

Soybean Research and Germplasm 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 soybean germplasm which is the exclusive property of ISURF.

SAMPLE

ISURF agrees to supply seed of the above germplasm and COMPANY agrees to abide by the following terms of the AGREEMENT:

1. Seed provided may be used for basic research, field testing, product evaluation or crossing only.
2. The germplasm may be used for crossing to develop varieties or segregating populations, but each germplasm strain will not contribute more than 50% of the genes to a variety or population.
3. Any variety or population derived from this germplasm must be commercially licensed from ISURF prior to release or distribution. ISURF reserves the right to collect a royalty on any commercial product developed with the germplasm under this AGREEMENT. Royalties may be collected on all commercialized varieties containing twenty five percent (25%) or more of the ISURF germplasm by pedigree. Royalties will not be collected on commercialized varieties containing less than twenty five percent (25%) of ISURF germplasm by pedigree.
4. No transformation techniques will be used with this germplasm without prior written consent of ISURF.
5. No mutagenesis, tissue culture, or molecular or cellular techniques will be conducted with any seeds, plants, or plant parts of the germplasm without prior written consent of ISURF.
6. No selection will be conducted within the germplasm.
7. Seed stock increases of the germplasm will not be conducted.
8. No seeds, plants, or plant parts of the germplasm will be distributed to a third party.

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.

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: _____