

MAIZE INBRED RESEARCH AND DEVELOPMENT AGREEMENT

This AGREEMENT made this _____ day of _____, 200__ by and between the University of Delaware (hereinafter called UD) and _____ (hereinafter called ORGANIZATION).

Whereas, ORGANIZATION has requested a sample of the following proprietary maize inbred germplasm which is owned by UD.

Maize Inbred Germplasm Lines

UD agrees to supply seed of the above inbred lines and ORGANIZATION agrees to abide by the following terms of the AGREEMENT:

1. Seed provided may be used solely for research purposes for producing testcrosses, evaluation and for developing breeding populations for extraction of derivative inbred lines.
2. Seed may be increased but only to provide enough additional seed for producing testcrosses, evaluation and for developing breeding populations for extraction of derivative inbred lines.
3. No seeds, plants, plant parts, seed parts, callous tissue, pollen , DNA,RNA, or other components of these inbred lines shall be distributed to a third party.

4. An annual report indicating use of the above lines is required and due annually on September 1 until this agreement is terminated. A template for the report is attached.
5. Any line or population derived from this germplasm must be commercially licensed prior to release or distribution.
6. ORGANIZATION agrees that the inbred lines are the property of UD. ORGANIZATION shall have no rights with respect thereto except as may be expressly granted hereunder. ORGANIZATION shall not apply for any patent or other right and shall not divulge or disclose any information, material or documents concerning this agreement or the rights contained hereunder or make available in any way or use the aforesaid inbred lines or hybrids solely based upon UD inbreds, or backcross derivatives using these inbreds as recurrent parent, except as expressly provided in this agreement without the prior written consent of UD. UD will have the right to pursue legal protection of the inbred lines the rights of which will be owned by UD.
7. Use of these inbred lines for commercialization shall not start before ORGANIZATION requests and obtains a commercialization license from UD and ORGANIZATION signs a commercialization licensing agreement.
8. ORGANIZATION may conduct and publish results of research on this germplasm and/or genetic stocks, cultivars, hybrids and/or germplasm listed above without prior approval of UD. ORGANIZATION agrees to duly acknowledge the contributions of the UD

breeding programs in the provision of the germplasm in all publications and in all descriptions and release notifications of material derived from the germplasm listed above.

9. ORGANIZATION agrees that UD is not liable for any royalty claims that may be made against the parentage of the inbred lines listed above. This agreement shall be construed according to the laws of the State of Delaware.

10. The germplasm is provided "As Is" without warranty of any sort, expressed or implied. The recipient agrees to bear all risk resulting from the use of the germplasm and anything derived therefrom.

11. ORGANIZATION agrees that it is solely responsible for and agrees to comply with any and all export and/or import laws, regulations, and rules that may pertain to the seed provided pursuant to this agreement. ORGANIZATION shall defend, indemnify, and hold harmless UD and its employees for any and all violations of any and all export or import laws, regulations, and rules that may pertain to this agreement and the seed provided herein.

In Witness whereof, the parties have executed this Agreement the day and year first written above.

UNIVERSITY OF DELAWARE ORGANIZATION

By _____
Richard D. Holsten

By _____
Authorized Official

Title Associate Provost for Research

Title _____

Date _____

Date _____

Licensing information. Seed is distributed under license agreements with the University of Delaware, Office of Vice Provost, Research. Interested parties should contact:

Bruce Morrissey
210 Hullihen Hall
Newark, DE 19711
302-831-4230, FAX: 302-831-2828
email: brucem@udel.edu

Technical Contacts:

University:
Dr. James A. Hawk
Department of Plant and Soil Science
Townsend Hall 152
University of Delaware
Newark, DE 19716
302-831-1379, FAX: 302-831-0605
email: jhawk@udel.edu,

Organization:

Please contact Jim Hawk for seed shipment once Maize Inbred Research and Development Agreement is signed and returned to Bruce Morrissey. Seed order forms available at <http://ag.udel.edu/plsc/research/MaizeResearch.htm>

**UNIVERSITY OF DELAWARE (UD)
INBRED USE ANNUAL REPORT**

Licensee

Please complete the following report for any UD inbreds or derivatives of UD inbreds that you are using as a parent in new hybrid combinations for potential or current commercial production. We understand that some of these numbers will be estimated. Our records indicate that you have the inbreds listed. Please add any other UD inbreds and derivatives that you have in your crossing program.

CORN INBRED CROSSING REPORT (Number of Hybrid Crosses)					
Inbred	Derivatives (List derivatives and % UD germ plasm)	New Crosses In 20__	Crosses in 20__ Yield Tests	Crosses in 20__ Pilot Production	Crosses in 20__ Strip Trials

The following explanations may help:

1. New Crosses – Estimated number of new F1 combinations being made in 20__.
2. Crosses in Yield Tests – Number of F1 crosses in 20__ replicated yield trials.
3. Crosses in Pilot Production – Number of F1 crosses in 20__ pilot production.
4. Crosses in Strip Trials – Number of F1 crosses in 20__ strip or mini-strip trials.

Please fax the completed report to Attention: Dr. J.A. Hawk at 302-831-0605 by September 1, 20__.

I hereby certify that the quantities herein reported are complete and accurate.

Signature: _____

Position: _____

Date: _____