



## MTA : MATERIAL TRANSFERT AGREEMENT

2022\_0000

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### . MATERIAL TRANSFER AGREEMENT for ACADEMIC AND FOR-PROFIT ORGANIZATION

#### I. PARTIES

The effective date hereof is 2022-08-10. The parties to this Agreement are :

A. The French Plant Genomic Resource Center (hereinafter INRA-CNRGV) with offices at INRA - BP 52627 - 31326 Castanet Tolosan Cedex - FRANCE and

B. The Your Laboratory : Your Laboratory. Your address . Your city . Your country ; hereinafter referred to as the "RECIPIENT" , acting on its behalf and for its laboratory Your Laboratory, represented by hereinafter "RECIPIENT's SCIENTIST".

#### II. TERMS AND CONDITIONS

A. Pursuant to a request from the RECIPIENT, INRA- CNRGV will provide a copy of the Triticum turgidum Ttu-B-LDN65 BAC library clone(s) ( list of clone identifiers. Exemple : 26G9, 12C3, BX817271... ) (hereinafter the "MATERIAL"). This biological material is the property of the University of California, Davis (UCD Dept. of Plant Sciences, One Shields Av. CA 95616-8515 - USA)

B. This transfer of the MATERIAL to the RECIPIENT in no way limits the rights of CNRGV to make other transfers or affects the policy of CNRGV that the MATERIAL is, and shall remain in the public domain.

C. The MATERIAL comprises a total of 3 tube(s).

D. CNRGV will provide the MATERIAL on payment by the RECIPIENT of 7 euros per clone (+ 13 euros for shipping cost) for preparation of the MATERIAL, shipping and handling. (1)

E. This is a "F.O.B. (free on board) Place of Shipment Contract."

F. The RECIPIENT agrees to and hereby indemnifies and holds CNRGV harmless for any and all damage or losses that might arise in any way from the RECIPIENT's use, handling, transportation, or disposal of the MATERIAL to the extent that such damages or losses are not the result of negligent or wilful misconduct on the part of CNRGV. Notwithstanding the foregoing, in case of damage or loss of the MATERIAL during transportation from CNRGV to the RECIPIENT, CNRGV will transfer another copy of said MATERIAL at the RECIPIENT's request and costs.

G. CNRGV makes no warranty, implied or expressed as to the merchantability or fitness of the material transferred for any particular use or purpose.

H. The RECIPIENT may not transfer the MATERIAL to any third party other than its affiliates and agrees that the RECIPIENT and its affiliates to use the clone for research and development purposes only.

I. The RECIPIENT agrees not to patent, protect, claim any title, deed or restrictive right on the Material.

J. The RECIPIENT agrees to acknowledge the contribution of the University of California by citing Pr Jorge Dubcovsky (UC Davis Dept. of Plant Sciences, One Shields Av. CA 95616-8515 - USA) and INRA-CNRGV (<http://cnrgv.toulouse.inra.fr/>) in any publication that may result from use of the Materials.

K. The RECIPIENT agrees to cite the publication Cenci A, Chantret N, Kong X, Gu Y, Anderson OD, Fahima T, Distelfeld A, Dubcovsky J. Construction and characterization of a half million clone BAC library of durum wheat (*Triticum turgidum* ssp. durum). (2003) .Theor Appl Genet. 107(5):931-9. in any publication that may result from the use of the Materials.

L. This Material Transfer Agreement does not imply any direct or indirect license or warranty whatsoever with regards to the Material and use thereof nor does it guarantee not to infringe on any rights or claims from third parties with regards to the Material or the Material's suitability, novelty or safety for any purpose whatsoever.

M. This agreement is subject to French law and exclusive interpretation by the French courts.

This document constitutes the entire agreement between the parties and only a signed writing may modify it. The validity period of this document is five years from the effective date of 2022-08-10. Made in two counterparts.

(1) VAT and Shipping charges will be added to the price according to the address of delivery. For customers within the EU, no VAT will be charged if you provide the VAT number of your organisation. No VAT is charged outside the EU.

For the CNRGV.

For the RECIPIENT : Your Laboratory .

Signature of Authorized Official :

Signature of Authorized Official :

Sonia VAUTRIN,

Position of authorized Official :

Position of authorized Official :

Date :

Director, CNRGV

Certificate of RECIPIENT's SCIENTIST :

Date :

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.

Signature :

Position :