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**NON-PROFIT MATERIAL TRANFER AGREEMENT**

## BY AND BETWEEN

**The CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS),** a public establishment of a scientific and technological nature, having its registered offices at 3 rue Michel-Ange - 75794 PARIS Cedex 16 - FRANCE, represented by its Director General, Mr. Arnold MIGUS who has given his power of attorney and signature in the present agreement to Mme Liliane FLABBEE, Regional Delegate, of the Regional delegation Paris B,

**The UNIVERSITY PARIS 6 – PIERRE ET MARIE CURIE (UPMC),** a public establishment of a scientific, cultural and professional nature, having its registered offices at 4 place Jussieu – 75252 PARIS Cedex 05 – FRANCE, represented by its President, Mr. Jean-Charles POMEROL,

Hereinafter referred to as "**the INSTITUTIONS**", ON ONE HAND,

Acting in their own name and in the name of and on behalf of the **INSTITUTIONS’S SCIENTIST**, Mr. François TRONCHE, Group Leader of the GMNC team UMR7224, UPMC, Boîte Courrier 2; 7, Quai Saint Bernard, 75252 Paris Cedex 5, France. francois.tronche@gmail.com

The UPMC, for the purposes of this agreement, has conferred a power of attorney to the CNRS to sign it on its behalf

## AND :

**The XXXXX Center**, Section **XXXX** Department of **XXXXXX**, having a registered office at **XXXX University** **ADDRESS**

officially represented by : **NAME OFFICIAL ADMINISTRATIVE CHIEF OFFICER**

Hereinafter referred to as "**the BENEFICIARY**", ON THE OTHER HAND,

Acting in its own name and in the name of and on behalf of the “BENEFICIARY’S SCIENTIST”, **Name of the responsible scientist, Institute Address.**

**THE PARTIES AGREE AS FOLLOWS :**

The material covered by this Agreement consists of : a transgenic mouse line produced by Iman Sahly, and François Tronche, named Tg(BAC-5HT1AiCre*fto*) and described in Sahly et al. (MCN, 2007) (including but not limiting to recombinant constructs, cultures, subcultures, or other derived products), hereinafter called "MATERIAL".

The INSTITUTIONS will be free, in its sole discretion to distribute the MATERIAL to third parties and to use it for its own purposes. The BENEFICIARY agrees to keep strictly confidential the MATERIAL and any MATERIAL information received from the INSTITUTIONS. This does not apply to any information which is required to be disclosed by law or pursuant to a decision by a public authority.

This obligation of confidentiality comes into force on the date of its signature and will remain in force 5 years.

The INSTITUTIONS are willing to provide the MATERIAL to the BENEFICIARY at the BENEFICIARY’s expenses for academic research and only in the purposes of generating conditional **XXX** gene mutant animals by mating the **XXX** mouse line and the **XXX** line. The BENEFICIARY will not mate the **XXX** transgenic line with other “*loxP*-containing” mice without the prior written agreement of the INSTITUTIONS.

The MATERIAL will be provided free of charge.

Title to the MATERIAL and property rights therein are retained by THE INSTITUTIONS.

The MATERIAL is to be used under the immediate and direct control only of the BENEFICIARY’S SCIENTIST and within the BENEFICIARY’S facilities.

The BENEFICIARY will not distribute, transfer or sell the MATERIAL to any third party for any purpose whatsoever without the prior written agreement of the INSTITUTIONS.

The MATERIAL is supplied solely for non-commercial research purposes.

**The MATERIAL will not be used on humans**, including diagnostic testing.

BENEFICIARY agrees that in the event that BENEFICIARY makes any invention, improvement or modification whether patentable or not, based on MATERIAL as a result of research conducted hereunder, BENEFICIARY shall promptly bring the invention, improvement or modification and any patent application filed thereon to the attention of The INSTUTIONS. The INSTITUTIONS agree to keep such information strictly confidential. If both parties have carried out work leading to a joint invention, the INSTITUTIONS and the BENEFICIARY shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of those joint inventions. In any case, the BENEFICIARY shall grant to the INSTITUTION an irrevocable non-exclusive royalty free licence to practice the invention, improvement or modification for scientific research purposes.

The MATERIAL which is understood to be experimental in nature is provided to the BENEFICIARY without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The INSTITUTIONS make no representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right.

The BENEFICIARY, alone, is responsible for ensuring that the PRODUCTS to be tested and the use of the products, information and results conform to the applicable laws and regulations.

The BENEFICIARY agrees to furnish to the INSTITUTIONS a description of the results generated with the MATERIAL, in particular a copy of any manuscript pre-publication, before submission by BENEFICIARY for publication. Such unpublished results shall be kept confidential by the INSTITUTIONS. The contribution of the INSTITUTIONS will be recognized by co-authorship or acknowledgement, as appropriate. In all matters regarding publication of papers, the INSTITUTIONS’S SCIENTIST should respond within 30 days. If the INSTITUTIONS doe not reply to written notification of the BENEFICIARY within this period, the BENEFICIARY has the right to submit any manuscript for publication.

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.

This Agreement shall be governed by French legislation and regulations.

**Made in two (2) originals written in English only,one for each party.**

### The INSTITUTIONS BENEFICIARY

CNRS Liliane FLABBEE **Name**:

### Date : Title :

 **Date**:

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# **INSTITUTION’S SCIENTIST BENEFICIARY’S SCIENTIST**

# François TRONCHE **Name**

# UMR7224

Date : Date :