**Insert INSTITUTION NAME or ACRONYM / UNL \* NAM PARENT MATERIAL TRANSFER AGREEMENT**

This **AGREEMENT** made this\_\_\_\_day of \_\_\_\_\_\_\_, 2015(EFFECTIVE DATE), by and **between** the Board of Regents of the University of Nebraska for, and on behalf, of the **University of Nebraska-Lincoln (UNIVERSITY)**, and on behalf of **UNIVERSITIES** of **Iowa State University**, **University of Tennessee,** **Ohio State University**, **Purdue University**, **University of Illinois**, and **University of Missouri**, and **USDA Agricultural Research Service (USDA-ARS)**, **with respect to this request of this INSTITUTION:**  
[Insert here the complete INSTITUTION name, city, & state].

**Whereas INSTITUTION** has requested a sample of the following proprietary **MATERIA**L, which is the exclusive property of **UNIVERSITY**, or **UNIVERSITIES**, or **USDA-ARS** (as listed below), and the UNIVERSITY agrees to supply **MATERIAL** owned by **UNIVERSITY** or owned by a **UNIVERSITIES** or **USDA-ARS** (as listed below), provided that INSTITUTION abides by the following terms of this AGREEMENT:

**RECIPIENT INSTITUTION** hereby agrees:

1. The term of this AGREEMENT shall be defined as **5** YEARS from the above-listed EFFECTIVE DATE.
2. **MATERIAL** shall be defined as these 22 soybean cultivars or breeding lines, as listed below, with the cultivar or breeding line owner (**UNIVERSITY**, **UNIVERSITIES,** or **USDA-ARS**) parenthetically specified:   
   **IA 3023** (Owner: **Iowa State University**);   
   **TN05-3027** (Owner: **University of Tennessee**);   
   **HS6-3976** (Owner: **The** **Ohio State University**);   
   **4J105-3-4**, **5M20-2-5-2**, **CL0J095-4-6**, and **CL0J173-6-8** (Owner: **Purdue University**);  
   **LD01-5907**, **LD02-4485**, and **LD02-9050** (Owner: **University of Illinois**);   
   **Magellan** and **S06-13640** (Owner: **University of Missouri**);   
   **NE3001** and **U03-100612** (Owner: **University of Nebraska**);  
   **LG03-2979**, **LG03-3191**, **LG04-4717**, **LG05-4292**, **LG05-4317**, **LG05-4464**, **LG05-4832**, and **LG90-2550**(Owner: **USDA-ARS**);   
   and includes, without limitation, any seeds, plants, and plant parts thereof.
3. The **MATERIAL** owner (as parenthetically specified in item 2) is the sole owner of all tangible and intangible right, title and interest in and to the owned **MATERIAL**, and all intellectual property rights thereon or therefrom including, without limitation, patent applications, patents, plant protection certificates and plant breeder’s rights.
4. The **MATERIAL** shall be used solely by the **INSTITUTION**, and not by, or on behalf of, any other entity or person, and **INSTITUTIO**N shall cease use of the MATERIAL upon the AGREEMENT TERM date.
5. The **MATERIAL** shall be used only for genotyping, phenotyping, and testing or evaluation conducted in a field, greenhouse, growth chamber, or laboratory, and not used for any other use or purpose.
6. Seed stock increase of **MATERIAL** is permitted, but only for testing or evaluation purposes as described.
7. No mating of the **MATERIAL** is permitted, either as a pollen donor, or as a pollen recipient.
8. No transformation techniques, mutagenesis, or tissue culture shall be used to generate any seeds, plants, or any plant parts from the **MATERIAL**.
9. No **MATERIAL** shall be transferred or distributed to any other party.
10. No sale or commercialization of the **MATERIAL** is permitted.
11. This AGREEMENT does not create an agency, employment, joint venture or partnership arrangement between the **UNIVERSITY**, nor the **UNIVERSITIES,** nor the **USDA-ARS**, and the **INSTITUTION**, nor does the **INSTITUTION** have any right to obligate or bind **UNIVERSITY** or **UNIVERSITIES** or **USDA-AR**S.
12. If any term of this AGREEMENT is, for any reason, illegal, invalid or unenforceable, such term shall be removed in such jurisdiction only, and all other terms of this AGREEMENT shall remain in full force and effect, and the remaining terms shall be construed as necessary in order to carry out the original intent of this AGREEMENT.
13. The **MATERIAL** is provided "As Is" without REPRESENTATION OR warranty of any sort, AND **UNIVERSITY**, **UNIVERSITIES**, and **USDA-ARS** EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHETHER express, STATUTORY or implied, INCLUDING NONINFRINGMENT, or FITNESS FOR ANY PURPOSE.
14. To the extent not prohibited by law, **INSTITUTION** shall bear all risk and liability from its use or misuse of the **MATERIAL** and/or compliance with applicable laws and regulations applicable in the enforcement of the terms of this material transfer agreement.
15. **INSTITUTION** may conduct and publish results of testing and evaluation research involving the **MATERIAL**, provided that the **INSTITUTION** acknowledges the **MATERIAL** owners in such publications.
16. The **INSTITUTION** and **UNIVERSITY** agree that any scanned facsimile of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the authorizing **INSTITUTION’s** authorized official, **UNIVERSITY’s** authorized official, **USDA-ARS’s** authorized official.

The **UNIVERSITY** and **INSTITUTION** hereby execute this valid, binding and enforceable sc effective as of the specified EFFECTIVE DATE documented herein.

|  |  |
| --- | --- |
| **Board of Regents of the University of Nebraska**  **for and on behalf of the University of Nebraska and the Universities as listed above:** | **<Insert full name of Recipient INSTITUTION here>** |
| **UNL Authorized Official signs below:** | **Institutional Program Office Name here>** |
| **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Institutional Authorized Official signs below:** |
| Printed Name: Brad Roth | **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Title: Associate Vice-Chancellor for Technology Development | Printed Name:  Title: |
|  | Title: |
| **USDA-ARS Authorized Officials sign below:** |  |
| **Note: No signatures required to provide ARS material to a recipient USDA-ARS scientist.** |  |
|  |  |
|  | **You, the Researcher requesting seed - sign below** |
| **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **INSTITUTIONAL Recipient of MATERIAL sign here:** |
| Printed Name: Kenneth M. Doll |  |
| Title: Acting Coordinator | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Technology Transfer Office, Midwest Area | Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: Adam Mahan | Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Acting Research Leader | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Soybean/Maize Germplasm, Pathology, and  Genetics Research Unit | Add shipping address if not same as mail address |
|  |  |
| **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| Printed Name: Adam Mahan |  |
| Title: Geneticist |  |
| Soybean/Maize Germplasm, Pathology, and  Genetics Research Unit |  |
|  |  |

This **ADDENDUM** page provides the names of the authorized official of each University, or authorized official USDA-ARS, for the owned **MATERIAL** listed in Item 2 of the Agreement, who are permitting the University of Nebraska to distribute seed of the **MATERIAL** to a recipient INSTITUTION, provided that the INSTITUTION agrees to and fully executes all terms of this UNL material transfer agreement, including item 10 that expressly prohibits sale or commercialization of the **MATERIAL**. Institutions who wish to commercialize any cultivar or breeding line listed on MTA page 1 are required to contact the below listed University or USDA officials for licenses to do so.

-----------------------------------------------------------------------

**Iowa State University**

**ISU Research Foundation (ISURF)**

**Contact:  Patrick Klepcyk, Director**

Phone: 515-294-4740  E-mail: [pklepcyk@isu.edu](mailto:pklepcyk@isu.edu)

**Soybean Breeder:** **Walter Fehr**

Phone: 515-294-6865  E-mail: [wfehr@iastate.edu](mailto:wfehr@iastate.edu)

**University of Tennessee**

**Office of Sponsored Programs**

**Contact: Holly Renee Schreiber, Director**

Phone: 865-974-7123 E-mail: [hschrieb@tennesse.edu](mailto:hschrieb@tennesse.edu)

**Soybean Breeder: Vince Pantalone**

Phone: 865-974-8801  E-mail: [vpantalo@utk.edu](mailto:vpantalo@utk.edu)

**The Ohio State University**

**Technology Commercialization Office**

**Contact: Kevin Taylor, Associate Vice President**

Phone: 614-292-8567  E-mail: [taylor.153@osu.edu](mailto:taylor.153@osu.edu)

**Soybean Breeder: Leah McHale**

Phone: 614-292-9003  E-mail: [mchale.21@osu.edu](mailto:mchale.21@osu.edu)

**Purdue University**

**Office of Technology Commercialization**

**Contact: Brooke Bier, Senior Vice President**

Phone: 765-588-3464  E-mail: [blbeirt@prf.org](mailto:blbeirt@prf.org) **OTCIP@osu.edu)**

**Soybean Breeder: Katy Rainey**

Phone: 765-494-1212  E-mail: [krainey@purdue.edu](mailto:krainey@purdue.edu)

**University of Illinois Urbana-Champaign**

**Office of Technology Management and Business Relations**

**Contact: Brad Edwards, Senior Technology Manager**

Phone: 217-244-6453  E-mail: [ebedward@illinois.edu](mailto:ebedward@illinois.edu)

**Soybean Breeder: Brian Diers**

Phone: 217-265-4062  E-mail: [bdiers@illinois.edu](mailto:bdiers@illinois.edu)

**University of Missouri**

**Office of Technology Management and Business Relations**

**Contact: Lisa Lorenzen, Assistant Vice Chancellor**

Phone: 573-884-8296 E-mail: [lisalorenzen@missouir.edu](mailto:lisalorenzen@missouir.edu)  **Soybean Breeder: Grover Shannon**

Phone: 573-379-5875  E-mail: [ShannonG@missouri.edu](mailto:ShannonG@missouri.edu)

**University of Nebraska**

**UNL Office of Sponsored Programs**

**Contact: Aaron Funk, Contracts Negotiator**

Phone:  402-472-8918  E-mail: [abfunk32@unl.edu](mailto:abfunk32@unl.edu)

**Soybean Breeder: George Graef**

Phone: 402-472-1537  E-mail:  [ggraef1@unl.edu](mailto:ggraef1@unl.edu)

**USDA-ARS**

**Midwest Area**

**Contact:** **Kenneth M. Doll, Acting Technology Transfer Coordinator**

Phone: 309-681-6103 E-mail: [Kenneth.Don@ars.usda.gov](mailto:Kenneth.Don@ars.usda.gov)   
**Soybean Breeder: Adam Mahan**

Phone: 217-265-7717 E-mail: [Adam.Mahan@ars.usda.gov](mailto:Adam.Mahan@ars.usda.gov)