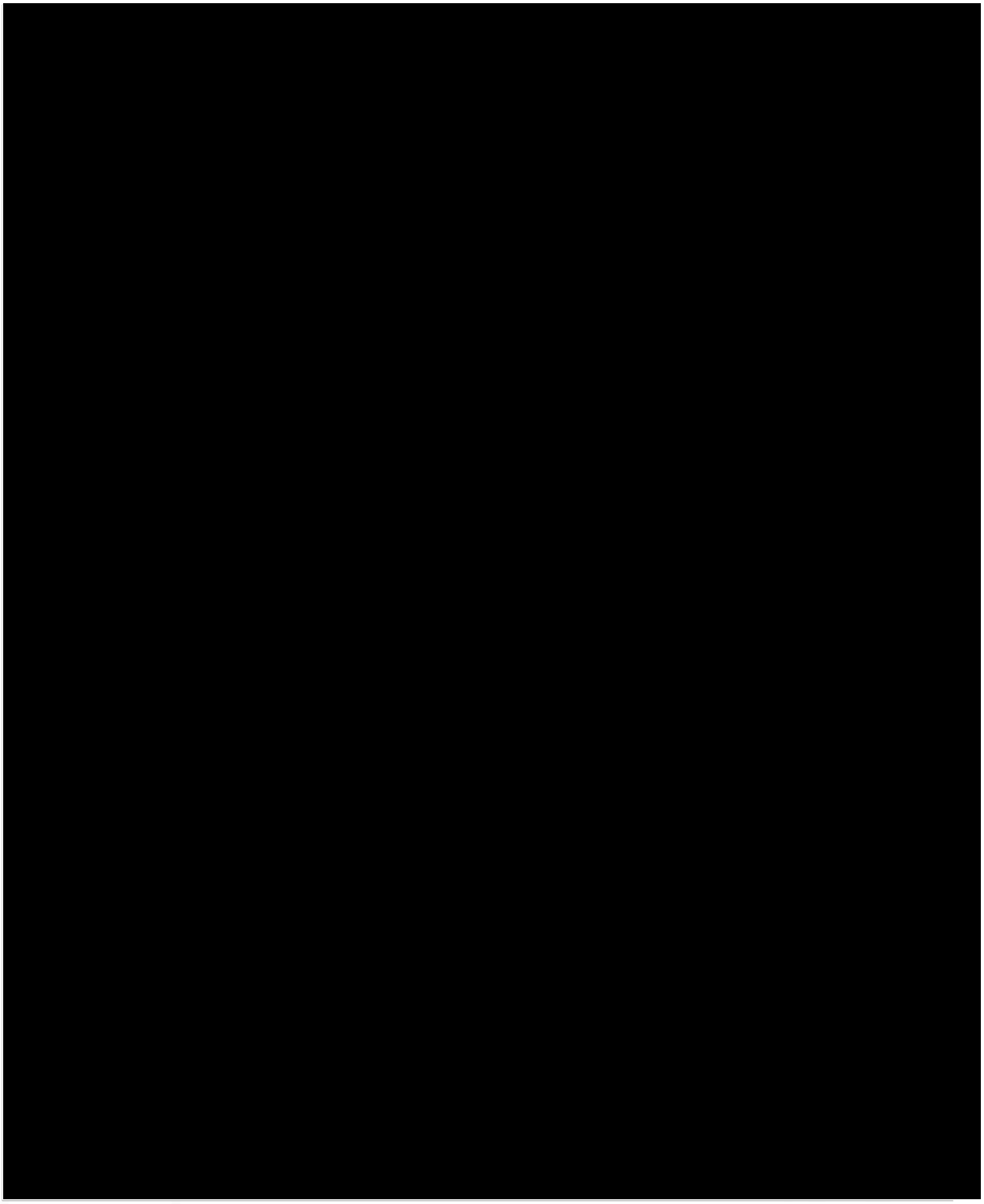

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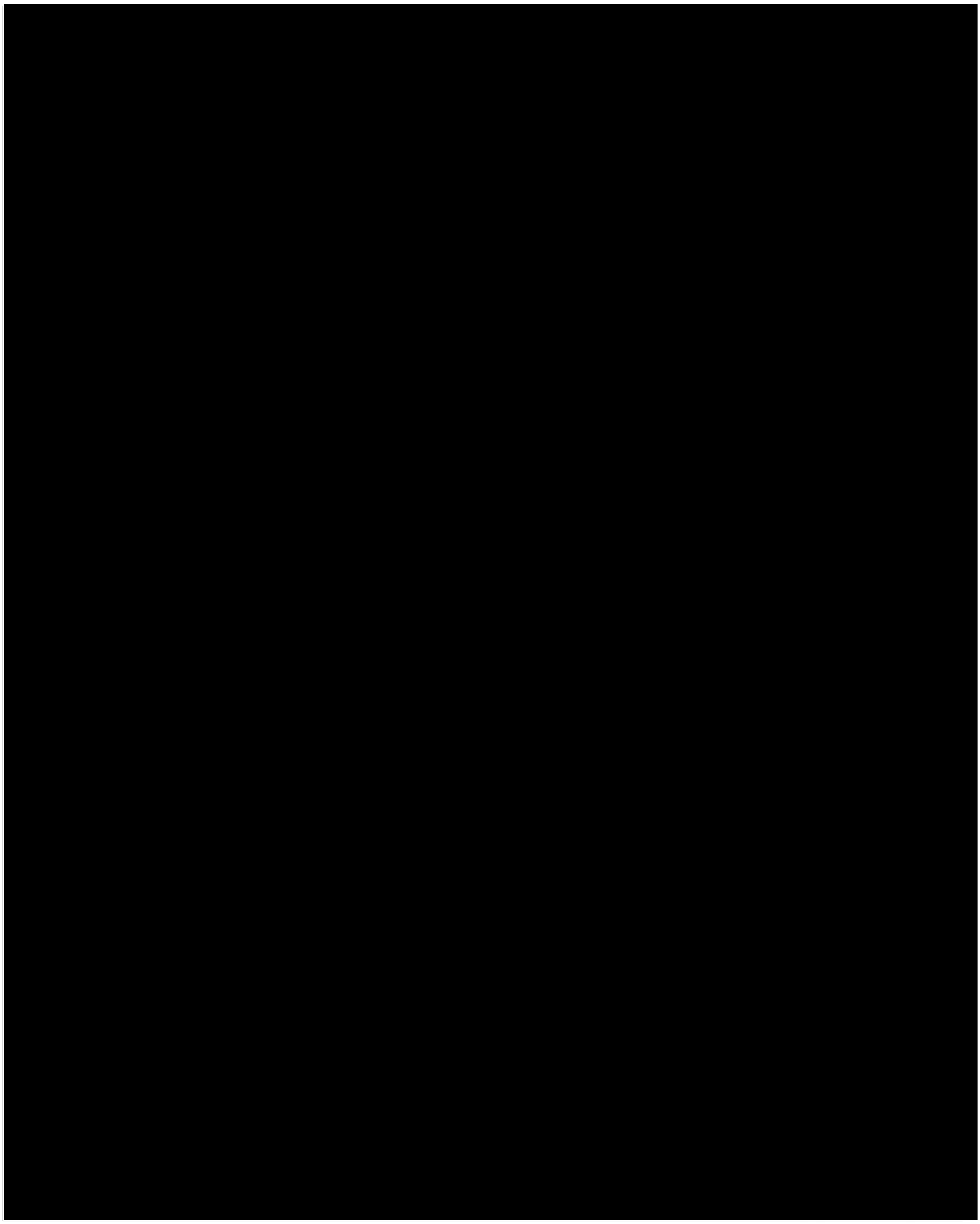

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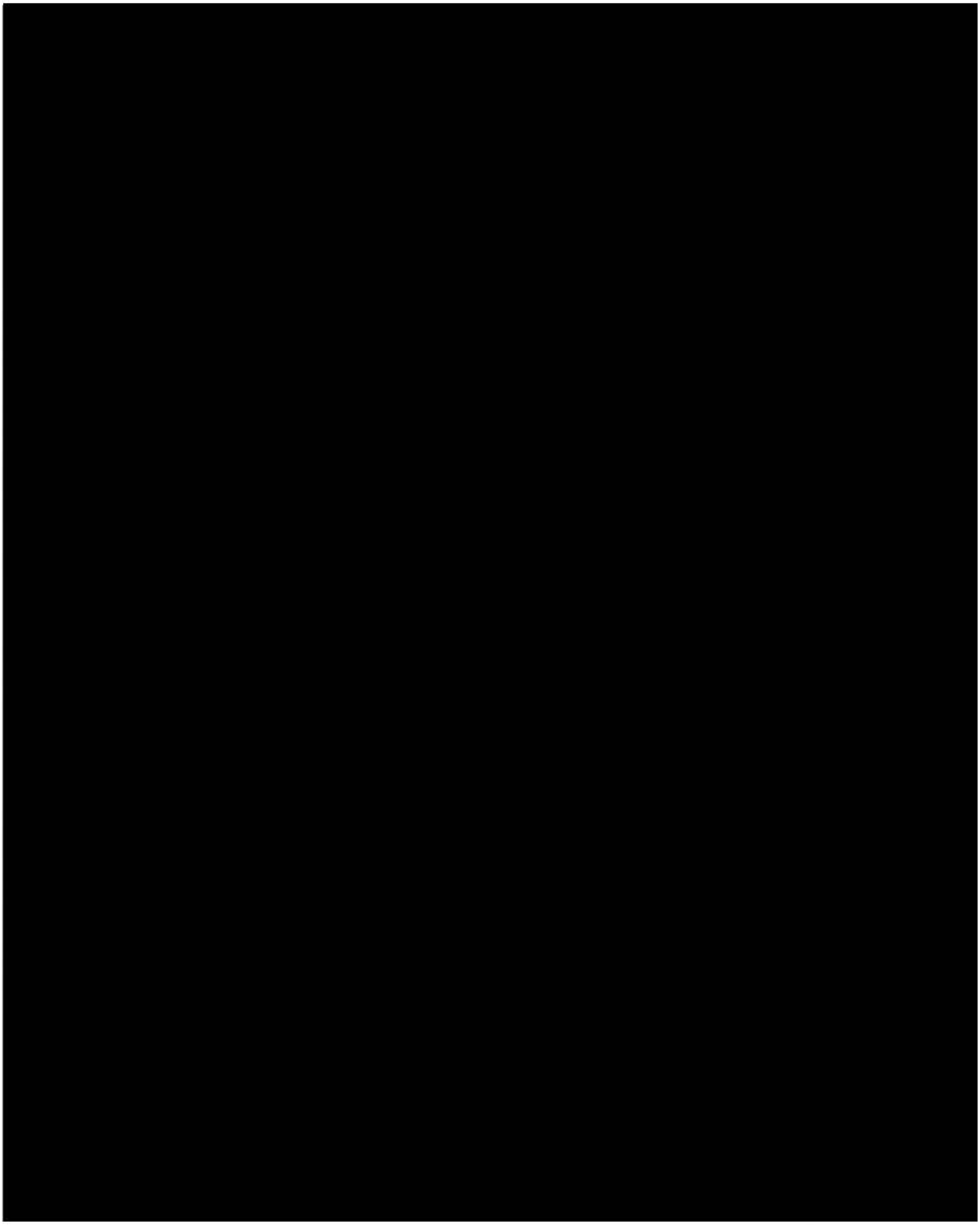

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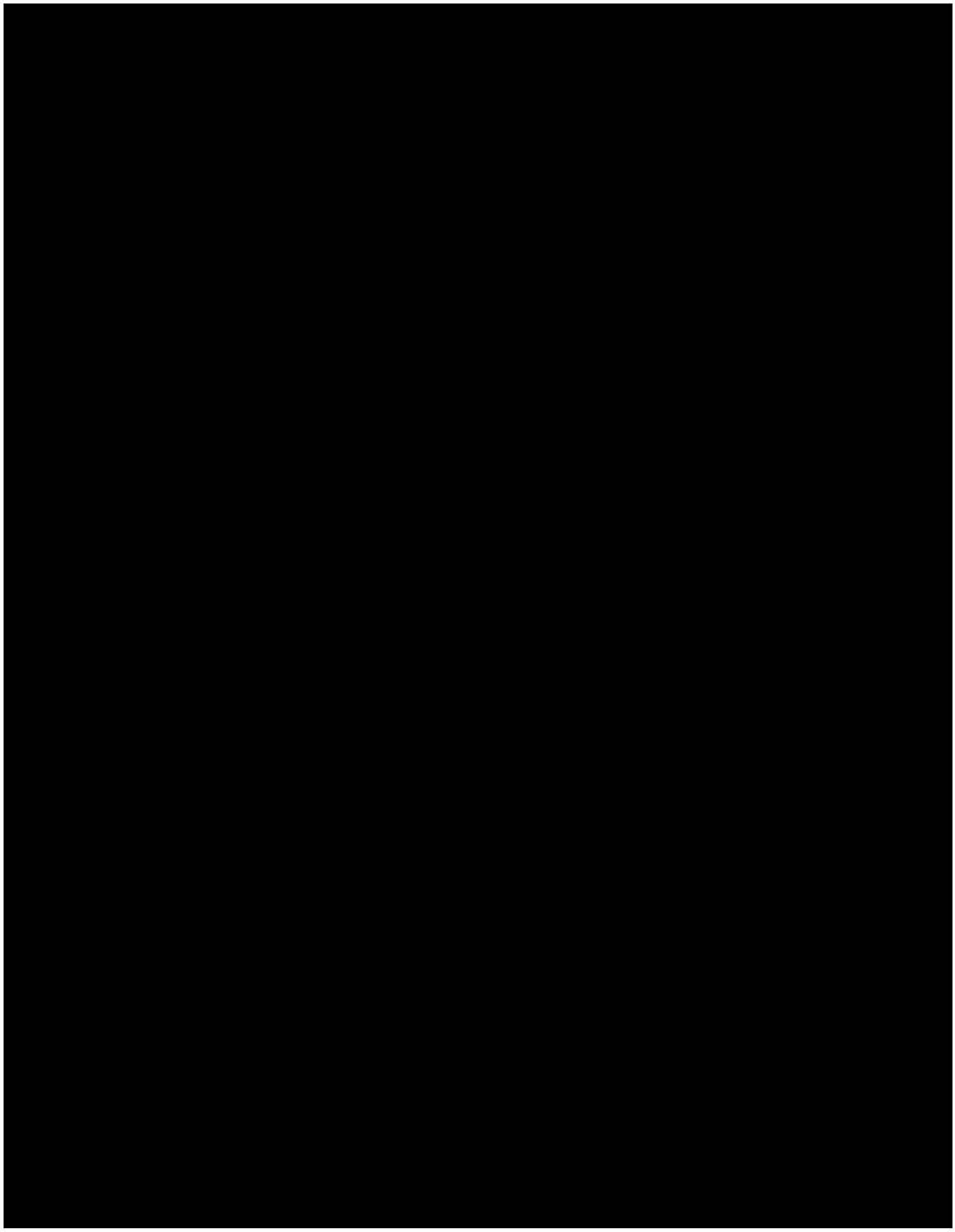

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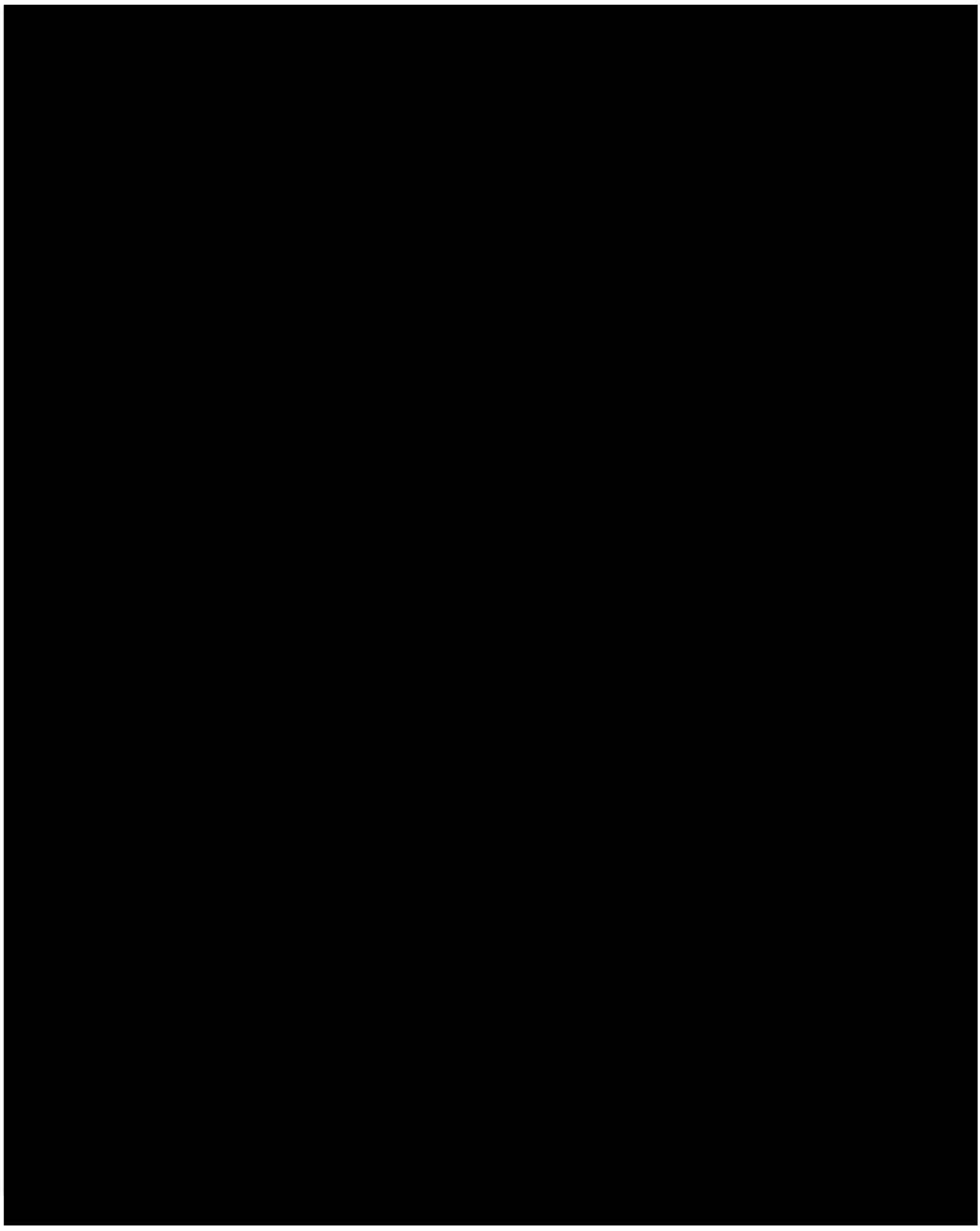

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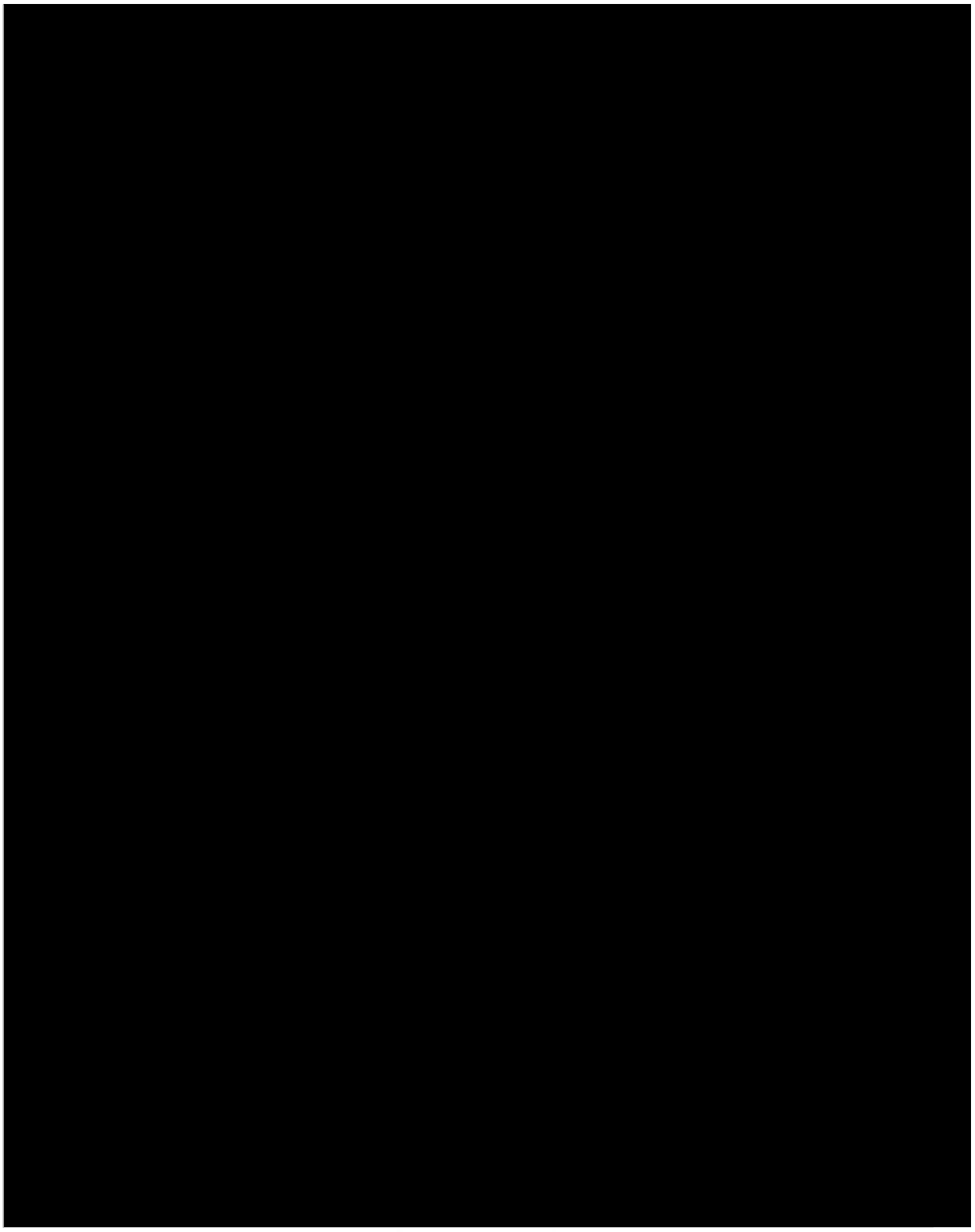

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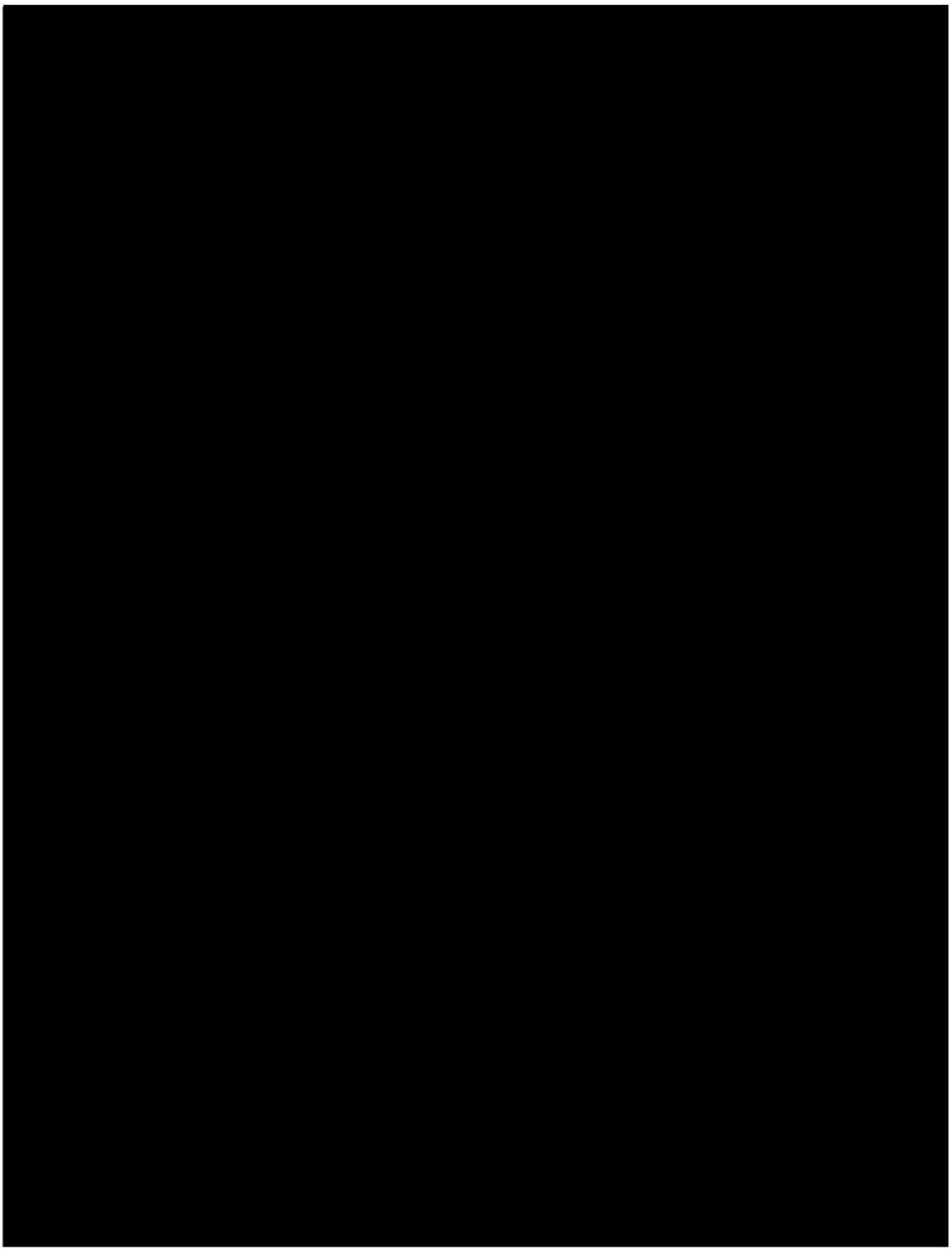

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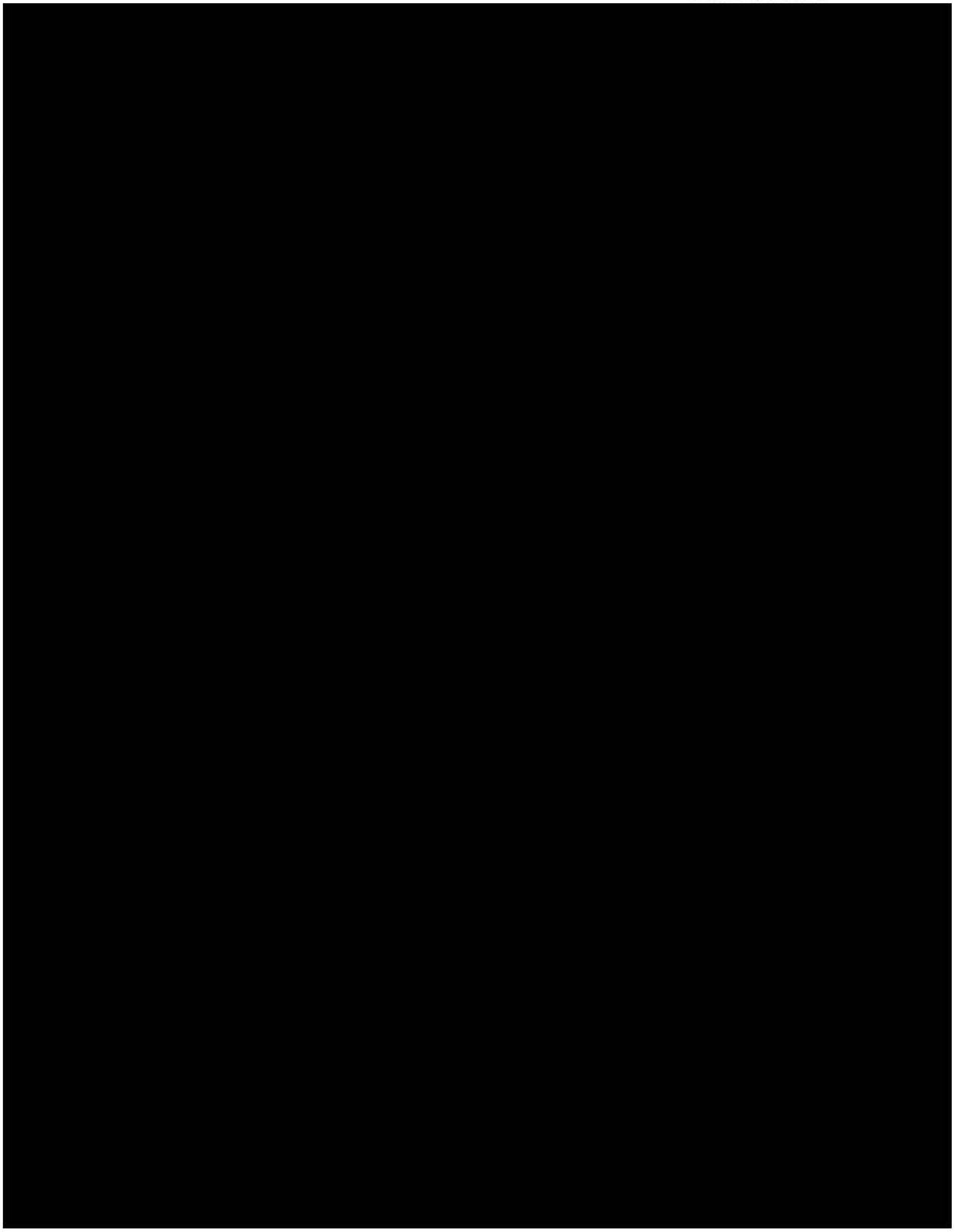
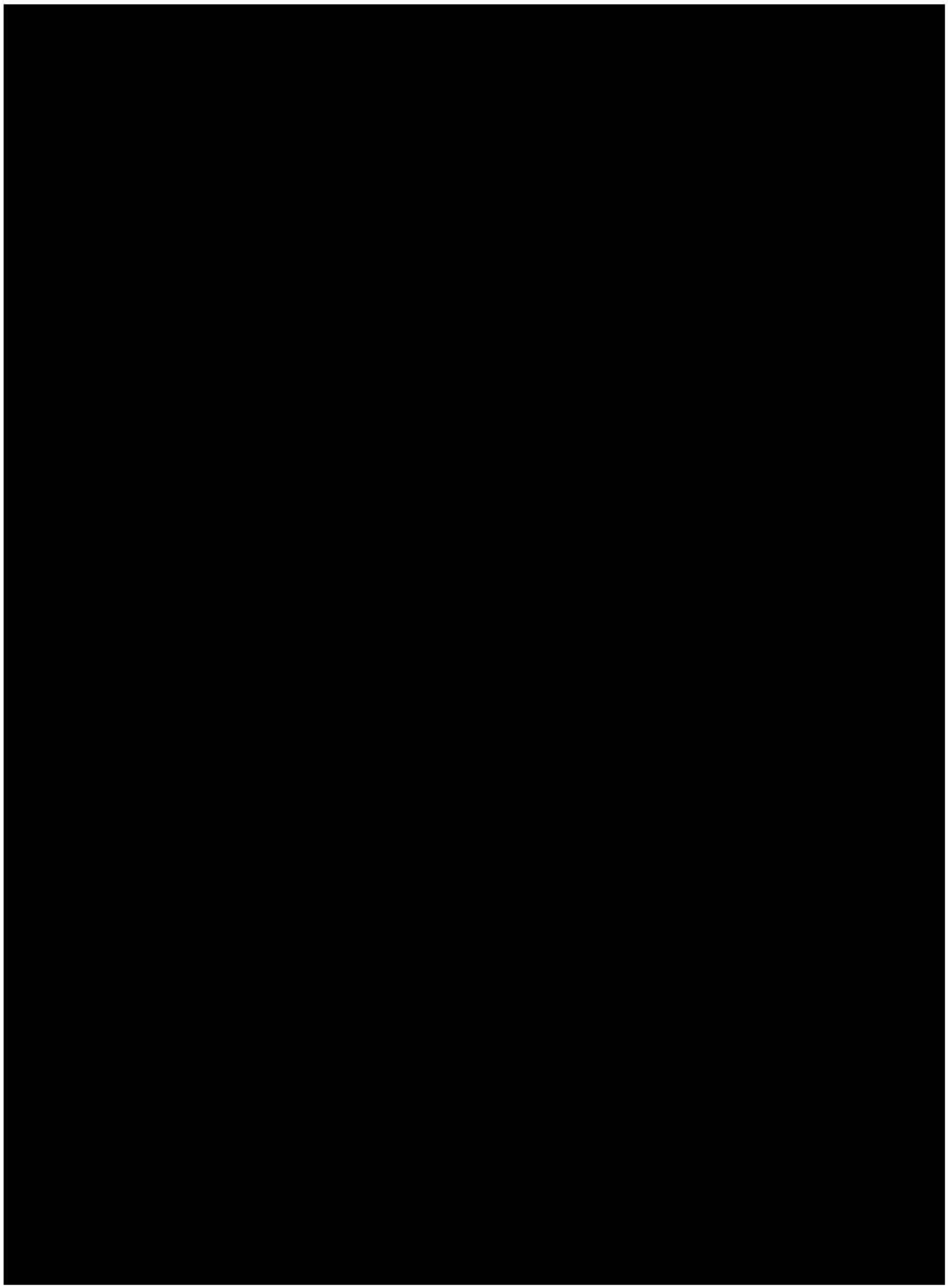


CONFIDENTIAL



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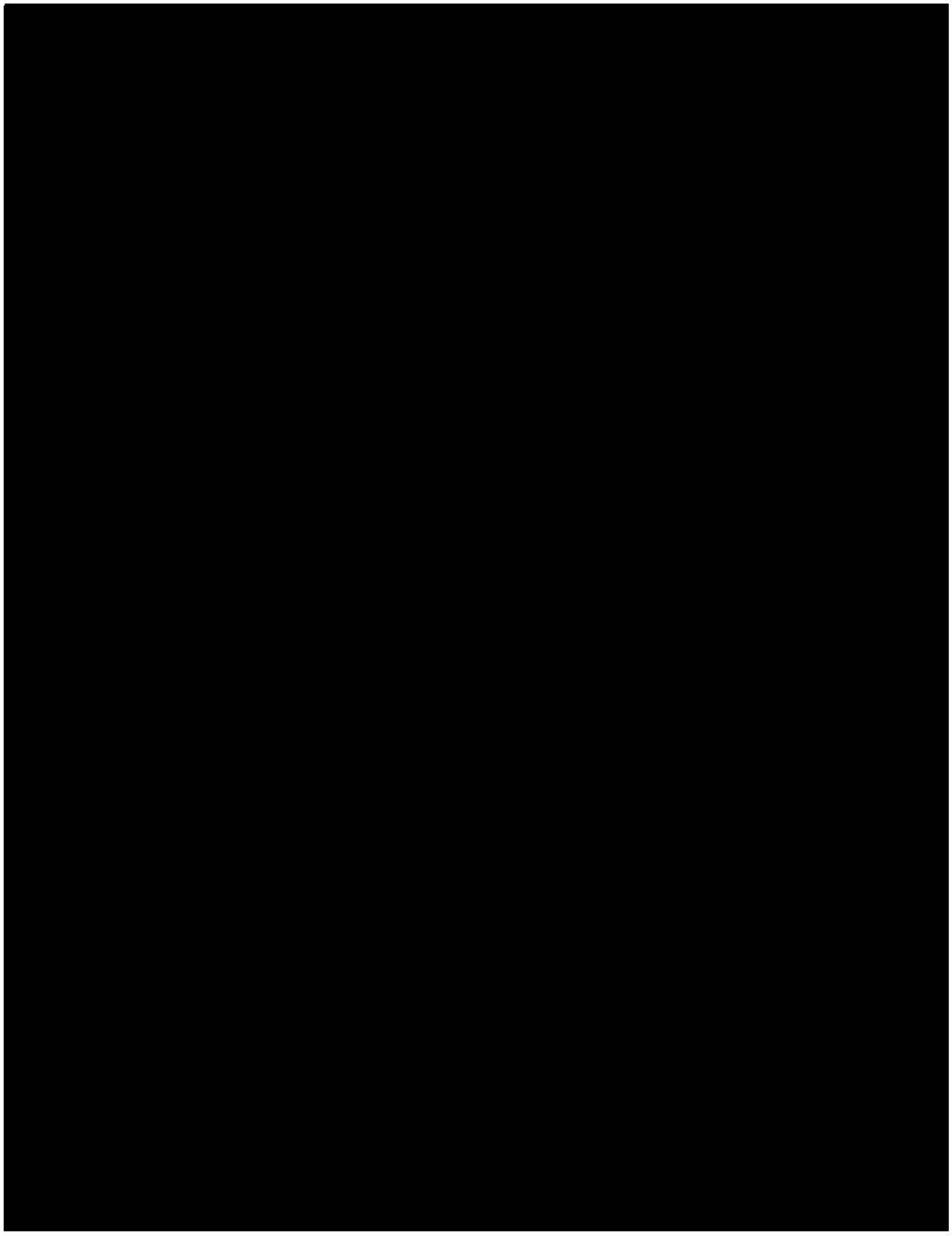

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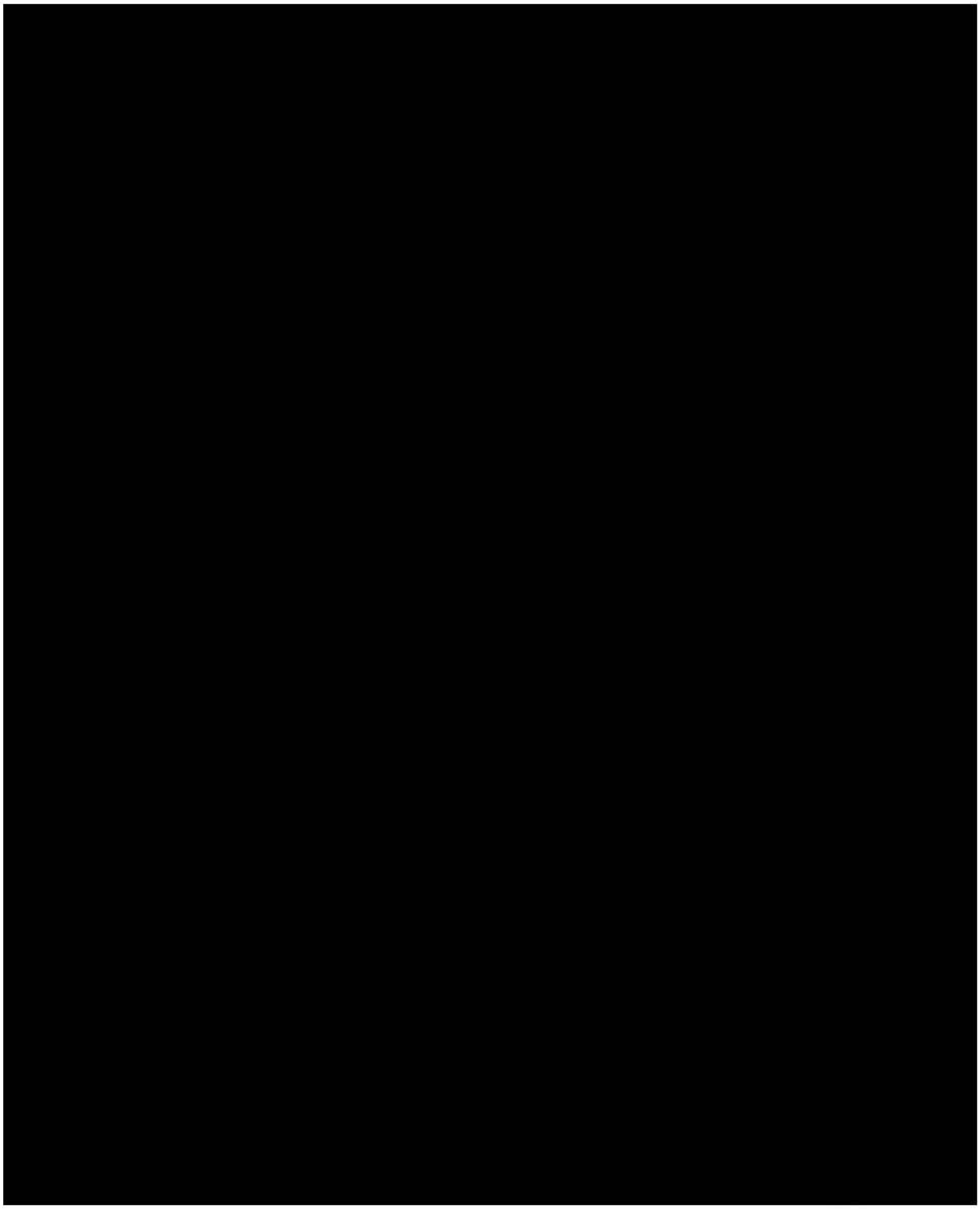

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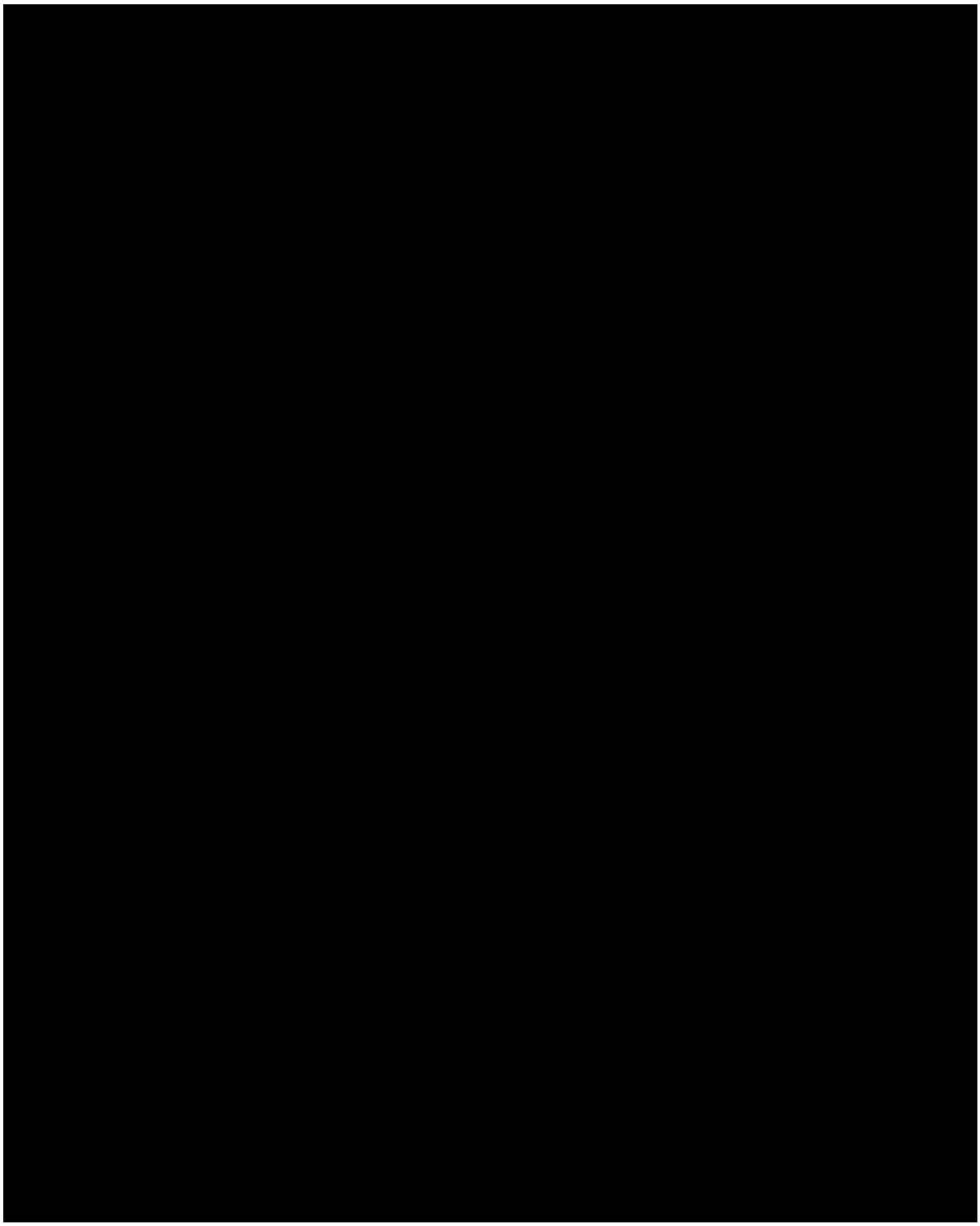

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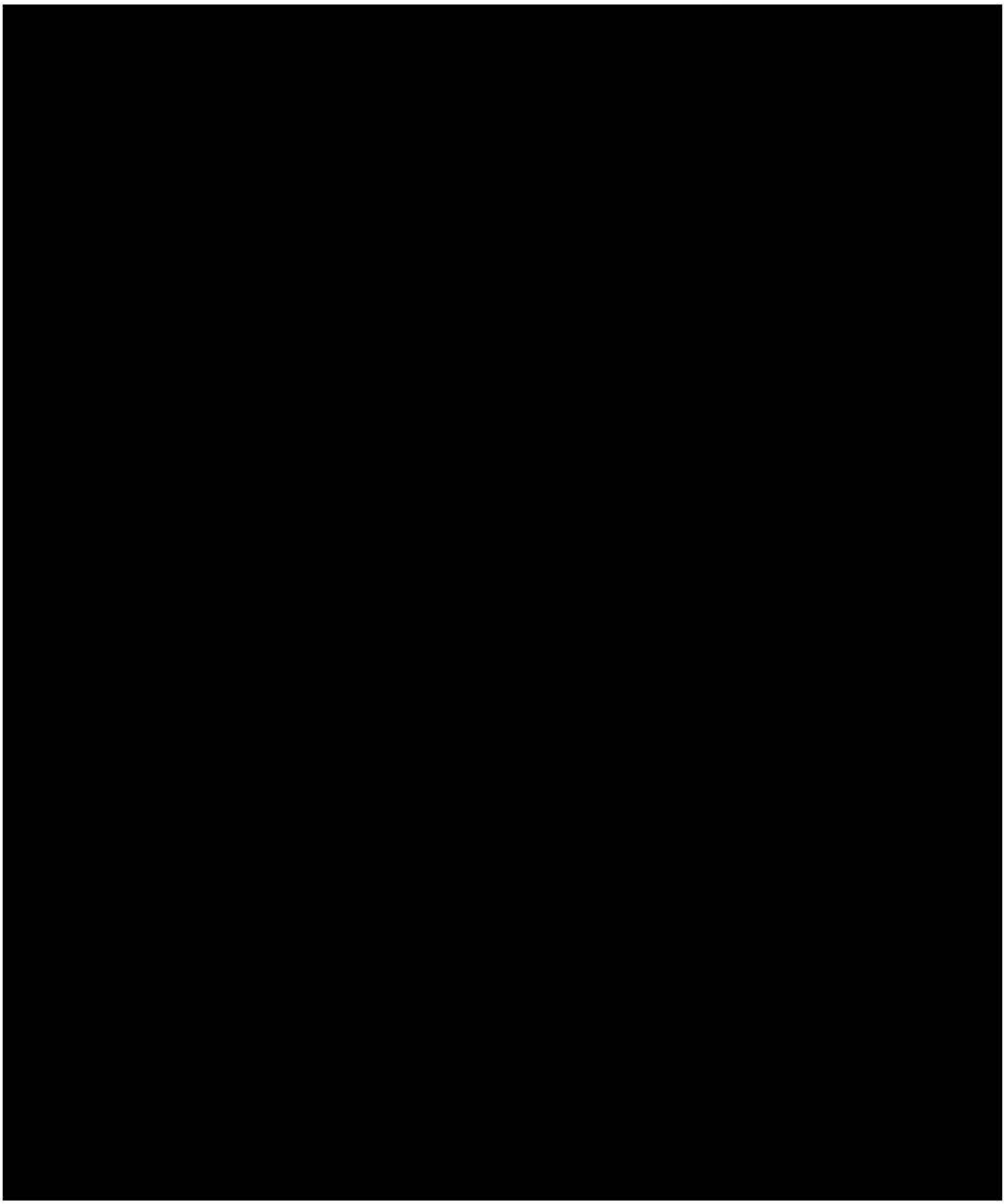

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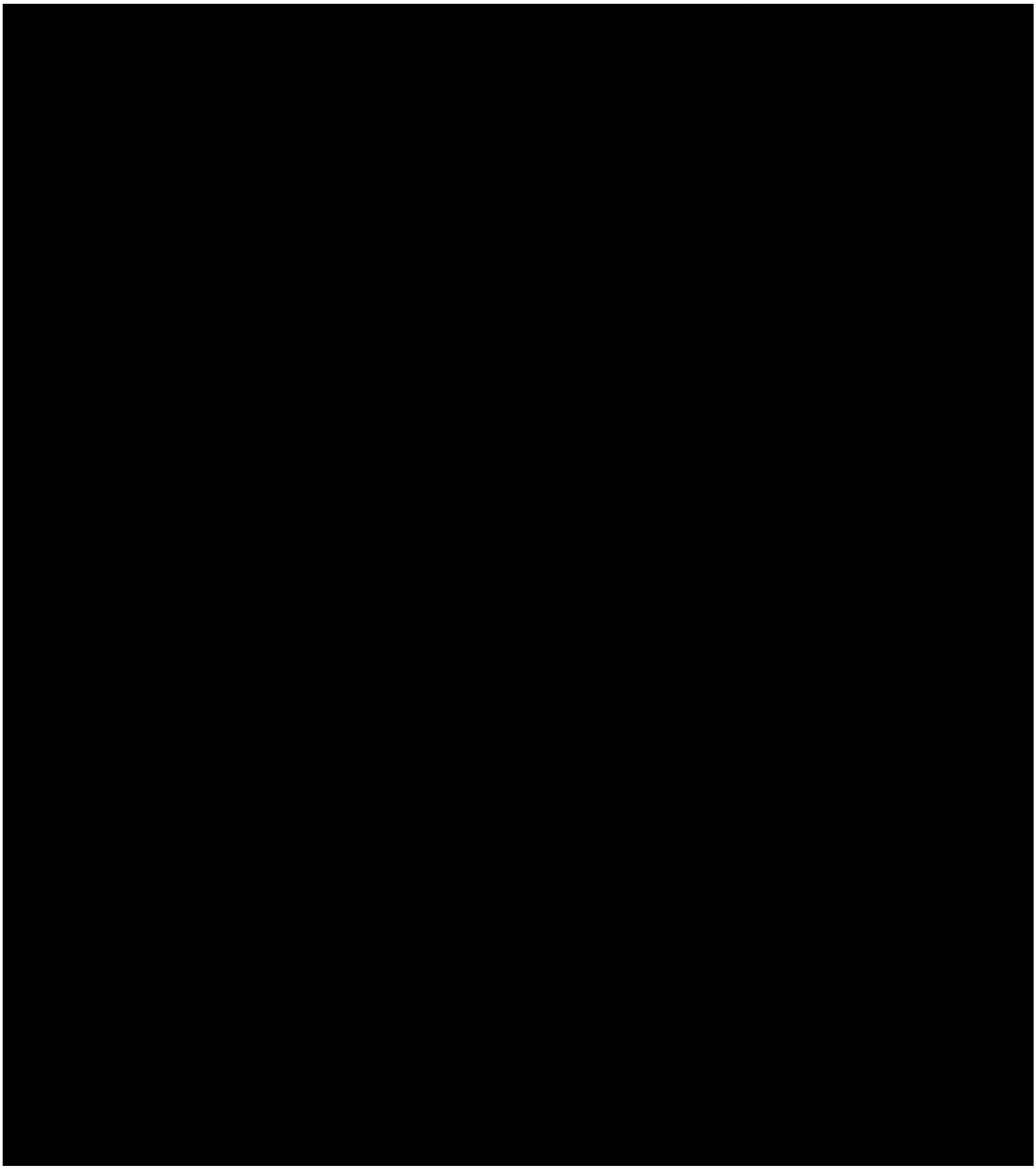

Exhibit 3 - **Annex F** (of the Cooperation Agreement) –

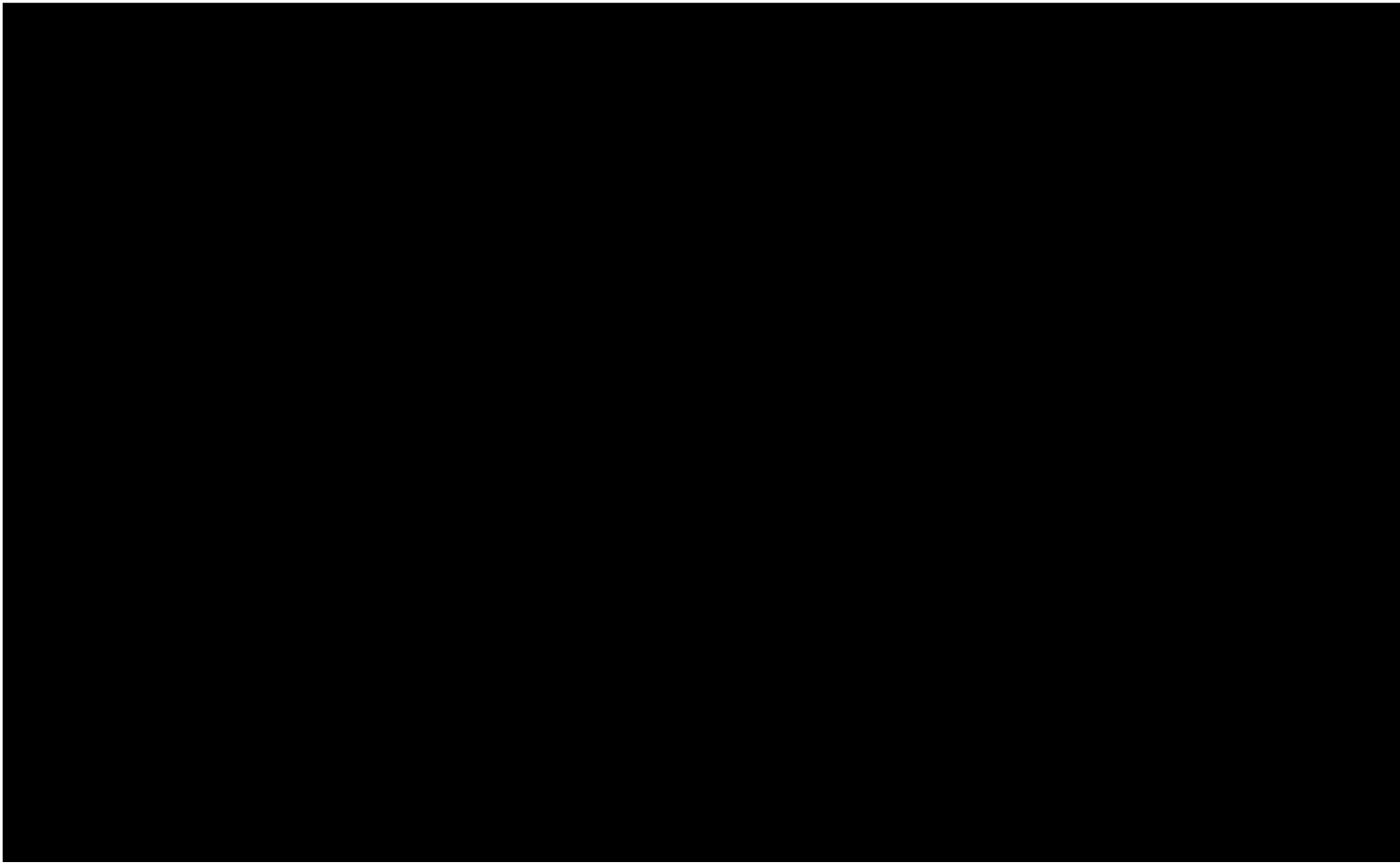

Exhibit 4 - **Annex B:** LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MOUSE MUTANT STRAINS TO ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´ - **(changes underlined)**

The European Mouse Mutant Archive (EMMA) is a federation of several research facilities in the field of mouse genetics from different European countries and was established to coordinate, archive and distribute mutant mouse lines.

A list of the available mutant mouse lines is regularly updated and available at www.infrafrontier.eu.

EMMA-maintained lines are supplied to interested institutions/investigators as a non-profit service to the research community at large by the respective research facility that submits the mouse line (*Provider*). EMMA coordinates requests concerning mouse lines stored with EMMA. The requested mouse line will be distributed by the relevant EMMA partner (*Distributor*). The current list of EMMA partners includes

- Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare (CNR-IBBC, Italy)
- Biomedical Sciences Research Center Alexander Fleming (BSRC, Greece)
- Centre National de la Recherche Scientifique (Phenomin TAAM, France)
- Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CSIC, Spain)
- European Molecular Biology Laboratory (EMBL-EBI, UK)
- Fundação Calouste Gulbenkian (FCG, Portugal)
- Genome Research Limited (otherwise referred to as Wellcome Sanger Institute) (WSI, UK)
- GIE-Centre Européen de Recherche en Biologie et en Médecine (Phenomin-ICS, France))
- Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt GmbH (HMGU, Germany)
- INFRAFRONTIER GmbH (Germany)
- Institute of Molecular Genetics of the Czech Academy of Sciences (IMG, Czech Republic)
- Karolinska Institutet (KI, Sweden)
- Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmedizinische Universität Wien (VetMedUni Vienna, Austria)

The submitted material shall consist of live mice (*Material*) unless otherwise accepted by *Distributor*.

The *Provider,* who submits *Material* to *Distributor*, hereby expressly agrees to the following conditions:

1. Except where specifically authorized by the *Provider*, the *Distributor* is authorized to distribute the *Material* upon request from third parties, for use in non-commercial activities only, under the LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MUTANT MOUSE LINES FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´. To avoid doubt, at the written request of the *Provider*, initial distribution of the *Material* may be delayed for a period of up to one (1) year from the date of deposition concerning Material which was created by using the CRISPR technology and in other cases for up to two (2) years from the date of deposition to allow the *Provider* to
   (i) publish research associated with such mouse strain or
   (ii) register the intellectual property rights associated with such mouse strain.

2. If requested by the *Provider* prior to the submission of the *Material* to the *Distributor*, the *Distributor* will furbish to the recipient entity, including its employees and other researchers under its control *(Recipient),* the *Provider's* Material Transfer Agreement. Requests will not be processed by the *Distributor* until two (2) duly executed copies of such agreement have been received by the *Distributor*. This paragraph shall not apply for certain Material generated by use of the CRISPR technology.

3. For Material generated by use of the CRISPR technology it must be ensured that the Recipient agrees with the underlying license conditions applicable to the relevant EMMA partner; this means:

   (a) The *EMMA* Partners listed below (***CRISPR Purveyors***) have separately obtained certain rights from third parties (including the Broad Institute and Caribou Biosciences) in relation to the distribution of *Material* generated by CRISPR technology; for such *Material* to be disseminated by the *CRISPR Purveyors* under such licences the *Recipient* must agree that said *Material* is distributed in accordance with: (i) the terms of the applicable limited use label licenses (see links shown for each *CRISPR Purveyor* below); and (ii) any other terms as the *CRISPR Purveyor* might require, to ensure that said *CRISPR Purveyor* complies with all of its obligations to any third party in relation to said third parties intellectual property rights. For the avoidance of doubt and if required by the Provider, such terms will be in addition to the Provider's MTA.

   The current list of CRISPR Purveyors is shown below:

   Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)
   (www.har.mrc.ac.uk/crispr-limited-use-license)

   (b) With respect to all other relevant EMMA Partners, in case of *Material* generated by use of the CRISPR technology, it must be ensured that the *Recipient* agrees with the following: (i) with the terms of a limited use label license as well as the terms of the UBMTA (Uniform Biological Material Transfer Agreement /Master Agreement published in the Federal Register on March 8, 1995https://autm.net/surveys-and-tools/agreements/material-transfer-agreements/mta-toolkit/uniform-biological-material-transfer-agreement. For this purpose, an appropriate MTA will be concluded between the *Recipient* and the relevant *EMMA Partner*. In case the *Provider* requires further terms to ensure that

said *Provider* complies with all of its obligations to any third parties' intellectual property rights such terms will be added to the MTA by the relevant *EMMA Partner* upon request of the *Provider*.

4. The *Provider* declares that they have complied with all relevant National, International and European rules with regard to the breeding, handling and storage of the *Material* (e.g. Directive 2010/63/EU).

5. All relevant non-confidential information about the *Material* shall be provided by the *Provider* to the *Distributor*. This information is made accessible via the https://www.infrafrontier.eu and the http://www.findmice.org/ homepage to the best of the *Distributor's* knowledge.

6. After submitting *Material* to the *Distributor*, the *Material* will be dealt with by the *Distributor* according to the applicable scientific and ethical standards.

7. The *Distributor* reserves the right to withdraw the *Material* from the repositories due to scientific reasons. The *Distributor* shall inform the *Provider* of any decision in this respect. To avoid doubt, at any time the *Provider* shall be entitled to demand that the *Materials* be withdrawn from the repositories for any reason.

8. If the *Material* is subject to patents or any other intellectual property right owned by the *Provider* and/or third party(ies) or such rights have been licensed and/or assigned to third party(ies), it is in the responsibility of the *Provider* to ensure that the transfer, and use of, such *Material* to/by the *Distributor* does not infringe such intellectual property rights. To avoid doubt, should the existence of proprietary rights of a third party restrict global distribution of the *Materials* at the time of deposit, or arise subsequent to such deposition, into the repositories, the *Provider* shall retain the right to demand that the *Distributor* limits the (future) availability of such *Materials* in accordance with such third party proprietary rights. Except where specifically allowed under this part (7) or where prior signature of a Material Transfer Agreement is requested under (2) above, the *Distributor* shall not be required to restrict availability of the *Material* on the basis of patents or licenses or to enforce any corresponding rights and restrictions other than prior signature of the *Provider's* Material Transfer Agreement.

9. The *Provider* assumes all and any liability for damages, which may arise from the use, storage, transfer or disposal of the *Material* by the *Distributor* and the *Provider* shall hold harmless the *Distributor* and the legal entity operating the repository for any loss, claim or demand which could be raised by any other party, due to, or arising from, the use, storage, transfer or disposal of the *Material* by the *Distributor,* except to the extent such loss, claim or demand is caused by the gross negligence or wilful misconduct of the *Distributor* or the legal entity operating the repository.

10. If requested by the *Provider* in writing, the *Distributor* shall report the number of requests fulfilled by the *Distributor* with respect to the *Material* deposited by such *Provider*.

11. Any request received by the *Distributor* to use *Material* for a commercial activity shall be referred to the *Provider.* To avoid doubt, the *Distributor* shall not be involved in any negotiations between the *Provider* and any *Recipient* wishing to use *Material* for any commercial activity.

Exhibit 5 - Annex C: LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MOUSE MUTANT STRAINS FROM ´THE EUROPEAN MOUSE MUTANT ARCHIVE – EMMA´ (change underlined)

The European Mouse Mutant Archive (EMMA) is a federation of several research facilities in the field of mouse genetics from different European countries and was established to coordinate, archive and distribute mutant mouse lines.

A list of the available mutant mouse lines is regularly updated and available at www.infrafrontier.eu.

EMMA-maintained lines are supplied to interested institutions/investigators as a non-profit service to the research community at large by the respective research facility that submits the mouse line (*Provider*). EMMA coordinates requests concerning mouse lines stored with EMMA. The requested mouse line will be distributed by the relevant EMMA partner (*Distributor*). The current list of EMMA partners includes:

- Consiglio Nazionale Delle Ricerche, Istituto di Biochimica e Biologia Cellulare (CNR-IBBC, Italy)
- Biomedical Sciences Research Center Alexander Fleming (BSRC, Greece)
- Centre National de la Recherche Scientifique (Phenomin TAAM, France)
- Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CSIC, Spain)
- European Molecular Biology Laboratory (EMBL-EBI, UK)
- Fundação Calouste Gulbenkian (FCG, Portugal)
- Genome Research Limited (otherwise referred to as Wellcome Sanger Institute) (WSI, UK)
- GIE-Centre Européen de Recherche en Biologie et en Médecine (Phenomin-ICS, France))
- Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt GmbH (HMGU, Germany)
- INFRAFRONTIER GmbH (Germany)
- Institute of Molecular Genetics of the Czech Academy of Sciences (IMG, Czech Republic)
- Karolinska Institutet (KI, Sweden)
- Medical Research Council, as part of United Kingdom Research and Innovation (MRC, UK)
- OULUN YLIOPISTO (University of Oulu, Finland)
- Stichting Het Nederlands Kanker Instituut (NKI, The Netherlands)
- Tel Aviv University (TAU, Israel)
- Veterinärmedizinische Universität Wien (VetMedUni Vienna, Austria)

Where applicable, the *Distributor* will furbish to the recipient entity, including its employees and other researchers under its control *(Recipient), the Provider's and/or the Distributor's* Material Transfer Agreement (MTA). Requests will not be processed by the *Distributor* until two (2) duly executed copies have been received by the *Distributor*.

Depending on the mouse strain, the requested material may consist of frozen sperm, frozen embryos, live mice or tissue samples (*Material*). The breeding, handling and storage of the *Material* shall comply with the established rules and regulations that apply in the country of the *Provider* or the *Distributor,* respectively.

Each *Recipient* who requests and receives *Material* from the *Distributor* hereby expressly agrees to the following conditions:

1. The *Material* is provided for non-commercial research and teaching purposes only. The *Recipient* must not transfer the requested *Material*, which is owned by the *Provider* and shall comprise any progeny, unmodified derivatives or original material contained in modifications thereof derived by inbreeding or crossbreeding, to any third party. In case *Recipient* of the mouse line is interested in the transfer of the requested *Material* or its progeny, unmodified derivatives or modifications derived by inbreeding or crossbreeding the *Recipient* has to obtain the prior consent of the *Provider* and Distributor of the *Material*.

2. The information made available by the *Distributor* to the *Recipient* along with and related to the *Material* is based on, to the best of *Distributor's* knowledge, the corresponding information given by the *Provider*.

3. *Material* is made available to *Recipient* on the condition that the *Recipient* reasonably proves their ability to comply with all relevant National, International and European rules with regard to the handling, breeding and manipulating the *Material* as evidenced by specific legal authorisations delivered by appropriate control bodies.

4. The *Material* provided to the *Recipient* is experimental in nature and may have hazardous properties. *Provider* and *Distributor* make no representations and extend no warranties of any kind, express or implied, as to the fitness of the *Material* for a particular purpose, or that the use thereof will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

5. Except where required to ensure that the transfer to, and use of, such *Material* by the *Recipient* does not infringe known third party intellectual property rights or where the *Recipient's* prior signature of a Material Transfer Agreement is required by the *Provider* before distribution of the *Material*, the *Distributor* does not restrict availability of the *Material* on the basis of intellectual property rights and shall not enforce any restrictions based on these rights other than prior signature of the *Provider's* Material Transfer Agreement.

6. The *Recipient* assumes all and any liability for damages, which may arise from their use, storage or disposal of the provided *Material*. The *Recipient* shall hold harmless the *Provider, Distributor* and the legal entity/entities operating the repository for any loss, claim or demand which could be raised by the *Recipient*, or made against the *Recipient* by any other party, due to, or arising from, the use, storage or disposal of the *Material* by the *Recipient*, except to the extent such loss, claim or demand is caused by the gross negligence or wilful misconduct of the *Provider* or *Distributor* or the legal entity operating the repository.

7. The *Material* is provided by the *Distributor* with a transmittal fee (consisting of appropriate shipping fees and a lump sum to recover costs and ensure that EMMA maintains sustainable archiving and distribution), which shall be paid by the *Recipient* to the *Distributor*. In the case of an order cancellation, the Distributor shall be entitled to charge the Recipient for the costs that may be incurred.

8. Any request received from the *Recipient* to use *Material* for a commercial activity shall be referred to the *Provider*. To avoid doubt, the *Distributor* shall not be involved in any negotiations between the *Provider* and *Recipient* in relation to use of the *Material* for any commercial activity.

9. The *Recipient* agrees to acknowledge the *Provider* and EMMA as *Distributor* in any publication or presentation reporting on research involving an EMMA strain.

10. The *Recipient* agrees that the *Distributor* is allowed to share the following information within EMMA: information about delay in payment and/or non-payment of agreed fees by *Recipient*.

Exhibit 6 - Annex G: UBMTA

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Standard Material Transfer Agreement

For the Transfer of Biological Materials
Between Non-profit Organizations

The Provider and Recipient identified below hereby agree to be bound by the terms set forth in the attached Exhibit A, and Exhibit B if applicable, to govern the transfer of the Original Material described herein. Each party represents that it has made no changes to the attached Exhibit A or Exhibit B as published by the Association of University Technology Managers and available on their website, except as modified by the checked boxes in Exhibit B.

☐ If checked, this Agreement is also subject to additional terms and conditions set forth on the attached Exhibit B. In the event of a conflict between any specific terms or conditions in Exhibit A and Exhibit B, Exhibit B shall govern.

Provider (the organization providing the Original Material)		**Recipient** (the organization receiving the Original Material)	
Name:		Name:	
Address:		Address:	

Provider Scientist		**Recipient Scientist**	
Name:		Name:	
Title:		Title:	

Original Material (description of the material being transferred)	**Shipping Address**	
	Name:	
	Address:	

Provider Authorized Signatory	**Recipient Authorized Signatory**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Exhibit A
Standard Terms

I. DEFINITIONS:

1. **Provider**: Organization providing the Original Material. The name and address of this party is specified on page 1 of this Agreement.

2. **Provider Scientist**: The name and address of this party is specified on page 1 of this Agreement.

3. **Recipient**: Organization receiving the Original Material. The name and address of this party is specified on page 1 of this Agreement.

4. **Recipient Scientist**: The name and address of this party is specified on page 1 of this Agreement.

5. **Original Material**: The description of the Material being transferred is specified on page 1 of this Agreement.

6. **Material**: Original Material, 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 not Modifications, Progeny, or Unmodified Derivatives.

7. **Progeny**: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

8. **Unmodified Derivatives**: Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

9. **Modifications**: Substances created by the Recipient which contain/incorporate the Material.

10. **Commercial Purposes**: The sale, lease, license, or other transfer 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 produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer 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.

11. **Nonprofit Organization(s)**: A university or other institution of higher education or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state or local jurisdiction's nonprofit organization statute. As used herein, the term also includes national, state or local government agencies.

II. TERMS AND CONDITIONS OF THIS AGREEMENT:

1. The Provider retains ownership of the Material, including any Material contained or incorporated in Modifications.

2. The Recipient retains ownership of: (a) Modifications (except that, the Provider retains ownership rights to the Material included therein), and (b) those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Original Material, Progeny, Unmodified Derivatives). If either 2 (a) or 2 (b)

results from the collaborative efforts of the Provider and the Recipient, joint ownership may be negotiated.

3. The Recipient and the Recipient Scientist agree that the Material:

   (a) is to be used solely for teaching and academic research purposes;

   (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;

   (c) is to be used only at the Recipient organization and only in the Recipient Scientist laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision; and

   (d) will not be transferred to anyone else within the Recipient organization without the prior written consent of the Provider.

4. 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. To the extent supplies are available, the Provider or the Provider Scientist agrees to make the Material available, under an agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at Nonprofit Organization(s)) who wish to replicate the Recipient Scientist's research; provided that such other scientists reimburse the Provider for any costs relating to the preparation and distribution of the Material.

5. (a) 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 Original Material only if those substances are not Progeny, Unmodified Derivatives, or Modifications.

   (b) Under an agreement at least as protective of the Provider's rights as this Agreement, the Recipient may distribute Modifications to Nonprofit Organization(s) for research and teaching purposes only.

   (c) Without written consent from the Provider, the Recipient and/or the Recipient Scientist may NOT provide Modifications for Commercial Purposes. It is recognized by the Recipient that such Commercial Purposes may require a commercial license from the Provider and the Provider has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the Modifications. Nothing in this paragraph, 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.

6. The Recipient acknowledges that the Material is or may be the subject of a patent application. Except as provided in this Agreement, 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. 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.

7. 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, and 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.

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

9. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider.

11. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material or the Modifications. The Recipient Scientist agrees to provide appropriate acknowledgement of the source of the Material in all publications.

12. The Recipient agrees to use the Material in compliance with all applicable statutes and governmental regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) on completion of the Recipient's current research with the Material, or (b) on thirty (30) days written notice by either party to the other, or (c) on the date specified in Exhibit B, provided that:

    (i) if termination should occur under 13(a) or (c) above, the Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material. The Recipient, at its discretion, will also either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications;

    and

    (ii) in the event the Provider terminates this Agreement under 13(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the Provider will defer the effective date of termination for a period of up to one year, upon request from the Recipient, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material. The Recipient, at its discretion, will also either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications.

14. Paragraphs 6, 9, and 10 shall survive termination.

Exhibit B
Optional Terms

If checked, the following terms apply to this Agreement:

☐ This Agreement shall terminate on _____. Upon termination, the Recipient will either destroy any remaining Material or return it to the Provider, as directed by the Provider.

☐ A transmittal fee of _____ shall be paid by Recipient to Provider, for preparation and distribution costs.

☐ The Recipient intends to use the Material for purposes including but not limited to those described below: _____

☐ To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about the Material that is stamped "Confidential" ("Confidential Information"). Any oral disclosures from Provider to Recipient shall be identified as being Confidential Information by notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Confidential Information does not include information that:

a. has been published or is otherwise publicly available at the time of disclosure to the Recipient;

b. was in the possession of or was readily available to the Recipient without being subject to a confidentiality obligation from another source prior to the disclosure;

c. has become publicly known, by publication or otherwise, not due to any unauthorized act of the Recipient;

d. Recipient can demonstrate it developed independently, or acquired without reference to or reliance upon Confidential Information; or

e. is required to be disclosed by law, regulation, or court order.

☐ Additional binding terms:

_____