

## MATERIAL TRANSFER AGREEMENT

### Request for: Arabidopsis enhancer and gene trap transposant lines

1. The parties to this Agreement are: Cold Spring Harbor Laboratory, Cold Spring Harbor, NY, USA, hereinafter "CSHL", and

[Name of scientist]\_\_\_\_\_, Ph.D. hereinafter "Scientist", and  
[Name of Organisation]

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hereinafter Organisation .

2. The Material that is covered by this Agreement is the transposant line(s) [*Donor or Stockcentre line code number(s)*]

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and any biological materials derived by scientist therefrom. These Materials will be used as reagents in scientist's own research projects and will not be sold or used in the manufacture of any products. CSHL shall be free, in its sole discretion, to distribute the Material to others and to use the Materials for CSHL's own purposes.

3. Scientist and Organisation shall not distribute or release the Material to any person other than laboratory employees under the supervision of Scientist and shall ensure that no one will be allowed to take or send this Material to any other location, unless written permission is obtained from the Assistant Administrative Director at CSHL. This Material is made available for investigational use only in laboratory plants and only in the in vitro experiments. Scientist and organisation agree that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings.

4. If publication results from research using the Material, Scientist agrees to acknowledge CSHL and/or give credit to CSHL scientists, as scientifically appropriate, in its publications, which may refer to the data developed by Scientist.

5. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. CSHL MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

6. In no event shall CSHL be liable for any use by Scientist or Organisation, to the extent permitted by law, of the Material and Organisation hereby indemnifies CSHL against any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or Organisation's respective use, handling or storage of the Material.

7. Scientist and Organisation will use the Material in compliance with all laws and governmental regulations applicable to the Material and for work with recombinant DNA, and when the Material is used in the United States, Scientist will comply with current NIH guidelines.

8. This Agreement is not assignable, whether by operation of law or otherwise without the prior written consent of the Assistant Administrative Director at CSHL.

Please return the original of this Agreement to the stock centre from which you have ordered the seeds, signed by you and by your Organisation's authorized representative. Please keep a copy for your records. The Material will be shipped as soon as possible upon receipt of this signed Agreement.

Very truly yours,

For COLD SPRING HARBOR LABORATORY:

John Maroney

Assistant Administrative Director

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Signature Scientist

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Signature of Authorized Representative of Organisation

\_\_\_\_\_  
Name/Title (Block capitals)

Date: \_\_\_\_\_