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

[please fill in name, address and country]

- hereinafter referred to as COLLABORATION PARTNER –

Each of the members of GMC, HMGU and COLLABORATION PARTNER

- hereinafter referred to as (each) PARTY-

Preamble

The GMC is located at the site of HMGU, headed by HMGU's Institute of Experimental Genetics. The GMC is operated by its members HMGU, Technische Universität München (TUM), Ludwig-Maximilians-Universität München (LMU), Rheinische Friedrichs-Wilhelms-Universität Bonn (FWU), the University of Heidelberg (RKU) and the Helmholtz Zentrum München Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH) and the Helmholtz-Zentrum für Infektionsforschung GmbH.

The GMC offers examination of mouse mutants using a **broad standardized phenotyping in a systemic comprehensive screening pipelines**.

The COLLABORATION PARTNER has created a certain MOUSELINE and wishes it to be phenotyped by the GMC.

GMC and the COLLABORATION PARTNER therefore intend to enter into a scientific collaboration with the aim to phenotypically characterize the specific MOUSELINE.

Therefore the COLLABORATION PARTNER and HMGU on behalf of GMC agree as follows:

1. Principles of Collaboration

(1) It is necessary that the COLLABORATION PARTNER complies with each of the following requirements, otherwise GMC

a. has at its sole discretion the right to reject MOUSELINE or

b. may not to carry out one or more particular tests.

GMC may in exceptional cases agree to some changes of the requirements (for instance the number of mice), if it is informed about and has agreed to it before receiving the mice. If GMC accepts a change in its procedure, the COLLABORATION PARTNER accepts that changes may have an impact on the results. However, GMC shall not be obliged to accept the COLLABORATION PARTNER's request, but may decide to reject it for internal reasons.

(2) If GMC rejects the phenotypic analysis because the COLLABORATION PARTNER did not fulfil one or more of the requirements of section 1 (3), the COLLABORATION PARTNER is obliged to reimburse GMC for all incurred expenses in connection with the intended collaboration.

(3) The number of mice and the composition of the cohorts is usually as follows (standard delivery): 60 **mice** [15 males and 15 females (mutants) and 15 males and 15 females (wildtype); the wildtype animals should be littermates of the mutant animals; the animals have to be sent when they are 7 weeks old and genotyped; the maximum age difference between youngest and oldest is 7 days (a high number of mice is necessary to ensure an optimal screen performance)]

(4) The COLLABORATION PARTNER shall **deliver the following to GMC**:

a. Mouse line: _____

1) Number of **mice** and the composition of the cohorts as agreed on in writing (if deviant from standard delivery as stated above)

2) The MOUSELINE must have a confirmed genetic modification or defined treatment.

3) The mice have to bear the ear marking used in the GMC. The GMC can reject the import of mice that bear a different marking for identification.

b. The duly completed **request** form (see section "requests" on www.mouseclinic.de) concerning distinctive features of the MOUSELINE has to be filled in with correct information. The request procedure follows the steps outlined on the GMC website (www.mouseclinic.de).

c. An **overview** of the MOUSELINE and its specific mutation, the documentation of the confirmation of the mutation and about the already known and confirmed phenotypes (according to the example provided in section "requests" on www.mouseclinic.de); the overview should include a publication list.

d. Copies of the three most important publications about the MOUSELINE or gene (if such publications exist);

e. In case the experiments are performed on genetically altered lines, a **severity assessment** for genetically altered lines is needed.

f. The GMC holds a general license to run phenotype assessments in mice. However every single project needs a final approval by the responsible authority. The COLLABORATION PARTNER has to support the GMC in notifying the project to the appropriate authorities (outline of the collaboration project referring to animal welfare guidelines including an **ethical justification** for animal experiments)). If the COLLABORATION PARTNER does not support the GMC in

applying for the approval, or the project is rejected by the appropriate authorities, the GMC has to retract from the collaboration and cannot be held liable for expenses the COLLABORATION PARTNER invested in the production of the MOUSELINE.

g. A **health report** according to the FELASA recommendations (see section "requests" on www.mouseclinic.de); this information is vital for the decision if a MOUSELINE can be imported into the GMC. The health report must not be older than 3 months. At the time of import a second health certificate (not older than 3 months) has to be provided. If certain pathogens are found at the time of import (e.g. any parasites) according to the second health certificate, GMC can reject the import of the mice or reduce the phenotypic check-up. GMC can also stop further analysis, if such pathogens are found during the testing. The COLLABORATION PARTNER has to announce any changes in the health and sanitary status of the providing mouse facility. As long as admittance has to be clarified by the GMC, the import is set on hold. The GMC can reject the import of the MOUSE LINE to the GMC.

h. The GMC imports mice only from facilities that are monitored according to FELASA guidelines

i. The COLLABORATION PARTNER agrees to give an **introductory presentation** at the GMC to inform the GMC about important findings or special issues concerning the mouse line, to discuss open questions and to stipulate final details to be sent for approval of the project by the responsible authority well in advance to the start of the phenotyping. If justified, the presentation can be conducted as a telephone conference.

(5) GMC will analyse the MOUSELINE in a specific GMC screening pipeline as agreed upon in writing. A GMC screening pipeline comprises the phenotypic analysis from either a generalized or a hypothesis-driven perspective (see section "research" on www.mouseclinic.de for available options). GMC and COLLABORATION PARTNER need to agree on the selected screening pipeline prior to the submission for approval of the project with the appropriate authorities.

(6) GMC provides its results in form of a report to the COLLABORATION PARTNER.

(7) If in GMC's opinion a full comprehensive screening is not feasible - for instance because of the MOUSELINE's condition - , GMC has the right to omit specific tests.

(8) Findings uncovered by the analysis that appear to be of particular scientific interest may at the sole discretion of GMC be subject to a more detailed analysis in a secondary screen.

(9) If the COLLABORATION PARTNER collaborates with third parties to have the MOUSELINE tested or if he is or was testing the MOUSELINE himself, he is obligated to inform GMC as soon as possible. This applies during the whole time of testing in the GMC and during the time of the preparation of a common manuscript. This includes all findings and all planned experiments.

(10) 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.

2. Confidentiality

(1) All information or data provided under this Agreement shall be regarded to be confidential, unless the PARTIES have agreed otherwise in writing or it is determined otherwise in this Agreement.

(2) The receiving PARTY shall disclose the CONFIDENTIAL INFORMATION only to those of its officers, employees or representatives who need access to it for the purpose of the project and who are bound by confidentiality obligations not less strict than provided in this Agreement.

(3) Excepted from this secrecy obligation is such CONFIDENTIAL 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; or
- the disclosure or communication of CONFIDENTIAL INFORMATION is required by the national law, public administration or court.

3. Findings and Results

(1) FINDINGS AND RESULTS shall mean all new findings and results related to the MOUSELINE's phenotype as generated during the screening process in the scope of this Agreement. FINDINGS AND RESULTS shall be deemed to be new, if the "overview" as mentioned in section 1.3. (c) does not show these characteristics as scientifically confirmed to GMC.

(2) FINDINGS AND RESULTS shall not include improvement of existing technologies or methods, new technologies or methods or know-how and inventions made during the screening related to the screening itself, which shall be the sole property of GMC.

(3) Both PARTIES shall have the right to use FINDINGS AND RESULTS for academic research, teaching and economical purposes on a perpetual, non-exclusive, non-royalty-bearing basis.

4. Publications

(1) FINDINGS AND RESULTS related to the MOUSELINE will be published jointly and by mutual Agreement. Authors of such publication will be determined according to the Regulations of Good Scientific Practice. In principle, all members of the GMC team and all members of the team of the COLLABORATION PARTNER who contributed significantly to the publication by some means or others (e.g. scientifically designing, reviewing or amending the concept of breeding or analysis; generating or interpreting data; writing or reviewing manuscripts etc.) shall be named as authors. Particular cases of equipollent contributions will be adjusted by shared authorships. In general, one of the GMC scientists shall be named as First and/or Last Author of such publications, optionally shared depending on the respective scientific contributions.

(2) The PARTIES shall delay publications up to 6 (six) months on the respective other PARTY's request. If the COLLABORATION PARTNER has not sent an appropriate publication proposal until 6 (six) months after receiving data, GMC shall be entitled to publish all FINDINGS AND RESULTS alone.

(3) GMC shall be named as performer of the phenotypic analysis in all publications of the COLLABORATION PARTNER relating to FINDINGS AND RESULTS and the GMC logo (downloadable under section "Downloads" on www.mouseclinic.de) shall be added to all his presentations and posters.

(4) FINDINGS AND RESULTS may be uploaded by GMC to a non-commercial database, for example the GMC website, after 6 (six) months after GMC has sent the phenotyping data report, if not otherwise agreed in writing.

(5) GMC expects the COLLABORATION PARTNER to write the first draft of the manuscript.

5. Intellectual Property Rights

(1) The German Federal Ministry of Education and Research as sponsoring body of GMC insists on seeking for Intellectual Property Rights protection and the exploitation of results in general. Therefore, the PARTIES will seek intellectual Property Rights Protection for FINDINGS AND RESULTS if reasonable.

(2) Intellectual Property Rights in FINDINGS AND RESULTS shall be owned jointly by the PARTIES. They shall decide in common about the filing of such Intellectual Property Rights applications. The PARTIES shall enter into a separate Agreement settling the terms and conditions of such 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.

6. Warranty and Liability

(1) GMC expressly disclaims any and all warranty and liability for the delivered MOUSELINE and the phenotypic analysis. All FINDINGS AND RESULTS are provided without any warranty of any kind, either express or implied, including the case that distinctive phenotypes of the screened MOUSELINE might not be discovered. GMC is in no way liable for any use the COLLABORATION PARTNER shall make of the FINDINGS AND RESULTS or any damage that might result from COLLABORATION PARTNER's use of the FINDINGS AND RESULTS.

(2) The COLLABORATION PARTNER shall hold harmless GMC's members and its directors, officers and employees for any loss, claim or demand which could be raised by the COLLABORATION PARTNER, or made against the COLLABORATION PARTNER by any other PARTY, due to, or arising from the use of the FINDINGS AND RESULTS by the COLLABORATION PARTNER.

(3) The above shall not apply for damages caused by gross negligence or wilful misconduct of the GMC.

(4) The COLLABORATION PARTNER declares that he is not aware of any rights of third PARTIES which could be affected by the transfer of the MOUSELINE to and use by the GMC under this Agreement. The COLLABORATION PARTNER shall, without limitation to, 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.

7. Start and Termination

(1) The effective date of this Agreement is the date of the last signature to it. It ends after 5 years.

(2) The PARTIES shall have the right to terminate this Agreement within a period of four weeks prior to the beginning of the phenotypic analysis by written notice. For termination by COLLABORATION PARTNER, section 1 (2) applies.

(3) Any termination of this Agreement shall not affect the PARTIES rights or obligations already established hereunder, in particular the provisions for CONFIDENTIAL INFORMATION, FINDINGS AND RESULTS, publications and warranty and liability.

8. Applicable Law and Jurisdiction

(1) This Agreement shall be construed under the Laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles.

(2) Any dispute arising of this Agreement, which cannot be settled amicably, shall be brought before a competent court of first instance at the seat of HMGU, i.e. in the city of Munich, Federal Republic of Germany.

9. Miscellaneous

(1) The PARTIES hereto are independent contractors and no agency or partnership or any other kind of formal business grouping or entity is intended or created between them by this Agreement and its execution.

(2) Any rights or obligations hereunder shall not be transferred to third PARTIES.

(3) Should any part or provision of this Agreement be ineffective for any reason, the remaining provisions shall not be further affected.

Neuherberg _____ _____
Date Place Date

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

on behalf of all members of GMC

COLLABORATION PARTNER

_____ _____
authorized representatives authorized representative(s)

Read and acknowledged:

_____ _____
Prof. Dr. Martin Hrabě de Angelis
Director German Mouse Clinic

COLLABORATION PARTNER
responsible scientist