

**U. S. Department of Agriculture
Agricultural Research Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

ARS: USDA, ARS, SPA
Dale Bumpers National Rice Research Center
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Stuttgart, AR 72160
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FAX: 870-673-7581
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Recipient: The institution the collaborator works for is listed here.
Street address, City and Country is listed here

Recipient's Scientist: List scientist's name
Tel: List no. include country code if not USA
FAX: List no. include country code if not USA
E-mail: List scientist's email address

PURPOSE:

To provide Recipient with approximately 0.5 grams of paddy rice of each of approximately 400 purified accessions that are part of the collaborative research project NSF (DBI #0606461) entitled "Exploring the Genetic Basis of Transgressive Variation in Rice" (NSF-TV) with Susan McCouch (PI), Georgia Eizenga (co-PI), Anna McClung (co-PI) and Carlos Bustamante (co-PI) as designated on the attached list and referred to by GSOR numbers, hereinafter collectively referred to as the Material. Also, included in the definition of Material are any resulting seed from seed increase by the Recipient.

The Material is released to Recipient under the following conditions:

1. The Material shall only be used for seed increase and subsequent phenotyping of agronomic trait(s), as detailed in the "Letter of Collaboration" signed by the cooperators on the aforementioned NSF project.
2. Recipient shall not transfer the Material, in whole or in part, to a third party without the express written consent through a formal "Letter of Collaboration" with the PIs of the NSF-TV project. Any third party requesting a sample shall be referred to ARS who will consult with the NSF-TV project PIs prior to distribution.

3. The Material shall remain the property of ARS and shall not be used for commercial or profit making purposes without an appropriate license or other permission from ARS in consultation with NSF-TV project PIs. ARS intends to place the materials in USDA-ARS Genetic Stocks-*Oryza* (GSOR) collection housed at the DB NRRC. Once incorporation of the Material into GSOR is completed and is made available for general public distribution, the recipient is free to use the materials for any purpose.
4. Recipient shall keep ARS and NSF-TV PIs informed of the results obtained through use of the Material, provide ARS and NSF-TV PIs with a copy of any manuscript that describes work with the Material prior to submission for publication, and acknowledge ARS and NSF-TV PIs contribution to the work reported. When appropriate the PIs on the NSF-TV project will be included as co-authors on publications resulting from use of this material.
5. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of ARS.
6. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material.
8. ARS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the Parties.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of five (5) years or until the Material is made publicly available through GSOR, whichever comes first.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:

Anna McClung Research Leader
Title Date

Georgia Eizenga Research Geneticist
Title Date

ACCEPTED FOR THE RECIPIENT:

Type name of person signing document Give title of person signing document
Title Date

APPROVED:

Bryan Kaphammer Technology Transfer Coordinator
Title Date

