

Agreement for the Transfer of Material(s) to the Mutant Mouse Resource & Research Centers

Definitions:

DONOR: Organization contributing material(s) to the MMRRC.

DONOR SCIENTIST: Donor organization's scientist

MMRRC: Mutant Mouse Resource & Research Centers.

MMRRC CENTER: A MMRRC Facility/Institution storing and shipping MMRRC material(s).

MMRRC ICSC: The MMRRC Informatics, Coordination and Service Center.

MMRRC CC: The MMRRC Coordinating Committee responsible for accepting and assigning incoming mouse strains, cell lines, and related products.

RECIPIENT: Scientist and Scientist's organization requesting and receiving MMRRC material(s).

DONOR is providing the following Mouse Strain(s), cell lines, and/or related materials:

MMRRC Strain ID: _____ (hereinafter referred to as MATERIAL);

1. The above MATERIAL is the property of the DONOR and is made available to the MMRRC to facilitate distribution to a RECIPIENT as a service to the research community. The DONOR represents to the best of their knowledge and belief that they have the legal right to distribute the MATERIAL, and hereby grants to the MMRRC and MMRRC CENTERS a non-exclusive license to make, breed, use, and sell MATERIAL to the biomedical research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.** The MMRRC will require that the MATERIAL be used for biomedical research purposes only.
3. "COMMERCIAL USE" means the use, sale, lease, license or other exploitation of the MATERIAL by the RECIPIENT for an individual, corporation or organization for profit or other commercial benefit, including, but not limited to use of the MATERIAL by RECIPIENT; to perform contract research or provide research services, to produce or manufacture products for general sale, or provide research services to any individual, corporation or organization that result in any sale, lease, license or commercial benefit. However, industry sponsored academic research shall not be considered a COMMERCIAL USE of the MATERIAL per se, unless any of the above conditions of this definition are met.
4. The DONOR hereby elects **one of the following options** for the types of RECIPIENTS which MMRRC may distribute the MATERIAL to [check box for **either** option (i), (ii), **or** (iii)]:
 - (i) RECIPIENTS that are academic, non-profit, or for-profit organizations who agree to be bound by the terms of the MMRRC COU:
https://www.mmrrc.org/cou/cou_details.php?cou=MMRRC-COU ("MMRRC COU")
 - (ii) RECIPIENTS that are academic or non-profit organizations who agree to be bound by the terms of the MMRRC COU.
 - (iii) RECIPIENTS that are a) academic or non-profit organizations who agree to be bound by the terms of the MMRRC COU, or b) companies and for profit-organizations that require use of the MATERIAL for any purpose and any party that requires use of the MATERIAL for COMMERCIAL USE (each a "COMPANY") only if a commercial license agreement is in place between the DONOR and the COMPANY.
5. The MATERIAL is provided by the DONOR at no cost.
6. If the DONOR elects (i) or (ii) above distribution of the MATERIAL to a RECIPIENT shall be with deemed agreement to the MMRRC COU.

The MMRRC will not accept any changes or modifications to this Agreement.

7. If the DONOR elects option (iii) above, the MMRRRC CENTER to which the MATERIAL is assigned will facilitate distribution of the MATERIAL to a COMPANY as follows:
 - a) if the party requesting the MATERIAL is a COMPANY, MMRRRC CENTER will suspend delivery of the MATERIAL and refer the COMPANY to the DONOR to inquire about obtaining a commercial license agreement
 - b) MMRRRC CENTER will release MATERIAL to the COMPANY only with written approval of DONOR, (e.g., such as after a commercial license agreement has been executed between DONOR and COMPANY).
 - c) MMRRRC CENTER will maintain records of such written approvals.
8. If the DONOR elects option (iii) above, DONOR agrees as follows:
 - a) The DONOR will provide the MMRRRC CENTER with current details of a contact and position that will respond promptly to all commercial license agreement inquiries.
 - b) The DONOR will respond promptly to all COMPANY inquiries and will make a good faith effort to either finalize a commercial license agreement or will advise MMRRRC CENTER that they have been unable to come to terms with COMPANY.
 - c) The DONOR will provide to the MMRRRC CENTER a termination date for each commercial license agreement and may revise this date by written notice to the MMRRRC CENTER.
 - d) The DONOR will advise the MMRRRC CENTER if they have included the use of a contract research provider in a commercial license agreement.
 - e) The MMRRRC CENTER will collect a nominal fee from the RECIPIENT for tracking and handling licensed strains. The fee will be set separately by each MMRRRC CENTER.
 - f) The DONOR represents that they have read the MATERIAL commercial license agreement guidelines attached as Schedule A.
9. MMRRRC acknowledges, and will require RECIPIENTS to acknowledge, that MATERIAL delivered pursuant to this Agreement is experimental in nature and may have hazardous properties. RECIPIENTS WILL ACKNOWLEDGE THAT THE DONOR AND MMRRRC MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING 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, MMRRRC will require that RECIPIENTS assume all liability for claims and damages incurred by third parties which may arise from the RECIPIENTS' use, storage or disposal of the MATERIAL. The MMRRRC will require RECIPIENTS to use the MATERIAL in compliance with all applicable statutes and regulations, including, for U.S. RECIPIENTS, applicable U.S. Federal statutes and Public Health Service policies for the use and care of laboratory animals (see, e.g., 7 USC 2131 et. Seq.). Non-U.S. RECIPIENTS will be required by MMRRRC to agree to adhere to all applicable governmental standards for humane care and use of animals and represent that they have appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care and use of research animals.
11. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

An AUTHORIZED DONOR OFFICIAL (e.g., a technology licensing official) and DONOR SCIENTIST must sign and return this letter to the MMRRRC ICSC. The MMRRRC will subsequently return one executed

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copy of this letter to the DONOR. The DONOR can then contact the assigned MMRRRC CENTER to transfer the MATERIAL.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

Organization: _____
Scientist: _____
Address: _____
Telephone: _____ Fax: _____
E-mail: _____

Certification of Authorized DONOR Official:

Signature of Authorized Donor Official Date

Name of Authorized Donor Official

Title of Authorized Donor Official

E-mail of Authorized Donor Official

Certification of Donor Scientist:

I have read and understood the conditions outlined in this Agreement.

Signature of Donor Scientist Date

Name of Donor Scientist

Please send completed form to:

MMRRRC ICSC -- Strain Donation Coordinator
University of California, Davis
2795 Second Street, Suite 400
Mouse Biology Program
Davis, CA 95618
FAX: 530-757-3284
Email: sacoord@mmrrc.org

AUTHORIZED MMRRRC SIGNATURE:

Signature of Authorized MMRRRC Official: Dianna L. Francis
Title of Authorized MMRRRC Official: Intellectual Property Officer III, Contracts Team Lead

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Schedule A - Mouse Model License Guidelines:

The following are advisory and provided for information only regarding the commercial terms of mouse model licenses:

1. Clearly define the mouse model in the agreement including the repository strain ID number and include progeny of any kind in the definition.
2. State that the license fee is separate and in addition to any fees that the MMRRC will charge to supply the mouse model.
3. Typical grant of rights are for research and development purposes, however licensor may include right to provide services for research and development purposes (optionally for an additional fee or royalty).
4. The number of mice to be supplied under the license is typically not limited and the licensee can purchase the number of mice they need.
5. Some licensees may require the right to establish their own colony of the mice.
6. Licenses may include the right to use a contract research organization either as a general provision or may identify specific contract research provider.
7. Licenses typically have an upfront fee that cover a fixed term of one or more years.
8. Licenses typically include a termination date when the licensee will cease to use the mice.

Name and email of licensing contact:

The MMRRC will not accept any changes or modifications to this Agreement.