COOPERATION AGREEMENT

EUROPEAN MOUSE MUTANT ARCHIVE (EMMA)

This COOPERATION AGREEMENT is made on November 1st 2007 between:

(1) **Consiglio Nazionale Delle Ricerche, Istituto di Biologia Cellulare** (hereinafter referred to as "CNR-IBC"), with registered offices located at Via Ramarini 32, 00016 Monterotondo Scalo, Italy;

(2) **Centre National de la Recherche Scientifique** (hereinafter referred to as "CNRS"), with registered offices located 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 Transgénèse et archivage d'animaux modèles (hereinafter referred to as "CNRS-TAAM");

(3) **Medical Research Council** (hereinafter referred to as "MRC"), whose main administrative address is located at 20 Park Crescent, London W1B 1AL, United Kingdom, acting on behalf of their Mammalian Genetics Unit (hereinafter referred to as "MRC-MGU"), Harwell, United Kingdom;

(4) **Karolinska Institutet** (hereinafter referred to as "KI"), with registered offices located at Nobels Väg 5, 17177 Stockholm, Sweden;

(5) **Fundação Calouste Gulbenkian** (hereinafter referred to as "FCG"), with registered offices located 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;

(6) **GSF – National Research Center for Environment and Health GmbH** (hereinafter referred to as "GSF"), with registered offices located at Ingolstaedter Landstraße 1, 85764 Neuherberg, Germany;

(7) **The European Molecular Biology Laboratory** (hereinafter referred to as "EMBL"), with registered offices located at Meyerhofstrasse 1, D-69117 Heidelberg, Germany, acting on behalf of the EMBL Outstation Hinxton - European Bioinformatics Institute (hereinafter referred to as "EMBL-EBI"), represented by [redacted] Deputy Administrative Director;

(8) **Genome Research Limited** (Otherwise referred to as Wellcome Trust Sanger Institute "WTSI"), a registered charity, with charity number 1021457, whose registered office is at the Gibbs Building, 215 Euston Road, London NW1 2BE, UK,

(9) **GIE-Centre Européen de Recherche en Biologie et en Médecine / Institut Clinique de la Souris** (GIE-CERBM/ICS), 1 rue Laurent Fries, BP 10142, 67404 ILLKIRCH Cedex, France

(10) **Consejo Superior de Investigaciones Cientificas** (hereinafter referred to as CSIC), Serrano 117, 28006 Madrid, Spain

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

[redacted]

Preamble

A. Teams from CNR-IBC, CNRS-TAAM, MRC-MGU, KI, FCG-IGC, GSF and EMBL-EBI have been working together, on an informal basis, to establish and operate a non-profit repository of mouse mutant strains called "The European Mouse Mutant Archive" ("EMMA");

B. The parties shown in (A) above plus WTSI, GIE-CERBM/ICS and CSIC now wish to formalise their working relationships in respect of the management, operation and future development of EMMA.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

Section 1: Definitions

Board of Participating Directors ('BPD') means the ultimate management and decision making body of EMMA established in accordance with Section 5.1.

Commercial means the transfer of intellectual property to a for-profit organisation (including but not limited to, by sale, lease, licence, by inclusion in further research for third parties or any other means including performing a contract research service) in such a way that a for-profit organisation is enabled to use such intellectual property.

Cooperation Agreement shall mean this cooperation agreement, including any amendments as agreed between the Partners in writing from time to time.

Defaulting Partner means a Partner breaching its obligations under this Cooperation Agreement.

Director shall mean the individual responsible for undertaking the activities shown in Section 5.4. The initial Director is named in Annex A.

Field means the cryopreservation, storage and distribution of mouse mutant strains.

Guiding Principles means the principles shown in Section 5.1.7 that will guide the BPD's decisions in relation to the management, operation and future development of EMMA.

Intellectual Property Rights or **IPR** means any rights relating to inventions, utility models, designs (including semiconductor topography rights and other industrial designs), scientific and technical works and discoveries (including scientific and technical information), trademarks, service marks and commercial names and designations, both registered and unregistered, either arising automatically at law, or arising further to any statutory procedure.

Legitimate Interest means a Partner's interest of any kind, particularly a commercial interest; to this end, the Partner must prove that failure, in any given instance, to take account of his interest would result in him suffering disproportionately great harm.

Objectives means the objectives set out in Section 2.1 (a) herein.

Partner or **Partners** means a party or the parties to this Cooperation Agreement.

Project Manager means the individual(s) that will assist the Director. The initial Project Manager(s) is/are named in Annex A.

[redacted]

Project Office means the office established by the Director to provide support for day-by-day administrative management of EMMA activities. The activities of the Project Office shall be managed by the Project Manager(s).

Provider means a party that deposits a specific mouse mutant strain into EMMA.

Recipient means a party requesting access to a specific mutant mouse strain held by EMMA.

Technical Working Group or **TWG** means the principal forum for the discussion and planning of EMMA activities established in accordance with Section 5.2.

Work Package means the collection of related EMMA activities to be undertaken by specific Partners as proposed by the Technical Working Group and/or the Director and decided by the Board of Participating Directors.

Work Package Leader means the individual responsible for co-ordinating the activities undertaken by a specific Work Package.

Section 2: Objectives, Purpose, Nature and Duration of the Agreement

2.1 Objectives and Purpose

(a) The objectives of the Partners under this Cooperation Agreement are to:

(i) manage, operate and continue to develop a world class repository for maintaining and distributing scientifically relevant mutant mouse strains and providing these in an efficient and timely manner to the scientific community;

(ii) manage and continue to develop EMMA procedures in order to facilitate deposition of medically relevant mutant mouse strains by the scientific community for cryopreservation and distribution by EMMA;

(iii) manage, operate and continue to develop a dedicated resource database, containing data of cryopreserved mutant mouse strains held by EMMA, to facilitate access by the scientific community to such mice;

(iv) conduct courses in cryopreservation in order to promote the use and dissemination of frozen mutant mouse embryos and spermatozoa by the scientific community; and

(v) develop links and common procedures with other repositories of medically relevant mutant mouse strains in order to facilitate access by the scientific community to mutant mouse strains held both within EMMA and such other repositories.

(b) To avoid doubt, the Partners agree that the Objectives shall not include:

(i) any obligation to deposit existing mutant mouse strains, or to create new mutant mouse strains for deposition, into EMMA; or

(ii) any research activity that may be conducted by a Partner on any mutant mouse strain submitted to or held within EMMA.

(c) The purpose of this Cooperation Agreement is to set forth the terms and conditions pursuant to which the Partners agree to operate in the performance of their respective tasks in order to achieve the Objectives.

2.2 Nature of the Agreement

(a) Nothing contained in this Cooperation Agreement shall constitute or be deemed to constitute either a partnership or any formal business organisation or legal entity between the Partners.

(b) Each Partner shall act as an independent entity and not as the agent of any of the other Partners. Nothing contained in this Cooperation Agreement shall be construed as constituting or organizing the sharing of profits or losses arising out of the efforts of any other Partner hereunder.

(c) To avoid doubt, any activity to be undertaken by a Partner in accordance with this Cooperation Agreement shall be subject to any mandatory laws, rules, regulations, policies or procedures applying to such Partner in their relevant jurisdiction. Nothing in this Cooperation Agreement shall be deemed to be an agreement to violate such laws, rules, regulations, policies or procedures.

(d) Any participation of a Partner as a member of EMMA requires the signature of this Cooperation Agreement.

2.3 Duration

(a) This Cooperation Agreement shall come into full force and effect as of the date of its signature by all of the Partners and shall continue in full force and effect until terminated in accordance with Section 15.

(b) For any additional partner ('New Partner') joining EMMA after this Cooperation Agreement first comes into force, the New Partner shall undertake to the Partners to perform and observe all provisions and obligations of this Cooperation Agreement as if the New Partner were named in the Cooperation Agreement with effect from the date of the New Partner's signature of this Cooperation Agreement.

Section 3: Organisation and Management Structure

3.1 General Structure

The organisation structure of EMMA shall comprise the following:

3.2 Representatives of the Partners

[redacted]

Section 4: Responsibility of each Partner

4.1 General Responsibilities

(a) Subject to the other provisions of this Section 4.1, each Partner hereby undertakes, with respect to the other Partners, to use all reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under this Cooperation Agreement, subject to necessary funding being available.

[redacted]

(d) To avoid doubt, no Partner will be required to submit any third party funding applications, enter into any third party funding agreements, incur any costs, or otherwise make any contributions to EMMA activities, by way of providing funds or otherwise, without such Partner's prior specific agreement on a case-by-case basis.

4.2 Responsibilities towards the Director, the Technical Working Group and the Board of Participating Directors

[redacted]

4.3 Obligations of the Partners towards each other

[redacted]

Section 5: Decision making and advisory bodies

5.1 The Board of Participating Directors (BPD)

[redacted]

[redacted]

5.1.3 Members

Each Partner shall be entitled to nominate one (1) representative to the Board of Participating Directors. Each representative will have the right to vote. Each representative to the BPD may nominate, to the Project Office, a proxy to participate and vote in their place at any meeting of the BPD. The initial Partners and representatives to the BPD are shown in Annex A.

5.1.4 Meetings

(a) Ordinary meetings of the Board of Participating Directors shall be convened at least twice a year. The Board of Participating Directors shall be formally convened and chaired by the Director. The Director shall provide an agenda to all the Partners representatives not later than fourteen (14) days in advance of the relevant meeting. Any decision requiring a vote must be identified as such on the agenda, unless there is unanimous consent to vote on a decision at that meeting and all Partners representatives are present or duly represented.

(b) Extraordinary meetings of the Board of Participating Directors may be convened by the Director or at the request of a majority of the Partners. The Board of Participating Directors may in extraordinary cases take decisions through the Director consulting with all members via teleconference and/or via email, phone, etc. Where the BPD decides via telephone, all voting must be confirmed to the Director in writing (email, letter or fax).

5.1.5 Rules of voting

[redacted]

5.1.6 Minutes of Meetings

(a) Minutes of the meetings of the Board of Participating Directors shall be prepared by the Director and submitted to all Partners by email without undue delay. Partners shall acknowledge receipt of the minutes of Board of Participating Directors meetings by a requested email read receipt.

(b) Minutes of a meeting of the BPD shall be considered to be accepted if, within fifteen (15) calendar days from acknowledgement of receipt, no Partner has objected to such minutes in a traceable form to the Director.

[redacted]

(c) Where any Partner shall have objected to the minutes of a meeting of the BPD, the Director shall have a further seven (7) calendar days within which to issue amended minutes, or to respond to such Partner explaining the refusal to do so. In the event of continuing disagreement, the Director shall request that all members of the Board of Participating Directors vote on whether to accept the minutes. The minutes shall be considered as accepted on the basis of a two third (2/3) majority of the members of the BPD who attended the meeting covered by such minutes.

5.1.7 Guiding Principles

[redacted]

[redacted]

5.2 The Technical Working Group (TWG)

5.2.1 Role and Rules of Voting

[redacted]

[redacted]

5.2.2 Members

[redacted]

5.2.3 Meetings

[redacted]

5.2.4 Minutes of Meetings

[redacted]

5.3 Board of Participating Directors and Technical Working Group Meetings

[redacted]

5.4 Director

5.4.1 Selection and Responsibilities of the Director

[redacted]

5.4.2 No power of representation

[redacted]

5.4.3 Project Office

(a) The Director shall be responsible for establishing the Project Office. The Project Office shall consist of the Project Manager(s) and any other specialist staff as may be provided by the Partner organisation of the Director. The activities of the Project Office shall be managed by the Project Manager(s).

[redacted]

5.5 Work Packages

(a) As required, the Director and/or the TWG shall make proposals to the BPD with respect to the establishment of specific Work Package(s). The role of such Work Packages(s) will be to undertake specific EMMA activities necessary to achieve the Objectives.

[redacted]

5.6 Evaluation Committee

5.6.1 Role and Procedures

[redacted]

5.6.2 Members

(a) The Evaluation Committee shall consist of six (6) experts in the field of mouse genetics selected from the Partners and third parties by the BPD. To avoid doubt, no member of the BPD or the TWG can also be a member of the Evaluation Committee.

(b) The members of the Evaluation Committee will be scientists with good expertise in different areas within the mouse genetics field. This shall include expertise in one or more of the following areas:

[redacted]

(c) The initial members of the Evaluation Committee are shown in Annex A.

(d) Prior to receipt of any Confidential Information, including any submission form(s) under Section 5.6.1 (b), each third party member of the Evaluation Committee shall sign a confidentiality agreement, approved by the Board of Participating Directors, which ensures compliance with Section 7 of this Cooperation Agreement.

5.7 Advisory Board

5.7.1 Meetings and Membership

The Advisory Board will consist of third party individuals who are experts in the field of modern mammalian genetics and animal welfare. Individuals will be invited to become members of the Advisory Board by the Board of Participating Directors and the Advisory Board shall meet at least once a year. Matters of confidentiality shall be observed and all members shall be required to sign a confidentiality agreement.

5.7.2 Role and Relation the other EMMA Management Bodies

[redacted]

Section 6: Costs

(a) Each Partner shall bear its own costs incurred in connection with the performance of their own obligations under this Cooperation Agreement, including carrying out any tasks required to achieve the Objectives.

(b) Subject to the provisions of Section 4.1 (d), each Partner shall be responsible for making available sufficient resources (funds, staff, premises, etc) that are reasonably necessary for such Partner to perform and fulfil their obligations under this Cooperation Agreement.

Section 7: Confidentiality

(a) All information or data provided by either:

(i) a Partner under this Cooperation Agreement; or
(ii) a third party wishing to deposit a mouse strain into EMMA;

shall be regarded to be confidential ("Confidential Information"), unless the party disclosing such information has agreed otherwise in writing or as determined otherwise in this Cooperation Agreement. Confidential Information shall include the identity of the party requesting mouse resources from EMMA unless such information is inquired by the depositing party.

(b) Excepted from the secrecy obligation shown in Section 7 (a) is such information provided by a Partner that, as can be established by competent proof:

(i) was known, other than under binder of secrecy or non-use to the disclosing Partner, by the receiving Partner prior to its submission by the disclosing Partner, or
(ii) has become generally publicly available either prior to or after its disclosure to the receiving Partner other than through acts attributable to the receiving Partner; or
(iii) was lawfully obtained from a third party that the receiving Partner reasonably believes is not under a similar obligation of confidentiality to the disclosing Partner; or
(iv) was developed independently by employees and/or agents of the receiving Partner who had no access to the information received from the disclosing Partner,
(v) was communicated to comply with applicable laws or regulations or with a court of administrative order provided that insofar as reasonably possible the complying Partner shall have informed the owner of the information of such need and shall have complied with such owner's reasonable instructions designed to protect the confidentiality of such information.

Section 8: Liabilities

8.1 Liability of the Partners towards each other

[redacted]

8.2 Indemnification in the event of claims between the Partners

[redacted]

8.3 Liability towards third parties

[redacted]

Section 9: Defaults and Remedies

[redacted]

Section 10: Force Majeure

(a) Where a Partner shall, as a result of circumstances out of its control and which it is not reasonably able to overcome, be unable to perform, or shall be delayed in the performance of, any obligation hereunder or pursuant to this Cooperation Agreement, such non-performance or delay on the part of such Partner shall be deemed not to be a breach of such obligation on the part of such Partner.

[redacted]

[redacted]

Section 11: Intellectual Property Rights

[redacted]

Section 12: Publications and Press Releases

[redacted]

[redacted]

Section 13: Identification of Restrictive Commitments:

[redacted]

Section 14: Assignment

(a) No Partner shall, without the prior written consent of the other Partners, partially or totally assign or otherwise transfer any of its rights and obligations under this Cooperation Agreement. Such consent shall not be unreasonably withheld.

(b) To avoid doubt, nothing in this Cooperation Agreement shall prevent a Partner from partially or totally assigning or otherwise transferring any of its rights with respect to any mouse mutant strains that it owns and which have been deposited into EMMA, provided that such Partner uses all reasonable endeavours to ensure that such strains can continue to be distributed by EMMA in accordance with this Cooperation Agreement.

[redacted]

Section 15: Termination

15.1 Rules for Termination

(a) Where the BPD decides to terminate EMMA in accordance with Section 5.1.2 (g), this Cooperation Agreement shall automatically terminate, provided that decisions can be reached by the Partners with respect to the modalities of termination such as, but not limited to, any further agreements as may be reasonably needed to allow the continuation of ongoing EMMA-related activities.

(b) Each Partner shall be entitled to withdraw from this Cooperation Agreement, provided they give six (6) calendar months prior written notice to the Director of such planned withdrawal.

[redacted]

15.2 Termination due to Bankruptcy or Liquidation

[redacted]

15.3 Continuance of Regulations

The provisions of Sections 1, 4.3.(c), 7, 8, 11, 12, 15 and 16 shall survive the expiration or termination of this Cooperation Agreement to the extent needed to enable the Partners to pursue the remedies and benefits provided for in those Sections.

[redacted]

Section 16: Settlement of Disputes

Section 17: Language

This Cooperation Agreement is drawn up in English, which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Section 18: Applicable Law

(a) This Cooperation Agreement shall be construed according to and governed by the law of Germany.

(b) No Partner shall be required to take any action or do any thing under this Cooperation Agreement which would be prohibited under the general law and legislation applicable in the country(ies) governing their organisation. To avoid doubt, where the undertaking of any action or obligation required under this Cooperation Agreement is prohibited by such applicable general law or legislation, the provisions of Section 19 (a) will apply.

Section 19: Severability and Amendments

(a) Should any provision of this Cooperation Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, this shall not affect the validity of the remaining provisions of this Cooperation Agreement. In such case, any Partner shall be entitled to demand that a valid and practicable provision be negotiated which most fulfils the purpose of the invalid or impracticable provision.

(b) Except for modifications to Annex A, any amendments or changes to this Cooperation Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Partners.

Section 20: Non-waiver

Failure or omission by a Partner at any time to enforce or require strict or timely compliance with any provision of this Cooperation Agreement shall not affect or impair that provision in any way or the rights of that Partner to avail itself of the remedies such Partner may have in respect of any breach of any such provision.

Section 21: Counterparts

This Cooperation Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one and the same instrument.

SIGNATURES

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
Consiglio Nazionale Delle Ricerche, Istituto di Biologia Cellulare Monterotondo Scalo

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
Centre National de la Recherche Scientifique

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

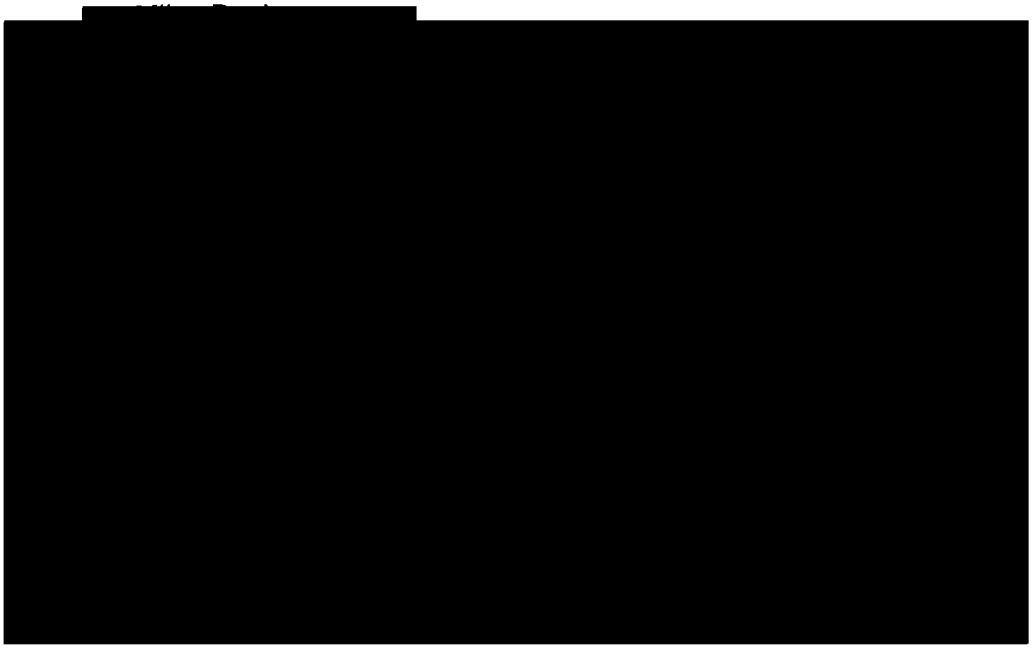
Authorized to sign on behalf of
Medical Research Council

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
Karolinska Institutet

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
Karolinska Institutet



AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
Fundação Calouste Gulbenkian Oeiras

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
GSF – National Research Center for Environment and Health, GmbH

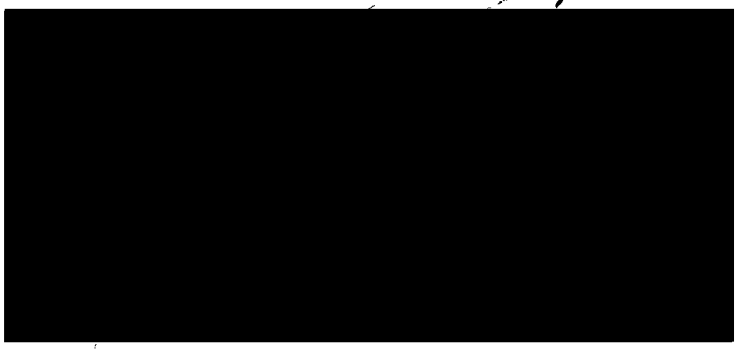
AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorized to sign on behalf of
European Molecular Biology Laboratory

[redacted]

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the under-signed authorised representatives the day and year first above written.

Authorized to sign on behalf of
Genome Research Limited



AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the under-signed authorised representatives the day and year first above written.

Authorized to signed on behalf of
GIE-Centre Européen de Recherche en Biologie et en Médecine (GIE-CERBM)

[redacted]

[redacted]

AS WITNESS the Partners have caused this Cooperation Agreement to be duly signed by the under-signed authorised representatives the day and year first above written.

Authorized to sign on behalf of CSIC

ANNEX A: INITIAL MEMBERS OF EMMA MANAGEMENT BODIES

(i) Initial members of the Board of Participating Directors

Partner	Representative
CNR-IBC	[redacted]
CNRS-TAAM	[redacted]
MRC-MGU	[redacted]
KI	[redacted]
FCG-IGC	[redacted]
GSF	[redacted]
EMBL-EBI	[redacted]
WTSI	[redacted]
GIE-CERBM / ICS	[redacted]
CSIC	[redacted]

* Denotes EMMA director

(ii) Initial members of the Technical Working Group

Partner	Name
CNR-IBC	[redacted]
	[redacted]
	[redacted]
CNRS-TAAM	[redacted]
	[redacted]
MRC-MGU	[redacted]
	[redacted]
KI	[redacted]
	[redacted]
FCG-IGC	[redacted]
	[redacted]
	[redacted]
GSF	[redacted]
	[redacted]
	[redacted]
EMBL-EBI	[redacted]
	[redacted]
WTSI	[redacted]
	[redacted]
GIE-CERBM / ICS	[redacted]
CSIC	[redacted]

* Denotes project manager

(iii) Initial members of the Evaluation Committee

Partner/Third Party	Name
GSF	[redacted]
	[redacted]
MRC-MGU	[redacted]
	[redacted]
Institute Pasteur	[redacted]
University of Limoges	[redacted]

[redacted]

(iv) Initial members of the Advisory Board

Third Party	Name
TJL	[redacted]
Fleming Institute	[redacted]
MPI for Immunology	[redacted]
HZI	[redacted]
NKI	[redacted]
Institute Pasteur	[redacted]
ICR	[redacted]
University of Cologne	[redacted]

(v) Initial Work Package Leaders

Work Package	Partner	Name
Cryopreservation	GSF	[redacted]
Distribution	MRC-MGU	[redacted]
Axenic Service	ICG-FCG	[redacted]
Database development	EMBL-EBI	[redacted]
Training courses	CNR-IBC	[redacted]

(vi) Initial Director and Project Manager(s)

The initial Director will be: [redacted]

The initial Project Manager will be: [redacted]

[redacted]

Annex B: LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE TRANSFER OF MUTANT MOUSE LINES TO THE EUROPEAN MOUSE MUTANT ARCHIVE

The **E**uropean **M**ouse **M**utant **A**rchive (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 http://www.emmanet.org.

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 and acts as the distributor of mouse lines stored with EMMA (*Distributor*).

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

The *Provider*, who submits *Material* to EMMA, 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. To avoid doubt, at the written request of the *Provider*, initial distribution of the *Material* may be delayed for a period of 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 institution, 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*.

3. 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 90/679/EEC, amended by Directive 93/88/EEC).

4. All relevant non-confidential information about the *Material* shall be provided by the *Provider* to the *Distributor*. This information is made accessible via the EMMA and IMSR (International Mouse Strain Resource) homepage to the best of the *Distributor's* knowledge.

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

6. The *Distributor* reserves the right to withdraw the *Material* from the archive 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 archive for any reason.

7. 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 archive, 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. [redacted]

8. 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* 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.*

9. If requested by the *Provider* in writing, the *Distributor* shall report in writing to the *Provider* on an agreed basis concerning the requests fulfilled by the *Distributor* with respect to the *Material* deposited by such *Provider.*

10. 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. [redacted]

Annex C: LEGALLY BINDING GENERAL CONDITIONS CONCERNING THE REQUEST AND TRANSFER OF MUTANT MOUSE LINES FROM THE EUROPEAN MOUSE MUTANT ARCHIVE

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A list of the available mutant mouse lines is regularly updated and available at http://www.emmanet.org.

EMMA-maintained lines are supplied to interested institutions/investigators, for use in non-Commercial activities only, 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 and acts as the distributor of mouse lines stored with EMMA (*Distributor*).

Where applicable, the *Distributor* will furbish to the recipient institution, 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 have been received by the *Distributor*.

Depending on the mouse line, the requested material may consist of frozen sperm, frozen embryos or live mice (*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.

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.

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