

Maize Population Research and Development Agreement

This AGREEMENT made _____ by and between the Iowa State University Research Foundation, Inc. (hereinafter called ISURF), and _____ (hereinafter called COMPANY)

Whereas, COMPANY has requested a sample of the following proprietary maize population(s) which is owned by ISURF.

SAMPLE

Maize Population

ISURF agrees to supply seed of the above maize population(s) and COMPANY agrees to abide by the following terms of the AGREEMENT:

- 1. Seed provided may be used for basic research, evaluation and/or test crossing only. Seed may be increased but only to provide enough additional seed for research and evaluation.
- 2. No seeds, plants, plant parts, seed parts, callous tissue or DNA of these populations will be distributed to a third party.
- 3. Direct use of these populations for commercialization should not start before COMPANY requests a commercialization license from ISURF and COMPANY signs a commercialization licensing agreement.

COMPANY may conduct and publish results of research on this germplasm and/or genetic stocks, cultivars, hybrids and/or germplasm developed with the germplasm listed above without prior approval of ISURF. COMPANY agrees to duly acknowledge the contributions of the Iowa State University breeding program in the provision of the germplasm in all publications and in all descriptions and release notifications of material derived from the germplasm listed above.

COMPANY agrees that ISURF is not liable for any royalty claims that may be made against the parentage of the populations listed above. This agreement shall be construed according to the laws of the State of Iowa.

The germplasm is provided "As Is" without warranty of any sort, expressed or implied. The recipient agrees to bear all risk resulting from the use of the germplasm and anything derived therefrom.

In Witness whereof, the parties have executed this Agreement the day and year first written above.

IOWA STATE UNIVERSITY RESEARCH FOUNDATION, INC.

By: _____ Date: _____, _____

Kenneth Kirkland, Ph.D., Executive Director

LICENSEE

By: _____ Date: _____, _____

Name and Office: _____

Address _____

Phone: _____ Fax: _____ Email: _____