

This Agreement is between _____ of the Mouse Metabolic Phenotypic Center (MMPC) Program (“the MMPC”) and _____ (“Institute”), an entity of the State or Commonwealth of _____, for the purpose of Institute’s Researcher, _____ (“Researcher”), receiving services from the MMPC in connection with phenotyping tests to be conducted on Institute’s mice identified as _____. Collectively or individually, the MMPC and Entity will also be referred to as “Parties” or “Party.”

The Parties acknowledge that the MMPC has specialized expertise and/or equipment to provide certain phenotyping tests of mice to researchers, and has been funded by the National Institute of Diabetes and Digestive and Kidney Diseases (“NIDDK”) of the National Institutes of Health under Funding Agreement No. _____ to be a resource to the community of scientists who use mice to study diabetes, obesity, diabetic complications, and other metabolic diseases identified within NIDDK’s MMPC Program.

Institute, through its Researcher, will provide the identified mice and related information (“Confidential Information” of the Institute) to the MMPC for phenotyping tests. All Confidential Information relating to the mice is the property of the Institute. The Institute warrants that the mice are the property of the Institute.

The MMPC agrees to conduct only phenotyping tests authorized by Institute and to provide Researcher with the data obtained from all tests conducted, which data is the Confidential Information of the Institute. The MMPC agrees not to use the mice or data obtained from the tests for its own purposes or benefit, nor to further distribute the mice or the data to others without the Institute’s written consent. The MMPC agrees to destroy the mice upon completion of the phenotyping testing services.

During the course of evaluation of the Confidential Information, the Parties may wish to enter into a collaborative agreement for related research. Nothing in this Agreement is intended to prevent such collaboration.

ALL DATA GENERATED UNDER THIS AGREEMENT WILL BE RELEASED THROUGH A PUBLIC DATABASE ON THE MMPC WEBSITE (www.mmpc.org) AND WILL NO LONGER BE CONFIDENTIAL INFORMATION EITHER (i) TWO YEARS AFTER THE DATE OF RELEASE OF CONFIDENTIAL INFORMATION FROM THE MMPC TO THE RESEARCHER, OR (ii) NO LATER THAN AFTER DATA IS PUBLISHED BY THE RESEARCHER, WHICHEVER IS SOONER, UNLESS THE INSTITUTE REQUESTS IN WRITING TO THE MMPC THAT THE CONFIDENTIAL INFORMATION BE RETAINED FOR A LONGER PERIOD OF TIME, OR NOT BE RELEASED TO THE DATABASE FOR A SPECIFIED PERIOD.

The Institute and Researcher agree to notify the MMPC of all publications and presentations resulting from use of this data, and further agree to acknowledge the NIDDK and its MMPC Program in any presentations and publications resulting from use of this data.

Each Party agrees to disclose and transmit Confidential Information to the other Party in sufficient detail to enable the other Party to test and evaluate the mice and data. Each Party agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of the other Party as secret and confidential, using no less than the degree of care employed by each Party to preserve and safeguard its own confidential information. The Confidential Information of the disclosing Party will not be disclosed, revealed or given to anyone by the receiving Party, except to employees of the receiving Party who have a need for the Confidential Information in connection with the receiving Party's evaluation. Each Party agrees to advise such employees as to the confidential nature of the Confidential Information, which shall be treated accordingly. Each Party agrees that it will not use the Confidential Information of the other Party for any purpose except as set forth in this Agreement.

The obligations of a Party concerning Confidential Information will not extend to any part of the Confidential Information of the other Party:

- (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; or
- (b) that can be demonstrated to have been in the possession of or readily available to the Party from another source prior to the disclosure; or
- (c) that becomes part of the public domain or publicly known, not due to any unauthorized act by the Party; or
- (d) that can be demonstrated as independently developed or acquired by the Party without reference to or reliance upon the Confidential Information of the other Party; or
- (e) that is required to be disclosed by law.

It is understood and agreed by both Parties that each represents and warrants to the other Party that each Official signing this Agreement has the authority to bind that Party.

