

7. The Owner understands and agrees that the function of the APF is to archive the Material and to make the Material and information about it available to researchers (Recipients) for research and commercialisation purposes. To facilitate the APF's function, the Owner grants the APF a permanent, irrevocable, royalty-free, world-wide, non-exclusive (including a right to sub-licence) licence to the intellectual property in the Material and any information relating to the Material provided to the APF pursuant to this Agreement provided that the APF exercises this licence in accordance with Schedule 1.
8. The Owner agrees that it will be the first point of contact for Recipients wishing to negotiate a licence to commercially exploit the Material.
9. The Owner acknowledges and agrees that the APF may subcontract third parties to perform any or all of the archiving, distribution or other services that the APF provides.
10. The Owner agrees to pay the APF for any costs incurred by the APF for the transfer and storage of the Material prior to cryopreservation. Payment of any fee will be made within thirty (30) days of receipt of a tax invoice by the Owner from the APF.
11. The APF reserves the right to withdraw the Material from its archive due to scientific or economic reasons. The APF will inform the Owner as soon as possible after withdrawal of the Material occurs.
12. The Owner acknowledges that if the Owner transfers the Material to the APF as cryopreserved embryos or germplasm, the Owner accepts the risk that it may not be possible to rederive the Material. The Owner understands that the APF will make a reasonable effort at rederivation. The APF will not be liable for the loss of the Material.
13. The Owner accepts that the APF will maintain the Material as appropriate for the overall benefit of the entire strain repository resource and that the Material may be maintained as a cryopreserved-only archive if demand is inadequate to justify maintenance of a breeding colony.
14. The Owner acknowledges and agrees that once a live colony is discontinued, there is a risk that it may not be possible to recover the Material from the cryo-repository. The Owner understands that the APF will make a reasonable effort at rederivation. The APF will not be liable for the loss of the Material.
15. The Owner understands that maintenance at the cryopreserved-only maintenance level implies additional time to rederive animals for distribution.
16. The APF (or its subcontractor) agrees to store the Material as a service to the Owner but will not, in any way whatsoever, be liable to the Owner or any third party for any loss, claim or demand made by the Owner, or made against the Owner by any other party, relating to the Material.
17. The Owner will defend, indemnify, and hold harmless the APF, and its officers, directors, employees and agents from and against any and all actions, judgements, liabilities, losses, damages, expenses, claims, suits and demands of whatever nature ('the Losses'), arising from or connected with the donation, preservation, storage and handling of the Material by the APF, except to the extent that the Losses arose due to the negligence or wilful misconduct of the APF. The liability of the Owner under this clause will not extend to the transfer, storage, handling, use and disposal of the Material by any Recipient.
18. This Agreement will terminate on thirty (30) days prior written notice by either party. Upon the effective date of termination, the Owner may require the APF to return or destroy any remaining Material, except that the APF will not be responsible for the return or destruction of any Material transferred to any Recipient(s). The Owner acknowledges and agrees that a fee may be charged for returning or destroying any remaining Material.
19. This Agreement will be construed, interpreted and enforced in accordance with, and the respective

rights and obligations of the parties will be governed by the laws of the Australian Capital Territory and the federal laws of Australia, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and all courts competent to hear appeals from those courts.

20. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless in writing and signed by both parties.
21. No part of this Agreement may be assigned, delegated or subcontracted by any party to any other person or third party without the prior written approval of the other party.
22. Clauses 1, 2, 3, 5, 6, 7, 11, 12, 14, 16, 17 and 19 will survive termination.

Please sign two (2) copies of this Agreement and return both to the APF. The APF will then organise for signing by the ANU and return one copy.

Executed as an Agreement:

In Witness the parties have executed this Agreement on the latest date set out below:

SIGNED for and on behalf of
ANU by:

Signature _____

Name: _____

Title: _____

In the presence of:

Signature _____

Name: _____

Title: _____

Date: _____

SIGNED for and on behalf of
Owner INSTITUTION by

Signature _____

Name: _____

Title: _____

In the presence of:

Signature _____

Name: _____

Title: _____

Date: _____

OWNER RESEARCHER:

Signature _____

Name _____

Title _____

SCHEDULE 1: TERMS OF LICENCE GRANTED PURSUANT TO CLAUSE 7

Item 1

The Owner must select either Option A or B as applying to the licence granted pursuant to clause 7 of this Agreement. If neither Option A or B is selected, Option A **will** apply.

OPTION A

- The APF may transfer the Material to a Recipient without the prior consent of the Owner. A database of all Material transfers made by the APF to Recipients will be maintained by the APF and made available to the Owner upon written request. Transfers of Material will be the subject of a written material transfer agreement between the APF and Recipient;

OR

OPTION B

- The APF may transfer the Material to a Recipient only with the prior consent of the Owner, such consent to be evidenced by the Owner providing the APF with a copy of a signed material transfer agreement between the Owner and the Recipient. If the Owner chooses this option, the Owner agrees that the APF is not responsible for negotiating, monitoring or enforcing the Owner's material transfer agreement with the Recipient, nor will the APF have any liability for any use made of the Material by the Recipient or any consequence of such use. Subject to the terms of this Agreement, the APF will transfer the Material to the Recipient within 60 days of receipt of the Owner's signed material transfer agreement.

Item 2

In addition to selecting either Option A or B, the Owner must select if the licence granted pursuant to clause 7 is subject to the conditions set out below in this Item 2. If neither 'Yes' or 'No' is selected, the conditions set out below in this Item 2 **will not** apply.

NOTE - this option is only available for unpublished strains.

The Owner requires the APF not to release the Material or information about the Material to third parties for a period of two (2) years from the date of this Agreement. During this two year period, the APF will store the Material on behalf of the Owner and the Owner will have the opportunity to complete primary research on the Material and to publish information about it. At the end of the two year period or when published, whichever occurs first, the APF is free to make the Material or information about the Material available to the public in accordance with the remaining terms of this Agreement, provided that the Owner has not first terminated this Agreement. If the Owner terminates this Agreement prior to the end of the two year period, the Owner will be liable to pay all cryopreservation and maintenance costs incurred by the APF in storing the Material for the Owner. Payment of these costs will be made within thirty (30) days of receipt of a tax invoice by the Owner from the APF.

Yes No

SCHEDULE 2: MUTUANT MOUSE STRAINS

[List name and nickname of Mutant Mouse Strains]