

Instructions for completing the hybrid parental use agreement:

1. Complete two copies of the Agreement. More than one inbred or hybrid may be listed on the same form.
2. Sign both copies.
3. Send both signed copies to NC State:

Address for US Postal Service

Office of Technology Transfer
North Carolina State University
Campus Box 8210
Raleigh, NC 27695-8210

OR

Address for private mail service (FedEx or other carrier)

Office of Technology Transfer
North Carolina State University
Corporate Research I
1021 Main Campus Dr.
Raleigh, NC 27606

4. For additional information on the agreement, contact Technology Transfer:
Phone: 919.515.7199
Fax: 919.515.3773

5. For additional information about the cucurbit seed, contact

Dr. Todd Wehner

Department of Horticultural Science
North Carolina State University
Raleigh, NC 27695-7609

Phone: 919.741.8929

Fax: 919.515.2775

04-29-2011

CUCURBIT SEED TRANSFER AGREEMENT

NC _____ **Cucurbit Breeding Line(s)**

Between:

_____	North Carolina State University
_____	920 Main Campus Drive
_____	Venture II Building, Suite 400
_____	Raleigh, NC 27606
Phone: _____	919.515.7199
Fax: _____	
Email: _____	

Under this Agreement and in accordance with its terms and conditions, NORTH CAROLINA STATE UNIVERSITY, ("NCSU"), will transfer seed of _____ (the "Line") to the cooperating cucurbit breeder, _____ ("the COMPANY").

TERMS OF AGREEMENT:

A. The COMPANY:

1. Shall, at its discretion, cross the Line with lines of the COMPANY's choosing for the purpose of developing experimental F1 hybrids ("the Hybrid(s)").
2. Shall, at its discretion, evaluate the Line and Hybrids for commercial potential, in accordance with COMPANY standards.
3. Has separately negotiated and agreed with NCSU on a licensing agreement to pay royalties of 5% of seed sales for use of the Line in each Hybrid combination where the Line is used as one parent and royalties of 10% of seed sales in cases where both parents are owned by NCSU.
4. May not distribute plants, plant parts, seed or pollen from the Line to any third party without written authorization from NCSU.
5. May not, without a specific, written, signed agreement with NCSU, use the Line or any information pertaining to the Line to seek or obtain patent protection or plant variety rights or any other intellectual property protection for the Line. COMPANY may seek patent or other intellectual property protection on COMPANY Lines and Hybrids containing COMPANY Lines.
6. Hereby discloses to NCSU its intent to use the Line in the development of other breeding lines for use in commercial Hybrid seed production. Designations for newly developed lines or hybrids made from crosses with these other breeding lines do not have to be disclosed to NCSU.

7. Must provide to NCSU at no charge sufficient seed of COMPANY developed commercial Hybrids using the Line as a parent and proposed for commercial seed sales to allow for NCSU to evaluate Hybrids for commercial potential in North Carolina.

B. NCSU:

8. Will furnish 100 seeds of the Line to the COMPANY so that the COMPANY can develop and trial experimental Hybrids to evaluate their potential for commercial use.
9. May perform replicated yield trials, in observational plots and commercial grower fields at the discretion of NCSU of COMPANY developed commercial Hybrids with the LINE as a parent to evaluate their potential for commercial use in North Carolina.

C. Conditions:

1. Both NCSU and the COMPANY have the right to develop new Hybrids resulting from crossing using the Line as a parent, but the COMPANY's commercialization of any newly developed Hybrid by the COMPANY is limited to Hybrids developed by COMPANY and is subject to the royalty provisions of A 3.
2. The COMPANY shall have the right to develop new inbred lines resulting from selfing or additional crossing using one or more Hybrids as a parent. The new inbred lines will belong solely to the COMPANY and are not subject to the royalty provisions of A 3.
3. THE LINE may be provided to more than one COMPANY at a time. The first COMPANY to make application to NCSU will have the first opportunity to negotiate for exclusive rights to use of the LINE in hybrid seed production and sales in cases where more than one COMPANY applies for rights to produce and sell the same Hybrid combination using 2 NCSU parent lines.
4. NCSU retains all rights, interest, and title to all NC cucurbit breeding lines provided to the COMPANY and in all Hybrid lines developed using two NC cucurbit breeding lines.
5. The terms and conditions as set forth have been read carefully before execution. This Agreement shall be executed in duplicate, but is not be binding on either the COMPANY or NCSU until signed and accepted by both parties.
6. This Agreement is governed by and must be interpreted in accordance with North Carolina Law, without reference to its conflict of law provisions. All litigation arising out of this Agreement, its interpretation or performance must be in Wake County Superior Court or in the US District Court for the Eastern District of NC, and the parties consent to the jurisdiction of those courts.

The Material is provided by NCSU on an "as is" basis WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

AGREEMENT APPROVAL:

FOR: _____

BY: _____

TITLE: _____

DATE: _____

FOR: THE NORTH CAROLINA AGRICULTURAL RESEARCH SERVICE

BY: _____

TITLE: _____

DATE: _____

FOR: NORTH CAROLINA STATE UNIVERSITY

BY: _____

TITLE: _____

DATE: _____