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Cornell University Plant Material Transfer Agreement (MTA) form

Date:

Recipient Information

RECIPIENT organization/institute name and contact person email

RECIPIENT scientist name, address, email, phone and fax

Ship PLANT MATERIAL to address:

Shipping company name and account number

Cornell Provider Scientist Information

PI (Breeder)

Cornell PROVIDER scientist campus address, department name, email, phone and fax numbers; lab account number

Cornell PROVIDER scientist name and title

If different from PI or PROVIDER scientist, Cornell contact person name, email and phone number

**PLANT MATERIAL TRANSFER AGREEMENT
for plant materials developed by Dr.**

(Plant Breeder name)

Description of plant material (include docket number, crop name, qty., lot # and other relevant identifying information):

This Agreement (“AGREEMENT”) is effective as of last date of signature (“EFFECTIVE DATE”). The plant materials described above (“PLANT MATERIAL”) were produced from biological material developed at Cornell University (“CORNELL”) and are the property of CORNELL. The undersigned (“RECIPIENT”) desires to conduct cooperative research or testing related to the PLANT MATERIAL

CORNELL, as represented by the Center for Technology Licensing (“CTL”) at Cornell University, requires that the RECIPIENT agree to the following terms and conditions of this AGREEMENT, before receipt of the PLANT MATERIAL:

1. The RECIPIENT will not distribute the PLANT MATERIAL, including any progeny or derivatives thereof, without CORNELL’s written consent. The RECIPIENT shall refer any request for the PLANT MATERIAL to CORNELL.
2. The PLANT MATERIAL will be used for research or testing purposes only.
3. Any PLANT MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature. CORNELL MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Unless prohibited by law, the RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the PLANT MATERIAL.
4. No product based upon the PLANT MATERIAL, derivative thereof or their use shall be commercialized without express permission from CORNELL which may include a requirement for licensing from CORNELL. CORNELL reserves the right to patent or protect any materials or traits released directly without interference from RECIPIENT. RECIPIENT agrees to consult CORNELL regarding patenting or protecting any materials derived from the PLANT MATERIAL. It is understood that no right to a license for commercial production or marketing of PLANT MATERIAL, including any progeny or derivatives thereof, is given or implied by this AGREEMENT.

CORNELL and the RECIPIENT, agree that this AGREEMENT may be executed by original signature, scanned copy (by email) or by facsimile, which shall be deemed an original and which shall constitute but one and the same instrument.

Please print this document, sign and date the paper copy, and return the signed document to the address, fax number, or email address listed below.

PROVIDER (CORNELL UNIVERSITY)

Certification by RECIPIENT Organization

Print Name:

Print Name:

Print Title of Authorized Official:

Print Title of Authorized Official:

Date:

Date:

Signature of Cornell University

Signature of RECIPIENT ORGANIZATION

Authorized Official: _____

Authorized Official: _____