INRA SCIENCE & IMPACT CNRGV PLANT GENOMIC CENTER	MTA : MATERIAL TRANSFERT AGREEMENT 2024_0000 Number of Pages : 2

I. PARTIES

The effective date hereof is 2024-03-29. 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. Pursuant to a request from the RECIPIENT, INRA- CNRGV will provide a copy of the Nicotiana tabacum LIBEST_019511 KF8 cDNA library clone(s) (list of clone identifiers. Exemple : 26G9, 12C3, BX817271...) stored at the CNRGV. (hereinafter the "MATERIAL"). This biological material is the joint property of the Altadis - Institut du Tabac (Domaine de la Tour / 769, route de Sainte-Alvère / F-24100 Bergerac) and Advanced Technologies (Cambridge) Ltd.(210 Cambridge Science Park / Milton Road / Cambridge / CB4 0WA, UK) and the Institut National de la Recherche Agronomique, 147 rue de l'Université, 75338 PARIS cedex 07, FR ('INRA').

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 for preparation of the materials, shipping and handling. (1)

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

F. To the extent allowed by law, 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 willful misconduct on the part of CNRGV. Notwithstanding the foregoing, in case of damage or loss of the MATERIAL during transportation from CNRGV to the Your Laboratory, CNRGV will transfer another copy of said library 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 agrees not to transfer the MATERIAL to any third party other than its affiliates and agrees that the Your Laboratory and its affiliates to use the clone(s) 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 Altadis - Institut du Tabac, Advanced Technologies (Cambridge) and INRA-CNRGV (http://cnrgv.toulouse.inra.fr) in any publication that may result from use of the Materials.

SPECIMEN

K. The RECIPIENT agrees to cite the European Sequencing of Tobacco Project (http://www.estobacco.info/) 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 review by French courts. This agreement is also subject to the court of competent jurisdiction.

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 2024-03-29. 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 :
Arnaud BELLEC,	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 :