**Material Transfer Agreement**

*Dear Recipient,*

*You have shown interest for one of our research work and Material, for which we thank you.*

*This Material is the property of the CNRS and of the University of Strasbourg (UNISTRA), as supporting authorities of the laboratory.*

*The present Agreement contains the general conditions of use of the Material for internal research. Your validation as it is of the said terms will allow us to promptly answer to your application.*

*Therefore, could you please:*

* ***Fulfil all requested fields*** *within the MTA*
* *Print the completed document* ***in 2 (two) hard copies***
* *Have the two copies signed by your legal representative*
* *Send us the signed documents by postal way to the following address:*

Service Partenariat Valorisation

Délégation Alsace du CNRS

23 rue du Loess – BP 20

F-67037 STRASBOURG Cedex 2

*Please note that any electronic signature or scanned copy of the signed agreement won’t be accepted as valid, and will lead to a demand to sign the document again by hand.*

*For any modification of the Agreement or question, please contact us at the following address: contrats@alsace.cnrs.fr.*

*However, any request to modify the terms of this MTA shall result in a complete revision of the document by our services, and eventually by the joint owner of the Material. Please notice that such request will result in a significantly longer processing time of your Material request.*

*Sincerely,*

*Service Partenariat Valorisation*

*Délégation Alsace CNRS*

BETWEEN

The CENTRE NATIONAL DE LA RECHERCHESCIENTIFIQUE, a public establishment of a scientific and technological nature, having its registered office at 3 rue Michel-Ange - 75794 PARIS Cedex 16 - FRANCE, SIREN no180 089 013,

represented by its Chairman and CEO, M. Antoine PETIT and by delegation Mr Patrice SOULLIE, Regional Delegate, of the Alsace district,

hereafter referred to as “CNRS ”

AND

The STRASBOURG UNIVERSITY, a public establishment for education, science and culture, having a place of business at 4 rue Blaise Pascal, CS 90032-67081 Strasbourg Cedex, FRANCE, SIREN no 130 005 457 – APE code 8542Z, represented by its President M. Michel DENEKEN,

hereafter referred to as “UNISTRA”

UNISTRA having given mandate to CNRS for the signature of the present agreement in the convention signed on the 30th of April 2018 by these institutions,

CNRS and UNISTRA (“the ESTABLISHMENTS”), acting for and on behalf of the *of the laboratory Biotechnologie et signalisation cellulaire (BSC - UMR7242)*

(hereafter referred to as “LABORATORY”)

ON THE ONE HAND

AND

*Name of the institution, address of its registered office, registration number*

represented by :

*Name and function of the legal representative*

hereinafter referred to as "the RECIPIENT”,

**ON THE OTHER HAND**

The ESTABLISHMENTS and the RECIPIENT are hereinafter individually referred to as the “Party”, and collectively as the “Parties”.

**PREAMBLE**

Through their LABORATORY, the ESTABLISHMENTS possess the “MATERIAL”, set forth in Article1 - definitions.

RECIPIENT is interested in the MATERIAL for completing the WORK SCHEDULE set forth in Article 1 - definitions. The ESTABLISHMENTS hereby agree to provide the MATERIAL to RECIPIENT and information necessary to conduct its work, under the terms and conditions set forth herein.

RECIPIENT agrees with all the terms and conditions setforth herein.

Article 1 – Definitions

AGREEMENT: means the present Material Transfer Agreement

COMMERCIAL PURPOSE: The sale, lease, license, or other transfer of the MATERIAL aiming at a commercial or industrial purpose. Commercial Purposes shall also include uses of the MATERIAL by any organisation, including RECIPIENT, to perform research contract, 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.

**CONTACT POINT:**

For the ESTABLISHMENTS

* *For administrative purposes*

CNRS Delegation Alsace

23 rue du Loess - BP 20

67037 Strasbourg Cedex 2

e-mail : contrats@alsace.cnrs.fr

Tel: 03 88 10 68 54

* *For technical and scientific purposes*

(“ESTABLISHMENTS’ SCIENTIST”)

*Name:* Cliquez ici pour taper du texte.

*Address* Cliquez ici pour taper du texte.

*Address* Cliquez ici pour taper du texte.

*E-mail:* Cliquez ici pour taper du texte.

*Tel: :* Cliquez ici pour taper du texte.

For the RECIPIENT

* *For administrative purposes*
* *Name:* Cliquez ici pour taper du texte.
* *Address* Cliquez ici pour taper du texte.
* *Address* Cliquez ici pour taper du texte.
* *E-mail:* Cliquez ici pour taper du texte.
* *Tel: :* Cliquez ici pour taper du texte.
* *For technical and scientific purposes*

(“RECIPIENT’s Principal Investigator”)

*Name:* Cliquez ici pour taper du texte.

*Address* Cliquez ici pour taper du texte.

*Address* Cliquez ici pour taper du texte.

*E-mail:* Cliquez ici pour taper du texte.

*Tel: :* Cliquez ici pour taper du texte.

 **EFFECTIVE DATE**: means the entry in force of this AGREEMENT, which is, for the present AGREEMENT *(tick to choose):*

[ ]  at the date of its last signature by the Parties

[ ]  settled on *Select date.* the entry into force of the AGREEMENT is conditioned by its signature by all the Parties

**DURATION:** this AGREEMENT is settled for a *Select duration.*from the EFFECTIVE DATE.

Recipient Facility:

Establishment or laboratory belonging to the RECIPIENT, which receives the MATERIAL.

*Name and address of the Recipient Facility*

Authorized Facilities:

Establishment(s) or laboratory(ies) affiliated with the organization RECIPIENT authorized to use the MATERIAL within the framework of the WORK SCHEDULE.

*Name and address of the Recipient Facility*

MATERIAL: the research material being transferred by the ESTABLISHMENTS Scientist, including all relevant data, as described hereunder

*Precise description of the MATERIAL, including the quantity provided, and related informations.*

The Parties hereby acknowledge that the MATERIAL is:

[ ]  subject

[ ]  not subject

to the “Access and Benefit Sharing”(ABS) regulation which is related to access, use, and equitable sharing of benefits arising from the use of both genetic resources and all associated traditional knowledge.

For more information, see:

<https://www.fondationbiodiversite.fr/en/biodiversity-challenges/biodiversity-and-regulation/acess-benefit-sharing/>

WORK SCHEDULE: means the following experiments and research for which the use of the MATERIAL is required:

*Description of the Word scheduled and possible combination, mixture or incorporation of the MATERIAL*

Article 2 – Purpose

2.1. The ESTABLISHMENTS undertake to provide the MATERIAL to RECIPIENT within a *Select delay* delayas from the EFFECTIVE DATE of this AGREEMENT, and hereby grants to RECIPIENT, which accepts such, a temporary, non- exclusive right to use the MATERIAL so that the RECIPIENT may complete the WORK SCHEDULE set forth in this AGREEMENT, to the exclusion of any and all other use.

2.2. The RECIPIENT shall not be authorised to use the MATERIAL subsequent to the expiry date of this AGREEMENT and for different purposes, without the ESTABLISHMENTS’ further, prior and written consent.

In particular, the MATERIAL may not be used pursuant to research involving the participation of a third party without the ESTABLISHMENTS’ prior and written authorisation.

2.3. The MATERIAL shall not be transmitted to any third party other than to staff involved in implementing the WORK SCHEDULE, and who work directly under the authority of the manager of the Recipient Facility; vis-à-vis the ESTABLISHMENTS, RECIPIENT hereby guarantees the acceptance and compliance with the provisions of this AGREEMENT by its staff.

2.4. Nobody shall be authorised to transport or send the MATERIAL to a destination other than the Recipient Facility, or the Authorised Facilities as referred to in the AGREEMENT.

Article 3 - Obligation to provide information

3.1. On a regular basis and confidentially, RECIPIENT shall inform the ESTABLISHMENTS of the results of its work, obtained by using, or from, the MATERIAL. A final report on the work carried out and the results obtained during the term of the AGREEMENT shall be provided to the ESTABLISHMENTS within two (2) months of the expiry or termination date of this AGREEMENT.

3.2. In the event of publication or communication concerning the MATERIAL, the work carried out, and/or the results obtained, whatever their nature may be, and on any medium whatsoever, the preliminary text relating to such publication or communication shall be submitted for the LABORATORY’S written authorisation, thirty (30) days prior to the disclosure of this information, or the submission of said publication’s text to the editor, at the latest.

3.3. In accordance with effective scientific practices, all publications or communications relating to the use of the MATERIAL shall refer to the fact that such MATERIAL originated from the ESTABLISHMENTS. Similarly, the contribution of ESTABLISHMENTS staff to make the MATERIAL accessible shall be expressly mentioned in any and all publications or communications, either by thanking such staff, or mentioning them as co-authors.

3.4. Nothing however in this AGREEMENT shall be construed as conferring rights to use in advertising, publicity, or otherwise the name, trademarks or logo of the ESTABLISHMENTS.

3.5. The provisions of this Article shall remain effective during the term of this AGREEMENT and for 5 (five) years subsequent to its expiry or termination.

Article 4 - Financial conditions

4.1. The Transfer of the MATERIAL provided for in this AGREEMENT is granted free of charge.

4.2. The expenses of sending, return of the MATERIAL and communication of the results to the ESTABLISHMENTS will be the responsibility of the RECIPIENT who accepts them.

Article 5 - Ownership of the MATERIAL

5.1. The ESTABLISHMENTS are hereby acknowledged as being the sole owner of the MATERIAL and the related intellectual property rights.

5.2. The Parties hereby expressly agree that the right to use the MATERIAL, as granted under this AGREEMENT, may not, under any circumstances, be construed as expressly or implicitly providing RECIPIENT with any ownership right or title, or option or licence, whatsoever, over the MATERIAL supplied by the ESTABLISHMENTS.

5.3. The RECIPIENT is hereby expressly forbidden from manipulating or transforming the MATERIAL in such a manner as to compromise the ESTABLISHMENTS’ rights over said MATERIAL, without the latter’s prior and written agreement.

5.4. Any and all combination, mixture or incorporation of the MATERIAL with/into any and all other material by the RECIPIENT shall be forbidden, unless this is for the purposes of the WORK SCHEDULE.

Article 6 - Results obtained from use of theMATERIAL

6.1. In the event that the results obtained are able to lead to the filing of an application for industrial property title, the Parties shall decide, by joint agreement, on the strategy to follow as regards the protection and use of said results and, where applicable, the persons authorised to carry out such filing formalities and/or such use.

In particular, should the results relate to an improvement or the discovery of a new effect or new potential use, whether able to be patented or not, which is made by the RECIPIENT as regards the MATERIAL, the latter shall immediately inform the ESTABLISHMENTS. The PARTIES shall then discuss so as to decide, by joint agreement, upon ownership of said results, and the terms and conditions for protection under an industrial property title and for right of use.

6.2. No license shall be implicitly granted as a result of the ESTABLISHMENTS providing the MATERIAL to the RECIPIENT. Consequently, in the event that a license for the MATERIAL were to be required for the COMMERCIAL PURPOSE of the results referred to in Article 6.1, the Parties shall negotiate, in good faith, the terms and conditions of a license to use the MATERIAL in favor of the RECIPIENT and subject to the prior rights of any third party.

Article 7 – Confidentiality

7.1. The RECIPIENT undertakes to keep confidential all the information of all kind which is transmitted orally, in writing, or in any and all other manner (hereinafter the « INFORMATION »), pursuant to this AGREEMENT, and related to the MATERIAL.

7.2. The INFORMATION may not be disclosed to third parties without the ESTABLISHMENTS’ prior and written authorization.

7.3. The RECIPIENT’s non-disclosure obligations hereunder shall not apply to INFORMATION and MATERIAL:

• which were in the public domain prior to being transferred to the RECIPIENT, or following such transfer, without negligence by the recipient Party;

• for which it can be proved that they were legally received from a third party without any and all restriction, and that there was no breach of this AGREEMENT;

• which were already in the possession of the RECIPIENT prior to the execution of the AGREEMENT, in which case the latter shall provide proof of this fact;

• which were used or disclosed with the written authorisation of the issuing Party;

• which were publicly disclosed by the issuing Party;

• for which it can be proven that they were developed by the recipient Party, independently, and in good faith, by its members of staff who did not have access to said INFORMATION and MATERIAL.

7.4. This non-disclosure obligation shall remain effective during the term of the AGREEMENT and for 5 (five) years subsequent to its expiry or termination.

7.5 The ESTABLISHMENTS undertakes to keep confidential the results obtained by the RECIPIENT in the execution of the WORK SCHEDULE, under the conditions described at the present Article 7.

Article 8 - Warranties – Liability

8.1. As the MATERIAL is of an experimental nature, The RECIPIENT accepts the MATERIAL "as is" and acknowledge that is should be used with prudence and appropriate caution, since not all of its characteristics are known and it may have hazardous properties. The ESTABLISHMENTS shall not provide any and all warranty of any kind, either expressed or implied, including but not limited to, as regards its condition, activity, usefulness, efficiency, purity, harmlessness, nontoxicity, safety, or as regards its use, market value or suitability in respect of any and all objective.

8.2. The RECIPIENT shall be solely liable for any and all risks or loss which may arise during performance of this AGREEMENT, in particular in the event of injury, death, physical damage, or any and all other incident or loss that may be occasioned by the use, testing or manipulation of the MATERIAL.

RECIPIENT will defend, indemnify and hold harmless the ESTABLISHMENTS and their agents from any damages, claims, or other liabilities which may be alleged to result or arise from the use of the MATERIAL or INFORMATION.

8.3. The ESTABLISHMENTS make no representation that the use of the MATERIAL will not infringe any patent or any other intellectual property right of any third party.

8.4. The RECIPIENT undertakes to use the MATERIAL in accordance with the effective legislation of the country in which it is used.

8.5. The RECIPIENT agree that the MATERIAL will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

8.6 In the event of the MATERIAL is designated on Article 1 as being subject to the ABS regulations, the LABORATORY shall transmit the information and documents relating to the MATERIAL required under those said regulations in its possession on the date of signature of the AGREEMENT.

The RECIPIENT undertakes to carry out its Work Schedule in accordance with the ABS regulation, and to carry out any formalities necessary to comply with the said regulation.

Article 9 – Notices

Exchanges between the Parties pursuant to this AGREEMENT shall be in writing and shall be sent to the CONTACT POINTS listed in Article 1following addresses:

Article 10 - Assignment of the AGREEMENT

This AGREEMENT may not be assigned to a third Party without the Parties’ prior and written authorization.

Article 11 – Term

11.1. The AGREEMENT shall enter into force on the EFFECTIVE DATE defined in Article 1, for the DURATION provided for in that same Article.

11.2. When this AGREEMENT ends, for any reason whatsoever, the RECIPIENT undertakes, during the following 15 days, to either return or destroy, at its own expense, the MATERIAL and all the INFORMATION in its possession, not to keep any and all reproduction or copy, and to provide a certificate of destruction.

11.3. Notwithstanding the AGREEMENT’s expiry or termination, the provisions set forth in Articles related to obligation to provide information, ownership of the MATERIAL, results obtained from use of the MATERIAL, confidentiality, warranties and liability, governing law and disputes shall remain effective for their own duration.

Article 12 - Termination

12.1. This AGREEMENT may be automatically terminated by either Party in the event of the other Party’s breach of one or several of the obligations set forth in any of its Articles.

12.2. Such termination shall only become effective two (2) months following the sending, by the injured Party, of a registered letter with acknowledgment of receipt, setting forth the grounds for the complaint, unless, during said period, the defaulting Party fulfil its obligations or provides proof of circumstances of an event of force majeure preventing it to do so.

12.3. The exercising of this entitlement shall not discharge the defaulting Party from meeting its contractual obligations until the effective termination date, without prejudice to any loss which may be suffered by the injured Party as a result of the early termination of the AGREEMENT.

12.4. Notwithstanding said termination, and in accordance with the provisions of Article 3.2 hereof, a report on the work carried out and the results obtained during the term hereof shall be provided to the ESTABLISHMENTS by the RECIPIENT.

Article 13 - Entirety and limitations of the AGREEMENT

All the provisions of this AGREEMENT represent the entirety of the Parties’ agreements. They replace and cancel the prior commitments, representations, negotiations, oral or written communications, acceptances, understandings and agreements between the Parties relating to the same purpose.

Article 14 - Invalidity of a clause

Should one or several provisions of this AGREEMENT be held to be null and void, or declared as such under a treaty, law or regulations, or following a final decision handed-down by a Court having jurisdiction, the other provisions shall retain all their effect and scope. In this case, the Parties shall immediately make the required changes, complying, insofar as possible, with the original intention at the time when this AGREEMENT was executed.

Article 15 - Governing law

This AGREEMENT shall be governed by French legislation and regulations.

Article 16 – Disputes

Any and all disputes between the Parties concerning the existence, validity, interpretation, performance and termination of this AGREEMENT (or any of its clauses), which the Parties are unable to settle out-of- court, shall be referred to the French Courts having jurisdiction.

On the : 3 January 2022

In Strasbourg

|  |  |
| --- | --- |
| For the RECIPIENT (signature and stamp of the RECIPIENT) : | For the ESTABLISHMENTS (signature and stamp of the ESTABLISHMENTS) :  |
| Name : *Identity of the representative*Quality : *Quality of the representative*Date : 3 janvier 2022 | Patrice SOULLIERegional DelegateDate :  |