

MATERIAL TRANSFER AGREEMENT

BETWEEN:

Her Majesty the Queen in Right of Canada
as represented by the Minister of Agriculture and Agri-Food Canada
("AAFC")

AND:

(Company name)
a company incorporated under the laws of (the province of _____/ Canada)
having its head office at

Telephone: _____ Fax: _____ Email: _____

("the Company")

Whereas AAFC has developed (insert cultivar numbers: _____)
Natto-type / tofu-type soybean cultivar(s), hereinafter referred to as the "Material".

Whereas, the Company wishes to have access to the Material, which has been developed by and is solely owned by AAFC, **TO PERFORM QUALITY EVALUATION ON THE ABOVE MENTIONED CULTIVAR(S).**

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Material is released to **(contact person's name)** of the Company under the following conditions:

1. The Material shall be used for the sole purpose of propagating the seed to allow for the food-quality evaluation. Any other use of the Material is strictly prohibited.
2. The Material and any or all derivatives, including progeny, together with information about the Material shall be treated as confidential, and shall not be given, shown, shared, released, sold or licensed to any third party, except for quality testing on the natto resulting from the Material, without the prior written consent of AAFC.
3. The Company shall not name or apply for any patent or other form of protection or registration for the Material.
4. The Company shall not publish any information derived from work with the Material without obtaining the written permission of AAFC.

5. The Material is provided without warranty, express or implied, of fitness for any particular purpose.
6. The Company shall indemnify, save harmless, and defend Canada, its employees, servants and officers from any claims whatsoever (including without limitation, negligence) or losses (including without limitation, consequential damages) arising directly or indirectly from the Company's use of the Material.
7. AAFC may supply the Material to other parties for the same purpose.
8. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by AAFC.
9. Upon completion of the activities performed using the Material, the Company shall provide AAFC with a report of the results from the research and evaluation. The report shall be treated and held in confidence by AAFC, and shall be submitted to: Commercialization Officer, Office of Intellectual Property & Commercialization, AAFC, 430 Gouin Blvd., Saint-Jean-sur-Richelieu (QC) J3B 3E6.
10. The Company shall not commercialise the Material without executing a written agreement with AAFC.
11. All employees, agents and affiliates of the Company who take part in the activities with the Material shall be made to abide by the terms hereof.
12. The Material Transfer Agreement, its validity, performance, discharge or construction shall be governed first by applicable Canadian Federal laws, and secondly by the laws of the Province of Ontario.
13. This Agreement shall be in effect for a period of **one (1) year** from the date of signing.

If the Company finds these terms and conditions acceptable, please indicate full agreement by dating and signing both copies of this Material Transfer Agreement. The latest of the signing dates below shall be deemed the effective date of this Agreement. Please return one copy of this Agreement to AAFC and retain the other copy of this Agreement for your files. A sample of the Material will be forwarded to you upon receipt of the signed copy.

(Signing Authority, Name & Title)
Agriculture & Agri-Food Canada

Date

ACKNOWLEDGED AND ACCEPTED FOR THE COMPANY BY:

(Signing Authority)

Date

Print Name & Title