

Collaboration Agreement

between

the members of the German Mouse Clinic

- hereinafter referred to as GMC-

represented for the purposes of this Agreement by
Helmholtz Zentrum München
Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)
Ingolstädter Landstr. 1
85764 Neuherberg
Germany

- hereinafter referred to as HMGU -

and

[Mouseprovider name]
[Mouseprovider address]
[Mouseprovider city and zip code]
[Mouseprovider country]

- hereinafter referred to as MOUSEPROVIDER -

Preamble

The GMC is a project within the German National Genome Research Network and located at the site of HMGU, headed by its Institute of Experimental Genetics. The GMC is operated by HMGU, Technische Universität München (TUM), Ludwig-Maximilians-Universität München (LMU), Rheinische Friedrichs-Wilhelms-Universität Bonn (FWU), the University of Heidelberg (RKU) and the Helmholtz Centre for Infection Research (HZI).

The GMC offers examination of mouse mutants using a broad standardized phenotypic check-up in a primary screen and advanced screens as the case may be. The MOUSEPROVIDER has created a certain MOUSELINE and wishes it to be screened in the GMC. GMC and MOUSEPROVIDER therefore intend to enter into a scientific collaboration with the aim to phenotypically characterize specific MOUSELINES.

Therefore, for and in consideration of the foregoing, HMGU on behalf of GMC and MOUSEPROVIDER agree as follows:

1. The Parties Obligations

- (1) The MOUSEPROVIDER shall deliver the following to GMC:
 - 80 mice (40 male/40 female; genotype cleared: 50 % mutants, 50% wild types; seven weeks old; of the following strain (high number is necessary to ensure the optimal performance of the screen):
_____ (hereinafter referred to as the "MOUSELINE");
 - the duly completed request form (see section "requests" on www.mouseclinic.de) concerning distinctive features of the phenotype;
 - an overview about the MOUSELINE and its specific mutation (according to the example provided on www.mouseclinic.de);
 - a publication list about the MOUSELINE and copies of three of the most important publications (if publications exist);
 - a health report according to the FELASA rules (see section "info" on www.mouseclinic.de).
- (2) MOUSELINES entering the GMC are, unless otherwise explicitly agreed upon, examined in a primary screen. The primary screen comprises a standardized phenotypic check-up (see section "research" on www.mouseclinic.de for further details). Appropriate data shall be delivered to the MOUSEPROVIDER in form of a final report.
- (3) In case a full primary screen is not feasible because of the MOUSELINE's condition, it is possible to agree upon a specific set of screens. In case a specific screen is the specific research area of the MOUSEPROVIDER, it might be excluded from the primary screen. Such specifications shall be made in a separate letter and attached to this Agreement as an Annex.
- (4) Interesting outliers uncovered by the primary assays can be subjected to more detailed analysis in a secondary and tertiary screen. Such screens require a separate written agreement between the Parties.

2. Restrictions

- (1) The GMC shall use the MOUSELINE solely in the scope of this Agreement.
- (2) The GMC is not entitled to release the MOUSELINE to any person or entity other than members of the GMC.
- (3) The GMC shall be entitled to keep a part of the mice's tails for its own archives and tissue samples for own academic research.

3. Confidentiality

- (1) All information generated under this Agreement shall be regarded to be confidential, unless the Parties have agreed otherwise in writing or is determined otherwise in this Agreement.
- (2) Excepted from this secrecy obligation is such information which, as can be established by competent proof,
 - was known, other than under binder of secrecy or non-use to the disclosing party, prior to its submission by the respective other party, or
 - has passed into the public domain prior to or after its disclosure to the party other than through acts attributable to the party; or
 - was subsequently lawfully obtained from a third party not acquiring the information under an obligation of confidentiality from the disclosing party; or

- has been or will be developed independently by employees of the disclosing party who, as can be established by competent proof, had no access to the confidential information received from the respective other party.

4. Findings

- (1) Findings shall mean all new results related to the MOUSELINE's phenotype as generated during the screening process in the framework of this Agreement and as laid down in the final report. Findings shall be deemed to be new if the overview mentioned in Section 1 (1) does not display these characteristics as scientifically confirmed or proof of such confirmation cannot be shown by the MOUSEPROVIDER retrospectively.
- (2) Findings shall not include improvement of existing technologies or methods, new technologies or methods or know-how and inventions reached during the screen related to the screening itself, which shall be the sole property of GMC.
- (3) Both Parties shall have the right to use Findings for academic research and teaching purposes on a perpetual, non-exclusive, non-royalty-bearing basis.

5. Publications

- (1) The Parties will publish Findings related to the MOUSELINE in common and by mutual agreement. Authors of such publication will be determined according to Regulations for Good Scientific Practice. In principle, the GMC team (the respective GMC scientists as the ones who achieved the particular published results, the director, the scientific technical head and the scientific administrative head) and the MOUSEPROVIDER scientist(s) shall be named.
- (2) GMC shall be named as performer of the screen in all publications and the GMC logo (downloadable under section "Downloads" on www.mouseclinic.de) shall be displayed on all presentations and posters.
- (3) The intended publication shall be evaluated for potential intellectual property rights, for example by the Technology Transfer unit of the German National Genome Research Network, which offers a publication screen as a service.
- (4) The Parties shall delay publications up to six months on the respective other Parties request. The Parties shall execute this right only for good reasons, e.g. for the intended application of intellectual property rights or compiling additional research results.
- (5) Findings may be uploaded to the non commercial database Europhenome Mouse Phenotyping Resource (www.europhenome.org) after a period of six months from the date of final reporting at the latest. During preparation of a joint publication and/or application for intellectual property rights protection the respective gene name may be replaced by a placeholder in the database until the publication and/or application is completed.

6. Intellectual Property Rights

- (1) The Federal Ministry of Education and Research as the sponsor of GMC insists on seeking for intellectual property rights protection and the exploitation of results. Therefore, the Parties will seek intellectual property rights protection for Findings if reasonable.
- (2) Intellectual property rights shall be owned jointly by the Parties. They shall decide jointly about the filing of intellectual property rights applications. The Parties shall enter into a separate agreement settling the terms and conditions of the application

in detail. The same shall apply for the terms and conditions of exploitation of such intellectual property rights.

- (3) Each Party shall retain title to any intellectual property right (including any know-how, technology or invention) owned prior to this Agreement or which it has developed independently of the collaboration under this Agreement.

7. Warranty and Liability

- (1) GMC expressly disclaims any warranty for the screens. All Findings and Results are provided without any warranty of any kind, either express or implied, including the case that distinctive features of the screened MOUSELINE might not be discovered. GMC is in no way liable for any use the MOUSEPROVIDER shall make of the results or any damage that might result from MOUSEPROVIDER's use of the provided Findings and Results.
- (2) MOUSEPROVIDER shall hold harmless GMC and its respective directors, officers and employees for any loss, claim or demand which could be raised by the MOUSEPROVIDER, or made against the MOUSEPROVIDER by any other party, due to, or arising from, the use of the Findings and Results by the MOUSEPROVIDER, except to the extent caused by the gross negligence or wilful misconduct of the GMC.
- (4) MOUSEPROVIDER declares that at the time of disposal he is not aware of any rights of third parties which could be affected by the transfer to and use by GMC under this Agreement. The MOUSEPROVIDER shall hold harmless from and indemnify GMC's operating institutions and scientists against any claims, demands, suits, legal actions, costs, expenses etc. which could be made by any other party against GMC's operating institutions and scientists, due to or arising from, the use of the MOUSELINE in the scope of this Agreement.

8. Termination

- (1) This Agreement shall become effective on the date of the last signature to it.
- (2) The Parties shall have the right to terminate the Agreement within a period of four weeks prior notice to the beginning of the screen. Such termination has to be made in writing.
- (3) Any termination of this Agreement shall not affect the Parties rights or obligations already established hereunder, in particular with regard to provisions concerning Confidentiality, Findings and Results, Publications and Warranty and Liability.

9. Applicable Law and Jurisdiction

- (1) This Agreement shall be constructed according to the Laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles.
- (2) Any dispute arising from the interpretation and implementation of this Agreement, which cannot be settled amicably, shall be brought before a competent court of first instance in the city of Munich, Federal Republic of Germany.

10. Miscellaneous

- (1) Sections 4 to 8 shall not apply to members of GMC if these members are MOUSEPROVIDER; in this case the conditions of the Cooperation Agreement shall prevail.
- (2) Any rights or obligations hereunder shall not be transferred to third parties.
- (3) Should any provision of this Agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of

an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes closest to the one actually agreed upon; the same shall apply in case of an omission.

- (4) This text contains the entire Agreement between the parties; any amendments of the Agreement have to be made in writing, including the amendment of this provision.

Neuherberg, _____

_____, _____

Helmholtz Zentrum München
on behalf of members of GMC

MOUSEPROVIDER

Helmholtz Zentrum München
authorized representatives

MOUSEPROVIDER
authorized representatives

Martin Hrabè de Angelis
Head of German Mouse Clinic

MOUSEPROVIDER
responsible scientist