MATERIAL TRANSFER AGREEMENT

**between**

**XXX**

**and**

**Institut Gustave Roussy**

This Material Transfer Agreement (“**Agreement**”) between

XXX (“**RECIPIENT**”), and

Institut Gustave Roussy, a French Comprehensive Cancer Center, located at 39 rue Camille Desmoulins, 94805 Villejuif Cedex, France (“**PROVIDER**”), acting in its name and on behalf of its Mixt Research Unit 9196 “*Endogenous retrovirus and retroïd elements in superior eukaryotes*”, headed by Dr Thierry Heidmann,

when signed by both parties, is effective as of \_\_\_\_\_\_\_\_\_\_\_

**Background**

The European Mouse Mutant Archive (EMMA) - maintained lines are supplied to interested institutions/investigators as a non-profit service to the research community at large by the respective research facility that submits the mouse line. EMMA coordinates requests and acts as the distributor of mouse lines stored with EMMA.

XXX (“**Researcher**”) at RECIPIENT desires to obtain access to certain animal models from PROVIDER, stored by The European Mouse Mutant Archive (“**DISTRIBUTOR**”) and identified as follows:

1. XXX

(2) XXX

in order to conduct the research activities untitled “STUDY XXX”.

In addition to the conditions required by DISTRIBUTOR, the parties agree as follows:

1. Definitions

“Confidential Information” means all non-public information associated to the Material (as defined below) that PROVIDER provided to DISTRIBUTOR and then is willing to share with the Researcher and the RECIPIENT in the scope of use of the Material by the research community via the process established with DISTRIBUTOR.

 “Information” means all non-confidential information associated to the Material (as defined below) that PROVIDER provided to DISTRIBUTOR and then is willing to share with the Researcher and the RECIPIENT in the scope of use of the Material by the research community via the process established with DISTRIBUTOR.

“Invention” means any invention or discovery generated by or on behalf of the RECIPIENT in connection with the performance of the Study, including the intellectual property rights related to such invention, discovery.

“Material” means the mouse lines identified above in the Background that PROVIDER accepts to provide to RECIPIENT under the terms of this Agreement and according to the process of DISTRIBUTOR for research purposes only as described more precisely in this Agreement.

“Publication” means any proposed publication, presentation or other public disclosure, including without limitation any abstract at an internationally recognized scientific or medical conference, journal article, press release or manuscript that reports any Study results.

“Study” means the research hypothesis being studied under this Agreement, the reason and purpose, and the related plans/works, as described in Exhibit A.

1. Material Transfer
	1. Study. PROVIDER will provide RECIPIENT with access to the Material for the sole purpose of the RECIPIENT conducting the Study and provided always that the RECIPIENT will comply with the terms of this Agreement. The Study will be conducted under the direction and supervision of the Researcher. The Material will only be used in laboratory animals or in vitro experiments for internal research purposes.
	2. Responsibility for Compliance. RECIPIENT is responsible for compliance by the Researcher and all personnel (including employees, contractors and consultants) who participate in the conduct of the Study with the terms of this Agreement.
	3. Rights of Use. Titles to the Material and/or to the Material incorporated in any derivatives and other proprietary rights therein are retained by PROVIDER that at all times and for all purposes. No right or license is granted with respect to the Material except as express set forth herein. The RECIPIENT further agrees that it will comply with any terms of use of, and all instructions and restrictions issued within, the DISTRIBUTOR platform, and will not allow access to the Material by any third party without prior approval of PROVIDER. If PROVIDER grants such approval, RECIPIENT will ensure that the third party is bound by terms at least as restrictive as those set forth in this Agreement.
	4. Disclaimer. The Material and any Information provided to the RECIPIENT are being provided to and accepted by the RECIPIENT WITHOUT ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED. PROVIDER makes no representations or warranties regarding the quality of the Material provided to the RECIPIENT for the Study. PROVIDER provides no indemnification of any type.

3. Confidential Information

3.1 Obligations of Confidentiality. RECIPIENT will:

- use Confidential Information only for the purposes of this Agreement and will only disclose Confidential Information to third parties who are members of the research team involved in the Study only to the extent necessary for the performance of the Study and only after ensuring that such third parties are bound by obligations of confidentiality substantially similar to those in this Agreement;

- not disclose Confidential Information to any other third parties; and

- safeguard the Confidential Information with reasonable skill and care.

3.2 Notification and Disclosure Required by Law. RECIPIENT will notify PROVIDER immediately if it becomes aware of any disclosure in breach of this Section 3 and will, at the request of PROVIDER, take all such steps as are necessary to prevent further disclosure. If RECIPIENT is required by law to disclose any Confidential Information during the term of such confidentiality obligations, this disclosure will not be considered a breach of this Agreement so long as RECIPIENT:

- notifies PROVIDER in writing and as far as possible in advance of the disclosure so as to allow PROVIDER to take legal action to protect its Confidential Information as appropriate;

- discloses only that Confidential Information required to comply with the legal requirement; and

- continues to maintain the confidentiality of this Confidential Information with respect to all other third parties.

3.3 Exclusions. The provisions of this Section 3 will not apply to any information that

- is in the public domain at the date of this Agreement or which subsequently comes into the public domain other than by breach of this Agreement;

- can be demonstrated was in the prior possession of RECIPIENT at the time of disclosure and is free from any obligations of confidentiality;

- is received from a third party, free from any obligations of confidentiality, and such third party has a right to disclose it; or

- is independently developed, as documented by written records, by individuals who had no access to Confidential Information.

3.4 Return of Confidential Information. Upon expiration of this Agreement or its termination if earlier, RECIPIENT shall cease immediately to use and will promptly destroy all Confidential Information, including any documents paper or electronic prepared by RECIPIENT that contain Confidential Information.

**4. Representations and Warranties**

4.1 RECIPIENT certifies that there are no applicable laws or other obligations that prohibit it from conducting the Study and entering into this Agreement.

4.2 RECIPIENT will conduct the Study in good faith.

4.3 RECIPIENT will obtain any required approval and authorization for the conduct of the Study at its premises.

4.4 RECIPIENT will comply with all applicable international, national, regional and local laws in the conduct of the Study.

5. Reporting, Use of Results and Publication

5.1 Final Report. Within 2 (two) months following the completion of the Study, the RECIPIENT will provide in confidentiality PROVIDER with a report detailing the results of the Study at the following address :

Dr Anne Dupressoir and Dr Thierry HEIDMANN

UMR9196 CNRS

Institut Gustave Roussy PRII

39 rue Camille Desmoulins

94805 Villejuif Cedex

France

5.2 Use of Study Results.

The Study results will belong to RECIPIENT. However, in consideration of PROVIDER’s contribution, PROVIDER shall be free to use the Study results contained in the final report for its own research purposes.

5.3 Publication. RECIPIENT will provide PROVIDER with a draft publication thirty (30) days prior to submission for publication of any Study results. PROVIDER may provide comments on content. RECIPIENT will consider any such comments in good faith but is under no obligation to incorporate any PROVIDER suggestions. RECIPIENT will acknowledge PROVIDER as the source of the Material and Dr Thierry Heidmann / Dr Anne Dupressoir as co-authors in the first publication (AND DISTRIBUTOR as requested in the relevant EMMA platform).

**6. Inventions and Intellectual Property**

6.1 RECIPIENT will notify PROVIDER promptly and in strict confidentiality, in writing, of any Invention.

6.2 RECIPIENT hereby grants to PROVIDER a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license on any Invention for its internal research purposes only.

6.3 If an Invention could not have been conceived and/or derived without the Material provided by PROVIDER, this Invention shall be jointly owned by the parties. In this case, each party shall be free to use such joint Inventions for any research purpose. The parties agree to negotiate in good faith a joint ownership agreement and to collaborate regarding the protection measures for all joint Inventions. Each party agrees that neither party will license or otherwise commercialize any such joint Invention in the absence of an agreement to be negotiated in good faith by the parties hereto, providing for but not limited to, inter alia, the sharing of the royalty income.

6.4 Without written consent from PROVIDER, the RECIPIENT cannot provide any modifications incorporating the Material for commercial purposes. It is recognized by the RECIPIENT that such commercial purposes may require a commercial license from PROVIDER and PROVIDER has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the modifications.

7. Term and Termination

7.1 Term. This Agreement will remain in effect until completion of the Study and PROVIDER has received the Study report. The expected duration of the Study is XXX.

7.2 Termination for Breach. PROVIDER may terminate with immediate effect this Agreement early in the event of a material uncured breach of the Agreement by the RECIPIENT. In this case, upon written notification from PROVIDER, RECIPIENT shall cease any use of the Material and shall return unused Material to DISTRIBUTOR at RECIPIENT expenses.

**8. General Provisions**

8.1 Entire Agreement. This Agreement, including Exhibit A, represents the entire understanding between the parties relating to this subject matter. This Agreement supersedes all previous agreements between the parties (oral and written) relating to this subject matter.

8.2 Choice of Law. This Agreement is governed by the laws of the state of France without giving effect to its conflict of law provisions.

8.3 Amendments. This Agreement can be modified only by an amendment in writing signed by both parties.

Agreed to and Accepted by:

|  |  |
| --- | --- |
| **XXX**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Institut Gustave Roussy**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

I have read and understand this Agreement and accept the terms as they relate to my activities as Researcher.

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXX

**Exhibit A**

**STUDY PLAN**