



MTA : MATERIAL TRANSFERT AGREEMENT

2021_0000

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. MATERIAL TRANSFER AGREEMENT for ACADEMIC RESEARCH PURPOSE ONLY WITH ACADEMIC AND NOT-FOR-PROFIT ORGANIZATION :

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

I. PARTIES

The effective date hereof is 2021-09-26. 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, hereinafter the "LABORATORY", represented by hereinafter "RECIPIENT's SCIENTIST".

II. TERMS AND CONDITIONS

A. INRA, and in particular Mr. Abdelhafid BENDAHMANE from the "Génomique végétale" research unit in Evry (URGV), has created a BAC library of melon described here as Cucumis melo BAC library. Pursuant to a request from the RECIPIENT, INRA- CNRGV will provide a copy of the Cucumis melo Cme-B-PI161375 BAC library clone(s) (list of clone identifiers. Exemple : 26G9, 12C3, BX817271...) stored at the CNRGV (hereinafter the "MATERIAL"). The MATERIAL is the property of UMRGV-INRA, 2, rue Gaston Crémieux, 91057 Evry cedex, France.

B. The MATERIAL is being supplied on a non-exclusive basis for the sole purpose of conducting an in-house research and development program. This transfer of the MATERIAL to the RECIPIENT in no way limits the rights of CNRGV to make other transfers.

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

D. CNRGV will provide the MATERIAL on payment by the RECIPIENT of a transmission fee of 7 euros per clone (+ 13 euros for shipping cost) for right of use, preparation, handling and shipping of the MATERIAL. (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 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 INRA-CNRGV concerning the origin, nature and consequences in the use of such MATERIAL.

H. The RECIPIENT agrees that the MATERIAL will be used for in-house programs and will not be transferred to any third party.

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 INRA-CNRGV (<http://cnrgv.toulouse.inra.fr/>) and UMRGV-INRA in any publication that may result from use of the Materials. The RECIPIENT shall send a copy of any publication to INRA-CNRGV.

K. 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. 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.

L. 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 2021-09-26. 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

Date :