

MATERIALS TRANSFER AGREEMENT

This materials transfer agreement (“*Agreement*”) is made on the Effective Date (see below) (“*Effective Date*”)

BETWEEN:

- Limoges University the administrative seat of which is located at Hôtel de l’Université – 33 rue François Mitterrand - BP 23 204 - 87032 Limoges
- (1) represented here by Isabelle KLOCK-FONTANILLE
(hereinafter referred to as “*University*”)

Acting on behalf of the laboratory UMR CNRS n°7276 INSERM n°1262 CRIBL,
managed by Dr Yves DENIZOT, hereinafter referred to as the “*Laboratory*”,

AND

X [provide the partner’s details and the capacity of the person representing it and signing the Agreement]

(hereinafter referred to as “*The Recipient*”)

which are also each referred to hereinafter as a “*Party*” and which are also both collectively referred to hereinafter as the “*Parties*”;

BACKGROUND

University owns the materials and related information described in Appendix 1 (“*Materials*”)

The Recipient wishes to obtain sufficient quantities of the Materials to be able to conduct the research described in Appendix 2 (“*Research*”)

University is prepared to supply Recipient with Materials on the terms and conditions set out in this Agreement.

IT IS AGREED

1. Ownership of Materials

- 1.1 University is and shall remain the owner of any Materials supplied to the Recipient under this Agreement.
- 1.2 To allow the Recipient to conduct the Research (and for that purpose only) University grants to the Recipient, for the duration of the Term (as defined in Article 8.1), a non-exclusive, worldwide, non-transferable, revocable, non commercial research licence to use the Materials.

2. Supply of Materials

- 2.1 University will, as soon as reasonably possible after signature of this Agreement, supply The Recipient with sufficient of the Materials to enable The Recipient to conduct the Research.
- 2.2 The Recipient understands and agrees that the Materials (1) may be experimental in nature and/or may not have been fully researched; (2) are provided “as is”; and/or (3) may have

hazardous properties. The Recipient further understands and agrees that it shall use the Materials at its own risk and sole liability, and that University gives no warranty that the Materials will be suitable for the purposes of the Research or for any other purpose, and that consequently, University will not be liable for any loss or damage of any nature whatsoever which may arise as a result (direct or indirect) of the Recipient's use of the Materials and the Recipient agrees to indemnify University, its shareholders, directors, employees and agents, and each and all of them, and will hold the same harmless from any and all claims, losses, damage or liabilities that might arise from the Recipient's possession or use of the Materials.

3. Use of Materials

- 3.1 The Recipient agrees to use the Materials solely for the purpose of conducting the Research and for no other purpose whatsoever, without prior permission of University
- 3.2 The Recipient agrees, warrants and represents that (1) the use of the Materials will be limited to the premises of the Recipient; (2) The Recipient shall handle and where applicable dispose of the Materials with the highest degree of care with regard to the toxicological and environmental dangers associated therewith and in accordance with all applicable laws and regulations (national and international) including without limitation all health and safety at work requirements and applicable regulations relating to work with recombinant materials; (3) proper procedures are in place and shall be observed in order to ensure such proper handling and disposal of the Materials; and (4) all Materials shall be made available only to personnel that is fully trained in such procedures.
- 3.3 NOTWITHSTANDING ARTICLE 3.1, IT IS UNDERSTOOD AND AGREED THAT THE RECIPIENT SHALL NOT USE THE MATERIALS IN OR IN ANY CONNECTION WITH HUMAN SUBJECTS (WHETHER FOR RESEARCH PURPOSES, CLINICAL TRIALS, DIAGNOSTIC PURPOSES, PROPHYLACTIC PURPOSES, THERAPEUTIC PURPOSES OR ANY OTHER PURPOSE), NOR IN OR FOR ANY RESEARCH INVOLVING HUMAN SUBJECTS, WITHOUT EXPRESS AND SEPARATE PRIOR WRITTEN PERMISSION OF UNIVERSITY, SUCH TO BE GIVEN OR DENIED AT THE SOLE DISCRETION OF UNIVERSITY.

4. Confidentiality

The Recipient shall keep the Materials secure and confidential (using no less care than it would use in relation to its own proprietary materials and/or confidential information) and shall not without prior written permission of University transfer, communicate, transmit, distribute, publish, release, provide access to or otherwise make available by any means whatsoever all or any part of the Materials to any third party other than those of The Recipient's employees who are directly involved in conducting the Research and who, prior to becoming involved in the Research, have been made aware of the terms of this Agreement and have agreed to be bound by its terms. The Recipient also agrees not to perform the Research with or on behalf of any third party without prior written permission of University.

5. Payments

In consideration of (1) the timely performance of the Services by University on behalf of The Recipient; (2) University providing the Materials, the Recipient agrees that the shipment cost will be at its own expense.

6. Intellectual property

- 6.1 Other than the limited research licence granted under clause 1 above, nothing in this Agreement shall be construed as granting to The Recipient, either expressly or by implication, any right or licence to the Materials, under any patent, patent application, trade secret, know how, confidential information, trade or service mark, copyright, or other intellectual property rights University possesses or may possess, nor any option to any such right or license.

6.2 University gives no warranty that the use of the Materials by The Recipient does not or will not infringe any third-party patents or other intellectual property rights. University will not obtain or provide any licences to third-party intellectual property rights in relation to the Materials.

6.3 The Recipient is and shall remain the owner of his background IP.

6.4. It is expressly understood and agreed that, irrespective of inventorship, all right, title and interest in any and all inventions, discoveries, improvements and/or further developments, whether patentable or not, that arise from the Research (herein collectively "*Inventions*") shall vest solely in The Recipient, and that The Recipient shall have the sole right (but shall be under no obligation) to apply for and to obtain, in or for any country or jurisdiction, at its sole discretion and expense, and without any obligation to University, patent protection for any *Inventions*.

IT IS AGREED that *Inventions* CAN NOT INCLUDED RESULTS ON THE MATERIALS WHICH SHOULD VEST SOLELY IN UNIVERSITY.

7. Acknowledgments

If The Recipient wishes to publish or present any results arising from the conduct of the Research and/or any *Inventions*, The Recipient will credit University appropriately in the publication or presentation by presenting one of the inventors of the Materials as an author.

8. Duration and termination

8.1 This Agreement will come into effect on the Effective Date and will (unless terminated earlier under sub-clause 8.2 below) continue until the completion of the Research ("*Term*"). This Agreement will terminate upon expiry of the Term.

8.2 University may terminate this Agreement at any time and with immediate effect on written notice to The Recipient if The Recipient is in breach of any of the terms of this Agreement (including but not limited to the warranties given by The Recipient).

8.3 The Recipient agrees, on termination of this Agreement (whether as a result of its breach or otherwise) to cease all use of the Materials and promptly to return to University all Materials then in its possession or under its control, or to deal immediately with those Materials in accordance with University's written instructions.

8.4 Termination of this Agreement will not affect any rights that may have accrued to The Recipient or University prior to termination.

8.5 The following provisions shall survive termination of this Agreement (whether as a result of its breach or otherwise): Clauses 1.1, 2.2, 3.2, and 4 to 19; as well as any such other Articles of this Agreement which shall be expected or intended by their nature to survive the termination of this Agreement.

9. Entire understanding

This Agreement represents the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior negotiations, representations, agreements and understandings between the Parties, whether verbal or in writing, relating thereto, unless expressly provided otherwise herein. Any and all amendments to this Agreement (including its Appendices) shall be made in writing and shall only become effective upon signing by both Parties. Nothing in this Agreement shall oblige either of the Parties to negotiate or to enter into any further agreements. Also, unless expressly provided otherwise herein, each Party shall bear its own expenses incurred in performing its obligations under this Agreement.

10. Representations and Warranties.

Each Party warrants and represents that it is entitled to enter into this Agreement and to meet any and all of the obligations that may arise on its part out of this Agreement.

11. Severability

The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. It is further the intention of the Parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added as part of this Agreement, a provision which shall be as similar as possible in economic and business objectives as intended by the Parties to such invalid, illegal, or unenforceable provision, but which shall be valid, legal, and enforceable, and shall be mutually agreed by the Parties.

12. No assignment

The Recipient may not assign the benefit of this Agreement without University's prior written consent, provided that The Recipient may, at its sole discretion but upon prior written notification to University, assign the benefit of this Agreement to its legal successor in connection with a merger or similar reorganization of, or in connection with the sale of all or substantially all of the assets or stocks in, the business to which this Agreement relates, whereupon this Agreement shall also be binding upon such legal successor.

13. No public announcement

Neither Party shall make any public announcement or communication in connection with the existence of this Agreement or its terms without the prior written consent of the other Party, which may be withheld without any reason being given unless a public announcement or communication is necessary in order to comply with the requirements of any stock exchange or similar regulatory body.

14. Rights of third parties

The Parties do not intend to create any rights in favour of any person not a Party to this Agreement or make any rights enforceable by or on behalf of any third parties. All laws in any country creating any rights in favour of third parties are excluded to the fullest extent permitted.

15. Counterparts

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Agreement may be executed by facsimile, provided such execution of facsimile copy is followed as soon as practicable by execution of two execution copies by regular mail.

16. Interpretation

It is acknowledged and agreed that any headings used in this Agreement are for convenience only and shall not in any way be used to define, limit, affect, interpret, construct or construe this Agreement. References to Appendices are to appendices to this Agreement, which form an integral part of this Agreement. The Parties represent and agree that that they have each contributed to and jointly participated in the negotiation and the drafting of this Agreement and that they have had ample opportunity to review this Agreement with their respective counsels and to influence the choice of language and terms herein. Consequently, the Parties agree that that the provisions of this Agreement shall be construed fairly as to both Parties and without any presumption or burden of proof with respect to either Party and regardless of the initial authorship of this Agreement or of any of its

clauses. Where appropriate, words importing the singular shall include the plural and vice-versa, and the term “or” shall include the meaning of “and”.

17. No waiver

Any failure or delay of any Party to assert and/or to enforce, in full or in part, any of its rights under this Agreement will neither be construed nor act as a waiver by said Party to later assert and/or enforce said right relative to the particular situation involved. Also, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18. Notices

Any notice required by and/or sent under this Agreement shall be in writing and shall be sent by pre-paid, first class, certified mail, addressed to:

For University/AVRUL:
Attn: Youssef BOUGHLEM
Ester Technopole
1 avenue d’Ester
87069 Limoges Cedex

For The Recipient:

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Att:

19. Affiliate

References to the Recipient in this Agreement shall include references to its Affiliates (if any). For the purposes of this Agreement, “*Affiliate*” means any university Controlling, Controlled by or under common Control with The Recipient and “*Control*” means the direct or indirect ownership of at least fifty percent (50%) of the voting stock or interest in a university and/or control of the composition of a university’s board of directors (“*Controlling*” and “*Controlled*” being construed accordingly). The Recipient agrees that it is responsible for any and all acts and omissions of its Affiliates as though those Affiliates were Parties to this Agreement.

20. Governing law

This Agreement shall be governed by and construed in accordance with the laws of France, without recourse to its conflicts of laws provisions. Any and all disputes that arise between the Parties in connection with this Agreement that cannot be amicably resolved shall be referred to the competent courts for resolution. Any controversy, claim or dispute that may arise out of this Agreement shall first be submitted to senior management of both Parties, who shall in good faith use their best efforts to resolve said controversy, claim or dispute within 60 (sixty) days from the date said controversy, claim or dispute is first submitted.

AS WITNESS, the parties hereto or their duly authorised representatives have duly executed this Agreement in duplicate by affixing their respective signatures below as of the day and year first written above.



Université
de Limoges

SIGNED

For and on behalf of University

For and on behalf of The Recipient

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.....

Name : Isabelle KLOCK-FONTANILLE

Name

Position : President

Position.....

Date.....

Date.....

**APPENDIX 1
MATERIALS**

The Recipient reference:

TASKS	MATERIALS	TIMING

[illegible]