

## MATERIAL TRANSFER AGREEMENT

The undersigned,

1. the private limited liability company Plant Research International B.V., established in Wageningen, whose registered office is at Droevendaalsesteeg 1 (6708 PB) Wageningen, The Netherlands, hereinafter also referred to as: 'PRI', lawfully represented by the General Director, Prof.Dr. R.J. Bino;

and

2. .... ( Name of Organization),  
.....(Address, no P.O. Box),  
.....(Postal Code + City + Country), hereinafter called 'Recipient'; lawfully represented by ..... (position + name of the legal representative):

**in consideration of the receipt by Recipient of (biological) material from PRI Parties hereby agree to the following terms and conditions:**

### The Material

1. The (biological) material to be provided to Recipient is listed here:

*The plasmid vector pRCNG, equipped with steroid-inducible recombinase activity system and a dual positive-negative selection system.*

"Material" shall mean the above-referenced (biological) material plus progeny, unmodified or modified derivatives and any accompanying know-how or data from PRI.

### Use of the Material

2. The Material will exclusively be used only in Recipients laboratory at:

### Name Organization:

Address:

City:

Country:

Under the following code number:

3. Recipient shall use the Material in appropriate containment conditions only for research purposes to (fill in: specific description):

4. Recipient is not allowed to alter, modify or improve the Material without prior written consent of PRI.

5. The Material will not be used for commercial purposes without prior written permission of PRI. In case of permission, conditions and compensation for such permission will be negotiated upon.

6. Recipient shall not use the Material in research that is subject to any consulting or licensing obligation to any third party regardless of whether or not such an obligation

presently exists or previously existed or may be entered into in the future, without the prior written permission of PRI.

**Distribution and release limitation**

7. Recipient will not distribute or release or sell the Material to any 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**

8. The Material remains the property of PRI. Recipient is allowed to use the Material during its research as described in article 3. However, PRI is entitled to request the immediate return or the immediate destruction of the Material, in case Recipient does not comply with its obligations under this Agreement or in any other case, provided that the term of notice of two months is taken into account.

9. Recipient will inform PRI regular about all results of her/his research with the Material.

10. PRI shall retain all right, title and interest in and to the Material. Except as expressly provided in this Agreement, nothing in this Agreement is to be construed as granting any right or license to Recipient to utilise the PRI Materials under any patent, trade secret or other proprietary right of PRI for purposes other than research. Any discovery, composition of matter and other inventions conceived, reduced to practice or otherwise made by Recipient using the Material shall be owned by PRI. Recipient shall promptly notify PRI of any inventions using the Material.

**Publication**

11. If Recipient desires to publish about the results on the Material, Recipient will need the prior written approval of PRI. The source of the Material will be acknowledged or properly referred to in all publications by Recipient.

**Secrecy**

12. Recipient shall keep all information related to the Material strictly confidential irrespective whether such information was received from PRI or generated by Recipient itself under this Agreement. This obligation is not applicable for information that is already publicly available or becomes publicly available after signature of this Agreement through no fault of Recipient.

**Warranty**

13. 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.

14. 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**

15. 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.

16. Subject to article 14 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**

17. 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 € 2.500,- (in words: twentyfivehundred euro) for each breach, immediately payable to PRI, without prejudice to PRI' s right to seek full compensation in this respect.

**Regulations / law**

18. 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.

19. Any dispute concerning this Agreement or the performance thereof shall be submitted to the adjudication of the competent court in The Hague.

**In witness whereof this Agreement has been executed in duplicate and signed and initialled per page by,**

**Plant Research International B.V.**

Prof.Dr. R.J. Bino  
General Director  
Wageningen  
Date:  
Signature:

and

**Organization Recipient**

Name:  
Position:  
City:  
Date:  
Signature: