

MTA Reference N°:

Standard Material Transfer Agreement of PHENOMIN MOUSE - For Non-Commercial Purposes only

This PHENOMIN Standard Material Transfer Agreement (the "PSMTA") is concluded by and between:

(1) Institut National de la Santé et de la Recherche Médicale ("INSERM"), 101, rue de Tolbiac - 75654 Paris Cedex 13, France, represented by its Regional Delegate Dominique Nobile, acting on the behalf of the Centre d'ImmunoPHEnomique ("CIPHE") headed by Bernard Malissen, under the frame of the National Infrastructure for Phenogenomic ("PHENOMIN") hereafter referred to as ("Mouse Producer")

And

(2) The **Recipient** Institution, represented by its **Authorized official** and acting on behalf of its **Principal scientist/s**, as defined in the **Annex**, hereafter referred to as ("Recipient")

1. Definitions

1.1 "Material" means all material(s) supplied to Recipient, as described in the Annex of this PSMTA, together with, any progeny or descendants of the foregoing which have not been intentionally modified and, any substances, functional subunit(s) or product(s) expressed by any of the foregoing materials which have not been intentionally modified. Mice created from supplied embryos and gametes shall be considered Material.

1.2 "Modifications" are substances created by the Recipient or Staff which contain/incorporate the Material, e.g. but not limited to homologous recombination products, cassette exchange products, germ line transmission products, crosses, breeding varieties, cell fusions, subcloning products etc.

1.3 "Commercial" means the sale, lease, licence, disposal or other transfer of Material to a for-profit organisation and, any use by any organisation, including the Recipient or Staff, to perform contract research on behalf of a for-profit organisation, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license of a product or transfer of the Material to a for-profit organisation.

1.4 "Staff" means the Recipient's Researcher/s and those individuals under the direct supervision of the Researcher/s.

2. Use of the Material

2.1 Recipient shall itself, and procure that Staff, shall comply with all laws, regulations and codes of practice applicable to the Material and its use, storage and disposal as exist in the Recipient's place and country, including all guidelines for research on biological materials and animals. The Material shall not be used in humans or for diagnostic testing of human tissue or samples.

2.2 The Material shall only be used for non-Commercial purposes and only by the Recipient and Staff and must not be released to any other person or entity or used for any other purpose without the prior written consent of the Mouse Producer. The Recipient (i) shall acknowledge PHENOMIN, and CIPHE will register the alleles carried by mice with a new mutation engineered from/with the Material with Mouse Genome Informatics (MGI); and (ii) will submit breeding pairs to the PHENOMIN mouse public repository at the Transgenesis, Archiving and Animal Models Laboratory ("TAAM") or CIPHE, for cryopreservation and distribution to third parties for non-commercial purposes, using this PSMTA in substantive form.

2.3 Recipient shall pay a handling fee and shipping costs. Recipient is responsible for obtaining all import and export clearances and licences and arranging itself for the import of the Material to its local jurisdiction and facility.

2.4 Recipient shall, subject to Section 5, own title in any physical Modifications that it or the Staff creates.

2.5 Modifications shall only be used for non-Commercial purposes and only by the Recipient and Staff. Recipient may release Modifications to non-profit organizations for non-Commercial use.

3. Publication

Recipient shall acknowledge the PHENOMIN and CIPHE, its respective

executive center, Mouse Producer and/or those who made the Material as the source of the Material in any publication or public disclosure.

4. Confidentiality

The Recipient and Staff undertake to keep confidential all information relating to the Material, not in the public domain prior to the execution of the PSMTA, transmitted orally, by writing or by any other manner, pursuant to this agreement.

5. Intellectual Property

5.1 All intellectual property rights ("IPR"), results, data and discoveries arising out of Recipient's and/or Staff's use of the Material shall belong to the Recipient, provided that the Mouse Producer retains sole ownership of any IPR in the form of the Materials.

5.2 If the Recipient or Staff create, own, benefit from or acquire any intellectual property rights in respect of (i) any Modifications, or (ii) any invention which directly relates to the use of the Material under this PSMTA, the Recipient shall, to the extent it is legally able to do so, grant to the Mouse Producer a non-exclusive, worldwide, royalty-free, sub-licensable, fully paid-up licence to use such IPR for the Mouse Producer's own internal, non-Commercial research and teaching purposes and to allow Mouse Producer to continue to distribute the Material and applicable Modifications to third parties for non-Commercial research and teaching purposes.

6. Warranty and Liability

Recipient accepts that Material is provided "as is" and is experimental in nature, may have hazardous properties and is supplied without representation or warranty of any kind, express or implied. Recipient agrees that any and all liability of Mouse Producer associated with the transfer of the Material or use of Modifications is excluded to the maximum extent permitted by law. Recipient assumes all and any liability for claims which may arise from (i) it or its Staff's use, storage or disposal of the Material or Modifications or (ii) as between Recipient and Mouse Producer, any third party's use, storage or disposal of the Modifications where such third party has received Modifications from the Recipient.

7. Miscellaneous

7.1 Any dispute arising from the interpretation and/or implementation of this PSMTA, which cannot be settled amicably, the territorially competent court shall be that of the place where the defendant resides. The applicable law will be the national law of the defendant court.

7.2 This PSMTA shall remain in force until conclusion of the experiments shown in the Annex or for as long as the Recipient and/or Staff have possession of any of the Materials or Modifications, whichever is the longer. Sections 5 and 6 shall survive the expiration or termination of this PSMTA for any reason.

7.3 This PSMTA is personal and non-assignable by the Recipient and it, together with its Annex, constitutes the entire agreement and understanding between the parties relating to its subject matter.

Signatures (Executed in two originals)

For the **INSERM**
Dominique Nobile,
Regional Delegate

Signature

Date

For the **CIPHE**
Bernard Malissen,
Director

Signature

Date

For the **Recipient**
Authorized Official

Signature

Date

For the **Recipient**
Principal Scientist/s

Signature

Date

ANNEX

Recipient's Institution legal name and place of business (*"Recipient"*):

Recipient principal scientist's name, full address, telephone number and e-mail (*"Principal Scientist/s"*):

Recipient authorized official's name, full address, telephone number and e-mail (*"Authorized Official"*):

Description of Material:

Aims of the intended experiments: