



UNIVERSITY OF PUERTO AT MAYAGÜEZ
RESEARCH & DEVELOPMENT CENTER
Intellectual Property & Technology Transfer Office



MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT is made and effective this 28 day of October, 2010 (the "Effective Date") between the University of Puerto Rico at Mayagüez, with offices at 259 Blvd. Alfonso Valdés, Mayagüez, Puerto Rico 00682, represented by its -Chancellor, Dr. Miguel A. Muñoz, (hereinafter "UPRM") and French National Institute of Health and Medical Research ("**Inserm**") with an office at Inserm Délégation Régionale Paris 7 located Tour Les Mercuriales, 40 rue Jean Jaurès, 93176 Bagnolef, cedex, France (hereinafter "RECIPIENT").

RECIPIENT is interested to obtain certain research material(s) which is (are) property of the University of Puerto Rico at Mayagüez (UPRM). The research material described below shall be provided to the RECIPIENT for scientific research purposes only, upon completion and receipt of this Agreement.

1. **RESEARCH MATERIAL(S)**. The following research material(s) have been developed by **A. Valance Washington** at UPRM. The material is described as:

Soluble Trem Like Transcript -1 (sTLT-1) which contains the first 146 amino acids of TREM Like Transcript-1 (TLT-1) tagged with a 6x his tag.

The above described original research material includes any fragments, subunits, progeny, products, genetic material, subsets, derivatives, or modification thereof, and unmodified derivatives ("Biological Materials"), as well as any related confidential information provided by UPRM, shall hereinafter be referred to as the "MATERIAL".

2. **DESCRIPTION OF PLANNED RESEARCH**. RECIPIENT shall use MATERIALS provided under this Agreement for non-commercial research purposes only, which is (are):

To test the hypothesis that it could cooperate with GPVI to achieve platelet activation and procoagulant activity. We do have some evidence that a platelet protein exposed or released by activated platelets and believe it may be TLT-1.

and which shall hereinafter be referred to as the "RESEARCH".

3. **PURPOSE OF TRANSFER AND RESTRICTIONS**. UPRM will permit the use of the MATERIAL solely for the purposes of the RESEARCH at the RECIPIENT's institutional facilities, and only under the direction and supervision of the RECIPIENT's principal investigator, **Martine Jandrot-Perrus** However, before providing the MATERIAL to RECIPIENT's principal investigator, UPRM requires agreement by RECIPIENT that:

- 3.1 RECIPIENT will use the MATERIAL with caution and prudence in any experimental work.

- 3.2 RECIPIENT will not use the MATERIAL on any human subjects.
 - 3.3 RECIPIENT will not use the MATERIAL for commercial purposes, or in research or consulting for a for-profit entity under which that entity obtains rights to research results, without the prior written consent of UPRM.
 - 3.4 RECIPIENT agrees not to transfer the MATERIAL to anyone who is not employed at RECIPIENT's facilities without the prior written consent of UPRM.
 - 3.5 RECIPIENT agrees to the limitations on use of the MATERIAL. No other right or license to the MATERIAL is granted or implied as a result of the transfer of the MATERIAL to RECIPIENT.
 - 3.6 If RECIPIENT's use of the MATERIAL results in an invention, RECIPIENT shall disclose such invention to UPRM and agrees not to commercialize, sell, license, or otherwise transfer property rights in the invention without the prior written consent of UPRM.
 - 3.7 RECIPIENT will not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of the MATERIAL.
4. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "CONFIDENTIAL INFORMATION" shall refer to all information related to the MATERIAL. CONFIDENTIAL INFORMATION may also include "TRADE SECRETS" which is identified as CONFIDENTIAL INFORMATION that is commercially valuable and secret in that it is not generally known in the industry in the areas in which it is utilized.
- 4.1 RECIPIENT agrees to hold CONFIDENTIAL INFORMATION in confidence and utilize all reasonable efforts to avoid unauthorized use, disclosure, publication, or dissemination of CONFIDENTIAL INFORMATION for a period of five (5) years from the effective date of this Agreement except in the case of any CONFIDENTIAL INFORMATION identified by UPRM as TRADE SECRETS.
 - 4.2 The term of confidentiality with respect to TRADE SECRETS received by RECIPIENT shall be perpetual.
 - 4.3 RECIPIENT shall protect CONFIDENTIAL INFORMATION with the same degree of care as it applies to protect its own confidential information. RECIPIENT shall have no obligation of confidentiality with respect to CONFIDENTIAL INFORMATION, which: (a) at the time of its receipt is generally available in the public domain, or thereafter becomes available to the public through no act or omission of the RECIPIENT; (b) was independently known or developed by RECIPIENT prior to receipt thereof from PROVIDER, as shown by prior, legally competent, written records of RECIPIENT; (c) is made available to RECIPIENT as a matter of lawful right by a third party without breach of any nondisclosure obligation and without restriction on disclosure; (d) is required to be disclosed by law, court order, or regulation; or (e) is authorized for disclosure in writing by UPRM.
5. **INDEMNITY.** RECIPIENT will bear all risk to RECIPIENT Principal Investigator and assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the MATERIAL. UPRM will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT. Further, RECIPIENT shall indemnify, defend, and hold harmless UPRM for any loss, claim, damage, or liability of any kind or nature which may arise from or in connection with acts by RECIPIENT under this Agreement or the use, handling, or storage of the MATERIAL by RECIPIENT.

6. **REPORTS.** At least once per year, no later than the anniversary date of this Agreement, RECIPIENT shall provide to UPRM a summary report of research results obtained through use of the MATERIAL. Further, within three (3) months of the conclusion of the RESEARCH, RECIPIENT shall provide to UPRM, or the parties may collaboratively prepare, a final report that describes the research results obtained through the use of the MATERIAL, and further indicates the disposition of the MATERIAL.
7. **REPRESENTATIONS AND WARRANTIES.** MATERIAL HEREUNDER PROVIDED IS EXPERIMENTAL IN NATURE. THEREFORE, IT IS PROVIDED WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. UPRM MAKES NO REPRESENTATION AND PROVIDES NO WARRANTIES OF ANY KIND, AND MOREOVER DOES WARRANTS THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPIETARY RIGHT.
8. **PUBLICATIONS.** Any manuscripts or publications prepared by RECIPIENT relating to the MATERIAL shall be provided to UPRM prior to submission for publication. If RECIPIENT has not heard from UPRM within 45 days of UPRM's receipt of the publication, it will be assumed UPRM is satisfied with the content of the text and publication will continue. RECIPIENT agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications and the UPRM's Researcher will be given credit in such publications, as scientifically appropriate.
9. **COMPLIANCE.** RECIPIENT expressly agrees that its use of the MATERIAL shall be in compliance with all applicable local, state, and federal procedures, rules, regulations, and laws.
10. **ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred by RECIPIENT without the prior written consent of UPRM.
11. **TERM.** The term of this Agreement shall be one (1) year from the Effective Date. Upon the one-year anniversary of the Effective Date, this Agreement shall automatically terminate (the "Termination Date") in accordance with Paragraph 12 below, unless extended by the mutual, written agreement of the parties.
12. **TERMINATION.** Either party may terminate this Agreement prior to the Termination Date, or any extensions thereof, with or without cause upon thirty (30) days written notice. All of the MATERIAL must be either returned to UPRM at the address set forth in Paragraph 13 below or destroyed before the date of termination. At its sole, written discretion UPRM may permit RECIPIENT to retain possession of some or all of the MATERIAL. All obligations of the parties hereunder shall cease upon termination of this Agreement, except that the provisions set forth in Paragraphs 3, 4, 5, 6, 7, and 8 shall survive.
13. **NOTICES.** Notice with respect to this Agreement shall be sent via U.S. Postal Service certified return receipt or registered mail or via reputable commercial courier (Federal Express, UPS, DHL, etc.) and shall be deemed duly given and made on the earlier of the date of actual receipt or five (5) days after being mailed postage prepaid, and shall be addressed as follows, provided that either party may by written notice designate a substitute address from time to time:

TO UPRM:

Department/Division:
Intellectual Property & Tech.Transfer Office

Address:
University of Puerto Rico - Mayagüez
R & D Center
Call Box 9000
Mayagüez, PR 00681-9000

Attn: Elvia M. Camayd, LL.M. in IP
Phone: 787.832.4040 x. 5256, 5880
Fax: 787.831.2060
Email: elvia.camayd@upr.edu

With Copy to:
A. Valance Washington, Ph.D.
Email : valancew@gmail.com

TO RECIPIENT:

Department/Division: Inserm

Address :
Délégation Régionale Paris 7
Tour les Mercuriales
40 rue Jean Jaurès, F- 93176 Bagnolet

Attn: Nicolas Jeanjean
Phone: 33 1 43 62 27 02
Fax: 33 1 43 62 27 01
Email: nicolas.jeanjean@inserm.fr

- 14. **MODIFICATION.** This Agreement is the entire agreement between the parties. No change, modification, alteration, waiver, amendment, or addition shall be valid unless in writing and signed by each of the parties hereto.
- 15. **FACSIMILE COPIES.** Any facsimile transmission of this Agreement that is signed by a duly authorized representative of each party is legally binding and enforceable; however, the parties agree to make every reasonable effort to execute and exchange duplicate originals.
- 16. By signing this agreement, the parties agree to the above conditions and clearly understand that no other right or license to the MATERIAL is granted or implied as a result of the transfer of the MATERIAL. Recipients should sign both originals of this and return them to UPRM. When the agreement has been fully executed by both parties, one signed original will be returned and UPRM will arrange with the UPRM Researcher to have the Materials transferred.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

AUTHORIZED REPRESENTATIVE
(Recipient Institution)

Nicolas Jeanjean
Print Name

Nicolas Jeanjean on behalf of
Nicolas Jeanjean
Signature

RECIPIENT PRINCIPAL INVESTIGATOR

Martine Jandrot Perrus, MD, PhD
Print Name

Martine Jandrot Perrus
Signature

October 13, 2010
Date

October 14, 2010
Date

AUTHORIZED REPRESENTATIVE
(University of Puerto Rico at Mayagüez)

UPRM RESEARCHER

Miguel A. Muñoz, Ph.D.
Print Name

A. Valance Washington, Ph.D.
Print Name

Miguel A. Muñoz *muñoz*
Signature

A. Valance Washington
Signature

October 28, 2010
Date

18 October 10
Date