**TRANSGENIC ANIMAL TRANSFER AGREEMENT**

 Pursuant to your request to the Institut National pour la Santé et la Recherche Médicale **InsERM U 839, Institut du Fer à Moulin 17 rue du Fer à Moulin 75005 Paris - France** (hereinafter "The Institut"), the Institut has agreed to send to **NAME and Institution** (hereinafter "Institution") the following transgenic or mutant animal (s) :

XXXX mice

 (hereinafter "Transgenic animal(s)") on a non-exclusive basis, subject to your and the Institution's acceptance of the following terms and conditions :

1. The Transgenic Animal(s) will be used solely for laboratory research under your immediate and direct control and not for any commercial purposes or for clinical experiments.

2. You agree to hold the Transgenic Animal(s) in strictest confidence and in a safe manner. You may not distribute the Transgenic Animal(s) to any other person or entity or allow any other person or entity to use them for any purpose without our prior written permission.

3. Institution whishes to obtain the Transgenic Animal(s) from Institut for its internal and non-commercial internal research purposes. The Transgenic Animal(s) that is/are covered by this Agreement includes the above referenced Original Animal including the substances they produce plus Progeny, Modification, Unmodified Derivatives thereof (e.g., subcultures, hybrids, subclones) that are cloned or raised by Institution) thereof (all of the foregoing, collectively “Transgenic Animal(s)”). Progeny for the purpose of this agreement means Unmodified Derivatives from the Transgenic Animal(s) and Unmodified Derivatives: for the purpose of this agreement means substances created by the Institution which constitute an unmodified functional subunit (without limitations zygotes, embryos, cells (e.g. hematopoietic cells), tissues, genetic materials, fluids (e.g. milk or urine) derived or recovered from the Transgenic Animal(s)) or product (proteins or other compounds) expressed by the Original Animal and dependently of whether or not such derivation involves further processing, culturing, purification, manipulation, formulation or other such steps. Modifications for the purpose of this agreement shall mean substances or materials created or developed by the Insitution which contain or incorporate the Transgenic Animal(s) or parts of the Transgenic Animal(s) (Original Animal, Progeny, Modifications or Unmodified Derivatives). The Transgenic Animal(s) shall not include other substances created by the Institution through the use of the Transgenic Animal(s) which are not Modifications, Progeny, or Unmodified Derivatives.

**Ownership:** The Original Animal Progeny, Unmodified Derivatives is and remain the property of Institut and is provided in bailment only. Ownership of Modifications will belong to Institution, however Institut retains ownership rights and Intellectual Property Rights to any form of the Transgenic Animal(s) included therein and Institution expressly not to apply for any patent or any other proprietary title without the permission of Institut, which would claim Transgenic Animal(s), Modifications or its use and expressly not to exploit or commercially use the results or developments that contain or incorporate the Transgenic Animal(s) even Institution may NOT provide Modifications for commercial purposes, without prior written consent from Institut.

4. The Transgenic Animal(s) are experimental in nature and Institut provides them "AS IS". **INSTITUT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSGENIC ANIMAL(S) AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. INSTITUT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY RIGHTS THAT MAY BE INFRINGED BY THE MANUFACTURE, USE, SALE OR TRANSFER OF, OR WITH RESPECT TO TITLE IN, THE TRANSGENIC ANIMAL(S).**

5. In consideration for Institut's providing the Transgenic Animal(s) hereunder, Institut The Institution acknowledges that the work to be performed with the Transgenic Animal(s) is a collaborative effort between the Institution and Providing Scientist of Institut and co-authorship shall be accorded to Dr L. Maroteaux as is usual and customary in the scientific community. Institution expressly to promptly inform Institut, of any invention or development, whether patentable or not, conceived or reduced to practice by Insitution through the use of the Material (“Developments”). Institution expressly agrees not to apply for any patent or any other proprietary title without the permission of Institut, which would claim Transgenic Animal(s), Modifications or its use and expressly not to exploit or commercially use the results or Developments that contain or incorporate the Transgenic Animal(s). Furthermore, Institution shall grant to Institut an irrevocable royalty-free non-exclusive license, to use and/or exploit any data or Developments on the Transgenic Animal(s), Developments or their use. Except as expressly stated here above, Institution is free to file patent applications claiming inventions made by Institution through the use of the Transgenic Animal(s) or Modification. Ownership of such Developments will be negotiated in good faith between Institution and Institut, hereto depending upon these parties relative contribution to the Developments and any applicable law and regulations relating to inventorship. In any case if any commercial revenue results from Institution’s use of the Transgenic Animal(s), the Institut will be entitled to an equitable share of any such revenues that accrue to the Institution.

6. Any publication or other public disclosure relating to the Transgenic Animal(s) work will be provided to Institut (and accepted by Institut in confidence) sufficiently in advance of publication or other public disclosure (but in any event at least two months prior to publication or disclosure) in order to allow reasonable opportunity for Institut to evaluate with you.

7. This agreement may be terminated on thirty (30) days written notice by either party to the other, in which case Insitution shall cease to use the Transgenic Animal(s) (and any descendants and materials covered by paragraph 3).

8. You agree to comply with all applicable laws, rules and regulations relating to the care, welfare, handling, breeding, storage, transfer and disposal of the Transgenic Animal(s), including all laws. You and your Institution agree to waive all claims against Institut and to indemnify, defend and hold harmless Institut, its employees and agents from and against all claims, damages and liability that may be asserted by third parties arising out of your use, care, handling, disposal, transfer, breeding and shipment of the Transgenic Animal(s).

9. Nothing in this agreement shall create or be construed to create any license to you or to your Institution or any obligation, express or implied on the part of Institut to enter into any other agreement. This letter constitutes our entire agreement with regard to the subject matter hereof, and there are no other promises, representations or understandings, written or oral, not set forth herein. This agreement may not be changed except by a writing signed by all parties hereto.

Please indicate your and your Institution's agreement to the foregoing terms by duly signing in the spaces provided below and returning this letter to us. Upon receipt, the Transgenic Animal(s) will be made available to you.

Thank you for your assistance.

|  |  |
| --- | --- |
| **Recipient Institution** | **For the Inserm U839** |
| **Authorized Official** | **Authorized Official** |
| Signature: |  |  | Signature: |  |
| Name: |  |  | Name: | Dr. JA. Girault |
| Title: |  |  | Title: | Director |
| Date: |  |  | Date: |  |
| Phone: |  |  |  |  |

|  |  |
| --- | --- |
| **Recipient Scientist** | **Inserm U839 Providing Scientist** |
| Signature: |  |  | Signature: |  |
| Name: |  |  | Name: | Dr L. Maroteaux |
| Date: |  |  | Date: |  |
| email: |  |  | email: | Luc.maroteaux@upmc.fr |
| Phone: |  |  |  | 331 45 87 61 23 |

For Approval