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

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

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 , in his/her capacity as , hereinafter "RECIPIENT's SCIENTIST".

II. TERMS AND CONDITIONS

A. Pursuant to a request from the RECIPIENT, INRA- CNRGV will provide a copy of the Spodoptera frugiperda Sfr-E-Sf2M cDNA library clone(s) (list of clone identifiers. Exemple : 26G9, 12C3, BX817271...) contained in the clone library Spodoptera frugiperda Sfr-E-Sf2M and currently stored at the CNRGV (hereinafter the "MATERIAL"). The MATERIAL is the property of the UMR1333 DGIMI Diversité, Génomes et Interactions Microorganismes-Insectes, (hereinafter referred to as "UMR1333"). No commercial or licence rights are granted or involved in INRA-CNRGV's supply of the MATERIAL to the RECIPIENT.

B. The MATERIAL is being supplied on a non-exclusive basis for the sole purpose of conducting an in-house research and development program for academic purposes. In this Agreement, "academic purposes" means publication and dissemination to the public of the knowledge generated by the use of the MATERIAL. 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 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 and UMR1333 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 or UMR1333. 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 or UMR1333 concerning the origin, nature and consequences in the use of such MATERIAL.

SPECIMEN

H. The RECIPIENT agrees that the MATERIAL will not be used outside the LABORATORY and transferred to any third party.

I. The RECIPIENT agrees not to patent, protect, claim any title, deed or restrictive right on the MATERIAL including modifications and derivatives thereof. The result of any research based upon the MATERIAL (including any product or process related thereto or derived therefrom) and other biological material or information or results obtained or discovered from other sources but which could not have been obtained or discovered without the disclosure of the MATERIAL may not be commercialised or put to any other than strictly non-commercial use without a written agreement between UMR1333 and RECIPIENT concerning commercial exploitation. This requirement also applies to the seeking of protection of intellectual property (including but not limited to the filing of patent applications) for the results of any research based upon the MATERIAL (including any product or process related thereto or derived therefrom) and other biological material or information or results obtained or discovered from other sources but which could not have been obtained or discovered without the disclosure of the MATERIAL. The UMR1333 retains in any case the right to use such RECIPIENT's results for scientific, non-commercial purposes.

J. The RECIPIENT agrees to acknowledge the contribution of the Laboratory of UMR1333 and INRA-CNRGV (http://cnrgv.toulouse.inra.fr/) in any publication that may result from use of the Materials.

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 ten (10) years from the effective date of 2024-03-29.

(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	
Date :	