

MATERIAL TRANSFER AGREEMENT

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| 1. | | ROTHAMSTED RESEARCH LTD. , or its successor in name, a company limited by guarantee incorporated in England under no. 2393175 and a not for profit charity no. 802038 of Harpenden, Hertfordshire, AL5 2JQ (“Supplier”), has collected and/or developed the materials known as |
| | <i>Insert description of materials</i> | The extension portion of the doubled-haploid Avalon x Cadenza wheat population, comprising 582 lines derived from F1 progenies of reciprocal crosses between the hexaploid wheat cultivars Avalon and Cadenza, was developed during the period 2007-2011 by Drs Kostya Kanyuka and Hai-Chun Jing at Rothamsted Research Ltd in collaboration with KWS Lochow GmbH, Germany, and co-funded by Prof. Ian Crute (the Rothamsted Research Director’s Fund) and Defra WGIN (the “Transferred Materials”) |
| 2. | <i>Insert name of Recipient Scientist</i> | (the “Recipient Scientist”) who is an employee of |
| | <i>Insert name and address of Recipient Scientist’s Institution</i> | (the “Institution”) the address of which is |
| | <i>Insert description of academic research for which Materials are to be used</i> | and wishes to acquire a sample of the Materials for academic research relating to: (the “Research Programme”) |
| 3. | <i>Insert quantity of Materials, Effective Date and duration of agreement</i> | The Supplier is willing to provide a sample of ____ of the Materials as soon as possible after _____ (the “Effective Date”), provided the appropriate signatures have been exchanged between the parties. This agreement is valid for a period of 3 years (the “Term”) on the Terms and Conditions shown overleaf, and the Recipient and the Institution agree to comply with those Terms and Conditions |

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| <i>For Supplier use only</i> | Contract Office No. | Origin of Materials (project / project no.) 4610 | Rothamsted Scientist: |
|------------------------------|---------------------|--|-----------------------|

AGREED from the date of the last signatory by the parties through their authorised signatories:-

For and on behalf of
Rothamsted Research Ltd.

Read and understood by the
Recipient Scientist

For and on behalf of

Signed

Signed

Signed

Richard Nugent

Print name

Print name

Print name
Head of Contracts and Intellectual
Property

Title

Title

Title

Date

Date

Date

Standard Terms and Conditions for Release of Materials

It is agreed as follows:

1. DEFINITIONS:

- 1.1 "Contained Use" means any operation, undertaken within a facility, installation or other physical structure, which involves Living Modified Organisms that are controlled by specific measures that effectively limit their contact with, and their impact on, the external environment.
 - 1.2 "Living Modified Organism" means any Living Organism that possesses a novel combination of genetic material obtained through the use of Modern Biotechnology.
 - 1.3 "Living Organism" means any biological entity capable of transferring or replicating genetic material, including sterile organisms, viruses and viroids.
 - 1.4 "Materials" shall include but not be limited to any and all materials, documents and information that the Supplier may provide to the Recipient Scientist under or in connection with this Agreement and all replicated forms, any material of soil or plant origin, including reproductive and vegetative propagating material, containing functional units of heredity, any constructs, strains, derivatives, portions, progeny and cells, tissues, genes, plants and seeds, nucleic acids, transformants, bioactive or other biological materials, proteins, enzymes, antibodies, isotope-labelled or unlabelled substrates and /or molecules, auxiliary segments of DNA such as, but not limited to, promoters, selectable markers, introns, terminal sequences, targeting sequences and leader sequences containing any part of the Materials and improvements thereof. For the avoidance of doubt "Materials" shall include any documents and information obtained as a result of the use of the Transferred Materials described on page 1 (one) above.
 - 1.5 "Modern Biotechnology" means the application of:
 - a. In vitro nucleic acid techniques, including recombinant deoxyribonucleic acid (DNA) and direct injection of nucleic acid into cells or organelles, or
 - b. Fusion of cells beyond the taxonomic family, that overcome natural physiological reproductive or recombination.
2. The Institution shall keep the Materials secure at the Recipient Scientist's laboratory and ensure that no-one other than the Recipient Scientist and authorised co-workers have access to them.
 3. The Institution will ensure that the Recipient Scientist shall use the Materials for the Research Programme only and not for developing new wheat varieties or any commercial purpose or commercially-sponsored research even if those purposes are being pursued in the Recipient Scientist's laboratory without the prior written consent of the Supplier. Where the Materials are Living Modified Organisms the Institution and Recipient Scientist warrant that each and every use of the Materials will be a Contained Use and that no other use will occur.
 4. Use of the Materials outside the scope of the Research Programme, including (but not limited to) commercial use by the Recipient Scientist and authorised co-workers, is forbidden without the prior written consent of the Supplier.
 5. The Materials are supplied without cost but the Institution shall reimburse the Supplier for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Recipient Scientist.
 6. The Institution shall ensure compliance with any applicable laws and regulations governing the transportation, disposal, keeping and usage of the Materials and ensure the Materials are not removed from the Institution.
 7. The Recipient Scientist shall use the Materials with the highest standards of skill and care and shall not supply them to any other party.
 8. The Term may be extended with the written agreement of the Supplier. Permission to extend beyond the Term of this Agreement must be sought by the Recipient Scientist three (3) months before the expiry of the Term.
 9. The Recipient Scientist shall acknowledge the Supplier as the source of the Materials in any publication which mentions the Materials. The following wording shall be included in the acknowledgement: "The extension portion of the doubled-haploid Avalon x Cadenza wheat population, comprising 582 lines derived from F1 progenies of reciprocal crosses between the hexaploid wheat cultivars Avalon and Cadenza, was developed during the period 2007-2011 by Drs Kostya Kanyuka and Hai-Chun Jing at Rothamsted Research Ltd in collaboration with KWS Lochow GmbH, Germany, and co-funded by Prof. Ian Crute (the Rothamsted Research Director's Fund) and Defra WGIN."
 10. The Recipient Scientist shall include Rothamsted Research scientists Drs Kostya Kanyuka and Hai-Chun Jing as middle authors in their first peer reviewed research publication on each trait.
 11. The Recipient Scientist shall send to the Supplier a copy of raw data, reports or publications or "Inventions" (where "Inventions" means new discoveries, improvements or inventions) relating to the Materials and arising from the Research Programme within 1 (one) month after the end of the Research Programme or the Term of this Agreement or upon termination. Copies of papers should also be sent to Prof Kim E. Hammond-Kosack at Rothamsted Research on publication.
 12. The Materials shall remain the property of Supplier and shall be immediately returned (i) on termination of this Agreement, or (ii) in the event that the Institution is in breach of any of the conditions of this Agreement. The Institution must destroy the Materials if requested by the Supplier under the circumstances that might arise under this Clause.
 13. Neither the Institution nor the Recipient Scientist shall make or seek to make actual commercial gain from any Invention except with the prior written consent of the Supplier. The Material shall not be used for research that is subject to consulting or licensing obligations to another commercial organization whether or not such obligations presently exist or are entered into in the future unless

written permission is obtained from the Supplier. Neither the Institution nor the Recipient Scientist shall make or seek to make any patent application or secure any proprietary rights to legally protect any Inventions except with the prior written consent of the Supplier, which shall not be unreasonably withheld or denied. The Supplier and the Recipient Scientist will, at all times, retain the right to use an Invention for non-commercial research or for humanitarian purposes.

14. No license in respect of the intellectual property of the Supplier is granted or implied by this Agreement. If any commercial revenues result from the Recipient Scientist's use of the Materials (including the generation and exploitation of Inventions), the Supplier shall be entitled to a share negotiated on fair and reasonable terms of any such revenues that accrue to the Institution or the Recipient Scientist.
15. The Materials are experimental in nature and the Supplier makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, the Supplier gives no warranty:- (i) that it owns all necessary property and other rights in the Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.
16. The Recipient Scientist shall ensure that the importation, transport, use, maintenance and disposition of the Materials will be conducted in strict accordance with all appropriate local, national and international guidelines and regulations.
17. The Institution and the Recipient Scientist will use reasonable endeavours to ensure that where the Supplier makes a reasonable request for materials from the Institution that the Institution shall enable such materials to be made available to the Supplier on terms equal or equivalent to those found in this Agreement.
18. The Supplier shall have no liability to the Institution or Recipient Scientist in relation to the supply of the Materials or the consequences of their use, whether in contract, tort or other, as permitted by law.
19. The Institution will hold harmless and shall indemnify the Supplier and its directors, officers, employees, representatives, students, visiting workers and associated undertakings from and against all claims, demands, proceedings, penalties, fines, liabilities and losses (without limitation) and the associated costs (including legal costs) which may arise from a breach of this Agreement, or from the supply, use, collection or keeping of the Materials, including:- (i) injury to the Institution's employees and third parties (whether at the Supplier's location or elsewhere); (ii) infringement of third party intellectual property rights; (iii) damage by the Institution's employees and third parties at the Supplier's location; (iv) any non-Contained Use of a Living Modified Organism; (v) any other use of the Materials.
20. The Institution agrees to be bound by this Agreement in consideration of the Supplier making the Materials available to the Institution through the Recipient Scientist. It is agreed that the terms of clauses 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination or expiry of this Agreement.
21. No agreement will exist between the Supplier and the Institution unless authorised representatives of both parties have signed it within 3 calendar months of the Effective Date, provided on the front page.
22. This Agreement does not create any right enforceable by any person who is not a Party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.
23. Each provision of this Agreement will be interpreted without disadvantage to the party who (or whose representative) drafted that clause.
24. English law shall apply to this Agreement and the English courts shall have exclusive jurisdiction. Such jurisdiction shall not prevent the Supplier or the Institution from seeking interim injunctive relief in any court of competent jurisdiction.