



MTA : MATERIAL TRANSFERT AGREEMENT

2021_0000

Number of Pages : 2

. MATERIAL TRANSFER AGREEMENT for ACADEMIC AND FOR-PROFIT ORGANIZATION

I. PARTIES

The effective date hereof is 2021-05-16. 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. INRA, and in particular Mrs. Adam-Blondon from the "Génomique végétale" research unit in Evry (URGV), has created a BAC library of Vitis vinifera Cabernet Sauvignon described here as BAC Cabernet Sauvignon library. Pursuant to a request from the RECIPIENT, INRA-CNRGV will provide a copy of the Cabernet Sauvignon BAC clone(s) (list of clone identifiers. Exemple : 26G9, 12C3, BX817271...) (hereinafter the "MATERIAL") stored at the CNRGV

B. This transfer of this MATERIAL in no way limits the rights of CNRGV to make other transfers or affects the status of this BAC clone(s).

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. The RECIPIENT will not do any acts which could affect the rights of INRA on the BAC Cabernet Sauvignon library. The RECIPIENT is authorized to combine, to mix or to incorporate the MATERIAL with another BAC Library (biologic or not) for the needs of its researches and experiments. The RECIPIENT undertakes to use the MATERIAL according to the national and international laws and regulations and will make his business of obtaining all authorizations needed to the conduct of its researches and experiments.

H. INRA, by this agreement, do not grant any right, title deed, right of license or exploitation right, implied or express, to the RECIPIENT by the transfer of the MATERIAL, save express and written agreement of INRA and save distribution right as described hereunder.

I. It is strictly forbidden to the RECIPIENT to distribute to any third party the MATERIAL without the prior and written permission of INRA.

J. The MATERIAL supplied here is of experimental nature. INRA gives no warranty or representation as for its utility, efficiency, merchantability, non-toxicity, safety, fitness for a particular use. INRA declines any liability or responsibility concerning any and all damages caused by the MATERIAL, and by the use which could be made of it. INRA makes no representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right.

K. The RECIPIENT will include the origin of the biological material (URGV and INRA-CNRGV: <http://cnrgv.toulouse.inra.fr>) in any publication that may result from the use of the Materials.

L. The RECIPIENT agrees to cite the following publications: Adam-Blondon AF, Bernole A, Faes G, Lamoureux D, Pateyron S, Grando MS, Caboche M, Velasco R, Chalhoub B. (2005) Construction and characterization of BAC libraries from major grapevine cultivars. Theor Appl Genet. 110 (8):1363-71, in any publication that may result from the use of the Materials

M. The results stemming from the MATERIAL, obtained by the RECIPIENT, can be disclosed to third parties without the preliminary and written agreement by INRA.

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 2021-05-16. 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 :