

Inbred Corn Research and Testing Agreement

This AGREEMENT made _____ by and between the Iowa State University Research Foundation, Inc. (hereinafter called ISURF), and _____ (hereinafter called COMPANY).

Whereas, COMPANY has requested a sample of the following proprietary inbred corn germplasm which is jointly owned by ISURF and USDA / ARS.

Corn Germplasm Inbred Line

ISURF agrees to supply seed of the above inbred lines and COMPANY agrees to abide by the following terms of the AGREEMENT:

1. Seed provided may be used for field testing, evaluation and/or test crossing only.
2. Seed may be increased but only to provide enough additional seed to make experimental hybrids for evaluation.
3. No transformation techniques will be used with the Germplasm without prior written consent of ISURF.
4. No mutagenesis, tissue culture, or molecular or cellular techniques will be conducted with any seeds, plants, or plant parts of the Germplasm without prior written consent of ISURF.
5. No seeds, plants, plant parts, seed parts, callous tissue or DNA of these inbred lines will be distributed to a third party.
6. Use of these inbred lines to produce hybrids for commercialization should not start before COMPANY requests a commercialization license from ISURF and COMPANY signs a commercialization licensing agreement.
7. LICENSEE will pay to ISURF through its office at 310 Lab of Mechanics, Iowa State University, Ames, Iowa 50011, licensing fees in the amount of \$500 per Corn Germplasm Inbred Line. Licensing Fees will be due and payable upon execution of this agreement.

COMPANY may conduct and publish results of research on this germplasm and/or genetic stocks, cultivars, hybrids and/or germplasm developed with the germplasm listed above without prior approval of ISURF. COMPANY agrees to duly acknowledge the contributions of the Iowa State University and USDA / ARS breeding programs in the provision of the germplasm in all publications and in all descriptions and release notifications of material derived from the germplasm listed above.

COMPANY agrees that ISURF and USDA / ARS are not liable for any royalty claims that may be made against the parentage of the inbred lines listed above. This agreement shall be construed according to the laws of the State of Iowa.

The germplasm is provided "As Is" without warranty of any sort, expressed or implied. The recipient agrees to bear all risk resulting from the use of the germplasm and anything derived therefrom.

In Witness whereof, the parties have executed this Agreement the day and year first written above.

IOWA STATE UNIVERSITY RESEARCH FOUNDATION, INC.

By: _____ Date: _____, _____

Lisa Lorenzen, Ph.D., Executive Director

LICENSEE

By: _____ Date: _____, _____

Name and Office: _____

Address _____

Phone: _____ Fax: _____ Email: _____