

**JOHN INNES CENTRE**

**MATERIAL TRANSFER AGREEMENT (research)**

**Provider's Name:** John Innes Centre, Norwich Research Park, Colney Lane, Norwich, NR4 7UH

**Recipient's Full Name and Address:** [XXX]

(*"Recipient"*)

For use only in the laboratory of [XXX] (*"Recipient's scientist"*)

**The Material:** Approx. 20 seeds each of [*"species and line numbers"*] and Annex 1

1. Acceptance of the Material means the Recipient acknowledges that all rights to the Material whether directly or indirectly enclosed therein, are the sole property of the JOHN INNES CENTRE, Norwich Research Park, Colney, Norwich, NR4 7UH, UK ('JIC').
2. Recipient shall be required to pay the sums referred to in the associated quotation [insert quotation number], 'the Fee', from JIC as consideration for the provision of the Material on the terms and conditions of this MTA.
3. This Material Transfer Agreement does not imply any direct or indirect license or warranty whatsoever with regards to the Material and use thereof nor does it guarantee not to infringe on any rights or claims of third parties with regards to the Material or the Material's suitability, novelty or safety for any purpose whatsoever.
4. The Recipient has no right to claim the Material in any patent application made by or on behalf of the Recipient.
5. The Recipient shall be entitled to ownership of the induced allelic variant in the specified target gene and results of their research to the extent that these result from Recipient's own independent use of the Material.
6. In consideration for JIC providing the Recipient access to the Material for the Fee and the right to utilise them for Recipient's research, the Recipient agrees to the following conditions:
  - a) Not to transfer or distribute any part of the Material to third parties, or to transfer or distribute any part, progeny, replications, or modified derivatives to any third party for any purposes other than the utilisation of the mutations specified in Annex 1 without the prior written consent of JIC.
  - b) To be solely liable for any and all claims brought by third parties resulting from the use of the Material by the Recipient.
  - c) To acknowledge *RevGenUK* for carrying out the TILLING and as the source of the Material in any publication that may result from the Research.
  - d) To notify *RevGenUK* as soon as the material is accepted for publication in any form whatsoever.

7. The Recipient further agrees that all data (the nature of the gene and the mutations found, but no information regarding Recipient) will be placed on JIC's *RevGenUK* database which is searchable via the website <http://revgenuk.jic.ac.uk/> one year after dispatch of the seed in accordance with the JIC client confidentiality and data release policy.
8. This Agreement is personal to the Recipient and not capable of assignment.
9. This Agreement is subject to English Law and the exclusive jurisdiction of the English Courts.
10. The terms of this Agreement will be legally binding on Recipient, and receipt of and/or use of the Materials shall constitute binding acceptance of all of the terms hereof by Recipient.

**Annex 1. Mutation report.**