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**SECRECY AGREEMENT FOR THE TRANSFER
OF MATERIAL
(BIOLOGICAL, VEGETABLE, ETC..)**

BETWEEN :

**FRENCH NATIONAL RESEARCH INSTITUTE FOR AGRICULTURE,
FOOD AND ENVIRONMENT**

Public corporation of science and technology

Hereinafter referred to as: **INRAE**

Whose registered offices are located at: 147, Rue de l'Université
75338 PARIS CEDEX 07

Represented herein by **Mrs. Philippe MAUGIN**

In his capacity as **General Manager**

of the one part,

AND :

X

Whose registered offices are located at:

Represented herein by

In his/her capacity as

of the other part,

PREAMBLE

- INRAE has in its possession material (biological, vegetable, etc.), hereinafter referred as MATERIAL, and the information relating thereto; the MATERIAL consists of .transgenic..mice designated as AMH-Cre...characterised by ..Sertoli and granulosa cell-specific Cre recombinase activity. The transgenic mice expressing the Cre recombinase under the control of the anti-müllerian hormone gene promoter (Lécureuil C, Fontaine I, Crepieux P, Guillou F, 2002 Genesis 33:114-118).
- X has the necessary skills and the possibility of
- X is interested in the MATERIAL in INRA's possession.
- The term INFORMATION in this agreement shall encompass any information (verbal or written) of a confidential nature relating to the MATERIAL.

IN CONSEQUENCE WHEREOF THE PARTIES AGREE AS FOLLOWS

ARTICLE 1

- 1.1. INRA undertakes to supply the MATERIAL to X after both parties have signed this agreement.
- 1.2. The MATERIAL is being supplied to X on a non-exclusive basis and for the exclusive purposes of research and experimentation, with a view to
- 1.3. Accordingly, X undertakes to use the MATERIAL solely for this purpose.

ARTICLE 2

- 2.1. INRAE is recognised as the exclusive proprietor of the MATERIAL and the INFORMATION supplied to X and the intellectual property rights relating thereto.
- 2.2. X cannot obtain any rights, title-deeds, licences over the MATERIAL and INFORMATION furnished by INRA.

ARTICLE 3

- 3.1. It is expressly forbidden to handle or transform the MATERIAL in any way which might affect INRAE's rights over the MATERIAL, without the prior written permission of INRA.
- 3.2. X is not authorised to combine, blend or incorporate the MATERIAL into any other material (whether or not of a biological nature) except for the purposes of the studies provided for within the framework of this agreement.

ARTICLE 4

- 4.1. No commercial or licence rights are granted or involved in INRAE's supply of the MATERIAL to X.
- 4.2. The possible terms of commercial use relating to the MATERIAL shall be determined via a separate agreement within the framework of a contract, which shall be signed at the appropriate time. Similarly, the MATERIAL can in no way form the subject of a patent or any other industrial title-deed application on the part of X without the prior written permission of INRAE.

ARTICLE 5

- 5.1. X acknowledges the confidential nature of the MATERIAL and the INFORMATION and agrees:
- to supply this MATERIAL and the INFORMATION only to members of its full-time staff who agree to be subject to the provisions of this secrecy agreement ;
 - to take all reasonable measures to avoid its personnel disclosing any or all of the MATERIAL and/or the INFORMATION to a third party without the prior written permission of INRAE.
- 5.2. X assumes the responsibility of ensuring that the obligations under the terms of this agreement are complied with with regard to anyone having or having had access to the MATERIAL and the INFORMATION.

ARTICLE 6

The confidentiality obligations of the parties hereto do not apply to INFORMATION and MATERIAL:

- that was generally available to the public at the time of its disclosure by either of the parties,
- having become generally available to the public without breach of any one of the provisions of this agreement,
- that has been legitimately furnished by a third party not bound by obligations of confidentiality,
- that was already public knowledge before this agreement came into force without disclosure, whether direct or indirect, by either of the parties hereto.

ARTICLE 7

- 7.1. The results arising out of the present agreement, obtained by X, cannot be disclosed to a third party without the prior written agreement of INRAE.
- 7.2. INRAE and X shall jointly determine whether any results can form the subject of oral or written disclosure and which authors, belonging to either party, shall be co-signatories.
- 7.3. Reference should be made to INRAE as the source of the MATERIAL in all published matter relating to the use of the MATERIAL.

ARTICLE 8 - NON-RESPONSIBILITY

- 8.1. The MATERIAL supplied herein is of an experimental nature. INRAE issues no guarantees as to its utility, efficiency, non-toxicity, security, with regard to a specific use.
- 8.2. INRAE accepts no responsibility for damage caused by the MATERIAL or the INFORMATION, or by any use which might be made thereof.

ARTICLE 9 - TERM

- 9.1. This agreement shall come into force as of the date of signing, for a term of
- 9.2. On the expiry of the present agreement, INRAE can ask X to restore or destroy the MATERIAL, as well as any derivative material.
- 9.3. Whatever the circumstances, the obligations of confidentiality and secrecy appearing in this agreement shall be upheld so long as the information and the results have not become generally available to the public.

ARTICLE 10 - APPLICABLE LAW

- 10.1. This agreement is governed by French law.
- 10.2. The parties shall endeavour to reach an amicable arrangement in the event of any disputes arising out of the interpretation or the performance of this agreement. Failing this, the parties shall refer the dispute to the French courts.

In witness whereof, this agreement has been drawn up in duplicate.

Done in PARIS on

X

INRAE