MATERIAL TRANSFER AGREEMENT

BETWEEN :

Université de la Méditerranée Aix-Marseille II, a public institution, whose registered office is at Jardin du Pharo, 58 Bd Charles Livon, 13284 Marseille Cedex 07, France, acting on behalf of the Centre de Recherche en Neurobiologie-Neurophysiologie de Marseille (CRN2M, UMR 6231 CNRS-Université de la Méditerranée) and Dr. Jean-Paul HERMAN (hereinafter referred to as "THE SCIENTIST"), hereby represented by Pr Yvon BERLAND in his capacity as President of the Université de la Méditerranée (hereinafter referred to as "UNIVERSITY")

AND :

*…………………………………………...........................................................................................................................................................................................................*

*(insert designation of the institution)*

Hereinafter referred to as the "RECIPIENT"

Whose registered office is located at:

...………………………………......................................................................................................................................................................................................................

(*insert address)*

Acting on its behalf and on behalf of

…………………...........................................................................................................................................................................................................................................

*(insert name and position of the requesting responsible staff scientist)*

Hereinafter referred to as the "USER"

working in

....................................................................................................................................................................................................................................................................

*(insert the Department and/or Laboratory involved)*

Each hereinafter referred to as a “PARTY” collectively referred to as the « PARTIES ».

WHEREAS :

UNIVERSITY is willing to provide the RECIPIENT with certain proprietary research material ("Material"), developed by THE SCIENTIST at the CRN2M, UMR 6231 (formerly: Laboratoire des Interactions Neuroendocriniennes, ICNE UMR 6544) CNRS-Université de la Méditerranée, under certain conditions.

IN CONSEQUENCE WHEREOF THE PARTIES AGREE AS FOLLOWS :

ARTICLE 1. MATERIAL AND RELEASE LIMITATION

* 1. The MATERIAL which is covered by this Agreement consists of:
* DiCre {Rosa26(FRB-F2-Cre(60-343))\_CAG(FKBP12-F2-Cre(19-59))} mice
* *Note that these Materials incorporate some materials (coding sequence for FKBP12 isolated from pCF1E and coding sequence for FRB isolated from pCGNN-FRB(H1)), of which they can be therefore considered as derivatives, obtained under a MTA with ARIAD Pharmaceuticals, Inc., of 26 Landsdowne Street, Cambridge MA 02139, USA (website: http://www.ariad.com/). In compliance with that prior MTA, RECIPIENT will have to sign a MTA also with ARIAD Pharmaceuticals for the present MATERIAL and provide a copy of this MTA to UNIVERSITY and THE SCIENTIST in order to receive the MATERIAL.*

1.2 The MATERIAL is being supplied on a non-exclusive basis for the sole purpose of conducting the scientific research work defined in Annex 1 (hereinafter "RESEARCH").

The RESEARCH will be carried out in the USER’s facilities and under his/her direct supervision*.*

1.3 Accordingly, the USER undertakes to use the MATERIAL or Derivatives (defined as other materials including, without limitation, DNA, vectors, cells and animals which a) incorporate one or more modified or unmodified component portions of MATERIAL or b) are encoded by DNA constituting the MATERIAL) solely for this above purpose.

The RECIPIENT agrees that:

* The MATERIAL or Derivatives will be used neither outside the USER's laboratory nor for any other purpose than the intended RESEARCH.
* The MATERIAL is not allowed to be used for any commercial purposes.

The RECIPIENT or USER shall not transfer, even free of charge, the MATERIAL or Derivatives, all or in part, to third parties without the prior written consent of the UNIVERSITY and THE SCIENTIST.

The RECIPIENT insures that the MATERIAL will be handled only by those with sufficient skill, knowledge, experience and ability to use the MATERIAL.

ARTICLE 2. DELIVERY

2.1 The MATERIAL will be supplied to the USER by THE SCIENTIST, at USER’s sole costs and risks, in compliance with all relevant national or international regulations applicable to the biological material.

The MATERIAL will be sent to USER after signature of this Agreement by both Parties, together with a counterpart of the signed Agreement.

ARTICLE 3. OWNERSHIP OF MATERIAL AND RIGHTS ON RESULTS

3.1 Nothing on this agreement is to be construed as granting any intellectual property rights to the RECIPIENT on the MATERIAL or Derivatives.

Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patents application, know-how or other property rights of UNIVERSITY. In particular, no express or implied licenses or other rights are provided to use the MATERIAL or any related patents of UNIVERSITY for commercial purposes.

If the RECIPIENT desires to use the MATERIAL or Derivatives for commercial purposes, the RECIPIENT shall first negotiate and obtain a commercial license from UNIVERSITY. It is understood by the RECIPIENT that UNIVERSITY have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive license to others, or sell or assign all or parts of the rights in the MATERIAL to any third party, subject to any-pre-existing rights held by others.

3.2 The USER will inform UNIVERSITY and THE SCIENTIST of the results obtained with the MATERIAL or Derivatives simultaneously to publication submission and THE SCIENTIST will be free to use that information for internal research purposes only.

**3.3** If the RESEARCH involving the MATERIAL results in an invention that may be commercially useful, the Recipient will promptly disclose the invention to UNIVERSITY.

Inventorship and ownership of any invention that may be commercially useful will be determined based on contributions of UNIVERSITY and RECIPIENT.

RECIPIENT recognizes the property rights of UNIVERSITY in the MATERIAL.

Prior to any commercial use of these Results a joint ownership agreement shall be executed. Without such agreement, the RECIPIENT will not have the right to use commercially these results.

ARTICLE 4. PUBLICATIONS

4.1 The source of the MATERIAL shall be acknowledged by the USER in any publication.

**4.2** The USER shall send a copy of any publication resulting from work with the MATERIAL or Derivatives to UNIVERSITY and THE SCIENTIST.

ARTICLE 5. CONFIDENTIALITY

**5.1**  The RECIPIENT acknowledges the confidential nature of the MATERIAL and agrees:

* to limit access to the MATERIAL only to personnel involved in RESEARCH.
* to ensure that all said employees involved in the Research comply with the provisions hereof
* to take all reasonable measures to avoid this personnel transfering any or all the MATERIAL or Derivatives to a third party without the prior express written consent of UNIVERSITY.

**5.2** All exchange, in written or oral form, between the PARTIES, will be bound by confidentiality.

ARTICLE 6. WARRANTY

6.1 The MATERIAL provided hereunder is understood to be experimental in nature and may have hazardous properties.

**6.2** The MATERIAL is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. UNIVERSITY makes no representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right.

ARTICLE 7. LIABILITY

7.1 The RECIPIENT shall handle the MATERIAL in compliance with all laws and governmental regulations and guidelines applicable to the MATERIAL at the time of use.

The RECIPIENT undertakes to ensure that all said employees involved in the Research comply with the provisions hereof.

**7.2** In no event shall UNIVERSITY be liable for any use by the RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind of nature, which may rise from or in connection with this Agreement or the use, handling or storage of the MATERIAL.

**7.3** The RECIPIENT will hold UNIVERSITY harmless and indemnify UNIVERSITY for any loss from the RECIPIENT’s use, handling, storage or other activity connected with the MATERIAL.

**ARTICLE 8. TERM**

8.1 This Agreement shall come into force on the latest date of signature for the expected duration of the RESEARCH as defined in Annexe 1, unless sooner terminated.

8.2 Articles 3, 4, 5, 6, 7, 8 and 9 remain in full force after expiration of the Agreement.

**ARTICLE 9. GOVERNING LAW AND DISPUTES RESOLUTION**

**9.1** This Agreement shall be construed and governed by the laws of France.

**9.2** 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.

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| --- | --- |
| UNIVERSITY | THE RECIPIENT |
| Signature: | Signature: |
| Print name: | Print name: |
| Position: | Position: |
| Date: | Date: |
|  |  |
| THE SCIENTIST | THE USER |
| Signature: | Signature: |
| Print name:  Jean-Paul Herman | Print name: |
| Position:  Group leader, CRN2M CNRS UMR 6231 | Position: |
| Date: | Date: |

**Annex 1**

1.1 The RESEARCH:

*(Describe briefly the intended scientific research work for which the MATERIAL will be used )*

2.2 Designation of the Responsible staff scientist ("USER") conducting and/or supervising the RESEARCH in the RECIPIENT Institution:

*(Please insert name of the laboratory and its address, name and position of the responsible scientist)*

1.3 Expected duration of the RESEARCH: