

**The University of Kansas  
Center for Research, Inc.**

**Material Transfer Agreement**

THIS MATERIAL TRANSFER AGREEMENT (hereafter "MTA"), effective on date of RECIPIENT's acceptance of the terms, is between the University of Kansas Center for Research, Inc., having an address at 2385 Irving Hill Road, Lawrence, Kansas 66045 (hereafter "KUCR") and the customer (hereafter "RECIPIENT").

The germplasm of arbuscular mycorrhizal fungi listed below is stored, maintained, and has been propagated on living plants at KUCR and is the property of KUCR. The fungal materials (spores, colonized roots, hyphae, or combination thereof) described above, and any progeny or derivatives of such materials shall hereafter be referred to as "MATERIALS".

The International Collection of Vesicular Arbuscular Mycorrhizal Fungi (hereafter "INVAM") laboratory will determine if RECIPIENT is to be classified as a COMMERCIAL or a RESEARCH customer, depending on the nature of the RECIPIENT's organization. These two classifications are subject to different terms (see sections 1-2), and assessed different rates (see section 3), and

1. This section only applies to RESEARCH RECIPIENTS:

KUCR agrees to permit RECIPIENT to use MATERIALS solely for the purposes of non-profit scientific research, and not for any other purposes whatsoever, including but not limited to commercial purposes, without the prior written consent of KUCR.

2. This section only applies to COMMERCIAL RECIPIENTS:

Reference to KUCR or INVAM for marketing purposes is forbidden unless the RECIPIENT has entered into a certification agreement with INVAM.

3. RECIPIENT agrees to pay KUCR the appropriate sum (in USD) as shown in the table below depending on its classification as a COMMERCIAL or RESEARCH customer.

Recipient	Cultures (per 100 ml.)	Mixed Bulk Inocula (per 400 ml.)
Commercial	\$ 306.00	\$ 745.00
Research	\$ 156.00	\$ 375.00

Payment is to be made on the ordering portal at the time of purchase. In the case that it is determined that the RECIPIENT paid an incorrect rate (e.g. a customer classified as COMMERCIAL paid the rate of a RESEARCH customer), then INVAM will contact the RECIPIENT to collect or refund the appropriate amount before shipping materials.

4. RECIPIENT agrees not to transfer MATERIALS to any others (except to its own employees who are bound to RECIPIENT by an obligation to use the MATERIALS in a manner consistent with the terms of this agreement) without the express written consent of KUCR.
5. The Parties agree to indemnify and hold each other harmless as well as their affiliates, officers, agents, employees, and/or permitted successors. The Parties also agree to assign against all (if any) claims, losses, liabilities, damages, penalties, punitive damages, expenses, and any arising reasonable legal fees and costs of any kind or any amount that may arise. This includes any amount that may result from the negligence of, or the breach of, this Agreement by the indemnifying party, its successors and assigns that occurs in terms of this Agreement. This section will remain effective even upon the termination of the Agreement naturally or the early termination by either of the Parties.
6. KUCR makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, nor does KUCR warrant that the use of the research materials will not infringe any patent, copyright, trademark, or other intellectual property rights.
7. RECIPIENT agrees to provide KUCR with a copy of information generated using MATERIALS. Any manuscripts or publications prepared by the RECIPIENT shall be provided to KUCR upon their appearance in print. RECIPIENT will notify KUCR of deposition of voucher material with any other agency or institution other than KUCR, including information on date of submission, accession numbers, and any other pertinent information.
8. Title and all rights to MATERIALS provided under this MTA shall remain vested in KUCR. It is further agreed that the furnishing of MATERIALS to RECIPIENT shall not constitute any express or implied grant or license to RECIPIENT under any patents, patent application, trade secrets or other proprietary or legal rights now or hereinafter held by KUCR.
9. RECIPIENT expressly agrees that its use of MATERIALS shall be in compliance with all applicable local, state, and federal procedures, rules, regulations, and laws.
10. This MTA, and RECIPIENT's right to use the MATERIALS, shall expire Five (5) years from the date of RECIPIENT's acceptance of the terms of the MTA.
11. RECIPIENT shall destroy all MATERIALS within Fifteen (15) days of the expiration of this MTA.
12. This MTA shall not be assigned to any other party by RECIPIENT, without the prior written consent of KUCR.

13. This MTA is the entire agreement between the KUCR and RECIPIENT. No change, modification, alteration, amendment, or addition shall be valid unless in writing and signed by or on behalf of each of the parties hereto.

14. [Governing Law: this section has been intentionally omitted.]

For questions on MATERIALS please contact Dr. Jim Bever, Dr. Peggy Schultz, Dr. Liz Koziol, or Dr. Terra Lubin at [invam@ku.edu](mailto:invam@ku.edu).

For questions regarding the terms of this MTA, please contact the KUCR Fiscal Affairs Contracts team at [kucrbussvc@ku.edu](mailto:kucrbussvc@ku.edu).