**MATERIAL TRANSFERT AGREEMENT**

**BY AND BETWEEN**:

Institut Bergonié

With a principal place of business at 229 Cours de l’Argonne, 33000 BORDEAUX, FRANCE

Represented by Professor Josy REIFFERS, General Manager

Hereinafter referred to as « INSTITUT BERGONIE»

**PARTY OF THE FIRST PART,**

AND :

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**

With a principal place of business at 3 rue Michel Ange - 75794 Paris cedex 16, FRANCE, represented by its Director General, Mr Alain FUCHS, who has delegated the *Délégué Régional,* à < nom du représentant légal>, for the *Délégation Centre*, to act on his behalf for the purposes of this Agreement

Hereinafter referred to as « CNRS»

CNRS acting on and behalf the CDTA

Hereinafter referred to as « RECIPIENT»

**PARTY OF THE SECOND PART,**

Together referred to as the “Parties” and each individually as the ”Party”

**WHEREAS:**

INSTITUT BERGONIE and « The Regents of University of California (UC Davis)» have signed a Material Transfert Agreement in framework of program KOMP (« Knock-Out Mouse Program ») which sets forth the rights and obligations of UC Davis to transfer the material to INSTITUT BERGONIE.

INSTITUT BERGONIE wishes to transfer the material (whose description is attached as Appendix 1) to the RECIPIENT.

The Parties have come together to set out the rules and general principles applicable to transfer of material.

**IT IS NOW HEREBY AGREED AS FOLLOWS :**

SECTION 1 : PURPOSE OF THIS AGREEMENT

This Agreement wish sets forth the conditions of transfer of material between INSTITUTE BERGONIE and RECIPIENT.

SECTION 2 : USE OF MATERIALS AND INFORMATION

INSTITUT BERGONIE agrees to provide RECIPIENT with the Material subject to the terms and conditions of this Agreement.

The RECIPIENT acknowledges and agrees that the material is protected by a material transfer agreement concluded between INSTITUT BERGONIE and UC Davis (whose copy is attached as Appendix 2). RECIPIENTacknowledges having read this Agreement and comply with its provisions.

In case of transfer of biological material by RECIPIENT to a third party, and even after the term or termination of this agreement, RECIPIENT shall ensure that the third party comply the rights and conditions of the agreement between INSTITUT BERGONIE and UC Davis.

SECTION 3 : FINANCIAL MODALITIES

It being agreed by the Parties, the material is transmitted by INSTITUT BERGONIE free of charge.

**SECTION 4 : ConfidentialitY**

For a period of ten (10) years from the earlier of termination or expiration of this Agreement, RECIPIENT will not publish or disclose to third parties any of INSTITUT BERGONIE non-public information (“Confidential Information”) provided with the Material and designated in writing as confidential information. RECIPIENT will use Confidential Information solely in connection with this agreement. RECIPIENT will restrict access to Confidential Information to those of its employees and consultants whom RECIPIENT reasonably determines need access in order to conduct the Research, provided such employees and consultants are under written obligations of confidentiality to RECIPIENT at least as stringent as those set forth herein. RECIPIENT will use all reasonable efforts, including efforts fully commensurate with those employed by RECIPIENT for the protection of its own proprietary information, to protect the Confidential Information.

**SECTION 5 : INTELLECTUAL PROPERTY**

The materials and confidential information shall be used by RECIPIENT solely to conduct the agreement, and may not be used for any other purpose.

RECIPIENT agrees that nothing herein shall create or imply any license in such rights to RECIPIENT.

**SECTION 6 : NO WARRANTIES**

The Information and Materials may be experimental in nature and are to be used in a safe manner and in accordance with all applicable governmental rules and regulations. They are provided by BMS "AS IS." BMS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. BMS DISCLAIMS ALL WARRANTIES OF NON INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS, AND USE THEREOF.

**SECTION 7  : NOTICES**

Any notices, consents or other communications required or permitted under this agreement must be in writing and shall be deemed to have been duly given as of the date it is) sent by registered or certified mail, postage prepaid, return receipt requested; to the other Party(ies) at the address as set forth below:

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| --- | --- |
| **INSTITUT BERGONIE**Pr Richard IGGOINSTITUT BERGONIE229 Cours de l’Argonne33076 Bordeaux Cedex | **RECIPIENT**< Personne de contact> < Adresse complète> |

**SECTION 8 : TERM**

The agreement shall commence on the latest date of execution by the Parties and shall remain in force for the transfer of material to RECIPIENT.

Notwithstanding the expiration or earlier termination of the agreement, the provisions of Section 2, 4, 5 and 6 shall continue in force for the periods specified therein.

**ARTICLE 9 : RESILIATION**

**9.1** This agreement may be terminatedby any Party if another Party is in material breach of one or more of its obligations contained in this agreement if such Party fails to cure such breach within one (1) month following the date such written notice is sent to the breaching Party by registered mail, which notice shall include a detailed statement describing the nature of the breach.

Termination of the Agreement does not affect the obligations of the breaching Party to perform up to the effective date of termination and is without prejudice to the other rights and remedies which may be available to the non-breaching Party with respect to the early termination of this Agreement.

**9.2** The Parties may jointly agree to terminate the Agreement prior to the end of the agreed term.

**SECTION 10 : MISCELLANEOUS**

**10.1 Severability**

If any part of this agreement is held to be void, voidable, illegal or unenforceable by law by any court of competent jurisdiction, the validity or enforceability of the remainder of this agreement shall not be affected. The Parties agree to immediately sever the said part without affecting, to the extent possible, the spirit of the agreement

**10.2 Variation**

No amendment of this agreement shall be valid or effective unless such amendment is in writing and signed by an authorized representative of each Party.

**10.3 Waiver**

Failure or delay by any Party to enforce any provisions under this Agreement shall not be taken as or deemed to be a waiver of such Party's rights and shall not exempt a Party from performing its obligations in accordance with the terms agreed upon in the Agreement.

**10.4 Entire Agreement**

The Provisions of the Agreement represent the entire understanding between the respective Parties in relation to its subject matter and supersedes all prior agreements and representations made by any Party, whether oral or written.

**SECTION 13 : LAW APPLICABLE - DISPUTES**

The agreement shall be governed by and construed in accordance with French law and regulations.

In the event of any conflict over the interpretation or execution of this agreement, the Parties shall escalate such dispute within its management team in order to try to reach an amicable settlement.

**Made in (2) original copies**,

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| INSTITUT BERGONIEDate :Pr Josy REIFFERSGeneral Director | RECIPIENTDate :<Nom, Prénom><Fonction> |

VISA – Pr RICHARD IGGO

**Appendix 1**

Transgenic mouse with lacZ knock-in in the Tox3 gene.

Transgenic mouse with loxP sites flanking exons 5 and 6 of the Tox3 gene.

Transgenic mouse with deletion of exons 5 and 6 of the Tox3 gene.

All three lines were derived from Tox3tm1a(KOMP)Mbp by crossing with Stella-Cre and/or FLPe.

**Appendix 2**





