

MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT, effective on this date _____, is between West Virginia University (hereafter "WVU") and _____ (hereafter "RECIPIENT").

1. The following germplasm of arbuscular mycorrhizal fungi has been propagated on living plants at WVU and therefore are the property of WVU. 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 "Fungal Germplasm".
2. WVU agrees to permit RECIPIENT to use Fungal Germplasm solely for the purposes of scientific research and not for any other purposes whatsoever, including but not limited to, commercial purposes, without the prior written consent of WVU. The RECIPIENT agrees to this limitation on use of Fungal Germplasm.
3. RECIPIENT agrees to indemnify, hold harmless, and defend WVU and its officers, employees, students, and agents, whether current or former, against any and all claims for death, illness, personal injury, and property damage, including court costs and attorneys fees, arising out of the use of Fungal Germplasm by RECIPIENT.
4. RECIPIENT agrees to pay WVU the sum of \$40.00 (U.S. Dollars) for one unit of Fungal Germplasm, with such payment is due within 30 days upon receipt of the inoculum material by the RECIPIENT. Payment shall be made in U.S. dollars to: West Virginia University. The payment should include a notation of the invoice number.
5. WVU 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 WVU WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
6. Any manuscripts or publications prepared by RECIPIENT shall be provided to WVU upon their appearance in print. RECIPIENT will notify WVU of deposition of voucher material with any other agency or institution than WVU, including information on date of submission, accession numbers, and any other pertinent information.
7. RECIPIENT expressly agrees that its use of Fungal Germplasm shall be in compliance with all applicable local, state, and federal procedures, rules, regulations, and laws.
8. This Agreement may not be assigned.
9. This Agreement is the entire agreement between the parties. 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.