

Material Transfer Agreement (MTA) and Code of Ethics.

THIS AGREEMENT, made on _____, 20____, is by and between the Wheat Genetics Resource Center (“WGRC”), located at Kansas State University (“KSU”), Manhattan KS 66506-5502 and _____

(“Recipient”; “Recipient and WGRC, the “Parties”).

1 Material developed by the WGRC is made available for any agriculture, research, or breeding purpose. The WGRC is making the material available, and it is being distributed in accordance with the ‘Wheat Workers Code of Ethics for Distribution of Germplasm’, developed by the National Wheat Improvement Committee on 5 November, 1994.

2 The recipient may reproduce the seed and use the material for the purposes of research, examination, training, and breeding.

3 The recipient shall make no secondary distributions of the germplasm without the permission of the WGRC unless that the recipient also is willing to accept the conditions of this agreement.

4 The WGRC makes no warranties as to the identity, quality, health, purity, or accuracy of any passport or other data provided with the material being furnished. The phytosanitary condition of the material is warranted only as described in the accompanying phytosanitary certificate. The recipient assumes full responsibility for complying with biosafety regulations and rules as to the import or release of genetic material. Damage incurred by the recipient during the use of the material is not the liability of the WGRC and the recipient will hold the WGRC harmless.

5 Recipients are requested to furnish the WGRC with performance, screening, and other data collected during evaluation of germplasm.

The recipient also is requested to provide the WGRC with the relevant publications.

6 The recipient is obligated to name in publications, compiled with the use of the plant material provided, the Wheat Genetics Resource Center as the supplier of the material.

7 Recipient shall meet with WGRC representative(s) to determine inventorship if an invention should arise during Recipient’s work with the material. In these cases, the WGRC and the recipient will negotiate the terms and conditions to be applied to any such IPR under the Intellectual Property policy of the Kansas Board of Regents (approved 19 November, 1998).

8 The material is supplied under the terms of this agreement. Please have the appropriate official sign and return this agreement to the WGRC.

9 This material was collected before the Convention on Biological Diversity went into effect (29 December, 1993) and was stored at the WGRC or another gene bank, or it was collected after this treaty was signed with the consent of the country of origin that it can be distributed for research purposes.

Signature _____ Date: _____

Signature _____ Date: _____

Signature _____ Date: _____