

Attachment A

**BIOLOGICAL MATERIAL TRANSFER AGREEMENT FOR TESTING AND EVALUATION OF
_____ BREEDING LINES**

This agreement is made by and between the Mississippi Agricultural and Forestry Experiment Station (MAFES), a component of Mississippi State University (MSU), and _____ (COMPANY/INSTITUTION), a U. S.-based seed production COMPANY/INSTITUTION engaged in _____ breeding and/or genetic engineering. Unless terminated sooner at the request of COMPANY/INSTITUTION or MAFES, the Agreement shall be valid for a period of one (1) year from the date of the last signature to the agreement after which time the agreement may be revised and/or renewed. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

In order for MAFES to supply COMPANY/INSTITUTION with _____ breeding lines so that COMPANY/INSTITUTION may evaluate and determine the value or potential value of the breeding lines for future commercial purposes, and initiate a program to incorporate COMPANY/INSTITUTION's proprietary genes in the breeding lines for possible future commercialization jointly by COMPANY/INSTITUTION and MAFES, the parties hereby agree to the following terms and conditions.

1. Subject to its occasional inspection [not more than four (4) inspections of the _____ lines] of COMPANY/INSTITUTION's program of research and evaluation of such lines, MAFES, hereby temporarily transfers to COMPANY/INSTITUTION, for research and evaluation purposes only, any or all of the following experimental _____ lines which shall be collectively referred to as the LINES:

(LIST LINES)

2. COMPANY/INSTITUTION acknowledges that LINES, subsequent generation thereof, hybrids, off-type or sport variants thereof, or any seed from LINES are sole and exclusive property of MAFES, a component of MSU. Any pure seed, or essentially derived germplasm ("Essentially derived" will, in the context of this agreement, be understood to be progeny of LINES having a coefficient of parentage exceeding 0.75. A coefficient of parentage of 0.75 is reached by crossing once to any individual LINES and then crossing the resulting progeny once more to the same LINE. Selections within a LINE are also understood to be essentially derived from that LINE.), produced by or from LINES for planting purposes will be returned to MAFES or destroyed prior to the termination of this agreement. All other seed of LINES or germplasm essentially derived from LINES will be destroyed. Accordingly, any use of the LINES or germplasm essentially derived from LINES, in or for commercial seed expansion, shall require a separate commercial license agreement between MSU and COMPANY/INSTITUTION. Notwithstanding, it is the understanding of both parties that MSU is not restricted during the term of this Agreement from releasing or licensing LINES to any other third party.
3. COMPANY/INSTITUTION acknowledges that no samples of the LINES are to be given or made available to any person, firm, corporation, or other third party and are to remain under the immediate and direct control of _____ (named COMPANY/INSTITUTION individual). COMPANY/INSTITUTION agrees to refer to MAFES any request for the LINES from anyone other than those persons working for COMPANY/INSTITUTION. COMPANY/INSTITUTION agrees to use the LINES in a safe manner and in accordance with all applicable laws and regulations.

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4. It is understood that COMPANY/INSTITUTION will report in writing to MAFES, due one (1) year from the effective date of agreement, on work utilizing the LINES for testing and incorporating COMPANY/INSTITUTION's gene(s) into LINES. COMPANY/INSTITUTION's reports should be directed to :

The report should include a declaration of commercial value or potential commercial value of LINES in the opinion of COMPANY/INSTITUTION or any other public or private plant breeders invited by COMPANY/INSTITUTION to assist in the evaluation of LINES and preparation of the report. The report will be written on outlines of LINE's pedigree designations provided to COMPANY/INSTITUTION by _____.

5. COMPANY/INSTITUTION shall at all times during the term of this Agreement and thereafter, indemnify, defend, and hold harmless the Board of Trustees of the State Institutions of Higher Learning of the State of Mississippi, Mississippi State University, the Trustees of the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi, both in their official capacities and their individual capacities, and all officers, employees, agents, and servants of Mississippi State University or the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi, both their individual capacities and in their official capacities, against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney's fees) which may be related to injury to persons or property, or against any other claim, proceeding, demand, expense, and liability of any kind whatsoever related to the use of the LINES by the COMPANY/INSTITUTION.
6. MAFES makes no representations and extends no warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, nor does MAFES assume any obligations with respect to infringement of intellectual property rights or other rights of third parties due to COMPANY/INSTITUTION's activities under this Agreement.
7. This Agreement shall be governed by and construed under the Constitution and laws of the State of Mississippi.
8. By executing this Agreement, the undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of COMPANY/INSTITUTION.

IN WITNESS WHEREOF, the parties have caused the Agreement to become effective as of the date last executed below to a signatory of this Agreement.

RECOMMENDED BY:

(Breeder)

(Department Head)

APPROVED BY:

(Director of MAFES)

COMPANY/INSTITUTION Representative