

UC Davis 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 (hereinafter "MATERIALS") and Seeds of selected tetraploid and hexaploid wheat mutants (hereinafter "MUTANTS"), 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 and MUTANTS in compliance with all applicable statutes and regulations.
5. The RECIPIENT agrees to acknowledge the source of the MATERIALS and MUTANTS in any publications reporting use of it.
6. Any MATERIALS AND MUTANTS 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 and MUTANTS 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 and MUTANTS. 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 and MUTANTS.

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 and MUTANTS.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist: Jorge Dubcovsky, Ph.D.

Name of Authorized Official: Rafael A. Gacel

Associate Director,

Title of Authorized Official: Technology Transfer Services

Provider Organization: The Regents of the University of California

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

Certification 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