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| logo initial | **MATERIAL TRANSFER**  and  **CONFIDENTIALITY AGREEMENT** | Reference:  xxx  Date of approval:  xxx |

**BETWEEN**: INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE, a Public corporation of science and technology, hereinafter called "INRA', whose registered offices are located at 147, rue de l'Université, 75338 PARIS CEDEX 07, France, represented by Mr. Philippe MAUGUIN, General Manager, and by delegation by Ms. Sabine FILLINGER, Director of the UMR1290 BIOGER

**AND**: 1, hereinafter called "the Recipient" whose registered offices are located at , represented herein by , Individually called “the party” or collectively “the parties”.

**BEING UNDERSTOOD THAT**

INRA (UMR1290 BIOGER, Centre de Versailles-Grignon) has in its possession:

the binary plasmid pFB2N 2 This MATERIAL has not been protected by a deed of industrial property.

The Beneficiary is interested in the MATERIAL and/or CONFIDENTIAL INFORMATION held by INRA to conduct research on 3

For avoidance of doubt, “INFORMATION” in this agreement shall mean any information, oral or written of a confidential nature relating to the MATERIAL.

**IN CONSEQUENCE WHEREOF THE PARTIES AGREE AS FOLLOWS**

1 INRA undertakes to supply the MATERIAL AND/ OR CONFIDENTIAL INFORMATION to the Recipient after the signature of this agreement by both parties. The MATERIAL AND/ OR CONFIDENTIAL INFORMATION is/are supplied to the Recipient on a non-exclusive basis and for the sole purpose of research and experiment described above. Consequently, the Recipient undertakes to use the MATERIAL AND/OR CONFIDENTIAL INFORMATION only to this end.

2 The Recipient acknowledges INRA as the exclusive owner of the MATERIAL AND/OR CONFIDENTIAL INFORMATION (as well as all lines, strains, subsets, derivatives, replicated forms, relative thereto), and the possible rights of industrial and intellectual property rights relative to them.

Consequently, the Recipient will not include the MATERIAL AND/OR CONFIDENTIAL INFORMATION in any patent application or other deed of industrial property without the preliminary written agreement of INRA.

3 The Recipient will not proceed to manipulations or alterations, which could affect the rights of INRA on the MATERIAL AND/OR CONFIDENTIAL INFORMATION, without the written and preliminary agreement of INRA.

The Recipient is not authorised to combine, to mix or to incorporate the MATERIAL with another material except for the needs of the research defined above. The Recipient undertakes to use the MATERIAL according to the national and international laws and regulations and will make his business of obtaining all authorisations needed to the conduct of its research and experiment.

4 Save further express and written agreement, INRA does not grant to the Recipient any right, title deed, right of license or exploitation right of the MATERIAL AND/OR CONFIDENTIAL INFORMATION.

5 The Recipient acknowledges the confidential nature of the MATERIAL and the INFORMATION and agrees:

- to supply this MATERIAL AND/OR the INFORMATION only to members of his permanent staff who agree with the provisions of this agreement;

- to take all reasonable measures to avoid that his staff reveals to third parties, even for free, without written and preliminary agreement of INRA, all or any of the MATERIAL AND/OR the INFORMATION.

The Recipient assumes the responsibility for implementing the obligations of this agreement towards every person having access to the MATERIAL and/or to the INFORMATION.

6 The obligations of confidentiality of the parties in this agreement do not apply to the INFORMATION and MATERIAL:

- which are in the public domain at the time of their disclosure by one of the parties;

-which fall in the public domain without any breach of this agreement;

-which were legally supplied by a third party not being submitted to obligations of confidentiality;

-which are already known by INRA and/or the Recipient before the coming into force of this agreement without having been communicated, directly or indirectly, by one of the parties.

7 Regarding results obtained by the Recipient with the MATERIAL AND/OR CONFIDENTIAL INFORMATION, INRA and the Recipient will determine together if results can be the subject of an oral or written communication and which authors of every party, will be joint authors. In all publications concerning the MATERIAL and/or the INFORMATION, the Recipient should make reference to INRA as the source of the MATERIAL AND/OR CONFIDENTIAL INFORMATION.

8 The MATERIAL supplied here is of experimental nature. INRA gives no warrantee 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 the INFORMATION, and by the use which could be made of it. INRA makes no representation or warranty that the use of the MATERIAL and/or INFORMATION will not infringe any patent or other proprietary right.

9 This agreement will come into effect in the date of its signature, for a duration of 4 .

In any case, the obligations of confidentiality contained in this agreement will be maintained as long as the INFORMATION are not released in the public domain.

10 This agreement is submitted to the French law. The parties will do their best to resolve amicably any dispute as for the interpretation or the performance of this agreement. In case of persistent disagreement, the parties will submit this one to the French courts.

In witness whereof, this agreement has been drawn up in two original copies.

Done in Thiverval-Grignon, on October 11th, 2021 5 .

For THE RECIPIENT for INRA

APPENDIX : description of the MATERIAL and CONFIDENTIAL INFORMATION