

MATERIAL TRANSFER AGREEMENT

PROVIDER: Institute of Molecular Agrobiology, The National University of Singapore

RECIPIENT

Recipient Scientist: _____
Authorized Official: _____
Organization: _____
Address: _____

In response to the RECIPIENT's request for the BIOLOGICAL MATERIAL that has been deposited by PROVIDER at Arabidopsis Biological Resource Center (ABRC) USA, and identified as _____, the PROVIDER asks that the RECIPIENT agree to the provisions of this Material Transfer Agreement (AGREEMENT) before the BIOLOGICAL MATERIAL will be provided to the RECIPIENT:

1. The signature of the Receiving Scientist and the Authorized Official constitutes a material representation by the RECIPIENT that:
 - (a) RECIPIENT, including the Recipient Scientist as well as RECIPIENT's officers, employees and agents, intends to be legally bound by the provisions of this AGREEMENT;
 - (b) RECIPIENT is a not-for-profit (non-commercial) organization;
 - (c) RECIPIENT will not use the BIOLOGICAL MATERIAL in the course of conducting research or development of any commercial product, or in the course of conducting any research or development which is sponsored by or directly funded by a for-profit (commercial) organization; and
 - (d) the BIOLOGICAL MATERIAL will be used for teaching and academic research purposes only.


2. The BIOLOGICAL MATERIAL shall remain the property of the PROVIDER and is made available as a service to the not-for-profit research community. No license to RECIPIENT under any intellectual property protection applicable to the BIOLOGICAL MATERIAL is created or implied.

3. RECIPIENT shall not distribute the BIOLOGICAL MATERIAL to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. In its sole discretion, and to the extent supplies are available, the PROVIDER agrees to make the BIOLOGICAL MATERIAL available, under a separate Material Transfer Agreement, to other scientists (at least those at nonprofit organizations or government agencies) who wish to replicate the RECIPIENT's research.

4. The RECIPIENT agrees to acknowledge the PROVIDER as the source of the BIOLOGICAL MATERIAL in any publication reporting use of it.
5. Any BIOLOGICAL MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the BIOLOGICAL MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
6. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human or animal subjects or recombinant DNA.
7. The BIOLOGICAL MATERIAL is provided at no cost to the RECIPIENT.
8. This AGREEMENT may have been supplied to the RECIPIENT as an electronic data file that included the PROVIDER's signature. RECIPIENT represents that it has not altered the text of this AGREEMENT. This AGREEMENT shall be null and void if its text differs in any way from the text of the electronic data file that was provided to RECIPIENT.
9. The law of Singapore shall apply to the construction and interpretation of this AGREEMENT, and the parties agree that the Singapore courts shall have non-exclusive jurisdiction to determine any disputes arising from this AGREEMENT.



The RECIPIENT's Authorized Official and the Recipient Scientist must sign and date two copies of this AGREEMENT and return one signed copy to ABRC. ABRC will then forward the BIOLOGICAL MATERIAL.

PROVIDER: Institute of Molecular Agrobiology
Address: 1 Research Link, The National University of Singapore, Singapore 117604
Official: Prof Venkatesan Sundaresan
Title: Director
Signature: 
Date: 5 January 2001

RECIPIENT

Organization: _____
Address: _____

Name of Authorized Representative: _____

Title: _____
Signature: _____
Date: _____

Name of Recipient Scientist: _____
Signature: _____
Date: _____