

Altered Fatty Acid Soybean
Biological Material Transfer Agreement

This Agreement effective as of the last signature date below is between _____
and its Affiliates having a place of business at _____
("Company"), and Iowa State University Research Foundation ("ISURF") having an address at
310 Lab of Mechanics, Ames, IA 50011-2131. This Agreement shall govern the conditions of
disclosure by ISURF to Company of certain information and biological materials identified below
under the control of **Dr. Walter Fehr** ("Investigator") at Iowa State University ("University").

ISURF, as designated patent management organization for the University, holds, or may hold, a
proprietary interest in the Germplasm and AFA Traits by assignment. It is ISURF's
understanding that the Investigator may provide to Company a sample of the below identified
Germplasm. Company intends to engage in a breeding program using the Materials and agrees to
receive the Germplasm subject to the following terms and conditions:

A. DEFINITIONS. The following definitions shall apply to this Agreement:

1. "AFA Traits" shall mean a trait covered by one or more patents owned by ISURF
including those listed on Exhibit B.
2. "Germplasm" shall mean the germplasm with AFA Traits specified in Exhibit A.
3. "Materials" shall mean the Germplasm and any or all derivatives, including progeny, and
any plants, plant parts (including seed) or components of Materials or progeny thereof.
4. "Commercial Purposes" shall mean the sale, lease, license, or other transfer of the
Germplasm or Materials. Commercial Purposes shall also include uses of the Germplasm or
Materials by any organization, including Company, to perform contract research, to produce
products for general sale, or to conduct research activities that result in any sale, lease, license or
transfer of the Germplasm or Materials to a for-profit organization or an individual for for-profit
purposes.
5. "Affiliate" shall mean with respect to a party, any person or entity that controls, is
controlled by, or is under common control with such party, where "control" means ownership of
more than fifty percent (50%) or more of the outstanding voting securities (but only as long as
such person or entity meets these requirements)
6. "Information" shall mean results of any study of the Materials or information relating to
the Materials received by Company from ISURF or the Investigator.

B. OWNERSHIP and USE OF MATERIALS.

1. Company agrees that all Information and Materials shall be deemed to belong to ISURF
and to have been disclosed or provided to Company in confidence. Except as may be authorized
in advance in writing by ISURF, Company shall not transfer Materials to any others (except to its
employees who are bound to Company by like obligations conditioning and restricting access,
use, and continued use of Materials). Company agrees to exert its best efforts to preserve the
confidential status of the Materials and Information following procedures with regard thereto at

least as stringent as it follows with respect to its own proprietary information. These confidentiality obligations shall not apply to any information that:

- (a) at the time it was disclosed was in the general public knowledge;
- (b) after being disclosed is published or otherwise disseminated to the public other than through the Company's unauthorized disclosures;
- (c) can be shown to have been in Company's possession by documentation existing at the time the information was disclosed;
- (d) can be shown by documentation to have been independently developed by Company; or
- (e) with respect to the Information other than the Materials, five (5) years have elapsed from the later of the date of this Agreement or the disclosure of the Information to Company.

2. Company shall receive the Germplasm and use the Materials for the sole purpose of research and evaluation, including crossing and the development of new parent lines or varieties and NOT for any Commercial Purposes. Use for Commercial Purposes requires a license from ISURF as provided under Paragraph G. The Materials will be used only in Company research facilities and only by personnel under Company's immediate and direct control. Company shall receive, handle, store, use and dispose of the Materials in compliance with all applicable laws, regulations and guidelines, and in accordance with safe and prudent practices. Company acknowledges that it has adequate systems, procedures and personnel to review and oversee arrangements for the receipt, handling, storage, use and disposal of experimental materials of the nature of Materials and that it will ensure that all persons involved in receiving, handling storing, using or disposing of Materials are adequately qualified by training and experience to do so safely and legally.

3. Company agrees that the Information will not be used by Company or its employees or agents as the basis for any patent application disclosing or claiming any of the same without ISURF's written consent.

4. Company acknowledges that the Materials are the subject of one or more ISURF patents. The furnishing of Germplasm to Company shall not constitute any implied or expressed license to Company except as expressly granted herein under any legal rights now or later held by ISURF. The provision of the Germplasm to Company shall not alter any pre-existing right of ISURF to the Materials. It is recognized by Company that any Commercial Purposes will require a non-exclusive commercial license from ISURF and ISURF has no obligation to grant a commercial license to its ownership interest in Materials.

5. Company shall acknowledge the source of Materials in any descriptions of experiments and/or results involving Materials. However, neither Company nor its personnel will otherwise use, or authorize or permit the use of, the name of ISURF, University, or any of their personnel in connection with any commercial or promotional activities relating to Materials, nor in such a way as to imply any endorsement by ISURF, University or their personnel of any Material, product or method.

C. **CONSIDERATION.** In consideration of making the Germplasm available to Company under this Agreement, Company will inform Investigator of research results related to the Materials by providing copies of manuscripts describing the results of such research at the time the manuscripts are submitted for publication.

D. WARRANTIES. Company acknowledges that Germplasm and Materials are experimental products of research that may not have been fully characterized, and will accept the Germplasm as is and entirely at its own risk.

ISURF, UNIVERSITY, AND INVESTIGATOR MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS 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 OR TRADEMARK OR OTHER PROPRIETARY RIGHT.

E. INDEMNIFICATION. Except to the extent prohibited by law, Company shall indemnify ISURF, University, Investigator, their employees, members, boards, and agents against any claims, costs, or other liabilities which may arise as a result of Company's use of Materials.

F. TERM. ISURF may terminate this Agreement, at its option, if Company breaches this Agreement or defaults in its obligations under this Agreement, and if such breach or default has not been remedied within thirty (30) days after the giving of written notice of such breach or default to Company. If Company fails to remedy such breach or default within said thirty (30) day period, ISURF may provide to Company written notice of said termination, which shall become immediately effective as of the date of mailing of said notice. Upon termination of this Agreement Company shall destroy all Materials.

G. COMMERCIAL LICENSE: To request a non-exclusive royalty bearing license to commercialize the Materials, Company must first notify ISURF in writing and submit to ISURF a complete description, as provided in the attached Exhibit C, of Materials developed by Company for which it desires to obtain a license from ISURF .

H. ENTIRE AGREEMENTS. This Agreement reflects the entire agreement between ISURF and Company, and the Agreement may be modified or altered only in writing.

I. INTERPRETATION AND JURISDICTION. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Iowa.

Company

ISURF

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Lisa Lorenzen, Ph.D.
Title: Executive Director
Date: _____

Researcher for Company

ISU Investigator

By: _____
Name: _____
Title: _____
Date: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name: Walter Fehr, Ph.D
Title: Professor
Date: _____
Phone: _____
Fax: _____
Email: _____

Exhibit B to ISURF Altered Fatty Acid (AFA) Soybean Lines Biological Material Transfer Agreement

ISURF Patents for AFA Traits in Soybeans

US Patent No. 5,534,425 Soybeans Having Low Linolenic Acid Content and Method of Production

US Patent No. 5,750,844 Soybeans capable of forming a vegetable oil having specified concentrations of palmitic and stearic acids

US Patent No. 5,750,845 Soybeans capable of forming a vegetable oil having a low saturated fatty acid content

US Patent No. 5,585,535 Soybeans and Soybean Products Having Low Palmitic Acid Content

US Patent No. 6,133,509 Reduced Linolenic Acid Production in Soybeans

US Patent No. 5,986,118 Soybean Vegetable Oil Possessing a Reduced Linolenic Acid Content

US Patent No. 5,850,030 Reduced Linolenic Acid Production in Soybeans

Exhibit C to ISURF Altered Fatty Acid Soybean Biological Material Transfer Agreement

Please complete this form and return to:

Iowa State University Research Foundation, Inc.

Attn: Executive Director

310 Lab of Mechanics

Ames, IA 50011

Phone: 515-294-4740

FAX: 515-294-0778

Date: _____

Company Name: _____

Contact Person: _____

Phone No. _____

Pedigree and description of fatty acid profile of soybean germplasm to be commercialized by
Company: