MATERIAL TRANSFER AGREEMENT

**Réf UPMC C**

**This agreement is entered between**

Université Pierre et Marie Curie (Paris 6) a scientific, cultural and professional establishment, having its principal office at 4, Place Jussieu 75252 Paris cedex 05 (France), duly represented by its President, Pr Jean Chambaz, hereinafter referred to as “UPMC”,

UPMC acting both on its own behalf and on behalf of Centre De Recherche Institut De La Vision ( UM80 UPMC/CNRS/INSERM), directed by Prof. José-Alain SAHEL (hereinafter referred to as the “**Laboratory**”),

**UPMC Scientist :**

Thierry Léveillard

On the one hand,

#### And

XXXXX

Hereinafter jointly referred to as “**RECIPIENT**”

On the other hand,

UPMC and the RECIPIENT are hereinafter referred individually as “Party” and collectively as “Parties”.

**I. - DEFINITIONS**

1. **Original Material** : the material being transferred by UPMC Scientist,including all relevant information, as described hereunder : mouse line Nr4a1.

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

3. **Modifications** :Substances created by RECIPIENT which contain/incorporate the Material.

4. **Progeny :** Unmodified descendent from the Material, such as virus from virus, cell from cell, or organism from organism.

5. **Unmodified Derivatives** : Substances created by 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 UPMC Laboratory or monoclonal antibodies secreted by an hybridoma cell line.

6. **Commercial Purposes** : The sale, lease, license, or other transfer of the Material or Modifications to a for-profit organization. Commercial purposes shall also include uses of the Material, 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 or Modifications to a for-profit organization.

7. **Research** : shall refer to the work program intended to be performed by the RECIPIENT with the Original Material and defined in the Appendix.

8. **Invention** : Any scientific discovery or creation, whether patentable or not, which results from the use of the Material, including but not limited to Modifications or any other material that could not have been made without the Material, or manufacture or method(s) of use of the Material or Modifications.

**II - TERMS AND CONDITIONS OF THIS AGREEMENT**

**1. Object**

1.1 TheRECIPIENT acknowledges 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.

1.2 UPMC agrees to supply the Original Material to RECIPIENT under the conditions set forth herein.

**2. Supply of the Original Material**

2.1 UPMC scientist shall send the Original Material to RECIPIENT, to the attention of the respective Recipient Scientists, at Recipient Scientists expenses.

2.2 UPMC and UPMC Scientist could not be held responsible for the possible damages of transport. Should the Original Material not arrive at the RECIPIENT Site of Investigation under the conditions such as it would be unusable, the UPMC Scientist will send again the Original Material to the RECIPIENT Site of Investigation to the attention of the respective Recipient Scientist, at Recipient Scientists’ expenses.

2.3 The Original Material sending charges shall be integrated, if necessary, under the financial conditions mentioned in the present Agreement.

**3. Use**

3.1 The RECIPIENT agrees that the Material:

* 1. is to be used solely for the academic research purposes only as described in the work program of the Research,
	2. will not be used in any Commercial Purposes,

 (c) will not be disclosed, distributed, released or otherwise transferred to any third parties or entities for any purpose, nor to public or private culture depositories,

 (d) will not be used in research, testing or treatment involving human subjects, in clinical trials, or for diagnostic or care purposes involving human subjects,

 (e) is to be used only in compliance with all laws, guidelines and regulations applicable to the Material, and the RECIPIENT agrees to assume full responsibility for any claims or liabilities which may arise as a result of RECIPIENT or RECIPIENT Scientists use or possession of Material, except to the extent that such claims or liabilities arise from the gross negligence or willful misconduct of UPMC,

(f) is to be used only at the RECIPIENT organization and only in the RECIPIENT Scientists laboratories under the direction of the RECIPIENT Scientist or others working under his/her direct supervision.

3.2 RECIPIENT shall have the right, without restriction, to distribute substances it has created through the use of the Original Material only if those substances are not Progeny, Unmodified Derivatives or Modifications.

3.3. Without prior written consent from UPMC, RECIPIENT may NOT provide Modifications for Commercial Purposes. If RECIPIENT wishes to use the Material or Modifications for Commercial Purposes he acknowledges that he needs first to obtain a licence from UPMC. UPMC has no obligation to grant such a licence to RECIPIENT. RECIPIENT acknowledges that UPMC can, in addition, grant a licence, exclusive or non-exclusive, sell or assign all or part of said rights under the Material to third parties, subject to antecedent rights held by others.

3.4 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 licences or other rights are provided to RECIPIENT under any patents, patents applications, trade secrets or other proprietary rights of UPMC, including any altered forms of the Material made by UPMC.

3.5 RECIPIENT acknowledges that nothing herein shall create, or be construed to create any licence to RECIPIENT or any obligation to enter into any other agreement.

**4. Property**

4.1 UPMC retains ownership of the Material, including any Material contained or incorporated in Modifications.

Furthermore, UPMC retains all rights it may have in accordance with the intellectual property laws under Inventions, in particular patentable, which could result from the use of the Original Material by RECIPIENT.

4.2 Modifications realized only by UPMC shall be entire property of UPMC.

Modifications realized by both UPMC and RECIPIENT, or by the sole RECIPIENT, shall be co-ownership of UPMC and RECIPIENT.

4.3 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, or Unmodified Derivatives). A co-ownership agreement shall be negotiated for said substances which result from collaborative joint efforts between UPMC and RECIPIENT.

4.4. With exception to articles 4.1, 4.2 and 4.3 disposals here-above, ownership of all Research results, patentable or not, shall be function of the inventive contribution of the participants to their achievement. In case that all or part of the Research results could be protected by a new patent application naming one or more UPMC and RECIPIENT inventors, the parties shall consult each other to define the modalities of such a patent application filing, and its exploitation conditions.

4.5 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 without the Material, or manufacture or use method(s) of the Material or Modifications.

4.6 RECIPIENT undertakes to supply to UPMC, free of charge and within the best delay, the Modifications resulting from the use of Material.

**5. Publication and Confidentiality**

5.1 This Agreement shall not be interpreted to prevent or delay publication or Research findings resulting from the use of the Material or from its Modifications. RECIPIENT shall supply UPMC with a copy of all publication draft.

5.2 In accordance to scientific customs, the contributions of those who have made Material available or of collaborators, if any, from UPMC will be reflected expressly in all written or oral public disclosures concerning Research using the Material by acknowledgement of co-authorship, as appropriate. The origin of the Material and any applicable patents notices must be included in such disclosures.

5.3 Nothing however in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of UPMC or any of its marks.

5.4 RECIPIENT undertakes to respect and maintain strictly confidential all information identified as confidential received from UPMC Laboratory.

RECIPIENT ensures that its personnel and any other persons in its service in any respect whatsoever respect and agree to respect the confidential nature of said confidential information.

RECIPIENT undertakes to use confidential information only in the framework of the present Agreement.

Article 5.4 disposals shall take effect upon execution of the present Agreement and shall stay in force for a five (5) years period, notwithstanding expiration or earlier termination of the present Agreement.

**6. Financial Conditions**

6.1 The Original Material is provided at no cost.

**7. Warranties**

7.1 RECIPIENT accepts the Original Material “as is” and acknowledges that it is experimental in nature and that it should be used with prudence and appropriate caution, since not all of its characteristics are known and it may have hazardous properties. UPMC makeS no representations and extends no warranties of any kind, either expressed or implied. No warranties, express or implied are offered by UPMC or by the inventors as to the merchantability or fitness for a particular purpose of the Material or against infringement. UPMC 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 Scientists. RECIPIENT will hold harmless UPMC, 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 except to the extent permitted by law when such damages, claims, or other liabilities arise from the gross negligence or wilful misconduct of UPMC.

7.2 UPMC makes no representation that the use of the Material will not infringe any intellectual property right of any third party.

**8 Terms of the Contract**

8.1 This Agreement shall enter in force on the date of signature of the last party to sign and shall be terminated on the earliest of the following dates: (a) two (2) years from the date of signing this Agreement, or (b) on completion of RECIPIENT’s current Research with the Material, or (c) 30 days after sending by either Party to the other of a termination written notice, provided that:

- in termination should occur under (a) or (b), RECIPIENT shall discontinue its use of the Material and shall, according to UPMC instructions, return or destroy any remaining Material. RECIPIENT shall, at its own discretion, also either destroy Modifications or remain bound by the terms of this Agreement related to Modifications, and

- in the event UPMC terminates the Agreement under (c) other than for breach of this Agreement or of cause such as imminent health risk or patent infringement, UPMC will defer the effective date of termination for a period of up to one (1) year, upon request of the RECIPIENT, to permit completion of Research in progress.

8.2 At the expiration date of said period or at the effective expiration date, RECIPIENT shall discontinue its use of the Material and shall, according to UPMC instructions, return or destroy any remaining Material. RECIPIENT shall, at its own discretion, also either destroy Modifications or remain bound by the terms of the Agreement related to Modifications.

**9. Miscellaneous**

9.1 This Agreement shall be governed by the laws of France. The French competent courts shall have sole jurisdiction for any litigation related to interpretation or execution of the Agreement, which parties shall not solve in an amicable way.

9.2 This Agreement constitutes the complete Agreement between UPMC and RECIPIENT with respect to the subject matter thereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. 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 thereof, RECIPIENT and UPMC have executed this Agreement as of the date below written.

Agreed:

In two originals,

Date : …………….

By : UPMC By : the RECIPIENT :

 For XXXX

Name : Jean Chambaz Name :

Title : President Title :

APPENDIX

Research Program