



ATM XXXXXX-X

MATERIAL TRANSFER AGREEMENT

BETWEEN: **INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT**, a Public corporation of science and technology, hereinafter called "INRAE", whose registered offices are located at 147, rue de l'Université, 75338 PARIS CEDEX 07, France, represented herein by **Mrs Nathalie Winter, director of the joint research unit ISP 1282**, and **Mrs Emmanuelle HELLOIN, manager of the Tours (Nouzilly) preservation site**.

AND: ¹ _____, hereinafter called "**the Recipient**" whose registered offices are located at _____, represented herein by _____,

Individually called "the party" or collectively "the parties".

BEING UNDERSTOOD THAT

➤ INRAE (CIRM-Pathogenic Bacteria, Infectiology and Public Health Research Unit) has in its possession material biological, the "MATERIAL", consisting of _____

This MATERIAL has been/ has not been² protected by a deed of intellectual/industrial property³:

➤ The Recipient is interested in the MATERIAL held by INRAE to lead researches on⁴

➤ "INFORMATION" in this agreement shall mean any information, oral or written of a confidential nature relating to the MATERIAL.

IN CONSEQUENCE WHEREOF THE PARTIES AGREE AS FOLLOWS

DEFINITIONS :

INFORMATIONS: any oral or written information related to the MATERIAL.

¹ To be completed by the partner

² Make a choice.

³ Clarify if the material is already protected by an intellectual property or industrial property (patent,...) right

⁴ Mention has to be completed by a brief description.

Initials

Original material: The material as provided by INRAE.

MATERIAL: Original material, progeny and unmodified Derivatives.

Progeny: Unmodified descendants from Original Material.

Unmodified Derivatives: substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material.

- 1 INRAE undertakes to supply the MATERIAL to the Recipient after the signature of this agreement by both parties. The MATERIAL is supplied to the Recipient on a non-exclusive basis for research, quality control or teaching purposes, as described above. Consequently, the Recipient undertakes to use the MATERIAL only for these purposes.

- (Make a choice between option 1, 2 and 3 depending of MDA associated with strains)
- 2 **Option 1: 2.1** The Recipient acknowledges that INRAE has been mandated by X, hereafter the Proprietary Party, the exclusive owner of the MATERIAL and INFORMATION provided to the Recipient and rights of industrial and intellectual property relative to them.

Option 2: 2.1 The MATERIAL is recognized as belonging to public domain (type strains)

Option 3: 2.1 The Recipient acknowledges INRAE as the exclusive owner of the MATERIAL and INFORMATION provided to the Recipient as well as of possible rights of industrial and intellectual property directly relative to them.

2.2 Any results generated by the Recipient from the MATERIAL which are related to a development or an identification of a new effect or a possible new use, patentable or not, or to the obtaining of a material, or of chemical, biochemical, biological substances which do contain or incorporate said MATERIAL, the parties will work cooperatively at an appropriate time to establish by agreement the sharing of intellectual property rights, the conditions of protection by an industrial property right and exploitation on the basis of the MATERIAL scale included in results.
On that point, the Recipient will inform INRAE of the results of the research obtained using the MATERIAL.
- 3 The Recipient undertakes to use the MATERIAL according to the national and international laws and regulations and will make his business of obtaining all authorisations needed to the conduct of its research and experiment.
- 4 INRAE, by this agreement, does not grant any right, title deed, right of license or exploitation right, implied or express, to the Recipient by the transfer of the MATERIAL, save express and written agreement of **The Proprietary Party**.
- 5 In all the publications/communications concerning the use of the MATERIAL and/or the INFORMATION, the Recipient should make reference to the source of the MATERIAL: **The Proprietary Party (to be specified)** and to the CIRM Collection.
- 6 The MATERIAL supplied here is of experimental nature. INRAE gives no warrantee or representation as for its utility, efficiency, merchantability, non-toxicity, safety, fitness for a particular use. INRAE declines any liability or responsibility concerning any and all damages caused by the MATERIAL and the INFORMATION, and by the use which could be made of it. INRAE makes no representation or warranty that the use of the MATERIAL and/or INFORMATION will not infringe any patent or other proprietary right.
- 7 This agreement will come into effect in the date of its signature, for a duration of five (5) years. When this Agreement ends, the Recipient undertakes, during the following days, to either return or destroy, at its expense, the MATERIAL and all the INFORMATION relating thereto which it possesses, not to keep any and all reproduction or copy.
- 8 This agreement is submitted to the French law. The parties will do their best to resolve amicably any dispute as for the interpretation or the performance of this agreement. In case of Persistent disagreement, the parties will submit this one to the French courts.

In witness whereof, this agreement has been drawn up in two original copies.

Done in Nouzilly, on.....

The recipient

INRAE

Name
In the capacity of

Name
In the capacity of Director of the UMR
ISP

Name
In the capacity of manager of the
preservation site

Specimen

Initials

— —