

UC Davis/HHMI Material Transfer Agreement for the Transfer of Wheat DNA

In response to the RECIPIENT'S request for the DNA of tetraploid wheat TILLING population and DNA of hexaploid wheat TILLING population and Seeds of selected tetraploid and hexaploid wheat mutants (hereinafter "MATERIALS"), the RECIPIENT and the RECIPIENT SCIENTIST agree to the following:

1. The above MATERIALS are made available as a service to the research community.
2. The MATERIALS are distributed for non-commercial research purposes only.
3. The RECIPIENT will not sell or use the MATERIALS for commercial purposes. The mutations discovered by the RECIPIENT will be owned by the RECIPIENT, and the RECIPIENT can use them for any purpose.
4. The RECIPIENT will use the MATERIALS in compliance with all applicable statutes and regulations.
5. The RECIPIENT agrees to acknowledge the source of the MATERIALS in any publications reporting use of it.
6. Any MATERIALS delivered pursuant to this Agreement are understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIALS. When the RECIPIENT is a for-profit organization, the RECIPIENT shall hold harmless, defend, and indemnify THE PROVIDER against any claims, costs or other liabilities which may arise as a result of the RECIPIENT's use, storage or disposal of the MATERIALS.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIALS.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Certification of Authorized Official: _____

Provider Organization: The Regents of the University of California/Howard Hughes Medical Institute

Address:
UC Davis InnovationAccess
Technology Transfer Services
University of California, Davis
1850 Research Park Drive, Suite 100
Davis, CA 95618-6134
Phone: (530) 754-8649 / FAX: (530) 754-7620

Signature of Authorized Official

Signature of Authorized Official

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Recipient Organization: _____

Address: _____

Phone/FAX: _____

Signature of Authorized Official

Date

Acknowledgement of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I understand my obligations as an employee of the RECIPIENT regarding the receipt and use of the MATERIAL.

Recipient Scientist

Date

KRONOS MATERIAL TRANSFER AGREEMENT JOB INFORMATION

JIC SMTA ID: %%IDJOBINDEX%%

Recipient Information and Authorised signature

%%CLIENT%%, %%INSTITUTENAME%%, %%ADDRESSLINE1%% (hereinafter referred to as “the **Recipient**”).

Signature of authorised official _____

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the **Material** provided under **this Agreement**. The listing, with passport data of the **Material** provided is included with the seed consignment. Upon request further data on the material may be provided in addition to that appearing below. Further data may also be found on the following website: (<http://www.jic.ac.uk/corporate/services-and-products/GRU.htm>).

Store Code Taxonomy, 'Accession Name' [Sowing Time, Sample Status]

%%SEEDLIST%%
