

## **Agreement for Requesting Stocks of the Sanger Institute from the Mutant Mouse Regional Resource Centers**

### **Definitions:**

DONOR: Genome Research Limited

MMRRC: Mutant Mouse Regional Resource Centers.

MMRRC CENTER: 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.

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

In response to RECIPIENT'S request for the following Mouse Stock(s) and/or related materials:

MMRRC Strain ID: \_\_\_\_\_ (hereinafter referred to as MATERIAL), the MMRRC CENTER requires that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL.

1. The above MATERIAL is the property of the DONOR and is made available through the MMRRC to the RECIPIENT as a service to the research community.
- 2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.**
3. The MATERIAL will be used for internal non-commercial research purposes only.
4. The MATERIAL obtained from the MMRRC CENTER by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the MMRRC. To the extent supplies are available, the MMRRC agrees to make the MATERIAL available, under a separate Agreement, to other scientists.
5. The RECIPIENT agrees to acknowledge the DONOR of the MATERIAL and the MMRRC in any presentations and publications reporting use of the MATERIAL. Other than as set out in this Agreement, the RECIPIENT agrees not to use the name of the DONOR in any public announcement, without the DONOR's consent.
6. All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the use of the MATERIAL by the RECIPIENT shall belong to the RECIPIENT. The DONOR and the MMRRC shall have no right or license in respect of such intellectual property rights, results, data and/or discoveries.
7. "INVENTION" shall mean a patentable invention developed by the RECIPIENT in the course of using the MATERIAL that relates directly and principally to the MATERIAL itself. If the RECIPIENT files any application for a patent in respect of an INVENTION, the RECIPIENT agrees that it will not assert such patent to prevent Sanger and MMRRC from continuing to distribute the MATERIAL to third parties for non-commercial research purposes.
8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE DONOR AND MMRRC MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SAFETY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, the RECIPIENT assumes all liability for claims, losses, costs and damages brought against it by third parties, which may arise from the RECIPIENT's use, storage or disposal of the MATERIAL.
9. The RECIPIENT agrees 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 7 USC 2131 et. Seq.). Non U.S. RECIPIENTS agree to adhere to all applicable governmental standards for humane care and use of animals and assures the MMRRC Center that it has 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 of the use of research animals.
10. The MATERIAL is provided by the MMRRC CENTER with a transmittal fee solely to reimburse the MMRRC CENTER for its preparation and distribution costs (excluding freight charges). Charges for freight shipping must be paid by the RECIPIENT.

An AUTHORIZED RECIPIENT OFFICIAL (e.g., a technology licensing officer) and RECIPIENT SCIENTIST must sign and return two copies of this letter to the MMRRRC before the MMRRRC CENTER will send the MATERIAL to the RECIPIENT. The MMRRRC CENTER will subsequently return one executed copy of this letter to the RECIPIENT.

**RECIPIENT INFORMATION and AUTHORIZED RECIPIENT SIGNATURE** (Incomplete information could delay order)

Organization \_\_\_\_\_

Scientist: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Certification of Authorized Recipient Official:** I agree that the MATERIAL is being provided for internal non-commercial research purposes only. I also agree that prior to any commercial use, I shall first obtain appropriate consent for such commercial use.

\_\_\_\_\_  
Signature of Authorized Recipient Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Recipient Official

\_\_\_\_\_  
Title of Authorized Recipient Official

\_\_\_\_\_  
E-mail of Authorized Recipient Official

**Certification of Recipient Scientist:**

I have read and understood the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the MATERIAL.

\_\_\_\_\_  
Signature of Recipient Scientist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Recipient Scientist

Please send two (2) executed originals to the MMRRRC ICSC at the following address. The ICSC will process your request and forward to the appropriate MMRRRC CENTER:

**MMRRRC ICSC Customer Service  
Box 606 c/o The Jackson Laboratory  
610 Main Street Bar Harbor, ME 04609  
FAX: 207-288-6150**

**For MMRRRC Use Only:**

**MMRRRC CENTER INFORMATION and AUTHORIZED MMRRRC CENTER SIGNATURE**

Name and Address of Assigned MMRRRC CENTER is checked:

University of North Carolina, Chapel Hill MMRRRC  
B-13 Berryhill Hall 219H  
CB# 7519  
Chapel Hill, NC 27599

University of Missouri MMRRRC  
4011 Discovery Drive  
Columbia, MO 65201

University of California at Davis MMRRRC  
c/o Center for Comparative Medicine  
One Shields Avenue  
Davis, CA 95616

\_\_\_\_\_  
Signature of Authorized MMRRRC CENTER Official

\_\_\_\_\_  
Date

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Name of Authorized MMRRRC CENTER Official

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Title of Authorized MMRRRC CENTER Official

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E-mail