**MATERIAL TRANSFER AGREEMENT**

This Agreement is entered between

INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE, Etablissement Public, Scientifique et Technologique existing under the laws of France and having its principal offices at 101 rue de Tolbiac, 75654 PARIS CEDEX 13, FRANCE, represented by its Director-General, Monsieur Christian BRECHOT, (hereinafter "INSERM")

and

**………………………………………………………………………………………………** (hereinafter "The Recipient)

Pursuant to Recipient's request that certain research material be made available for research and/or testing purposes, INSERM is pleased to provide this material under the following terms and conditions :

I. DEFINITIONS -

1. Original Material : the research material being transferred by INSERM Scientist, including all relevant data, as described hereunder : **as ……ArtFl………. transgenic mice .**

2. Material : Original Material, Progeny and Unmodified Derivatives. The Material shall not include : (a) Modifications, or (b) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny, Modified Progeny, or Unmodified Derivatives.

3. Progeny : Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

Modified Progeny : Modified descendant from the Material, i.e. descendant from the Material that express new genetic characteristics, obtained by Recipient, for example, by cross-breeding or recombinant DNA methods.

4. Unmodified Derivatives : Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include : subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by INSERM, or monoclonal antibodies secreted by an hybridoma cell line.

5. Modifications : Substances created by the Recipient which contain/incorporate the Material.

6. Commercial Purposes : The sale, lease, license, or other transfer of the Material, Modified Progeny or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Material, Modified Progeny or Modifications by any organization, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture product for general sales, or to conduct research activities that result in any sale, lease, license, or transfer of the Material, Modified Progeny or Modifications to a for-profit organization.

7. INSERM Scientist : Scientist from INSERM providing the Original Material.

Name : **Dr …. de Villartay**

Address: **INSERM Unit U429. - located at Hopital Necker.–Pavillon Kirmisson– 149 rue de Sèvres – 75015 PARIS– France.**

8. **Recipient Scientist : Scientist that belongs to the organization (hereabove referred to as "Recipient") receiving the Original Material.**

**Name : ………………….**

**Address: …………………………………………………………………**

II. TERMS AND CONDITIONS OF THIS AGREEMENT

9 - Recipient acknowledge that this Agreement is entered into in order to encourage scientific collaboration aimed at further development and application of the Original Material and exchange of technical data. Subject to Recipient agreeing to the conditions set forth hereinafter, INSERM shall provide Recipient with Original Material upon execution of this Agreement.

10 - INSERM retains ownership of the Material, including any Material contained or incorporated in Modifications.

The Recipient retains ownership of those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Original Material, Progeny, Unmodified Derivatives). If either those substances result from the collaborative efforts of INSERM and the Recipient, joint ownership may be negotiated.

The Recipient and INSERM shall jointly own the Modified Progeny.

11. The Recipient and the Recipient Scientist agree that the Material :

(a) is to be used solely for teaching and academic research purposes only, as described in **Appendix,** to the exclusion of any Commercial Purposes,

(b) will not be distributed or released to any third parties or entities for any purpose,

(c) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

(d) is to be used only in compliance with all laws and regulations applicable to the Material, and

(e) is to be used only at the Recipient organization and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision.

12. The Recipient and/or Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient through the use of the Original Material only if those substances are not Progeny, Modified Progeny, Unmodified Derivatives, or Modifications.

Recipient and INSERM agree to inform one another of any request of Modified Progeny by a third party. As regards requests of Modified Progeny for Commercial Purposes, Recipient and INSERM will consult together to define the best strategy to undertake.

Without written consent from INSERM, the Recipient and/or the Recipient Scientist may NOT provide Modifications for Commercial Purposes. It is recognized by the Recipient that such Commercial Purposes may require a commercial license from INSERM and INSERM has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the Modifications.

13. The Recipient acknowledges that the Material is or may be the subject of a patent application. Except as provided in this agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of INSERM, including any altered forms of the Material made by INSERM. In particular, no express or implied licenses or other rights are provided to use the Material, Modified Progeny, Modifications, or any related patents of INSERM for Commercial Purposes.

14. If the Recipient desires to use or license the Material or Modifications for Commercial Purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with INSERM to establish the terms of a commercial license. It is understood by the Recipient that INSERM shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial license to others, or sell or assign all or part of the rights in the Material to any third Party(ies), subject to pre-existing rights held by others.

Should either INSERM or the Recipient desires to obtain an exclusive commercial license under the Modified Progeny, then INSERM and the Recipient agree to negotiate in good faith access rights to the other party ownership interest in the Modified Progeny. It is understood however that neither INSERM nor the Recipient shall have any obligation to grant such access rights to their ownership interests in the Modified Progeny.

15. The Recipient will not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights (copyrights, trademarks,...) claiming Material, Modifications or any other material that could not have been made but for the Material, or method(s) of manufacture of the Material or Modifications.

Any patent application, or intellectual property rights (copyrights, trademarks,...) claiming Modified Progeny, or method(s) of production or use(s) of the Modified Progeny, or claiming inventions made through the use of Modified Progeny shall be jointly owned by INSERM and the Recipient.

The Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Material or of Modifications, but to notify INSERM upon filing such application(s).

Should such Modified Progeny be the subject of commercial exploitation, the parties agree to negotiate in good faith an agreement concerning the respective contribution made by each party. Should the Recipient receive any financial return from the commercial exploitation of any molecule identified through Modified Progeny as screening tool, the Recipient agrees to pay to INSERM a reasonable portion of the net income to be determined according to common practice on the market

16 - The Recipient accepts the Original Material "as is" and acknowledge that it is experimental in nature and that is should be used with prudence and appropriate caution, since not all of its characteristics are known and it may have hazardous properties. INSERM makes no representations and extends no warranties of any kind, either expressed or implied. No warranties, express or implied are offered by INSERM or by the inventors as to the merchantability or fitness for a particular purpose of the Material or against infringement. INSERM and its directors, officers, employees, or agents assume no liability and make no representations in connection with the Material or the Information or their use by the Recipient or the Recipient Scientist. Recipient will defend, indemnify and hold harmless INSERM, its directors, officers, employees, and agents from any damages, claims, or other liabilities which may be alleged to result or arise from the use of the Material or Information, to the extent permitted by law.

INSERM make no representation that the use of the Material will not infringe any patent or any other intellectual property right of any third party.

17. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material, Modified Progeny or the Modifications. The Recipient will supply INSERM preprints of any such publications. The Recipient Scientist agrees to provide appropriate acknowledgement of the source of the Material in all publications, in accordance with section 18.

18. ACKNOWLEDGMENT OF CONTRIBUTION - In accordance with scientific customs, the contributions of those who have made Material available or of collaborators, if any, from INSERM will be reflected expressely in all written or oral public disclosures concerning research using the Material, Modified Progeny or the Modifications by acknowledgment or co-authorship, as appropriate. The origin of the Material and any applicable patent notices must be included in such disclosures.

19. USE OF NAME - Nothing however in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of INSERM or any of its marks.

20. Recipient will inform INSERM in confidence of research results resulting from the use of the Material and provide INSERM with a research summary of those results, as soon as they are obtained or at least six months from the date of the Recipient's signature below.

Upon request and to the extend supplies are available, Recipient Scientist agrees to provide INSERM Scientist with Modified Progeny and Modifications.

21. The Original Material is provided at no cost, or with an optional transmittal fee solely to reimburse INSERM for its preparation and distribution costs. If a fee is requested, the amount will be indicated here :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

22 - The Recipient agrees that nothing herein shall create, or be construed to create any license to the Recipient or any obligation to enter into any other agreement.

23This agreement will terminate on the earliest of the following dates : (a**) five years** from the date of signing this agreement, or (b) on completion of the Recipient's current research with the Material, or (c) on thirty (30) days writtent notice by either party to the other, provided that :

(i) if termination should occur under 23 (a) or (b), the Recipient will discontinue its use of the Material and will upon direction of INSERM return or destroy any remaining Material. The Recipient, at its discretion, will also either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications, and

(ii) in the event INSERM terminates the agreement under 23 (c) other than for breach of this agreement or for cause such as an imminent health risk or patent infringement, INSERM will defer the effective date of termination for a period of up to one year, upon request from the Recipient, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, Recipient will discontinue its use of the Material and will, upon direction of INSERM, return or destroy any remaining Material. The Recipient, at its discretion, will either destroy the Modifications or remain bound by the terms of this agreement as they apply to Modifications.

24. This Agreement constitutes the complete and exclusive agreement between INSERM and the Recipient with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

In witness whereof, Recipient and INSERM have executed this agreement as of the date below written.

INSERM RECIPIENT

By : By :

Name : Christian BRECHOT Name :

Title : Director-General Title :

Date : Date :

APPENDIX: Research Program