Ministry of Agricultural & Land Reclamation
Agricultural Research center
National Gene Bank

Material Transfer Agreement

This Material Transfer Agreement is made and entered into as of the …….. (the "Effective Date") by and between the Agricultural Research Center, **National Gene Bank** having its principle office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt;

And

…… (Hereinafter referred to as **"Recipient"**) having its principle, in consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws:

The **"Material"** covered by this **Agreement** is defined as and includes the following Recipient desires to obtain samples of the material and the **National Gene Bank** is willing to provide the Material to the Recipient solely for the permitted uses and on the terms and conditions set forth in this Agreement.

Recipient agrees that this material will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory's supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this Material to any other location, unless prior written permission is obtained from the **National Gene Bank**; such permission will not be unreasonably withheld.

The Material has been developed over a substantial period of time at substantial expense and is of great importance to the **National Gene Bank** business. Recipient acknowledges that the **National Gene Bank** is and will at all times remain the owner of the Material. This Agreement and the resulting transfer of Material constitute a restricted non-exclusive license for Recipient to use the Material solely for not-for-profit purposes. Material will not be used for any purpose inconsistent with this Agreement and in connection with any activity that is subject to consulting or licensing obligations to any third party.

Upon completion of the work for which this restricted license is granted, Material, which has not been destroyed, will be disposed of as explicitly directed by the **National Gene Bank**. The **National Gene Bank** retains title to the Material, and Recipient shall not obtain any ownership rights in Material.

Material Is Experimental in Nature and It Is Provided as Is Without Warranty of Any Sort, Expressed or Implied, Including Without Limitation Warranties of Merchantability and Fitness for a Particular Use **National Gene Bank** makes no presentation and provides no warrant that the use of the Material by Recipient will not infringe any patent of proprietary rights of third parties.

Recipient agrees that it will follow all applicable laws and guidelines set forth by proper authority regarding the use and handling of such Material.

The Recipient shall be responsible for any and all import/export requirements and regulations for the reception of such Material. If the Recipient intends to use such Material to determine if a commercial Izabel system can be developed as a result of the Recipient having received this Material whether patentable or not, Recipient shall promptly notify the **National Gene Bank** in writing of the substance of each such discovery and of the filing of any patent application thereon.

Recipient agrees to negotiate in good faith prior to marketing of such discovery compensation to be paid by the Recipient to the **National Gene Bank**. Giving consideration to the contributions of the parties to the discovery and its development, such compensation may include royalties in the gross sales value of the worldwide sales of such discovery derived from the Material.

Recipient hereby agrees, upon the request of the **National Gene Bank**, to provide the **National Gene Bank** with a report of observations related to the Material by providing the **National Gene Bank** with a report describing the results of such research using the Material. To the extent that it is able, Recipient will acknowledge **National Gene Bank**'s contribution.

Recipient hereby grants the **National Gene Bank** a non-exclusive, world-wide royalty-free right to use for its internal research purpose any information or new Material developed by Recipient using the **National Gene Bank** Material whether patentable or not. The **National Gene Bank** agrees not to publish results involving Recipient data without citing its source and giving credit of authorship/creatorship to Recipient, provided that is desired by Recipient. Either party may disclose the other party's Confidential Information to a governmental authority if such party reasonably believes that such disclosure is required by applicable law or regulation or by subpoena or order of court of competent

jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like Material and reasonable advance notice is given to the other party.

Recipient will exercise all reasonable precautions to protect the integrity and confidentiality of the Material, and Recipient shall maintain records of the location of all Material. Recipient will not remove the material from recipient's premises except to the extent necessary to fulfill its obligations under this Agreement.

This Agreement will terminate on the earliest of the following dates:

(1) when the Material becomes generally available from third parties, (2) on completion of Recipient's current research with the Material, (3) on (30) thirty days written notice by either party to the other, or (4) on _____, 20___.

Agricultural Research Center National Gene Bank	Recipient
Name: Title:	Name: Title:
Signature :	Signature :