

The National BioResource Project-WHEAT

Material Transfer Agreement

The material contained herein is being furnished by the National BioResource Project-WHEAT (NBRP-WHEAT) under the following conditions:

This agreement, effective as of March 14th, 2010 between John Brown, having a place of institute at Wheat-wheat Institute of Crop Sciences, Rye University, XXX City, XXX State, ZIP number, Country (hereinafter referred to as "Recipient") and Laboratory of Plant Genetics, Graduate School of Agriculture, Kyoto University as the "NBRP-WHEAT Centre", having a place of laboratory at Kitashirakawaoiwake-Cho, Sakyo-Ku, Kyoto 606-8502, Japan (hereinafter referred to as "Centre")

The Centre is in receipt of a request;

By John Brown (hereinafter referred to as "Recipient Scientist") of Wheat-wheat Institute of Crop Sciences, Rye University, XXX City, XXX State, ZIP number, Country for the materials listed in ANNEX (hereinafter referred to as "Original Material")

NBRP-WHEAT is making the germplasm and/or DNA available as part of its policy of maximizing the utilization of genetic material for research. The Original Material was either developed by NBRP-WHEAT; or it was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural and genetic research or breeding purposes.

In consideration for receiving the Original Material, the Recipient agrees to the followings:

1. Use

1-1. The Original Material and any progeny or unmodified derivatives thereof (hereinafter referred to as "Material") shall be used by the Recipient Scientist only for the following research and experimental uses:

Identification of YYY resistance genes in hexaploid wheat

1-2. The Recipient Scientist shall preserve following conditions, if any, which are written in the catalogue of NBRP-WHEAT. In the case the depositor of the Original Material requires the written acceptance, the Recipient shall file the document preliminarily.

No condition

1-3. The Recipient shall not use the Material in human subjects.

2. Non-Assignment

2-1. This Material shall be used solely by the Recipient Scientist and others working under his/her direct supervision at the Recipient institute, and shall not be distributed to others.

2-2. In case of germplasm, above does not prevent the Recipient from releasing or reproducing seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

3. Intellectual Property and Licensing

3-1. The Original Material is held in trust under the terms of an agreement between NBRP-WHEAT and the National BioResource Project, Japan, and the Recipient has no rights to obtain Intellectual Property Rights (IPR) on the Material or related information. The Recipient, therefore, agrees not to claim ownership over the Material, not to seek IPR over the germplasm and/or DNA or related information.

3-2. It is understood that no right to a license is given or implied by this agreement.

4. Disclosure and Report

4-1. The Recipient Scientist shall acknowledge the source of the Material in any publication containing experimental results obtained with the use of the Material (e.g. in "Materials and Methods" or "Acknowledgement"). A copy of each publication containing experimental results obtained with the use of the Material shall be provided to the Centre, at the time when the manuscript is accepted for publication.

5. Indemnity

5-1. The Centre makes no warranties as to the safety or title of the Material, nor as to the accuracy or correctness of any passport or other data provided with the Material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the germplasm and/or DNA being furnished. The Recipient assumes full responsibility for complying with the Recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material.

6. Remittance

6-1. The Recipient shall remit the sum of 12,300 Japanese yen to the Centre in consideration of the time, effort and resources put in by the Centre in order to produce the Material. The indicated sum of Japanese yen includes the costs associated with the shipping of the Material.

Upon receipt of the signed agreement, NBRP-WHEAT Centre will arrange the transfer of the Material.

AGREED AND ACCEPTED:

NBRP-WHEAT CENTRE

Laboratory of Plant Genetics, Graduate School of Agriculture, Kyoto University

Authorized Centre Official:

Name: Eiji NAWATA Title: Professor

Signature: signature Date: Apr 25th, 2010

Recipient

Recipient Scientist:

Name: John Brown Title: Research Associate

Signature: signature Date: Mar 21th, 2010

Authorized Institutional Official:

Name: Keith White Title: Department Head

Signature: signature Date: Mar 22th, 2010

ANNEX

List of materials

Request ID : 353

No.	Strain name
LPGKU0001	CS Monosomic 1A
LPGKU0002	CS Monosomic 1B
LPGKU0003	CS Monosomic 1D
LPGKU0004	CS Monosomic 2A
LPGKU0005	CS Monosomic 2B
LPGKU0006	CS Monosomic 2D
LPGKU0007	CS Monosomic 3A
LPGKU0008	CS Monosomic 3B
LPGKU0009	CS Monosomic 3D
LPGKU0010	CS Monosomic 4A