

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: Jorge Dubcovsky, Ph.D.

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

Name of Authorized Official: Jan D. Carmikle

Address:

Sr. Intellectual Property Officer

UC Davis InnovationAccess

Title of Authorized Official: Technology Transfer Services

Technology Transfer Services

University of California, Davis

1850 Research Park Drive, Suite 100


Certification of Authorized Official:

Davis, CA 95618-6134

Phone: (530) 754-8649 / FAX: (530) 754-7620


Signature of Authorized Official

Name of HHMI Authorized Official: Barbara J. Graves


Signature of Authorized Official

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: _____

Recipient Organization: _____

Name of Authorized Official: _____

Address: _____

Title of Authorized Official: _____

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