

UNIVERSITY OF CALIFORNIA, DAVIS

AGREEMENT IN GOOD FAITH CONCERNING THE USE AND DISTRIBUTION OF CLONE PRODUCTS

Please print out the following form. Please have it signed with the appropriate institutional signature; only then can we supply you with the materials you requested. Please note we cannot accept faxed forms as we require signed originals.

You are being provided with high density filters and/or individual BAC clones and/or associated products (collectively, "CLONE PRODUCTS") in order to advance the public interest. The originators of the CLONE PRODUCTS are the beneficiaries of, and may independently enforce, this Agreement.

TERMS AND CONDITIONS

By accepting the CLONE PRODUCTS you are agreeing in good faith to the following terms. If you are unable to agree to these terms, you must immediately return all copies and replicas of the CLONE PRODUCTS.

1. All clones provided under this agreement are intended for the use of research investigators at non-profit institutions for their own research.
2. You will place all sequencing, mapping and expression data arising from your use of the CLONE PRODUCTS into public databases that provide data at no charge or at nominal cost promptly after the date on which such information is in suitable form for submission to such databases. You specifically agree not to disclose or transfer such sequencing, mapping or expression data to any external commercial enterprise prior to submission into such public databases.
3. You will include the unique and specific identifier pertaining to any clone in the sequence, map or expression data submitted to such public databases and in resulting publications.
4. You will acknowledge and reference Dr. Jorge Dubcovsky, University of California, Davis and Dr. Beat Keller, of the University of Zurich as the source of the CLONE PRODUCTS and Dr. Rod Wing, Clemson University as the distributor of the CLONE PRODUCTS.
5. You acknowledge that certain of the CLONE PRODUCTS were developed through funding from the US federal government, with all the rights and obligations regarding intellectual property which flow therefrom.
6. YOU AGREE THAT THE CLONE PRODUCTS ARE EXPERIMENTAL IN NATURE AND ARE BEING PROVIDED WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.

7. YOU AGREE TO HOLD HARMLESS AND INDEMNIFY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CLEMSON UNIVERISTY AND PERSONS ACTING ON THEIR BEHALF FOR ANY CLAIM ASSERTED BY A THIRD PARTY RELATED TO YOUR POSSESSION, USE, STORAGE, OR DISPOSAL OF THE CLONE PRODUCTS.

8. The ownership of the BAC libraries from which these CLONE PRODUCTS were produced is retained by the University of California and the University of Zurich. You acknowledge that this Agreement does not constitute the waiver of any patent rights by the University of California or the University of Zurich.

9. You acknowledge that you may not distribute these clones to additional parties unless such party has signed and returned this document in its entirety to Dr. Jorge Dubcovsky, Department of Agronomy and Range Sciences, University of California, Davis, CA 95616.

Materials Requested

Recipient Investigator

Date

Printed Name of Investigator

Title

Authorized Signature of Institution

Date

Printed Name of Institution Representative