

## MATERIALS TRANSFER AGREEMENT

This Materials Transfer Agreement is effective the last day set forth below between The Regents of the University of Minnesota, ("UMN"), having an office at Suite 450, McNamara Gateway Building, 200 Oak St, SE Minneapolis, MN 55415-1226, and \_\_\_\_\_ ("RECIPIENT"), with offices at \_\_\_\_\_.

### RECITALS

The **UNIVERSITY OF MINNESOTA (UMN)** possesses the following Biological Material:

**Genomic DNA isolated from 192 individuals of the P, F<sub>1</sub> and F<sub>2</sub> generations of a Turkey cross (Also known as the UMN/NTBF (University of Minnesota/Nicholas Turkey Breeding Farms) / turkey resource population).**

The Biological Material resulted from joint research between the UMN and NTBF. As used in this Agreement, "Biological Material" shall be deemed to include portions and derivatives of the material described in this paragraph.

This UMN/NTBF turkey resource population must be used in analysis as defined by the "Guidelines for Receiving UMN/NTBF" (Appendix A)

The UMN desires to protect its proprietary rights in the Biological Materials and in any proprietary information that may be disclosed between the parties concerning the Biological Material ("Information").

RECIPIENT desires to utilize the Biological Material for the purpose of further characterization, research, use, and/or development of the Biological Material.

UMN shall make the Biological Material available to the RECIPIENT on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

1. UMN shall provide the Biological Material to RECIPIENT as detailed in Appendix A. RECIPIENT will be asked to reimburse UNIVERSITY for the costs associated with the preparation and shipping of the Biological Material. Access to additional material is defined by "Guidelines for Receiving UMN/NTBF DNA".

2. RECIPIENT will use the Biological Material **only for research/evaluation purposes and in strict conformance with the "Guidelines for Receiving UMN/NTBF Resource Population DNA" as described in appendix A.**

Nothing in this Agreement grants RECIPIENT any rights under any patents nor any rights to use any products or processes derived from or with Biological

Material for profit-making or commercial purposes. RECIPIENT must obtain a license from the UMN prior to making any profit-making or commercial use of any product or process derived from Biological Material. UMN shall have no obligation to grant such a license to RECIPIENT, and may grant exclusive or nonexclusive licenses to others who may be investigating uses of the Biological Material.

3. This Agreement does not restrict the UMN's right to distribute the Biological Material to other commercial or noncommercial entities.

4. It is understood that this Agreement in no way alters any rights the U.S. Government or other third parties may have with respect to the Biological Materials.

5. RECIPIENT understands that the Biological Material delivered hereby is experimental in nature, and the UMN 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, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES.

6. In no event shall the UMN be liable for any use of such Biological Material, and RECIPIENT hereby agrees to defend, indemnify, and hold the UMN harmless from any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of such Biological Material hereunder.

7. RECIPIENT will maintain the UMN Biological Material and Information in confidence and shall not itself use (other than for the purposes of this Agreement) or disclose the same to a third party, without the prior written consent of the UMN. Disclosures of Information from the UMN to the RECIPIENT hereunder may be made orally or in writing, but all oral disclosures shall be reduced to writing and forwarded to the RECIPIENT within thirty (30) days of such oral disclosure. The foregoing restrictions on disclosure and use of Information shall not apply to any portion of the Information which:

a) is at the time of disclosure in the public domain or becomes part of the public domain after disclosure, by publication or otherwise, except by breach of this Agreement by the RECIPIENT; or

b) is shown by the RECIPIENT to be in its possession at the time of disclosure; or

c) is received by the RECIPIENT from a third party; provided, however, that to the knowledge of the RECIPIENT such Information was not

obtained by said third party, directly or indirectly, from the UMN on a confidential basis.

8. RECIPIENT agrees that it will furnish the UMN's Biological Material and Information to persons within its organization only on a "need to know" basis and that all persons to whom such Information will have been furnished will have been made aware of the strictly confidential nature of such Information.

9. The restrictions on use and disclosure of the Information shall expire three (3) years from the date of this Agreement. However, RECIPIENT is not hereby granted any license, right, or option to commercially utilize the Biological Material under any patent, copyright, trademark, or equivalent rights of the UMN.

10. Biological Material and Information disclosed hereunder by UMN to the other shall remain the property of the UMN and all documents, papers, samples and other tangible goods and property which contain or reflect the Information shall be returned to the UMN or destroyed upon request of the UMN; provided, however, that RECIPIENT may retain one copy of any documents and papers containing or reflecting the Information for the sole purpose of determining the RECIPIENT's obligations hereunder. RECIPIENT agrees, upon direction of the UMN, to return or destroy the Biological Material.

11. This Agreement shall constitute the entire understanding of the parties hereto with respect to the information that may be disclosed. No modification, amendment or waiver may be accomplished to the terms of this Agreement without the written consent of both parties.

**Regents of the University of Minnesota**

**[RECIPIENT NAME]**

By:

Michael Moore

Title: Director of Health Technologies

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

Date:

\_\_\_\_\_

## Appendix A.

### Guidelines for Receiving UMN/NTBF Resource Population DNA

Thank you for your interest in using the UMN/NTBF DNA in your genomics study. It is our goal to have the UMN/NTBF population serve as a mapping standard through its incorporation into genetic studies. Through distribution, researchers will be able to map microsatellites, SNPs, specific genes, ESTs and other genetic markers.

In order to obtain DNA from the UMN/NTBF population the following guidelines must be followed.

(1) Screening of parents. Investigators must first demonstrate the utility of their individual markers to be mapped by genotyping DNA from the F1 generation of the UMN/NTBF population. This step will assist investigators in improving the conditions for genotyping and reduce the unnecessary depletion of panel DNA. Distribution of the 6 F1 individuals will be in aliquots of 2.5 micrograms of DNA, which will permit 50 duplicate genotypes (25 ng/reaction). Researchers are encouraged to test all markers on chicken DNA to facilitate comparative studies. **F1 genotypes must be submitted to the UMN prior to receiving panel DNA.**

(2) Distribution of the full UMN/NTBF population will be in aliquots of 1.5 micrograms of DNA from each of the 192 individuals, which will permit 30 duplicate genotypes (25 ng/reaction). All individuals of this population must be genotyped. **Genotypes and primer sequences must be submitted to the database within 1 calendar year and prior to receiving additional DNA. In all cases, genotypes must be submitted at the time of publication.**

(3) Submission of genotypes must be made electronically directly to the UMN database. Instructions for submission can be obtained from the population manager. To improve characterization of the UMN/NTBF population, data will not be made available publicly until publication or until one year after submission to the database. During this period, data confidentiality will be strictly maintained.

(4) A Material Transfer Agreement must be completed prior to the shipment of UMN/NTBF DNA. The MTA can be obtained via email at the contact information provided below. A hardcopy with institutional signatures is required prior to the distribution of DNA.

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