MATERIAL TRANSFER AGREEMENT FOR ACADEMIC RESEARCH

 The Institute of Germplasm Resources and Biotechnology, Jiangsu Academy of Agricultural Sciences (hereinafterreferred to as JAAS-IGB) and (name, RECIPIENT hereinafter) agree to the following terms and conditions concerning the transfer of biological materials (MATERIAL hereinafter):

1. Each mutant with 30 seeds is charged $300. The freight of documents and reporting to Customs should be paid by users (Specific fees are subject to availability).

2. Ownership of the MATERIAL acquired resides with the JAAS-IGB.

3. The RECIPIENT shall use the MATERIAL only for academic research with the specic purpose, and not for any commercial purposes whatsoever.

4. The RECIPIENT shall not transfer or distribute the MATERIAL to any third party or user.

5. Any phenotype, patent or intellectual property right that may be generated after using the MATERIAL shall be jointly owned by the RECIPIENT and JAAS-IGB. The RECIPIENT shall consult with the administrator of JAAS-IGB before applying for such patents etc. to settle shares of ownership.

6. For oral or written publications of results using the MATERIAL, the RECIPIENT shall refer to the Dr. Rentao Song and Dr. Han Zhao as the developer and as the source of the MATERIAL, and indicate pertinent references. Two copies of the published article must be furnished to JAAS-IGB. The JAAS-IGB may disclose publicly, copy or otherwise use such publication for promotional purposes.

7. The RECIPIENT shall not implicate the JAAS-IGB from any liabilities or claims by third parties which may arise from the use of the MATERIAL. The JAAS-IGB shall not make any representation relating to alleged infringement of any patent or proprietary rights by third parties.

8. The RECIPIENT shall bear the cost of shipping and handling of the MATERIAL.

9. In case of any damage incurred during the transfer of the MATERIAL, both parties shall discuss to enable immediate resolution of the situation.

10. In case the RECIPIENT violates any of the provisions stipulated in this agreement, JAAS-IGB may request the RECIPIENT to cease its use of the MATERIAL and shall have the full discretion to reject subsequent transactions.

11. Both parties shall discuss in good faith to enable the amicable resolution of matters not stipulated in this AGREEMENT or clarifications in connection with the interpretation or execution of this agreement.

12. This AGREEMENT shall be governed by and construed in accordance with existing Chinese laws and regulations. The RECIPIENT and JAAS-IGB do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

Full name of recipient (block letters): Designation / Position：Resarcher

Organization / Department / Section: Address：

TEL：

E-mail：

Signature:

Date:

Institute of Germplasm Resources and Biotechnology, Jiangsu Academy of Agricultural Sciences

Full name of administrator: Designation / Position:

Signature:

Date: