

MATERIAL TRANSFER AGREEMENT
("Agreement")

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Agriculture and Agri-Food (hereinafter referred to as "**AAFC**")

AND: Company Name: _____
a company incorporated under the laws of (the province of _____ / Canada)
having its head office at: _____
Telephone: _____
Email: _____
(hereinafter referred to as the "**Company**")

Whereas:

- A. **AAFC** developed (cultivar numbers _____)
Natto-type / tofu-type soybean cultivar(s), hereinafter referred to as the "**Material**"; and
- B. 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 IN CONSIDERATION of the mutual terms and conditions contained herein, the **Material** is released by **AAFC** to the **Company**:

- 1. The **Material** shall be used for the sole purpose of propagating the seed in Canada 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 provided by **AAFC** 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 intellectual property 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. **AAFC** makes no representation that the use of the **Material** is not infringing or will not infringe any patents or proprietary rights of third parties.

6. The **Company** agrees to bear all risks resulting from the use of the **Material**.
7. The **Company** shall indemnify, save harmless, and defend **AAFC**, 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**.
8. **AAFC** may supply the **Material** to other parties for the same purpose.
9. Upon completion of the activities performed using the **Material**, the **Material** shall be returned, destroyed or otherwise disposed of as instructed by **AAFC**.
10. 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 **AAFC's** Office of Intellectual Property & Commercialization at aafc.oipc-bpic.aac@agr.gc.ca.
11. The **Company** shall not commercialize the **Material** without executing a written agreement with **AAFC**. **AAFC** retains ownership of the **Material** and no commercial rights to the **Material** are given under this **Agreement**.
12. The **Company** acknowledges that employees, agents, and affiliates who take part in the activities with the **Material** shall be made to abide by the terms of this **Agreement**.
13. This **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.
14. This **Agreement** shall be in effect for a period of **one (1) year** from the date of last signature hereunder.

If the **Company** finds these terms and conditions acceptable, please indicate full agreement by dating and signing this **Agreement** and returning a copy to **AAFC**. When the **Agreement** has been executed by duly authorized representatives of the **Company** and **AAFC**, a copy of the executed **Agreement** will be provided to the **Company** and a sample of the **Material** will be forwarded to the **Company**.

FOR HER MAJESTY ON BEHALF OF **AAFC**

ON BEHALF OF THE **COMPANY**

Authorized Signatory

Authorized Signatory

Print Name and Title:

Print Name and Title:

Date

Date