

SPECIAL TERMS – THESE ARE SPECIAL TERMS APPLICABLE TO THE MEGA SERVICE

1. ABR will supply the MEGA Service to You in accordance with (and, for clarity, a Contract will consist of):
 - a. the online MEGA Project Request Form (**Order Form**);
 - b. ABR's Standard Terms and Conditions of Supply (which You may view at <http://www.abr.org.au/ordering/terms-and-conditions-of-supply>) (**Standard Terms**); and
 - c. the following terms (**Special Terms**).
2. If there is an inconsistency between the documents listed in clause 1, the document listed later in clause 1 prevails to the extent of the inconsistency.
3. In the Special Terms, unless otherwise stated, words which are defined in the Standard Terms have the meaning given to them in the Standard Terms. For clarity, in the Contract, the singular includes the plural and vice versa.
4. Promptly after You place the Order with ABR, but before ABR sends You a Confirmation of Order (notification via StuartWEB - *Design completed & approved*), the MEGA Team will provide You:
 - a. one consultation session and an assessment of Your Project; and
 - b. an assessment of the likelihood of success of Your Project, including the potential for embryonic lethality, on an obligation-free basis.
5. If You wish to proceed with Your order and ABR accepts Your order, ABR will send You a Confirmation of Order (notification via StuartWEB- *Design completed & approved*) and a Contract will be formed.
6. Notwithstanding anything else in the Contract, You agree that ABR cannot guarantee it will produce a Founder Mouse satisfying Your Project details (**Desired Founder Mouse**).
7. You agree that there may be cases, which cannot be predicted in advance, where no Founder Mouse can be produced because of the lethality associated with the targeting process or a modification-resistant locus. In such cases, ABR will still incur the costs associated with the design and preparation of genome editing agents, microinjection and surgical transfer of injected embryos into pseudopregnant females. Accordingly, ABR will not commence any work under Your Order before it has received an amount equal to 50% of the total Charges for the Contract (**Deposit**). You agree that the Deposit is not refundable.
8. The balance of the Charges for the Contract is payable upon notification to You that Your Desired Founder Mouse has been successfully produced and the genotype has been confirmed by ABR.
9. If ABR does not produce Your Desired Founder Mouse but:
 - a. produces a Founder Mouse with genetic modifications other than those set out in Your Project details (**Variant Form Founder Mouse**); and
 - b. You wish to acquire the Variant Form Founder Mouse, then You must provide ABR with a written confirmation that You wish to acquire the Variant Form Founder Mouse and the balance of the Charges for the Contract will be payable as per ABR's Standard Terms.
10. If ABR is unable to produce a Founder Mouse within a reasonable time after the Commencement Date, ABR will give You written notice and the Contract will be terminated immediately upon Your receipt of such notice. For clarity, in such case, the Deposit will not be refunded but the balance of the Charges for the Contract will not become payable. When determining what amounts to 'a reasonable time' within the meaning of this clause 6.10, consideration must be given to Your Project details, but otherwise the decision will be made by ABR.



11. You grant to ABR a limited, non-transferrable, non-exclusive and royalty-free licence to any intellectual property rights owned by or licenced to You that relate to any gene sequence provided by You to ABR in respect of Your order (including, for clarity, Your Founder Mouse). The licence in this clause 6.11 is granted by You to ABR solely for the purpose of ABR completing the work under Your order.
12. You warrant that the Founder Mouse and Your instructions to ABR which are set out in the Project details (including gene sequence) will not infringe any intellectual property rights of any third party.
13. You indemnify the ABR Indemnified Parties in respect of any Loss suffered by them in connection with a Claim by any third party that:
 - a. the production, by any of the ABR Indemnified Parties, of the Founder Mouse;
 - b. the Founder Mouse; or
 - c. Your use of the Founder Mouse and/or its Progeny, infringes the intellectual property rights of any person, provided that ABR, at Your request, allows You to defend and settle the Claim at Your own expense and in Your own name.
14. You agree that, where any person makes a Claim for intellectual property right infringement in connection with the production of Your Founder Mouse, the ABR Indemnified Parties may stop producing the Founder Mouse or terminate the Contract, if required, in response to the Claim.
15. You must not use the Founder Mouse (and its Progeny) for any commercial purpose without ABR's prior written consent.
16. You agree:
 - a. to acknowledge the MEGA Team and ABR in Your first published paper that:
 - i. describes the Founder Mouse (and its Progeny);
 - ii. describes the outcome of Your Project using the Founder Mouse (and its Progeny); or
 - iii. describes the use You make of the Founder Mouse (and its Progeny); and
 - b. to send a copy of the relevant paper to ABR.
17. In this clause, unless otherwise stated:

Founder Mouse means a genetically modified mouse produced in the course of providing the MEGA Service to You.

MEGA Service means the attempted production of Founder Mice using the Clustered Regularly Interspaced Short Palindromic Repeat/Cas9 editing technology.

MEGA Team means ABR's Personnel who are allocated to the provision of the MEGA Service to You and whose details will be advised to You.

Progeny means any descendant of the Animals including, without limitation, any homozygous, heterozygous, cross-bred, or other genetic descendants of any kind, and any zygotes or embryos of (or derived from) the Animals.

Project means Your project, the details of which are set out in the Order Form and accepted by ABR in the Confirmation of Order.

Please direct any queries to Rob Brink (r.brink@garvan.org.au) or David Zahra (d.zahra@garvan.org.au)