

MATERIAL TRANSFER AGREEMENT

The INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (“INSERM”), a French public institution dedicated to research in the field of health and medicine, desires to promote the advancement of science by providing the material described below to the scientific community.

Effective January 1, 2006, INSERM delegated to INSERM-TRANSFERT, its wholly-owned technology transfer subsidiary, the management of its technology transfer activities, including the negotiation and signature of research, license and material transfer agreements.

Accordingly, INSERM-TRANSFERT has provided the European Mouse Mutant Archive (hereinafter “EMMA” which is a non-profit repository for the collection, archiving via cryopreservation and distribution of relevant mutant strains essential for basic biomedical research) with said material.

In response to your request, INSERM-TRANSFERT asks you (hereinafter “Investigator”) and your employing institution (hereinafter “Institution” and jointly with Investigator “Recipient”) to agree the following terms and conditions to be provided by EMMA with said material :

Institution <i>(name & address)</i>	
Investigator	Name : Email address : Phone : Fax :
Place of Investigation	
Material and amount required	Usual: Langerin-DTR EGFP International: Cd207 ^{tm3Mal} EM: 01822
Inserm's scientist who developed the Material	Name : Bernard MALISSEN Email address : malissen@ciml.univ-mrs.fr Phone : 04 91 26 91 02 Laboratory : CIML (Centre d'Immunologie de Marseille-Luminy)
Statement of proposed use of material(s) (please include purpose and duration of the study) :	

1. The Recipient agrees to use the above described material, unmodified derivatives and progeny derived therefrom, and any related information which will be received under this Agreement (hereinafter, collectively "Material") solely for the non-commercial research use as described hereabove (hereinafter "Research") and for no other purpose and to return unused supplies of the Material to EMMA if the Research is discontinued, completed or otherwise terminated.
2. The Recipient agrees not to use the Material in processes for making commercial products without first obtaining written permission from INSERM-TRANSFERT;
3. The Recipient agrees not to use the Material for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans;
4. The Recipient agrees not to sell, transfer or otherwise distribute the Material to any third party, nor to public or private culture depositories ;

5. The Recipient agrees to limit access to the Material to employees of the Recipient under Investigator's supervision and to maintain the same degree of security with respect to this Material as is maintained by the Recipient for its own similar confidential information and material, but in no case less than a reasonable degree of security;
6. The Recipient agrees to retain in confidence and not disclose to any third party any information and Material received from EMMA. Such information may, however, be disclosed insofar as such disclosure is necessary to allow the Recipient, or its employees to defend against litigation, to file and prosecute patent applications, or to comply with governmental regulations. Such obligation of confidentiality shall be waived as to information and Material which (i) is in the public domain; (ii) comes into the public domain through no fault of the Investigator or the Company/Institution; (iii) was known to the Recipient prior to its disclosure by EMMA or by the INSERM's Laboratory or by INSERM-TRANSFERT, as evidenced by written records; or (iv) is disclosed to the Recipient by a third party having a lawful right to make such disclosure. Such obligations of confidentiality shall continue for five (5) years from the completion or termination of the Research.
7. The Recipient agrees to comply with all federal, state and local rules, regulations and guidelines applicable to the use of the Material and to assume full responsibility for any claims or liabilities which may arise as a result of the Recipient's use or possession of Material; and
8. The Recipient agrees to comply with all federal, state and local laws and regulations applicable to the care and use of experimental animals and that all animals used in experiments with Material shall be provided humane care and treatment in accordance with the most acceptable current veterinary practices.
9. RECIPIENT ACKNOWLEDGES THAT THE MATERIAL MAY HAVE DEFECTIVE, HAZARDOUS OR FAULTY PROPERTIES. MATERIAL IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY THAT THE USE OF MATERIAL WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. Further, INSERM, INSERM-TRANSFERT and EMMA do not make any representation or warranty as to the identity, purity, or activity of the Material. Recipient shall assume all liability for any consequences resulting from the use, storage or disposal by the Recipient of the Material, except for the case that the damage is caused by the gross negligence or willful misconduct of INSERM, INSERM-TRANSFERT or EMMA.
10. The Recipient agrees to let INSERM-TRANSFERT informed in confidence of research results resulting from the use of the Material in the course of the Research and, upon request and to the extent supplies are available, to provide the INSERM's Laboratory with Modified Progeny.
11. This Agreement shall not be construed as an assignment of INSERM's interests in the Material. The Material, and any derivatives thereof, are the property of INSERM and will continue to be the property of INSERM after it is transmitted to the Recipient. Nothing in this Agreement shall be interpreted that INSERM-TRANSFERT and/or EMMA grant the Recipient with any rights under any patents or other intellectual property, or licenses thereunder with respect to the Material. INSERM-TRANSFERT hereby expressly reserves any rights it may have under patent law to any patentable inventions made through the use of the Material.
12. Should the Recipient is willing to use the Material in the course of the Research for cross-breeding of recombinant DNA methods for generating new mice, Recipient shall further agrees to the following terms and conditions :
 - a) any modified descendant from the Material that express new genetic characteristics,

obtained by the Recipient (hereinafter "Modified Progeny"), will be jointly owned by INSERM and the Recipient;

b) should any third party makes a request to the Recipient for Modified Progeny, the Recipient and INSERM-TRANSFERT will consult together to define the best strategy to undertake as regards such requests of Modified Progeny, particularly but not exclusively for commercial purposes ;

c) both of INSERM-TRANSFERT and the Recipient agree to negotiate in good faith access rights to INSERM's ownership and/or to Recipient's ownership interest in Modified Progeny should INSERM-TRANSFERT or the Recipient desires to obtain an exclusive commercial license under Modified Progeny; *provided, however*, that neither INSERM-TRANSFERT nor the Recipient shall have the obligation to grant such rights to their ownership interest in Modified Progeny ;

d) 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.

13. **ACKNOWLEDGMENT OF CONTRIBUTION** - In accordance with scientific customs, the contributions of those who have made Material available or of collaborators, if any, from INSERM and EMMA will be reflected expressly in all written or oral public disclosures concerning research using the Material, by acknowledgment or co-authorship, as appropriate. The origin of the Material and any applicable patent notices must be included in such disclosures.
14. **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 INSERM-TRANSFERT or any of its marks.
15. This Agreement will terminate on the earliest of the following dates : (a) (5) five years from the date of receiving the Material or, (b) on completion of the Research as described hereabove or, (c) on thirty (30) days written notice by EMMA and/or INSERM-TRANSFERT to the Recipient or, (d) on thirty (30) days written notice by the Recipient to EMMA and/or INSERM-TRANSFERT. Upon termination of this Agreement, the Recipient will discontinue its use of the Material and will upon direction of EMMA and/or INSERM-TRANSFERT return or destroy any remaining Material and certify such destruction by written notice to INSERM-TRANSFERT. Clause 6, 11, 13, 14 and 15 shall survive termination of this Agreement. The Recipient and INSERM-TRANSFERT will also consult together to define the best strategy to undertake as regards Modified Progeny (i.e. either destroy the Modified Progeny or remain bound by the terms of this agreement as it applies to Modified Progeny).

If you and your Institution have read, understood and agree to accept the Material under the above conditions, please sign the Agreement, have it signed by an authorized officer of your Institution and return it to EMMA which will arrange for the transfer of the Material to you.

Agreed by :

Investigator:

Name and title

Date

Signature

Authorized
Institutional
Representative:

Name and title

Date

Signature

INSERM's
Scientist:

Name and title

Date

Signature