**Material Transfer Agreement for Cd205-IRES2DTREGFP Knock-In Mice**

**for Academic Research Purposes**

This Material Transfer Agreement (“Agreement”) becomes effective as of , 2012 between the parties below. This Agreement provides the terms and conditions for the transfer of certain material which contains material owned by INSTITUT NATIONAL DE LA SNATE ET DE LA RECHERCHE MEDICALE (“Inserm”). The Recipient shall acknowledge that the Material is made available to Recipient as a service to the research community to encourage scientific collaboration aimed at further development and application of the Original Material and exchange of technical data.

 Provider : RIKEN ( The institute of physical and chemical research)

 2-1, Hirosawa, Wako, Saitama, 351-0198, Japan

 Recipient: (Name of Legal Entity)

 (Address)

The parties agree as follows:

1. DEFINITIONS
2. “Commercial Purposes” shall mean the sale, lease, license or other transfer of the Material or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Recipient, to perform contract research, to screen compound libraries, 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 or Modifications to a for-profit organization.
3. “Material” shall mean Original Material, Progeny and Unmodified Derivatives.

The Material shall not include (i)Modifications or (ii) other substances created by Recipient through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

1. “Original Material” shall mean knock-in mice designated as Cd205-IRES2DTREGFP Knock-in mice. These mice were developed by Dr. Katsuaki Sato using materials owned by Inserm, including all relevant data.
2. “Progeny “shall mean unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
3. “Unmodified Derivatives” shall mean substances created by Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples are: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider and/or Inserm or monoclonal antibodies secreted by an hybridoma cell line.
4. “Modification” shall mean substances created by Recipient which contain or incorporate the Material.
5. SUPPLY OF ORIGINAL MATERIAL

 The Provider agrees to supply the Original Material to the Recipient under the terms and conditions

 of this Agreement. The Provider could not be held responsible for the possible damages of transport.

 Recipient shall understand that use of Original Material is subject to Inserm’s rights.

1. USE
2. The Recipient agrees that the Material :
3. is to be used solely for the purposes of the Research described in Exhibit A;
4. will not be distributed or released to any third parties for any purpose;
5. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
6. is to be used only in compliance with all laws and regulations applicable to the Material;
7. is to be used only in the Recipient Scientist’s laboratory and by scientists under the direct supervision of Recipient Scientist as described in Exhibit A; and
8. will be used by solely Recipient. Recipient will not use the Materials in collaborative research with third party without prior written consent from the Provider.
9. The Recipient shall have the right, without restriction, to distribute substances it has created by the Recipient through the use of the Original Material only if those substances are not Progeny, Modified Progeny, Unmodified Derivatives, or Modifications.
10. Without prior written consent from the Provider and/or Inserm, the Recipient may not provide Modifications and/or Modified Progeny for Commercial Purposes. If the Recipient wishes to use or obtain a license of the Material or Modifications for Commercial Purposes, the Recipient may first require a commercial license from the Provider and/or an legal entity which Inserm designates. The Provider and such legal entity have no obligation to grant such a license to the Recipient.

The Recipient acknowledges that the Provider and/or Inserm 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.

1. The Recipient acknowledges that the Material is or may be subject of a patent application.

Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights, including any altered forms of the Material made by the Provider and/or Inserm.

The Recipient acknowledges that nothing herein shall create, or be construed to create any license to the Recipient or any obligation to enter into any other agreement.

1. OWNERSHIP
2. Inserm and/or the Provider retain the ownership of the Material, including any Material contained or incorporated in Modifications. The Recipient shall acknowledge that Inserm retains the ownership of the Material, in whole or in part, or soley or jointly, as provided in the Material Transfer Agreement between Inserm and the Provider.

Furthermore, Inserm and/or the Provider retain all rights it may have in accordance with intellectual property laws under inventions, in particular patentable, which could result from the use of the Original Material by Recipient.

1. Modifications realized by both the Provider and the Recipient or by the sole Recipient, shall be the co-ownership of Inserm, the Provider and the Recipient, unless otherwise provided in the Material Transfer Agreement between Inserm and Provider.

Modified descendent from the Material, i.e, descendant from the Material that express new genetic characteristics, obtained by Recipient, for example, by cross-breeding or recombinant DNA methods(“Modified Progeny”) shall be owned jointly.

1. The Recipient retains ownership of those substances created through the use of the Material or Modifications, but which are not Progeny, Modified Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Original Material, Progeny or Unmodified Derivatives).

The Recipient agree to inform of any request of Modified Progeny by a third party. The Recipient will not provide or distribute Modified Progeny without written consent from the Provider.

The parties agree to negotiate for said substances which result from collaborative joint efforts between the parties or among the parties and Inserm as necessary.

If any conflict/dispute with regards to the ownership, including ownership of intellectual property rights, arises under this Agreement, the terms and conditions of the Material Transfer Agreement between Inserm and the Provider shall govern.

1. With exceptions above, ownership of all Research results, patentable or not, shall be function of the inventive contribution of the participants to their achievement. In case that all or part of the Research results could be protected by a new patent application naming one or more the Provider and Recipient inventors, the parties shall consult each other to define modalities of such patent application filing, and its exploitation conditions. The Provider reserves a right to include Inserm among co-owners of Research results.

Any patent application, or intellectual property rights claiming Modified Progeny, or methods of production or use of the Modified Progeny or claiming inventions made through the use of Modified Progeny shall be jointly owned, including Inserm as necessary.

1. The Recipient will not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights claiming Material, Modifications, or any other material that could not have been made without the Material, or manufacture or use method(s) of the Material or Modifications.
2. The Recipient undertakes to supply to the Provider, free of charge and within the best delay, the Modifications resulting from the use of Material. The Recipient shall acknowledge that the Provider may transfer such Modifications to Inserm.
3. CONFIDENTIALITY AND PUBLICATION
4. This Agreement shall not be interpreted to prevent or delay publication of Research findings resulting from the use of the Material or from its Modifications. The Recipient shall supply the Provider with a copy of all publication draft. The Recipient understands The Provider may forward such draft for Inserm’s review, as necessary.
5. In accordance with scientific customs, the contributions of those who have made Material available or of collaborators, if any, from Inserm will be reflected expressly in all written or oral public disclosures concerning Research using the Material by acknowldgement or co-authorship, as appropriate. The origin of the Material and any applicable patent notices must be included in such disclosures.
6. Additional Conditions for Publication
7. The Recipient shall send RIKEN any abstract of submission, oral or written presentation, and/or copy of draft of paper or research article which is resulted from the Research at least 30 days prior to the submission.
8. The Recipient shall cite/quote the paper/research article written by the developer of the Original Material if the Recipient publishes any results of the Research.

 Paper to be quoted: Proc. Natl. Acad. Sci. USA 109: 11288-11293, 2012

1. The Recipient agrees to co-authorship and shall list Dr. Katsuaki Sato as one of co-authors of the Recipient’s research article which is resulted from the Research.
2. Nothing however in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of Inserm or the Provider or any of their marks.
3. The Recipient undertakes to respect and maintain strictly confidential all information identified as confidential received from the Provider.

The 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. The Recipient undertakes to use confidential information only in the framework of the present Agreement. This section shall take effect on the enter into force of the present Agreement and shall stay in force for a five years period, notwithstanding expiration or earlier termination of the present Agreement.

1. FEE

The Original Material will be provided at free of charge (except actual cost of shipping).

1. NO WARRANTY AND LIABLITY

The Original Material is provided “as is” with all faults. The Original Material is experimental in nature and it may have hazardous properties. The Original Material should be used with prudence and appropriate caution, sicne not all of its characteristics are known.THE PROVIDER AND INSERM MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Inserm, the Provider and its directors, officers, employees or agents assume no liability and make no representation in connection with the Material use by the Recipient.

The Recipient will defend, indemnify and hold harmless Inserm, the Provider, its directors, officers, employees, and agents from any damages, claims or other liabilities which may be alleged to result or arise from the use of the Material or information related thereto.

The Provider and Inserm make no representation that the use of the Material will not infringe any intellectual property right of any third parties.

1. COMPLIANCE WITH LAWS

The Recipient agrees to use the Original Material in compliance with all applicable statutes and regulations.

1. TERMINATION
2. This Agreement shall be terminated on the earliest of the following dates:

(a) 2 years from the effective date of this Agreement;

(b) on completion of Recipient’s Research with the Material; or

(c) 30 days after sending by either party to the other of termination notice.

1. If termination or expiration occurs, the Recipient shall discontinue its use of the Material and shall, according to the Provider’s instructions, return or destroy any remaining Material. The Recipient shall, at its own discretion, also either destroy the Modifications or remain bound by the terms of this Agreement related to Modifications,
2. MISCELLEANEOUS
3. This Agreement shall be governed by the laws of Japan.

The parties agree to discuss and use efforts to resolve disputes arising from this Agreement in amicable manner, including if necessary, negotiation between each party's chief executive officers who have not previously been involved in this Agreement. If failed to solve a dispute in such a way, the parties agree that the exclusive place of jurisdiction shall be Tokyo, Japan. Tokyo District Court shall be the competent court of any dispute arises from this Agreement.

Notwithstanding above, the Provider may choose the French court as necessary.

1. This Agreement constitutes the complete Agreement between the Provider and the 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.

 Agreed:

 Provider Recipient

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| --- | --- | --- |
| By:  |  | By:  |
| Name: Toshihiko Shiroishi, Ph.D. |  | Name: |
| Title: Director |  | Title: |
| Date: |  | Date: |

 Provider’s Scientist Recipient’s Scientist

|  |  |  |
| --- | --- | --- |
|  |  | By:  |
|  |  | Name: |
|  |  | Title:Date: |
|  |  |  |

EXHIBIT A

Research

Recipient Scientist:

The Scientist laboratory :