

**U. S. Department of Agriculture  
Agricultural Research Service**

**MATERIAL TRANSFER AGREEMENT**

**PARTIES:**

ARS:           USDA, ARS, South Atlantic Area  
                  Coastal Plain Experiment Station  
                  Crop Genetics and Breeding Research Unit  
                  P.O. Box 748, 2747 Davis Road  
                  Tifton, GA 31793-0748  
                  Tel: (229) 386-3189  
                  FAX: (229) 391-3701  
                  E-Mail: jwilson@tifton.usda.gov

Recipient:     Masedi (Pty) Ltd  
                  Private Bag K50  
                  Kasane  
                  Botswana

Recipient's Scientist: Peter Schuurs  
                                  Tel: +267-6232104  
                                  FAX: +267-6232105  
                                  E-Mail: masedi@botsnet.bw

**PURPOSE:**

To provide Recipient with 10 lbs of seed of a pearl millet (*Pennisetum glaucum*) germplasm line known as 0405PRF2304, and associated know how, hereinafter collectively referred to as the Material.

The Material is released to Recipient under the following conditions:

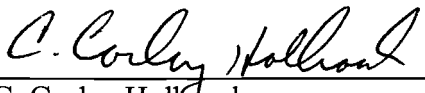
1.     The Material shall only be used for preliminary assessment of the adaptation and potential value of the Material for commercial production in Botswana. Material will be assessed for maturity, height, reaction and/or severity of indigenous diseases or pests, yield, and grain quality in the evaluation environment.
2.     Recipient shall not transfer the Material, in whole or in part, to a third party without the express written consent of ARS. Any third party requesting a sample shall be referred to ARS.

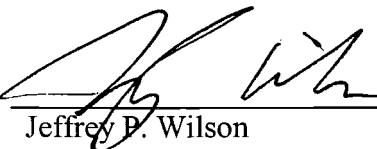
3. The Material shall remain the property of ARS and shall not be used for commercial or profit making purposes without an appropriate license or other permission from ARS.
4. Recipient shall keep ARS informed of the results obtained through use of the Material, provide ARS with a copy of any manuscript that describes work with the Material prior to submission for publication, and acknowledge ARS' contribution to the work reported.
5. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of ARS.
6. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material.
8. ARS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by ARS.
10. Recipient shall meet with U.S. Department of Agriculture representatives to determine inventorship if an invention should arise from work with the Material.
11. Recipient shall not disclose Material marked "Confidential" or "Proprietary" to any third party without written permission from ARS.
12. Material shall be excluded from the confidentiality requirements of this Agreement if: (1) Recipient had possession of the Material prior to disclosure; (2) the Material is generally available to the public at the time of disclosure; (3) the information becomes generally available to the public through no fault of Recipient after disclosure; or (4) after disclosure, Recipient receives the Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon Recipient.

13. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the Parties. Such an Agreement shall supersede this Material Transfer Agreement.
14. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of two (2) years.

**ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:**

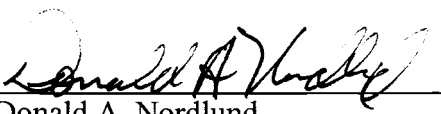
	Research Leader	9/12/05
C. Corley Holbrook	Title	Date

	Research Plant Pathologist	9-16-05
Jeffrey P. Wilson	Title	Date

**ACCEPTED FOR THE RECIPIENT:**

Peter Schuurs	Farm Manager	Date
Peter Schuurs	Title	Date

**APPROVED:**

	Technology Transfer Coordinator	08/30/2005
Donald A. Nordlund	Title	Date