

MATERIAL TRANSFER AGREEMENT
FOR ACADEMIC RESEARCH PURPOSE ONLY WITH ACADEMIC AND NOT-FOR-PROFIT
ORGANIZATION*

BETWEEN :

GENOPLANTE-VALOR

Société par actions simplifiée au capital de 3.810.000 euros, organized under the law of France, hereinafter referred to as « GENOPLANTE-VALOR », whose registered office is located at 28, rue du Dr Finlay 75 015 Paris, FRANCE.

AND:

CIRAD

Centre de Coopération International en Recherche Agronomique pour le Développement, a French public body of an Industrial and Commercial nature, having its registered office at 42 rue Scheffer, 75116 Paris – France, organized under the Law of France (hereinafter "CIRAD"), acting on its behalf and for its laboratory

CIRAD and GENOPLANTE-VALOR are hereinafter collectively referred to as the «GENOPLANTE PARTIES».

on one hand,

AND :

(insert correct designation of the entity), hereinafter referred to as the « RECIPIENT », whose registered office is located at

(insert address)

Acting on its behalf and for its laboratory

(insert the research laboratory involved) , hereinafter the LABORATORY

Represented by _____,

in his/her capacity as _____

hereinafter

“RECIPIENT’s SCIENTIST”.

on the other hand.

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

****if you represent a profit organization or if you perform research supported by a private for profit organization you can not use this MTA.***

The RECIPIENT represents an academic and non-profit organization.

The RECIPIENT is interested to access to the MATERIAL defined in section 1 for conducting an in-house research program for academic purposes. In this Agreement, "academic purposes" means publication and dissemination to the public of the knowledge generated by the use of the MATERIAL.

In response to the RECIPIENT's request for the MATERIAL, GENOPLANTE PARTIES ask that the RECIPIENT and the RECIPIENT's SCIENTIST agree to the following terms and conditions , before the RECIPIENT receives the MATERIAL:

1. The MATERIAL which is covered by this Agreement consists of :

(list of line code number and corresponding plasmid code number)

The MATERIAL corresponds to all or parts of the plants or their products or extracts.

2. The MATERIAL was generated within the course of a Genoplante Program. The ownership of the MATERIAL remains with GENOPLANTE-VALOR.
No commercial or licence rights are granted or involved in GENOPLANTE-VALOR's supply of the MATERIAL to the RECIPIENT.
3. The MATERIAL is being supplied on a non-exclusive basis for the sole purpose of conducting an in-house academic research work.
The research will be carried out at the RECIPIENT's LABORATORY and under the supervision of the RECIPIENT's SCIENTIST who is signing this Agreement.
The research excludes any deliberate release into the environment.
4. Accordingly, the RECIPIENT undertakes to use the MATERIAL solely for this above purpose.
The RECIPIENT agrees that:
 - The MATERIAL will be used neither outside its laboratory nor for any other purpose than the intended research.
 - The MATERIAL will not be used for plant breeding purposes.
 - The MATERIAL is not allowed to be used for research supported by a private for profit organization.

The RECIPIENT shall not transfer, even free of charge, the MATERIAL, in all or in part, to third parties without the prior written consent of the GENOPLANTE-VALOR.
The RECIPIENT assures that the MATERIAL will be handled only by those with sufficient skill, knowledge, experience and ability to use the MATERIAL.

5. It is expressly forbidden to handle or transform the MATERIAL in any way which may affect GENOPLANTE-VALOR's rights over the MATERIAL without the prior written consent of GENOPLANTE-VALOR.

The RECIPIENT is not authorized to combine, blend or incorporate the MATERIAL into other material (whether or not of biological nature) except for the purpose of the research conducted by the RECIPIENT's SCIENTIST.

6. The RECIPIENT agrees to inform GENOPLANTE-VALOR of the results obtained with the MATERIAL when these results are published, after acceptance for publication. No patent nor intellectual property right will be taken by the RECIPIENT from the results obtained from the MATERIAL unless a specific agreement with GENOPLANTE-VALOR is signed.
7. RECIPIENT shall acknowledge GENOPLANTE PARTIES in any publication reporting the use of the MATERIAL. In case of use of MATERIAL obtained with p4956, RECIPIENT shall acknowledge also the University of Cambridge. RECIPIENT shall send a copy of any publication to GENOPLANTE-VALOR attention to: I.P. administrator, GENOPLANTE-VALOR SAS, at 28, rue du Dr Finlay 75 015 Paris, France; Fax : + 33 1 69 47 54 10.
8. The MATERIAL provided hereunder is understood to be experimental in nature and may have hazardous properties. The MATERIAL is provided on a "as is" basis without warranty of merchantability or fitness for a particular purpose or any other warranty, representation or guarantee, expressed or implied, and with no liability whatsoever of GENOPLANTE PARTIES concerning the origin, nature and consequences in the use of such MATERIAL. GENOPLANTE-VALOR makes no representation or warranty of any kind, either expressed or implied that the use of the MATERIAL will not infringe any patent or other proprietary right. Unless prohibited by law, the RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use of the MATERIAL under this Agreement.
9. 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 and in the country of the RECIPIENT's LABORATORY. Indeed, RECIPIENT shall comply with the Carthagena Protocol on Biosafety if and when applicable in the country of RECIPIENT's LABORATORY (<http://www.biodiv.org>). The RECIPIENT undertakes to oblige all personnel involved in the research work to comply with the provision hereof.
10. In no event shall the GENOPLANTE PARTIES 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 with the shipment, use, handling or storage of the MATERIAL. The RECIPIENT will hold GENOPLANTE PARTIES harmless and indemnify the GENOPLANTE PARTIES for any loss from the RECIPIENT's misuse, handling, storage or other activity connected with the MATERIAL.
11. The MATERIAL is provided for a transmittal fee of 10 Euros to reimburse CIRAD solely for its preparation and distribution costs.
12. The MATERIAL shall be taken away by the RECIPIENT from CIRAD as indicated in the "instructions for Ordering" document by a carrier having duly authorized capability for Genetically Modified Organisms (GMO) and biological material transportation, at the RECIPIENT's sole costs (including packaging) and risks, in compliance with all relevant national or international regulations applicable to such biological material.
13. This Agreement shall be construed and governed by the laws of France. 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.

14. This Agreement shall come into force on the latest date of signature and last for the duration of the research carried out by the RECIPIENT's SCIENTIST.

Made in three counterparts.

GENOPLANTE-VALOR
Signature of Authorized Official:

RECIPIENT
Signature of Authorized Official:

Print name:

Print name:

Position of Authorized Official:

Position of Authorized Official:

E-mail of Authorized Official:

Date:

Date:

CIRAD
Signature of Authorized Official:

Certificat of RECIPIENT's SCIENTIST:
I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL

Print name:

Signature:

Position:

Position:

E-mail of RECIPIENT's SCIENTIST:

Date:

Date: