**MATERIAL TRANSFER AGREEMENT**

**Hereinafter referred to as the “MTA"**

**By and between:**

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| **SATT CONECTUS ALSACE,** a simplified joint stock company under French law (SAS), with a capital of 1 000 000 Eur, located 650 Bld Gonthier d’Andernach 67400 Illkirch Graffenstaden, represented by its CEO and Chairwoman , Mrs Caroline DREYER, hereinafter : **« CONECTUS »,** acting in its own name and in the name and on behalf of **UNIVERSITY OF STRASBOURG, “UNISTRA”** and **FRENCH NATIONAL INSTITUTE OF HEALTH AND MEDICAL RESEARCH**, “**INSERM**”, hereinafter jointly referred to as “**the PROVIDER**”,  **PROVIDER SCIENTIST**:  …………………………………………  **Name :**  …………………………………………  **First name:**  ………………………………………… |  | **Name of the COMPANY:** |
| ………………………………………………… |
|  |
| **Address:**  ……………………………………………  …………………………………………….  ……………………………………………. |
| Hereinafter referred to as the “**RECIPIENT**” |
| **RECIPIENT SCIENTIST:** |
| **Name:**  ………………………………………… |
| **First name**  …………………………………………  **Title:**  …………………………………………  **Phone:**  …………………………………………  **Email:**  …………………………………………  **Place of the Tasks:**  …………………………………………  …………………………………………  …………………………………………  ………………………………………… |
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| Material ("PRODUCT") and amount required for the Research described in Appendix 1:  …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………… |

The PROVIDER and the RECIPIENT are hereinafter individually referred to as the “Party”, and collectively as the “Parties”.

**The Parties hereby agree on the following:**

**DEFINITIONS**

a. “CONFIDENTIAL INFORMATION” means all information disclosed by a Party in connection with the PROGRAM, prior to or after signature of this Agreement, regardless of its way of transmission, including but not limited to product characteristics, processes of making and patent applications, and marked as CONFIDENTIAL.

b. “COMMERCIAL PURPOSES” means the sale, lease, license, research contract or other transfer of the PRODUCT to a for-profit organization.

c. “RESULTS” means, without limitation, any ideas, inventions, discoveries, know-how, data, documentation, reports, materials, writings, processes, principles, methods, techniques and other information that are discovered, conceived, reduced to practice or otherwise generated as a result of or in connection with the use of the PRODUCT by or on behalf of the RECIPIENT.

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1. The PROVIDER makes available to the RECIPIENT the PRODUCT on a non-exclusive basis for the purpose of academic in-house research only without the right to use it for COMMERCIAL PURPOSES.

2. The PRODUCT is the property of the PROVIDER and shall remain its property. The PRODUCT is made available as a service to the research community. The PRODUCT shall not be used for any other purpose including COMMERCIAL PURPOSES or distributed to others without the prior written permission of the PROVIDER. The RECIPIENT agrees not to reverse engineer, decompile, disassemble, modify, adapt, translate or otherwise alter in any way, any prototype, product, sample, software, schematic, flowchart or other tangible objects which embody the PRODUCT, except if so authorized in writing by the PROVIDER.

3. On a regular basis and confidentially, the RECIPIENT shall inform the PROVIDER and the PROVIDER SCIENTIST of the RESULTS of its work, obtained by using, or from, the PRODUCT.

4. If the RECIPIENT or RECIPIENT SCIENTIST wishes to publish or disclose anything concerning the RESEARCH, the contributions of those who made the PRODUCT available or of collaborators, will be reflected expressly in all written or oral public disclosures relating to the Research, by acknowledgment or co-authorship, as appropriate. However, if the PRODUCT or the RESULTS are subject to a patent application, the publication can be postponed upon PROVIDER decision for a period up to 18 months from the filing of the aforementioned patent.

5. The PROVIDER expressly reserves all intellectual property right which pertain to the use by the RECIPIENT of the PRODUCT according to intellectual property law. The RESULTS of the RESEARCH are the property of the PROVIDER.

The RECIPIENT acknowledges that the PRODUCT 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 intellectual property of the PROVIDER.

If the RECIPIENT desires to use or license the PRODUCT for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. The PROVIDER shall have no obligation to grant such a license to the RECIPIENT.

6. The RECIPIENT undertakes to keep confidential all the CONFIDENTIAL INFORMATION which is transmitted orally, in writing, or in any and all other manner. This CONFIDENTIAL INFORMATION may not be disclosed to third parties without the PROVIDER’s prior and written authorization.

RECIPIENT’s non-disclosure obligations hereunder shall not apply to CONFIDENTIAL INFORMATION:

- Which were in the public domain prior to being transferred to the RECIPIENT;

- for which it can be proven that they were legally received from a third party;

- Which were already in the possession of the RECIPIENT prior to the execution of the Agreement, or independently developed by the member staff ‘RECIPIENT;

- which is required to be disclosed by law, regulation, order or other requirement of a court.

This non-disclosure obligation shall remain effective during the term of the Agreement and for five (5) years subsequent to its expiry or termination.

7. NO WARRANTIES, INDEMNIFICATION -- THE PRODUCT IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF IDENTITY, PURITY, ACTIVITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE SUCH AS RESEARCH, DIAGNOSIS OR TREATMENT ON HUMAN SUBJETCS OR ANY WARRANTY THAT THE USE OF PRODUCT WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

8. The RESULTS of the Research, including any and all data, findings and results, are provided to the PROVIDER "AS-IS" and without any warranty, express or implied, including any warranty of merchantability, title, or fitness for a particular purpose.

9. This Agreement may not be assigned to a third party without the Parties’ prior and written authorization.

10. This Agreement shall become effective as from the date of its signature by all the Parties and shall expire, at the latest, at the same time that the RESEARCH defined in the Appendix will finish or thirty (30) days after sending by either Party to the other of a termination written notice. RECIPIENT shall discontinue its use of the PRODUCT and shall, according to PROVIDER instructions, return or destroy any remaining PRODUCT.

Notwithstanding the Agreement’s expiry or termination, the provisions set forth in Articles 3, 4, 5, 6, 7, 8, 9 and 11 shall remain effective.

11. Any personal data in accordance with the General Data Protection Regulation n°2016/679 (“GDPR”) collected in the framework of this MTA and required for processing and managing the MTA, shall be carried out under the responsibility of CONECTUS.

In accordance with the applicable regulation, and in particular GDPR, known as regulation on the protection of natural persons with regard to the processing of personal data, individuals whose personal data have been collected from the MTA and analysis of the MTA have the right of access, rectification, erasure and objection. Any of these rights may be exercised by sending a mail to the following address: dpo@satt.conectus.fr at CONECTUS.

Finally, individuals have the right to lodge a complaint to the “Commission Nationale de l’Informatique et des Libertés” (CNIL).

12. This MTA shall be governed by the laws of France.

The Parties shall favor the friendly settlement of disputes which may arise in connection with the implementation and / or interpretation of the Agreement out of court.

In case of persistent disagreement that is not resolved within forty-five (45) days following notification from the complaining Party, the Parties shall submit their dispute to the French “Médiateur des Entreprises” nominated by the French Ministère de l’Economie.

Any controversy which cannot be settled in accordance to the above provision shall be submitted to the French competent court.

Executed in Illkirch on ……/………/………

In 2 originals.

For the **PROVIDER** For the **RECIPIENT**

**PROVIDER Authorized official RECIPIENT Authorized official**

Name: Caroline DREYER Name:………………………………….

Title: CEO and Chairwoman Title: ………………………………….

Date: Date:

Signature: Signature:

READ, UNDERSTOOD AND AGREED TO BY

THE **RECIPIENT Scientist:**

Name:………………………………….

Date:

Signature:

Appendix 1

The PRODUCT will be used for the following RESEARCH:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Duration of the RESEARCH:……………………………