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## TRANSFER AGREEMENT concerning algal strains of INRAE Thonon Culture Collection

**BETWEEN:** The National Research Institute for Agriculture, Food and Environment, a public scientific and technological Institute, hereinafter referred to as "INRAE", with its headquarters at 147 rue de l'Université, 75338 PARIS CEDEX 07, France, represented by **Mr. Philippe Mauguin, CEO**

**AND :** (\*)

\_\_\_\_\_,  
hereinafter referred to as "**the Recipient** ", based in

\_\_\_\_\_,  
represented by \_\_\_\_\_,

individually called the "Party" or collectively "the parties".

### **IT BEING STATED THAT:**

► INRAE (Mixed Research Unit "The Alpine Center for Research on Limnic Ecosystem Food Webs" UMR CARTEL 042) located in Thonon les Bains, France, is in possession of biological material referred to below as the "MATERIAL ", and which consists of strains from the algal culture collection of INRAE at Thonon les Bains.

This MATERIAL has not been registered as industrial property.

(\*) : To be completed by the Recipient

► The Recipient has sent a written request signed by the Head of the applicant organization, stating that it is interested in the Material held by INRAE for the purpose of conducting research on:

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► Indicate the TCC numbers required:

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► Indicate the delivery address :

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► In this Agreement the term **INFORMATION** includes any verbal or written information of a confidential nature relating to the MATERIAL.

## **THEREFORE, THE PARTIES ARE AGREED AS FOLLOWS:**

1-INRAE undertakes to provide the MATERIAL to the Recipient after this Agreement has been signed by both parties. The MATERIAL is supplied to the Recipient on a non-exclusive basis, and for the sole purpose of the research and experimentation described above. Accordingly, the Recipient agrees to use the MATERIAL for this purpose only.

2- INRAE is acknowledged as being the sole owner of the MATERIAL and any line, stock, or item reproduced by-products derived thereof, hereinafter called the MATERIAL, and of INFORMATION provided to the Recipient and any industrial property rights and related intellectual property. The Recipient is not authorized to include MATERIAL and/or related INFORMATION in a patent application or in any other industrial property without the prior written agreement of INRAE.

**3-**The Recipient is not authorized to carry out any procedures or transformations that could affect the rights of the INRAE without the prior written consent from INRAE. The Recipient is not allowed to combine, mix or incorporate the MATERIAL with another material (biological or not) except for the purposes of the research stipulated above. The Recipient agrees to use the MATERIAL in accordance with existing national and international laws and regulations, and to make every effort to obtain all the necessary authorizations to carry out the research and experiments.

**4-** INRAE does implicitly or explicitly grant any right, title, license or operating rights to the Recipient by supplying the MATERIAL, except by express written agreement from INRAE.

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

- to provide this MATERIAL and INFORMATION only to members of its permanent staff who agree to abide by the provisions of this Agreement;
- to take all reasonable steps to prevent these staff members from disclosing to third parties, even free of charge, all or part of the MATERIAL and/or INFORMATION without prior written permission from INRAE.
- The Recipient is responsible for enforcing the obligations of the agreement with regard to any person with access to the MATERIAL and/or INFORMATION.

**6-**The confidentiality obligations of this Agreement shall not apply to MATERIAL or INFORMATION:

- which is in the public domain at the time of disclosure by the INRAE and/or the Recipient;
- which enters the public domain without the breach of any provision of this Agreement;
- which has been legitimately provided by a third party not subject to confidentiality obligations;
- which is already known by INRAE and/or the Recipient before this Agreement came into force, and without its having been communicated directly or indirectly by either of the parties.

**7-** The results of this Agreement, granted to the Recipient, must not be disclosed to any third party without the prior written consent of INRAE. INRAE and the Recipient will determine together whether the results can be included in an oral or written presentation, and which authors, within each party, will be joint-signatories. In all publications relating to the use of MATERIAL and/or INFORMATION, reference will be made to INRAE as the source of the MATERIAL. The recipient is requested to cite the TCC number (e.g. *Nitzschia palea* TCC139-1) and the following reference:

Rimet F, Chardon C, Lainé, L, Bouchez A, Domaizon I, Guillard J, Jacquet S 2018. "Thonon Culture Collection -TCC- a freshwater microalgae collection",  
<https://doi.org/10.15454/UQEMVW>, Portail Data Inrae, V1

**8-** The Recipient agrees to use the current name and nomenclature provided by INRAE

**9-** The MATERIAL provided here is experimental. INRAE provides no warranty as to its usefulness, effectiveness, non-toxicity, safety or axenic nature, for any particular purpose. INRAE is not responsible for any damage that may be caused by the MATERIAL and/or INFORMATION, or by the use that may be made of it. INRAE does not guarantee that this material does not infringe any industrial property right or other proprietary right

**10-** This Agreement shall become effective from the date of signature and for a period of five years. At the expiry of this Agreement, INRAE may request the Recipient to return the MATERIAL or to destroy it together with any material derived from it in accordance with the current protocol provided by INRAE. In any event, the obligations of confidentiality and secrecy

contained in this Agreement shall be maintained for as long as the information and results have not come into the public domain.

11- This Agreement is subject to French law. The Parties shall make every endeavor to resolve amicably any dispute concerning the interpretation or implementation of this Agreement. If the disagreement persists, the parties shall submit their dispute to the French courts.

IN WITNESS WHEREOF, this Agreement is compiled in duplicate

PARIS, [DATE]

For the Recipient  
Name  
Position

For INRAE  
Name  
Position

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