

## MATERIAL TRANSFER AGREEMENT FOR COMMERCIAL ORGANISATIONS ONLY

### RECIPIENT

Name
Address
Postal Code
City
Country
Legally represented by

in consideration of the receipt by Recipient of the Material from Plant Research International B.V. (PRI) hereby agrees to the following terms and conditions:

Material shall mean ordered and invoiced pMF Vector1-type Constructs containing the steroid-inducible recombination activity system (R/Rs) from *Zygosaccharomyces rouxii* and the dual positive-negative selection system (*np11* or *hpt* or *pat/bar* combined with *codA*) and equipped with a multiple cloning site for the production of marker-free trans- or cisgenic plants carrying only gene(s)-of-interest after induced recombination, and any accompanying know how or data from PRI.

The Material will exclusively be used in Recipients laboratory at:

Name
Address
City
Country

After payment of the appropriate handling fee of €995 Recipient may use the Material only for research and evaluation purposes during a period not exceeding two years after signing this agreement (Evaluation period).

During the Evaluation period the Material will not be used for commercial purposes without prior written permission of PRI. At the end of the Evaluation period PRI will request Recipient to destroy the Material.

If Recipient wants to use the Material after the Evaluation period for further research and/or evaluation during an indefinite period (Extension period), Recipient will pay PRI a lumpsum of €5000. If Recipient wants to use the Material after the Evaluation period or during the Extension period for commercial exploitation in plants of species not belonging to the class of pip fruits, Recipient will pay PRI a lumpsum of €7500,- (in words seven thousand five hundred euros) excluding VAT per event (i.e. per one trans- or cisgenic plant genotype with a specific gene-of interest within one specific cultivar) and will be free to use the Material for this particular purpose on a non-exclusive basis without further claims of PRI. Payment of the lumpsum means that the Recipient becomes owner of the event-result and is free to exploit them without PRI being entitled to any further compensation.

In case of commercial exploitation of events in plant species belonging to the class of pip fruit, separate and individual negotiations are required and compulsory between PRI and Recipient.

#### **Distribution and release limitation of the Material “as is”.**

Recipient will not distribute or release or sell the Material to any third party or person other than (laboratory) personnel of Recipient, and shall ensure that no one will be allowed to take or send the Material to any other location then mentioned above, unless written permission is obtained from PRI.

#### **Rights and results**

The Material remains the (intellectual) property of PRI. PRI shall retain all right, title and interest in and to the Material “as is”.

#### **Payments**

After sending the signed order form and the original, signed MTA to PRI, PRI will send the pMF construct for a two year evaluation including an invoice of the appropriate fee. At the end of the evaluation period PRI will

request to destroy the material unless the second fee of €5000,- (in words five thousand euro's), excluding VAT, is paid.

**Publication**

Recipient is free to publish about the results on the Material.

**Warranty**

Recipient understands that the Material is experimental in nature and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PRI makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right and no right or licence under any patent or patent application. The Recombinase-LBD part falls under patent EP0632054, lapsed for SE, PT, MC, LU, GR and NL.

Recipient shall hold PRI harmless from any loss, claim, damage, illness, or injury to persons or property whatever the cause may be arising out of or pertaining to Recipient's use of the Material.

**Liability**

In no event shall PRI be liable for any use by Recipient of the Material or any loss, claim, damage, or liability of whatsoever kind of nature, which may rise from or in connection with this agreement or the use, handling or storage of the Material. Recipient will hold PRI harmless and indemnify PRI for any loss from Recipient use, handling, storage or other activity connected with the Material.

Subject to the above Recipient accepts full liability also to third parties in case of dispute over (in) the use of the Material, or the research results.

**Breach of agreement**

PRI may request that the Recipient promptly destroys the Material if the Recipient is in material breach of this agreement and the breach is not capable of remedy within thirty (30) days of notification to PRI. Upon any violation of the terms of this agreement the Recipient shall be indebted a fine of €7.500,- (in words: seventyfivehundred euro) for each breach, immediately payable to PRI, without prejudice to PRI' s right to seek full compensation in this respect.

**Regulations / law**

Recipient shall use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material. This agreement shall be construed and governed by the laws of The Netherlands. Any dispute concerning this agreement or the performance thereof shall be submitted to the adjudication of the competent court in The Hague.

This MTA with the accompanying pMF Vector1 order form and the General Conditions of Plant Research International B.V. constitute the entire agreement among the parties. The attached General Conditions of Plant Research International B.V. are applicable on this Agreement. In the event of a conflict between the provisions of the General Conditions and those of the MTA, the provisions of the MTA shall take precedence.

Any changes to this MTA are not accepted

**ORGANISATION RECIPIENT**

Name of the legal representative:

Position:

City:

Date:

I declare to adhere to the conditions in this MTA as well as the General Conditions

Signature: