MATERIAL TRANSFER AGREEMENT

This agreement is made by and between [***insert the RECIPIENT's name***], a ***[country to be completed]*** law company OR[***insert the legal status of the contractor***] having its registered office at ***[to be completed]***, represented by ***[to be completed]***, in his/her capacity as ***[to be completed]***, duly authorized for the purposes hereof, (the "**RECIPIENT**"), and the Association Institut de Myologie, a French nonprofit organization having its principal offices at GH Pitié Salpêtrière, Bâtiment Babinski, 47-83 boulevard de l'hôpital – 75651 Paris Cedex 13 – France represented by Marianne Perreau-Saussine in her capacity of Secretary General (the "**DONOR**").

Each of RECIPIENT and DONOR may be referred to herein as a "Party" or collectively as the "Parties."

DONOR is acting in its own and for the joint research unit entitled "Centre for Research in Myology" - U 974, between AIM, Sorbonne Université and Inserm,

DONOR through its Centre for Research of Myology has generated a transgenic mouse model with the mouse CXCL13 transgene expressed in all keratin 5 positive epithelial cells, named K5-CXCL13-F12.
RECIPIENT desires to receive this mouse model.

DONOR agrees to transfer this model and especially by the scientist responsible of such biological material (hereinafter the "Scientist") to the benefit of the RECIPIENT, subject only to the RECIPIENT's strict respect of the conditions stated in the present agreement (hereinafter referred to as the "Agreement").

RECIPIENT *Investigator employer*	***[To be completed]***
Investigator *Asking for Original Material*	Name: [***To be completed]*** e-mail: [***To be completed]***
Site of investigation Address where Research shall be conduct	***[To be completed]***
Original Material *description and quantity*	Transgenic mice K5-CXCL13-F12 Transgenic mice with the mouse CXCL13 transgene expressed in all keratin 5 positive epithelial cells.
Scientist *who will provide the Material*	Dr. Rozen Le Panse Centre for Research in Myology – U 974 105 bld de l'hôpital 75013 Paris, France Tél : 0033 (0)1 40 77 81 23 Email: rozen.lepanse@upmc.fr
DONOR Laboratory	Centre de Recherche en Myologie – U974
Research Which shall be carried out by the Investigator through the use of Original Material	***[To be completed]***
Duration of the Research	***[Xx]*** months

I.DEFINITIONS -

(i) Commercial Purposes: The sale, lease, license, or other transfer of the Material to a for-profit organization. Commercial Purposes shall also include uses of the Material by any organization, including RECIPIENT, to perform contract research, to screen compound libraries for third parties, to produce or manufacture product for general

sales, or to conduct research activities that result in any sale, lease, license, or transfer of the Material to a for-profit organization. Notwithstanding the foregoing, Commercial Purposes shall not include the screening of compound libraries for RECIPIENT'S own purposes e.g. such described in Research.

(ii) Material: Original Material, Progeny, and Unmodified Derivatives, and of any of the foregoing materials contained or incorporated in Modifications. The Material shall not include substances created by RECIPIENT through the use of the Material, Progeny or Unmodified Derivatives.

(iii) Original Material: The research material described above being transferred by DONOR, including all relevant data.

(iv) Progeny: Unmodified descendant from the Original Material.

(v) Unmodified Derivatives: Substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the Original Material.

(vi) Modification: any substance (chemical, biochemical, biological) created by RECIPIENT, that is a modification of the Original Material.

(vii) Affiliates: A company which, directly or indirectly, controls or is controlled by RECIPIENT or is under common control with RECIPIENT. Control means ownership of more than fifty percent (50 %) of the capital stock or the voting rights of the respective company.

TERMS AND CONDITIONS OF THIS AGREEMENT

1. OBJECT

1.1 RECIPIENT acknowledges that this Agreement is entered into in order to encourage scientific collaboration aimed at further development and application of the Original Material and exchange of technical data.

1.2 DONOR agrees to supply the Original Material to RECIPIENT under conditions set forth herein.

2. SUPPLY OF ORIGINAL MATERIAL

2.1 Subject to the terms and conditions of this Agreement, DONOR hereby grants RECIPIENT a non-exclusive research licence, solely and exclusively for the purpose of the Research. Consequently, the RECIPIENT undertakes to use the Material only to this end, to the exclusion of any other use.

2.2 The Scientist shall send the Original Material to the Site of investigation to the attention of the Investigator, at RECIPIENT's expenses.

2.3 DONOR and the Scientist could not be held responsible for the possible damages of transport. Should the Original Material not arrive or arrive at the Site of investigation under conditions such as it would be unusable, the Scientist will send again the Original Material to the Site of investigation to the attention of the Investigator, at RECIPIENT's expenses.

2.4 The Original Material sending charges shall be integrated, if necessary, under the financial conditions mentioned in the Agreement.

3. USE

3.1 RECIPIENT agrees that the Material:

(a) is to be used solely for purpose of Research described here before;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

(c) is to be used only in compliance with all laws and regulations applicable to the Material; and

(d) is to be used only by scientists working in RECIPIENT's laboratories or scientists of contract research organization providing research services under the RECIPIENT's direct responsibility, solely for purpose of Research.

(e) will not be modified for any purpose.

RECIPIENT shall at no time sell, distribute or propagate for distribution, lend or otherwise transfer the Material, in whole or in part, to any third party, without DONOR's prior express, written consent except to its CRO named above under the RECIPIENT's direct responsibility.

RECIPIENT therefore endeavours within its laboratory to restrict access to the Material to personnel qualified to safely handle said Material. Recipient confirms that, to the best of its knowledge, its employees using the Material are qualified to use the Material.

RECIPIENT shall be responsible for the proper and safe handling, storage and use of the Materials after receipt of the Material, in compliance with all applicable national and international laws and regulations, specifications and guidelines which are applicable at the time of use and any instructions or advice provided by DONOR on delivery.

RECIPIENT will make its business of obtaining all authorisations needed to the conduct of the Research.

3.2 Without prior written consent from DONOR, RECIPIENT may NOT provide Material for Commercial Purposes. If RECIPIENT wishes to use or obtain a license of the Material for Commercial Purposes, RECIPIENT may first require a commercial license from DONOR, and DONOR has no obligation to grant such a license to RECIPIENT. RECIPIENT acknowledges that DONOR can, in addition, grant a license, exclusive or non-exclusive, sell or assign all or part of said rights under the Material to third parties, subject to antecedent rights held by others.

3.3 RECIPIENT acknowledges that nothing herein shall create, or be construed to create any license to RECIPIENT or any obligation to enter into any other agreement.

3.4 For the avoidance of doubt the term ""Original Material" or "Material", shall be different from and shall not comprise: Chemical and biological molecules which have been identified by use of Material e.g. by a screening procedure (thereinafter "identified molecules"). Such "identified molecules" as well as all results and information pertaining to such "identified molecules" shall be the property of RECIPIENT. RECIPIENT shall have the right to use such "identified molecules" as well as all results and information pertaining to such "identified molecules" by its own discretion, and the information pertaining to such "identified molecules" shall be the confidential information of RECIPIENT.

4. PROPERTY

4.1 The Material is the property, in the possession or under the lawful control of DONOR who holds and retains all right, title and interest in and to the Material at all times. Each Party remains owner of intellectual property rights owned and/or licensed by that Party as of the Effective Date.

Except for the rights explicitly granted under this Material Transfer Agreement ("MTA"), nothing in this MTA will be construed as conferring on RECIPIENT any implied right, title deed, exploitation, licence right to Material, or option to license Material, any technology, or any patent or patent application in relation to the Material and will not create any obligation, by implication or otherwise, of either Party to enter into any further Agreement with the other Party.

Consequently, RECIPIENT will not include the Material in any claims of patent application or other deed of industrial property without the preliminary written agreement of DONOR. Notwithstanding the foregoing, RECIPIENT shall be free to pursue patents for any of its "identified molecules" and related data.

DONOR reserves the right to distribute its Material to third parties and to use the Material for its own purposes.

Furthermore, DONOR retains all pre-existing rights it may have in accordance with intellectual property laws, in particular patentable, from the use of the Original Material other than by RECIPIENT.RECIPIENT will not combine, mix with another material, proceed to manipulations or alterations on the Material, (i) in a way which could affect the rights of DONOR on the Material, without written and preliminary agreement of DONOR, or (ii) outside the Research.

If RECIPIENT breaks this Agreement and creates modification of the Material, these modifications will be the exclusive property of the DONOR. RECIPIENT would then undertake to supply to DONOR, free of charge and within the best delay, the modifications resulting from the use of Material.

4.2 RECIPIENT retains ownership of (a) Modifications (except that DONOR retains ownership rights to Material incorporated therein) and (b) those substances created through the use of the Material but which do not contain or constitute Material.

4.3 RECIPIENT will not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights (copyrights, trademarks,...) claiming Material, or any other material that could not have been made without the Material, or manufacture or use method(s) of the Material. Notwithstanding the foregoing, the terms Material and/or material as used within this section shall be different from and shall not comprise "identified molecules".

4.4 RECIPIENT shall retain all property and solely own all rights with respect to "identified molecules" as well as all results and information pertaining to such "identified molecules" that will be collected by use of the Original Material. For the avoidance of doubt, the term " Material as particularly used in 3.4 shall not be included by such rights of RECIPIENT.

4.5 RECIPIENT shall report to DONOR on the Research by sending to DONOR a high-level activity report at the end of the Research. Any and all reports generated by the RECIPIENT shall be the confidential information of RECIPIENT. Recipient shall not be required to identify any "identified molecules" in such activity report.

5. PUBLICATION - CONFIDENTIALITY

5.1 This Agreement shall not be interpreted to prevent or delay publication of Research findings resulting from the use of the Material. RECIPIENT may publish or disclose the results and/or Modifications, so long as confidentiality and intellectual property rights of DONOR are not compromised.

RECIPIENT shall supply DONOR with a copy of all publication draft at least thirty (30) business days prior to submission for publication.

5.2 Authorship (in particular authorship of DONOR's employees) of any publications will be in accordance with the contributions of each Party to the Research results and authorship best practice.

RECIPIENT will provide appropriate acknowledgement of DONOR as the source of the Material in any and all publications reporting use of / referencing the Material or the Modifications.

RECIPIENT agrees not to claim, infer, or imply DONOR endorsement of the Research or personnel conducting the Research.

5.3 Nothing however in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of DONOR or any of his marks.

5.4 RECIPIENT undertakes to respect and maintain strictly confidential all information identified as confidential received from DONOR or Laboratory.

DONOR undertakes to respect and maintain strictly confidential all technical and non-technical information, whether tangible or intangible, received from RECIPIENT.

RECIPIENT ensures that its personnel and any other persons in its service in any respect whatsoever respect and agree to respect the confidential nature of said confidential information.

RECIPIENT undertakes to use confidential information only in the framework of the present Agreement.

Article 5.4 disposals shall take effect upon execution of the present Agreement and shall stay in force for a five (5) years period, notwithstanding expiration or earlier termination of the present Agreement.
They shall not apply to information that

(a) is public knowledge or after disclosure hereunder becomes public knowledge through no fault of the receiving party; or

(b) was in the receiving party's possession on a non-confidential basis before it was received hereunder; or

(c) is received by the receiving party from any third party without obligation to the disclosing party; or

(d) can be shown by the receiving party to have been developed independently by the receiving party or its Affiliates without recourse to Information disclosed hereunder; or

(e) is required to be disclosed by law or pursuant to a judicial or governmental order.

6. FINANCIAL CONDITIONS

The Material is transmitted:

☒ free of charge [***for Academic contractors***]

□ in counterpart of the amount of …… Euros VAT excluded (……..€ HT) to reimburse the DONOR for the preparation costs (costs incurred by DONOR in preparation, maintenance, packaging) [***for for-profit contractors].*** For the avoidance of doubt, the shipping costs are not included in the aforementioned amount.
DONOR shall send an invoice, which shall mention the methods of payment (delay, account) to the following attention of RECIPIENT:
[To be completed]

The Material shall be shipped by [***World Courier/Fedex - account number n°: to be provided at the time of the shipping]***- at the request of the RECIPIENT.

7. WARRANTIES

7.1 RECIPIENT accepts the Original Material "as is" and acknowledges that it is experimental in nature and that it should be used with prudence and appropriate caution, since not all of its characteristics are known and it may have hazardous properties. DONOR MAKES NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NO WARRANTIES, EXPRESS OR IMPLIED ARE OFFERED BY DONOR OR BY THE INVENTORS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIAL OR AGAINST INFRINGEMENT. DONOR and its directors, officers, employees, or agents assume no liability and make no representations in connection with the Material use by RECIPIENT. RECIPIENT will defend, indemnify and hold harmless DONOR, its directors, officers, employees, and agents from any damages, claims, or other liabilities which may be alleged to result or arise from RECIPIENTS's use of the Material or information related thereto provided that such damages, claims, or other liabilities was not a result of gross negligence, or willful misconduct by DONOR, its directors, officers, employees, and agents. DONOR makes no representation that the use of the Material will not infringe any intellectual property right of any third party and RECIPIENT shall in any case be entirely responsible for the use of such Material.

7.2 The Materials shall be produced in compliance with all applicable laws, rules, and regulations.

The Material is made available only for investigational use in in vitro experiments or for laboratory testing purposes as expressly agreed in the Research. RECIPIENT will not use the Material in human beings (whether in clinical trials, for therapeutic, diagnostic or feed purposes) or for any other purposes not specifically referenced in this MTA.

RECIPIENT assumes full responsibility for complying with the recipient local regulations and rules.

8. TERMS OF CONTRACT

8.1 This Agreement enters into force at the last date mentioned on signature page and shall be terminated on completion of RECIPIENT's current Research with the Material.

8.2 Either party may terminate this Agreement within thirty (30) days after sending written notice if (1) the other party commits a material breach of this Agreement and (2) the party notifies the other party of that material breach, and (3) that material breach remains uncured for thirty (30) days following receipt of that notification. The exercise of this faculty of termination does not dispense the breaching Party to fulfil its obligations up to the date that the said termination takes effect.

Neither Party shall be liable to the other for failure to perform any obligation on its part herein contained for so long as and to the extent that such performance is prevented by reason of force Majeure.

8.3 At the expiration date of said period or at the effective expiration date, RECIPIENT shall discontinue its use of the Material and shall, according to DONOR instructions, return or destroy any remaining Material.

8.4 The provisions of Section 4 (Property) and Section 5 (Publication-Confidentiality) shall survive expiration or termination of this MTA. In addition to such provisions which survive the termination of this MTA by operation of law, any provisions which, by nature or by purpose, should survive expiration or termination hereof shall remain in full force and effect in accordance with their terms.

8.5. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Either Party may not assign this Agreement to an Affiliate or to any successor-in-interest by way of merger, acquisition, or sale of all or substantially all of its assets, without the other Party's prior written approval.

9. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by the laws of France. The French court shall have sole jurisdiction for any litigation related to interpretation or execution of the Agreement, which parties shall not solve in an amicable way.

10. **MISCELLANEOUS**

10.1 This Agreement constitutes the complete Agreement between DONOR and RECIPIENT with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

10.2 Notices

For RECIPIENT: ***[To be completed]***

For DONOR:

For scientific purposes:

Centre de Recherche en Myologie
Attn: Dr. Rozen le Panse
105, bld de l'hôpital
75651 Paris cedex 13, France
e-mail: rozen.lepanse@upmc.fr

For administrative and legal purposes:

Association Institut de Myologie
Attn: Secretary General
47, bld de l'hôpital - G.H. Pitié-Salpêtrière - Bâtiment Babinski
75651 Paris cedex 13, France

In witness whereof, RECIPIENT and DONOR have executed this agreement as of the date below written.

Association Institut de Myologie	**Name of the RECIPIENT**
Signature_____	Signature _____
Name : Marianne Perreau Saussine	*(Authorized signatory)*
Title : Secretary-General	Name :
Date :	Title:
	Date:

READ, UNDERSTOOD AND AGREED TO BY THE SCIENTIST :

Signature_____
Name: Dr Rozen le Panse
Date:

READ, UNDERSTOOD AND AGREED TO BY THE INVESTIGATOR :

Signature_____
Name:
Date: