



## Mouse Engineering Garvan/ABR

### SPECIAL TERMS - APPLICABLE TO THE MEGA SERVICE

1. Garvan and ABR will supply the **MEGA Service** to You in accordance with (and, for clarity, a **Contract** will consist of):
  - (a) the attached MEGA project details and quote form describing Your Project, completed by the MEGA Team (**Project Proposal**).
  - (b) Your confirmation by email that You accept the Project Proposal and thereby approve Your order of the MEGA Service (with attached Project Proposal) to [MEGA@garvan.org.au](mailto:MEGA@garvan.org.au) (**Confirmation Email**).
  - (c) ABR's Standard Terms and Conditions of Supply (**Standard Terms**) available at: <https://abr.org.au/wp-content/uploads/2023/06/abr-terms-and-conditions-of-supply.pdf> and
  - (d) 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 these Special Terms, unless otherwise stated, words which are defined in the Standard Terms have the meaning given to them in these Standard Terms. For clarity, in a Contract, the singular includes the plural and vice versa. References to Prof Robert Brink or Dr David Zahra include any person acting or succeeding them in their roles as at the date a Contract is formed.
4. To request the MEGA Service, you must contact the MEGA Team by email ([MEGA@garvan.org.au](mailto:MEGA@garvan.org.au)).
5. Promptly after You contact the MEGA Team, they will provide You with:
  - (a) consultation on the genetic modifications you are requesting for Your Project; and
  - (b) assessment of the feasibility of success of Your Project, including the potential for embryonic lethality, on an obligation-free basis.
6. Following the consultation in clause 5, if You wish to proceed with Your order and ABR accepts Your order, ABR will send You a Project Proposal. Once a Confirmation Email is received from You by the MEGA Team, a Contract will be formed.
7. Notwithstanding anything else in the Contract, or anything stated in a consultation or assessment under clause 5, You agree that ABR cannot guarantee it will produce a Founder Mouse as described in the Project Proposal (**Desired Founder Mouse**).
8. 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.



## Mouse Engineering Garvan/ABR

9. The balance of the Charges for the Contract is payable upon email notification to You that Your Desired Founder Mouse has been successfully produced and the genotype has been confirmed by ABR. If additional services from the MEGA Team are required (e.g., ongoing screening) these will be billed separately.
10. 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 Proposal (**Alternative Founder Mouse**); and
  - (b) You wish to acquire the Alternative Founder Mouse,then You must provide ABR with email notice that You wish to acquire the Alternative Founder Mouse and the balance of the Charges for the Contract will be payable as per ABR's Standard Terms.
11. If ABR is unable to produce a Founder Mouse within a reasonable time after the Commencement Date, ABR will give You email 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. The meaning of 'a reasonable time' within this clause 11 is determined at ABR's discretion (taking into account the Project Proposal).
12. You grant to ABR a limited, non-transferrable, non-exclusive, and royalty-free license to any intellectual property rights owned by or licensed 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 license in this clause 11 is granted by You to ABR solely for the purpose of ABR completing the work under Your order.
13. You warrant that the Founder Mouse and Your instructions to ABR which are set out in the Project Proposal (including gene sequence) will not infringe any rights of any third party.
14. You indemnify ABR, Garvan and their Personnel (**Indemnified Parties**) against all liabilities (including legal fees) that may be incurred by them in connection with any claim, action, demand, or proceedings threatened, made, or commenced (**Claim**) by any third party that:
  - (a) the production, by any Indemnified Party, of the Founder Mouse.
  - (b) the Founder Mouse; or
  - (c) Your use of the Founder Mouse and/or its Progeny,infringes the rights of any person, provided that the relevant Indemnified Party, at Your request, allows You to defend and settle the Claim at Your own expense and in Your own name.
15. You agree that, where any person makes a Claim in connection with the production of Your Founder Mouse, the Indemnified Parties may stop producing the Founder Mouse or terminate the Contract, if required, in response to the Claim.
16. You must not use the Founder Mouse (and its Progeny) for any commercial purpose or with any commercial entity without ABR's prior written consent.



## Mouse Engineering Garvan/ABR

17. You agree:

- (a) to acknowledge the MEGA Team 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 notification of acceptance of the relevant paper to the MEGA Team (MEGA@garvan.org.au).

18. In these Special Terms, 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 Garvan or 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 Project Proposal and accepted by You in a Confirmation Email.

Please direct any queries to [MEGA@garvan.org.au](mailto:MEGA@garvan.org.au)



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### COSTING INFORMATION

#### Cost Level (Excluding GST)

**Level 1**      \$9,302.70

Targeting one or two sgRNAs to a specific locus to introduce small (1-20bp) insertions/deletions or larger deletions (0.1-5.0kb). In the absence of adverse phenotypes, production, and identification of founder mice from Level 1 projects (gene KO or large deletions) can take as little as 8-12 weeks from placement of the order. Up to 4 genes can be simultaneously targeted.

**Level 2**      \$12,376.10

Incorporating small changes (e.g., point mutations, small specific insertions/deletions up to 60bp) via sgRNA-directed gene targeting and homologous recombination with a single-stranded DNA oligonucleotide substrate (~150 bases). The minimum time for Level 2 Projects is 10-14 weeks due to the synthesis of targeting oligonucleotides.

**Level 3**      \$18,607.60

Coupling of the targeting of one or two sgRNAs to a specific locus with subsequent homologous recombination with a plasmid DNA substrate (5-10kb) to either “flox” an exon or “knock-in” a reporter or other large piece of sequence.

- There is no extra cost if multiple founders are produced.
- The total cost of the project will not exceed the quoted cost set out in the **MEGA Project Details and Quote** unless additional work is agreed with you in writing.

#### Service Cost Inclusions

- Design and preparation of genome editing agents.
- Microinjection.
- Transfer of injected embryos into pseudo pregnant females.
- Screening and sequence analysis of targeted allele in all pups derived from transferred embryos and identification of any founders.
- Housing costs of mice until screening results are finalised.

#### Payment Terms

- As set out in in the **Special Terms**.

#### Exclusions

- Housing of mice after sequence results are provided for founder(s).
- Housing for any subsequent breeding of lines.
- Identification, sample collection and genotyping of progeny of founder(s).
- Transport costs for delivery of mice.
- Any other item or service not expressly set out as a Service Cost Inclusion.



Mouse Engineering Garvan/ABR

## MEGA Project Details and Quote

PROJECT DETAILS	
Project Number	
Customer Name	
Customer Institution	
Customer email	
Name of GM Mouse Line	
AEC Protocol Number	
IBC Protocol Number	

### CHARGING

Monthly ABR bill:

Direct Invoice:

### PROPOSED MODIFICATION

Targeted Locus:

Total Cost:



Mouse Engineering Garvan/ABR

**PROJECT PROPOSAL**