

1022 McCarty Hall
PO Box 110200
Gainesville, FL 32611-0200
352-392-9446
352-392-4965 Fax
beutt@ufl.edu

April 28, 2008

Jeffrey P. Wilson
USDA-ARS Crop Genetics & Breeding Research Unit
115 Coastal Way
PO Box 748
Tifton, GA 31793-0748

SENT VIA: USPS

Dear Dr. Wilson:

Enclosed is a fully signed original copy of the Breeding Material MTA for experimental pearl millet germplasm between the USDA/ARS and the University of Florida.

I have retained the other fully signed original copy for our internal records.

Thank you for your cooperation with this agreement. If you have any questions, please do not hesitate to contact me.

Best Regards,



John C. Beuttenmuller

c.c. Dr. Fredy Altpeter, UF (e-mail)
Donald Nordlund, USDA/ARS (e-mail)

Encl. Signed original pearl millet MTA (MTA08-009)

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

**BREEDING MATERIAL
MATERIAL TRANSFER AGREEMENT**

PARTIES:

ARS: USDA, ARS, South Atlantic Area
Crop Genetics and Breeding Research Unit
P.O. Box 748
Tifton, GA 31793-0748
Tel: 229-386-3189
FAX: 229-391-3701
E-Mail: jeff.wilson@ars.usda.gov

RECIPIENT: University of Florida
Institute of Food and Agriculture
1022 McCarty Hall
Gainesville, FL 32611-0200

RECIPIENT'S Scientist: Name: Fredy Altpeter
Tel: 352-392-1823, ext. 204, 216, or 218
FAX: 352-392-7248
altpeter@ufl.edu

PURPOSE:

To provide RECIPIENT with 25 g of seed of each of 3 pearl millet (*Pennisetum glaucum*) populations (referred to as DMP3A4, DMP4A4, and DMP5A4) and associated know how, hereinafter collectively referred to as the BREEDING MATERIAL.

The BREEDING MATERIAL is released to RECIPIENT under the following conditions:

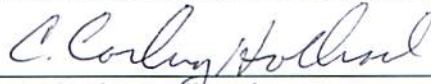
1. The BREEDING MATERIAL shall only be used for interspecific hybridization with napiergrass (*Pennisetum purpureum* Schum.).
 - a. Official name or number of the BREEDING MATERIAL(S) will be used in all references to such BREEDING MATERIAL(S).
 - b. In order for ARS to document impact of its BREEDING MATERIAL, RECIPIENT shall report to ARS upon request, any sales or public distribution of material resulting from hybridizing/breeding with the BREEDING MATERIAL.


2. Because the BREEDING MATERIAL has not yet been released officially by ARS, it is considered to be proprietary and confidential. RECIPIENT shall not transfer the BREEDING MATERIAL, in whole or in part, to a third party without express written consent of ARS. Any third party requesting a sample shall be referred to ARS.
3. Recipient shall not report on, describe for publication or exhibit at flower or trade shows or otherwise display publicly any of the BREEDING MATERIAL covered by this Agreement, except by specific written permission from ARS, unless Recipient has received notification of the public release of the BREEDING MATERIAL by ARS.
4. The BREEDING MATERIAL shall remain the property of ARS and shall not be sold for commercial or profit making purposes without an appropriate license or other permission from ARS.
5. RECIPIENT shall keep ARS informed of the results obtained through use of the BREEDING MATERIAL, and shall provide ARS a copy of any manuscript that describes the work with the BREEDING MATERIAL prior to submission for publication, and shall acknowledge ARS' contribution to the work reported.
6. RECIPIENT shall not in any way state or imply that this Agreement or the results of this Agreement are an endorsement by ARS of its organizational units, employees, products, or services.
7. ARS and RECIPIENT shall comply with all laws, regulations, and/or guidelines applying to the use of the BREEDING MATERIAL.
8. ARS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Upon expiration of this Agreement or the completion of the activities to be performed under this Agreement, the BREEDING MATERIAL shall be returned, destroyed or otherwise disposed of as instructed by ARS, unless ARS notifies the recipient in writing that the BREEDING MATERIAL has been released to the public by ARS, at which time the RECIPIENT may dispose of the BREEDING MATERIAL as it sees fit.
10. RECIPIENT shall meet with ARS' representative(s) to determine inventorship if an Invention should arise from RECIPIENT'S work with the BREEDING MATERIAL. Invention means any invention or other intellectual property that is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC 2321, *et seq.*, or under the patent laws of a foreign country.
 - a All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.

- b All rights, title, and interest in any Subject Invention made jointly by at least one (1) employee of ARS and at least one (1) employee of RECIPIENT shall be jointly owned by ARS and RECIPIENT.
 - c All rights, title, and interest in any Subject Invention made solely by employees of RECIPIENT shall be owned by RECIPIENT.
11. The BREEDING MATERIAL shall be excluded from the confidentiality requirements of this Agreement if: (a) the BREEDING MATERIAL is generally available to the public; (b) the BREEDING MATERIAL becomes generally available to the public through no fault of RECIPIENT; or (c) the RECIPIENT receives the BREEDING MATERIAL from a third party having the right to the BREEDING MATERIAL and who does not impose a confidentiality obligation upon Recipient.
 12. Both parties acknowledge and agree to comply with all applicable laws and regulations of the Animal and Plant Health and Inspection Service, the Centers for Disease Control, and /or Export Control Administration pertaining to possession or transfer of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
 13. This 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 **BREEDING MATERIAL-MATERIAL TRANSFER AGREEMENT** shall become effective upon date of final signature and shall continue in effect for a period of five (5) years.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:


	Research Leader	4/15/08
C. Corley Holbrook	Title	Date

	Research Plant Pathologist	4-9-08
Jeffrey P. Wilson	Title	Date

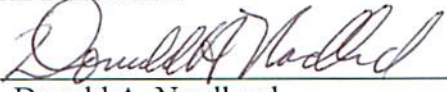
ACCEPTED FOR THE RECIPIENT:

	Dean for Research	4-25/08
Mark McLellan	Title	Date

READ AND UNDERSTOOD BY:

	Assistant Professor	
Fredy Altpeter	Title	Date

APPROVED:

	Technology Transfer Coordinator	4/3/2008
Donald A. Nordlund	Title	Date



United States Department of Agriculture

**Research, Education and Economics
Agricultural Research Service**

April 15, 2008

John Beuttenmuller
Institute of Food and Agricultural Sciences
University of Florida
1022 McCarty Hall D
P.O. Box 110200
Gainesville, FL 32611-0200

Dear John,

Enclosed are two copies of a Material Transfer Agreement for experimental pearl millet germplasms for evaluation by Fredy Altpeter.

I would appreciate if you would get appropriate signatures on both originals, keep one for your files, and mail the other back to me at the address below.

Sincerely,

Jeffrey P. Wilson



USDA-ARS Crop Genetics & Breeding Research Unit
115 Coastal Way, P.O. Box 748, Tifton, GA 31793-0748
Phone: 229-386-3189 or 3353 # Fax: 229-391-3701 # E-mail: jeff.wilson@ars.usda.gov
An Equal Opportunity Employer