

Soybean Research and Germplasm Development Material Transfer 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 soybean germplasm which is the exclusive property of ISURF. [*describe the germplasm*] (hereinafter referred to as "Germplasm"

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

1. Seed of the Germplasm provided may be used for basic research, field testing, product evaluation or crossing only.
2. The Germplasm may be used for crossing to develop varieties or segregating populations, but each Germplasm strain will not contribute more than 50% of the genes to a variety or population.
3. A commercial license must be obtained from ISURF prior to release or distribution of any variety or population derived from the Germplasm. ISURF reserves the right to collect a royalty on any commercial product developed with the Germplasm. Royalties may be collected on all commercialized varieties containing twelve and one half percent (12.5%) or more of the Germplasm by pedigree. Royalties will not be collected on commercialized varieties containing less than twelve and one half percent (12.5%) of Germplasm by pedigree.
4. No transformation techniques will be used with the Germplasm without prior written consent of ISURF.
5. 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.
6. No selection will be conducted within the Germplasm.
7. Seed stock increases of the Germplasm will not be conducted.
8. No seeds, plants, or plant parts of the Germplasm will be distributed to a third party.

COMPANY may conduct and publish results of research on the 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 breeding program in the provision of the Germplasm in all publications.

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, Executive Director

LICENSEE

By: _____ Date: _____, _____

Name and Office: _____

Address

Phone: _____ Fax: _____ Email: _____