

## **Material Transfer Agreement (MTA) for Requesting Plant Materials from the C.M. Rick Tomato Genetics Resource Center (TGRC)**

THIS AGREEMENT is made by and between The Regents of the University of California ("THE REGENTS") on behalf of the C.M. Rick Tomato Genetics Resource Center ("TGRC"), and \_\_\_\_\_ ("RECIPIENT"). THE REGENTS asks that the RECIPIENT agree to the following before the RECIPIENT receives the plant materials requested from the TGRC.

1. The TGRC will make substitutions, as necessary, for items that are currently unavailable for distribution. For large requests, the TGRC may delete some items, as needed, to reduce its workload and accommodate other requests. The TGRC will provide a packing list detailing which accessions ("MATERIAL") have been shipped.
2. The MATERIAL is provided free of charge and, except as stated herein, without restrictions by the TGRC to support research, breeding, and/or educational projects involving tomato. The RECIPIENT may distribute the MATERIAL to third parties under an MTA that includes the language of terms 3, 4, 5, and 6.
3. THE REGENTS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE FITNESS OR MERCHANTABILITY FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
4. The MATERIAL has not been thoroughly evaluated by the TGRC. THE REGENTS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY OF THE INFORMATION PROVIDED BY THE TGRC; THE QUALITY, HEALTH, OR PHYTOSANITARY CONDITION OF THE MATERIAL; OR THE GENETIC IDENTITY OF THE MATERIAL, INCLUDING ITS ORIGIN, PURITY, TRUENESS TO TYPE, GENETIC BACKGROUND, AND THE PRESENCE OR ABSENCE OF ANY TRANSGENES. The RECIPIENT is responsible for verifying that genetic identity is correct in its own plantings, and the RECIPIENT will notify the TGRC of any potential problems it observes with the MATERIAL, such as aberrant segregation, incorrect phenotypes, unexpected traits, or other problems.
5. Unless prohibited by law, the RECIPIENT assumes all liability for damages it incurs and for claims by third parties which may arise from the RECIPIENT's use, storage or disposal of the MATERIAL. RECIPIENT shall hold harmless, defend, and indemnify THE REGENTS against any claims, costs or other liabilities which may arise as a result of the RECIPIENT'S use, storage or disposal of the MATERIAL.
6. The RECIPIENT shall acknowledge the TGRC as the supplier of the MATERIAL in any publications which result from the RECIPIENT's use of the MATERIAL, and shall provide the TGRC with copies of the relevant publications.
7. Before the TGRC can send the MATERIAL, the RECIPIENT or other authorized official of the RECIPIENT's organization, must sign and deliver this MTA by mail, facsimile, e-mail or in person to the TGRC at the following address:

**C. M. Rick Tomato Genetics Resource Center**  
Department of Plant Sciences (Mail Stop 3)  
University of California, Davis  
One Shields Avenue  
Davis, CA 95616, U.S.A.

Tel.: +1-530-754-6059  
Fax: +1-530-752-9659  
tgrc@ucdavis.edu  
<http://tgrc.ucdavis.edu>

### **CERTIFICATION BY RECIPIENT OR OTHER AUTHORIZED OFFICIAL:**

I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the MATERIAL.

**Signature, Name and Title:** \_\_\_\_\_

**Institution:** \_\_\_\_\_ **Date:** \_\_\_\_\_