

ML
Contracts & Grants
Diane Gilliland *DG*

Director
E. A. Murano

TLO ROUTING SHEET

Log # 4/94/06
TAES / TCE

Type of Instrument:

- Incoming Material Transfer
- Outgoing Material Transfer
- License Agreement
- Confidentiality Agreement

- Plant Variety Protection
- Disclosure of Invention
- Other

Fee Required: _____

Sponsor:

Kansas State University

P.I./Dept.:

J. Mullet - bcsp

MATERIAL TRANSFER AGREEMENT

This AGREEMENT is by and between Kansas State University (hereinafter "KSU") located at 2 Fairchild Hall, Manhattan KS 66506, and the Texas Agricultural Experiment Station, Department of Biochemistry and Biophysics, TAMU 2128, College Station, TX 77843-2128 (hereinafter "RECIPIENT"; (KSU and RECIPIENT, hereinafter the "PARTIES"). The AGREEMENT shall be effective as of the date last signed below.

WHEREAS, RECIPIENT has requested a sample of the proprietary GERMPLASM listed in Schedule A, which is the property of KSU, and

WHEREAS, KSU wishes to supply said GERMPLASM to RECIPIENT'S Principal Investigator for research purposes,


NOW, THEREFORE, the PARTIES agree to and will abide by the following terms of this AGREEMENT:


1. Materials transferred under this AGREEMENT are listed on Schedule A, which is part of this AGREEMENT. In the future, the PARTIES may amend Schedule A by mutual agreement. Such amendments must be in writing.
2. Kansas State University (KSU) is the originator of the materials listed on Schedule A and distributed to RECIPIENT. KSU has certain rights to these material(s). These rights are not waived with the distribution of seeds or plant material but remain with the originator.
3. The RECIPIENT of these seeds or plant material shall make no secondary distributions of the GERMPLASM without the permission of KSU. Receipt of this GERMPLASM does not convey any future rights or entitlement to the RECIPIENT in the event the GERMPLASM is considered for commercial release. Decisions relative to further propagation or release of the material covered by this agreement are the sole right of KSU.
4. In distributing this seed or plant material, KSU grants permission for use of this material in plant propagation for DNA extraction and DNA fingerprinting using molecular markers in tests under RECIPIENT's control. This material shall not be used in hybrid development or as a parent for making crosses from which selections will be made. Use of KSU material for use other than DNA extraction and DNA fingerprinting will require a license granted by KSU.
5. RECIPIENT will use the seed or plant material in compliance with all laws and regulations applicable to the use, storage, and disposition of same. Seed or plant material furnished under this agreement is experimental in nature, is for research use only, and is provided by KSU 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.
6. This Agreement contains the entire understanding of the PARTIES and shall be amended only in writing agreed to by both PARTIES.


7. KSU Principal Investigator shall be Dr. Mitchell R. Tuinstra, 3007 Throckmorton Hall, Kansas State University, Manhattan, Kansas 66506.
8. RECIPIENT Principal Investigator shall be Dr. John Mullet, Department of Biochemistry and Biophysics, TAMU 2128, College Station, TX 77843-2128.

The PARTIES hereby agree to the terms above by signing and dating below. After the Agreement has been fully signed, GERMPLASM will be shipped to RECIPIENT's Principal Investigator. This Agreement shall be terminated five (5) years from the date last signed below, or upon 60 days' written notice by either PARTY. Upon termination of this Agreement, RECIPIENT agrees to return or verifiably destroy all seed stocks of GERMPLASM.

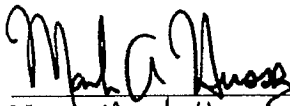
RECIPIENT:
Principal Investigator

 4/18/06
 John Mullet Date
 Department of Biochemistry and Biophysics Hall
 TAMU 2128
 College Station, TX 77843-2128



KSU:
 Recommended by: (Principal Investigator)

 4/3/2006
 Mitchell R. Tuinstra Date
 Kansas State University
 Department of Agronomy
 2004A Throckmorton Hall
 Manhattan KS 66506

Authorized Representative

 4/24/06
 Name: Mark Hassel Date
 Title: Assoc. Director

Authorized Representative

 4/6/06
 Paul R. Lowe Date
 Assistant Vice Provost for Research
 2 Fairchild Hall

Schedule A

GERMPLASM to be transferred to RECIPIENT under terms of Material Transfer Agreement.

Grain Sorghum Line #

Quantity Furnished

- | | |
|---|-----|
| 1. R 00MN7645 (Tx430/(SC35//80060/B35)) Source: PR05/6-49 | 5 g |
| 2. B 03MN952 (Wheatland//Wheatland/B35) Source: PR05/6-29 | 5 g |
| 3. B 03MN960 (Tx3042//Tx3042/B35) Source: PR05/6-30 | 5 g |

51.914(1)

Contracts & Grants
Diane Gilliland

Director
Bill Dugas / Ed Smith

OTC ROUTING SHEET

Log # 01884/09
Research Extension

OTC Approval: _____

Type of Instrument:

Incoming Material Transfer
 Outgoing Material Transfer
 License Agreement
 Confidentiality Agreement

Plant Variety Protection
 Disclosure of Invention
 Other

Fee Required: _____

Sponsor:

John Innes Centre

P.I./Dept.:

Keerti Rathore

IPGB

SCANNED IN
OCT 07 2009
Acct. # John Innes Centre
1002 taes

MATERIAL TRANSFER AGREEMENT
FOR RESEARCH-ONLY PURPOSES

Keerti Rathore, an employee of Texas AgriLife Research a part of The Texas A&M University System and an agency of the State of Texas, 2147 TAMU, College Station, Texas, U.S.A. ('the Recipient') wishes to obtain certain tangible materials and/or information from Dr. Vera Thole/Dr. Philippe Vain of the John Innes Centre as described on the attached sheet ('the Materials') for research purposes only. The recipient acknowledges that the Materials are the sole property of the John Innes Centre, Norwich Research Park, Colney, NORWICH NR4 7UH, UK ('JIC').

This Material Transfer Agreement does not imply any direct or indirect license or warranty whatsoever with regards to the Material and use thereof nor does it guarantee not to infringe on any rights or claims from third parties with regards to the Material or the Material's suitability, novelty or safety for any purpose whatsoever. In consideration for JIC providing the Recipient access to the Materials, the Recipient agrees to the following conditions:

1. Not to transfer or distribute any part of the Materials to any third party howsoever.
2. To acknowledge the contribution of Dr. Vera Thole/Dr. Philippe Vain, John Innes Centre and the Biotechnology and Biological Sciences Research Council (BBSRC) in any publication that may result from use of the Materials.
3. To the extent authorized by the laws of the State of Texas, U.S.A., to hold harmless JIC and its governors, officers, employees and agents from any and all liabilities or claims brought by third parties resulting from the transfer to and use of the Materials by the Recipient.
4. For the avoidance of doubt the Recipient is solely responsible for obtaining any third party licenses required for use of the Materials by the Recipient and the Recipient acknowledges that third party patents may cover components of the Materials.
5. This Agreement is personal to the Recipient and not capable of assignment.

Please, have (an) authorized officer(s) of Texas AgriLife Research signify the Recipients acceptance of the above by signing and dating two copies of this Agreement and return both copies to Dr. Mary Anderson, Contracts Manager, John Innes Centre, Norwich Research Park, Colney, NORWICH NR4 7UH, UK. Upon receipt of two completed and executed copies of this Agreement the Materials will be then be sent to the Recipient.

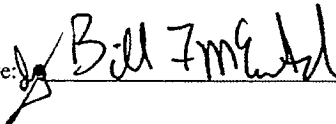
On behalf of and for Texas AgriLife Research

EMPLOYEE

Date:

Date: Sept. 18, 2009

Signature:



Name (print): Bill McCutchen.....

Keerti Rathore

Title: Associate Director

Associate Professor.....

LIST OF THE MATERIALS: The pCLEAN vectors are described in Thole *et al.* (2007) Plant Physiology 145:1211-1219 and at <http://www.jic.ac.uk/staff/philippe-vain/vectors.htm>).

SET1: Basic pCLEAN-G and pCLEAN-S dual binary vectors

pCLEAN-G121
pCLEAN-G126
pCLEAN-G129
pCLEAN-G130
pCLEAN-G131
pCLEAN-G132
pCLEAN-G144
pCLEAN-G146
pCLEAN-G147
pCLEAN-G181
pCLEAN-G182
pCLEAN-G185
pCLEAN-S48
pCLEAN-S99
pCLEAN-S100
pCLEAN-S161
pCLEAN-S167

Description of Research: To generate transformation constructs for over-expressing various transgene(s) or for silencing endogenous gene(s) in cotton, sorghum, rice and other plants species.

An invoice will be sent to you once your order for pCLEAN materials has been completed. This payment covers the cost of each shipment irrespective of the number of plasmids ordered within SET1 or SET2.

SET1 = pCLEAN-G basic vectors + pCLEAN-S basic vectors

SET2 = pCLEAN-G and pCLEAN-S vectors containing transgenes in the T-DNA

The cost per order for SET1 is £40.00, for SET2 is £40.00 and for SET1 + SET2 is £60.00.

VAT number for institute if within the EU:

VAT will be charged for all UK orders. All other EU customers will not be charged VAT, if a VAT number is provided. (Customers outside the EU do not have to provide a VAT number.)

FOR ALL CORRESPONDENCE:

Name:

Address:

Email address:

Contracts & Grants
Diane Gilliland

Director
E. A. Murano

TLO
MTA
Peterson
Univ. of the
Free State

TLO ROUTING SHEET

Log # 00551/08
TAES/TCE

Type of Instrument:

Incoming Material Transfer
 Outgoing Material Transfer
 License Agreement
 Confidentiality Agreement

Plant Variety Protection
 Disclosure of Invention
 Other

Fee Required: _____

Sponsor:

University of the Free State

P.I./Dept.:

G.C. Peterson - Lubb

SCANNED IN
JAN 29 2008
Acct. # Univ. of the Free State

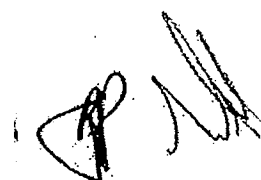
0804 taes

721123108

INTSORMIL Germplasm Transfer Agreement

This AGREEMENT made this twelfth (12th) day of November, 2007, by and between the Texas Agricultural Experiment Station, (hereinafter "TAES") and University of the Free State, Bloomfontein, SA (hereinafter "RECIPIENT"; TAES and RECIPIENT, hereinafter "PARTIES").

1. RECIPIENT acknowledges receipt of the materials listed in Appendix A ("MATERIALS"). "GERMPLASM" shall mean all MATERIALS which are proprietary to TAES, which are designated by an asterisk ("*") in the listing in Appendix A.
2. The rights of TAES in GERMPLASM are not waived with the distribution of seeds or plant material to RECIPIENT but remain with TAES. Subject to the terms of this AGREEMENT, TAES grants to RECIPIENT the right to use GERMPLASM for breeding purposes, including the development of new varieties, but excluding the development of hybrids. Should RECIPIENT desire to use GERMPLASM in a hybrid development program, RECIPIENT agrees to contact TAES to obtain authorization before engaging in hybrid development.
3. RECIPIENT shall make no secondary distributions of the GERMPLASM or any portion thereof, including seed, pollen, or other plant parts, to a third party without the written permission of TAES. RECIPIENT further agrees to use all reasonable efforts to protect the plant material(s) covered by this AGREEMENT from secondary distribution and/or unauthorized further propagation, distribution, or sale.
4. It is anticipated that RECIPIENT shall develop new varieties (each a "VARIETY") from GERMPLASM which RECIPIENT shall wish to release to the public. Prior to releasing a VARIETY to the public, RECIPIENT shall notify TAES and shall provide appropriate documentation to TAES to allow for joint release from TAES and RECIPIENT. At the time of a successful joint release, TAES shall grant to RECIPIENT a non-exclusive, royalty free right to use such VARIETY in a geographic region appropriate for the VARIETY and the intended use of the VARIETY by RECIPIENT in accordance with the objectives of INTSORMIL.
5. TAES reserves the right to license or otherwise utilize GERMPLASM and VARIETIES. Any royalties obtained by TAES through licensing of a VARIETY shall be shared equally with RECIPIENT.
6. Should RECIPIENT desire to publish results of research conducted, including scientific and popular press disclosures, under the AGREEMENT using GERMPLASM, RECIPIENT will furnish TAES with a manuscript copy or abstract no less than thirty (30) days prior to submission for publication.
7. Recipient will not use GERMPLASM or any VARIETY for any molecular biology activity with any organization without the express written consent of TAES.
8. RECIPIENT shall submit an annual report to the INTSORMIL Southern Africa Regional Coordinator on RECIPIENT'S use of GERMPLASM.
9. The GERMPLASM is provided "as is", with no warranties expressed or implied, or title or fitness for a particular purpose or warranty. TAES makes no warranty that the use of GERMPLASM will not infringe any patent or proprietary rights of third parties.
10. RECIPIENT will indemnify TAES, protect, defend, and hold TAES harmless from and against any liabilities arising from or occurring as a result of the RECIPIENT'S use of the GERMPLASM.
11. This AGREEMENT, with the rights and privileges it creates, is assignable only with the written consent of both parties.



12. TAES is an agency of the State of Texas and nothing in this AGREEMENT waives or relinquishes the right of TAES to claim any exemptions, privileges, and immunities as may be provided by law.

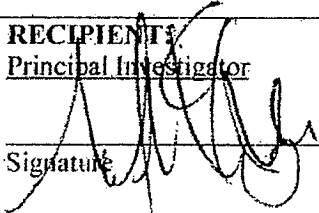
13. The laws of the State of Texas govern and determine the validity of this AGREEMENT and all matters related to this AGREEMENT, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction.

14. This AGREEMENT contains the entire understanding of the parties with respect to the matters contained in this AGREEMENT, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this AGREEMENT unless expressly stated in writing.

15. If any provision or provisions of this AGREEMENT is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

RECIPIENT:

Principal Investigator

 _____
Signature Date 2007-11-19

Prof. Neal Wynne McLaren
Printed Name

Department of Plant Sciences

University of the Free State

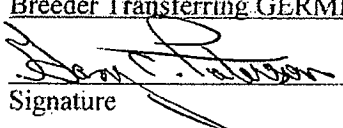
P.O. Box 339

BLOEMFONTEIN 9300
Republic of South Africa

Address

TAES:

Breeder Transferring GERMPLASM

 _____
Signature Date 11-27-2007

GARY C. PETERSON
Printed Name

TEXAS AGRIC. EXP. STATION

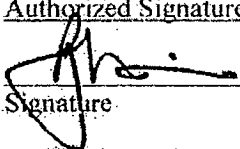
1102 E FM 1294

HUBBARD, TX 79403-6603

Address

RECIPIENT:

Authorized Signature

 _____
Signature Date 2007-11-19

Prof. ZA Pretorius
Printed Name

Department of Plant Sciences

University of the Free State

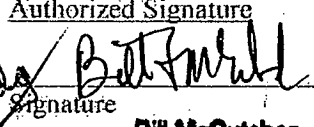
P.O. Box 339

BLOEMFONTEIN 9300
Republic of South Africa

Address

TAES:

Authorized Signature

 _____
Signature Date 12-04-07

Bill McCutchen, Ph.D.
Associate Director
Printed Name

Texas Agricultural Experiment Station
The Agriculture Program Contracts and Grants
2147 TAMU
College Station, TX 77843-2147

Address

Appendix A
GERMPLASM

07 ADINRA: All Disease and Insect Nursery

105 506L231920 Tegemeo Sooty/Sirpe Res T W 0 0 S
106 606L232122 Macia

109 906L232728 Malisol 84-7 Mal Pop der Headbug Res T W 0 0 T

do

225 2 2 15:06 1234920 Tegemeo T W 0 0 S

237 2 2 9:06 1232720 Maliso 1847 Mal Pop der Headbug Res T W 0 0 T

235 2 2 6:06 1232122 Macia 0 0

237 2 2 10:06 1230023392320 SRN391 Singa Res T RCC 0 0 T

7

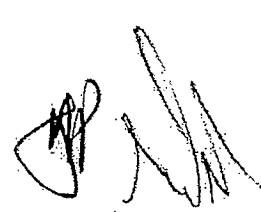
Handwritten initials: P, M

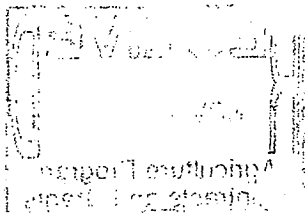
07 UHSNRA: All Disease and Insect Nursery

XXXXXXXXXXXXXXXXXXXX

112 1 12 06LI2433.34 1 Lahoma Lahoma Sudangrass

114 1 14 06LI2300 1 SRN39 Siriga Res.





203 2 11 06LI2432 FC6601 Spur Feteria
 204 2 19 05LI3738 1 SC325-12E_IS2462 der Nigricans

207 2 12 06LI243334 1 Lahoma Lahoma Sudangrass

215 2 14 06LI2300 SRN39 Striga Res

220 2 5 06LI241920 1 SA281_Early Hegari

TLO
MTA
Rooney
Monsanto

Contracts & Grants
Diane Gilliland

Director
E. A. Murano

TLO ROUTING SHEET

Log # 01461/08
TAES / TCE

Type of Instrument:

- Incoming Material Transfer
- Outgoing Material Transfer
- License Agreement
- Confidentiality Agreement

- Plant Variety Protection
- Disclosure of Invention
- Other

Fee Required: _____

Sponsor:

Monsanto

P.I./Dept.:

W.L. Rooney - SESC

SCANNED IN
MAY 21 2008
Acct. # Monsanto
0806 TAES

82 5116108

- 1.02 "MONSANTO MATERIALS" means the sorghum germplasm lines developed by MONSANTO as specifically listed in Exhibit B.
- 1.03 "JOINT MATERIALS" means the sorghum germplasm lines developed by TAES through crossing MONSANTO MATERIALS and TAES MATERIALS, as specifically listed in Exhibit C.
- 1.04 "TRANSFERRED MATERIALS" means samples of TAES MATERIALS and all JOINT MATERIALS.
- 1.05 "PROGENY" means any modified or unmodified descendants of a corresponding material, including descendants of crosses of a material.
- 1.06 "RESEARCH PURPOSES" means any activity performed as an integral part of the PROJECT, including breeding within the TRANSFERRED MATERIALS. RESEARCH PURPOSES excludes any genetic analysis of the TRANSFERRED MATERIALS, breeding of TRANSFERRED MATERIALS with anything which is not TRANSFERRED MATERIALS. Furthermore, RESEARCH PURPOSES excludes any sale, transfer, or disposition of MATERIALS for commercial exploitation purposes.
- 1.07 "EFFECTIVE DATE" means the date this Agreement has been executed by the last Party.

ARTICLE II – SUPPLY OF MATERIALS AND OBLIGATIONS OF MONSANTO

- 2.01 Supply of Materials. Upon execution of this Agreement, TAES will supply to MONSANTO the TRANSFERRED MATERIALS ("Samples"). No further supply of TRANSFERRED MATERIALS is anticipated or guaranteed under this Agreement.
- 2.02 Obligations of MONSANTO. MONSANTO agrees that its use of TRANSFERRED MATERIALS will be subject to the following terms and conditions:
- a. Safety. MONSANTO agrees to use the TRANSFERRED MATERIALS in a safe manner and in compliance with all applicable laws and regulations.
 - b. MONSANTO's Use. TRANSFERRED MATERIALS will be used only at MONSANTO'S facilities and strictly for RESEARCH PURPOSES. MONSANTO may, however, provide the TRANSFERRED MATERIALS to a third party under contract with MONSANTO solely for the conduct of RESEARCH PURPOSES. MONSANTO is responsible for ensuring that such third party is fully informed of, and agrees to comply with, the terms and conditions of this Agreement.
 - c. Commercial Use. Any commercial use of TRANSFERRED MATERIALS or any other use outside of RESEARCH PURPOSES, is strictly prohibited. "Commercial use" includes sale, lease, license, or transfer of MATERIAL directly, or to third parties for commercial purposes, and includes performing contract research, genetic screening, producing or manufacturing products for general sale. Furthermore, TRANSFERRED MATERIALS must not be used in research that is subject to funding, consulting, reporting, or licensing obligations, options or rights to or of a third party as consideration for providing funding for the research conducted under this Agreement, unless prior written permission is obtained from TAES. Nothing in this Agreement should be construed to grant to MONSANTO a commercial license from TAES or SYSTEM nor any rights whatsoever to license in the MATERIAL.

- 3.02 **Sharing of Information.** In consideration for the transfer of TRANSFERRED MATERIALS made to MONSANTO by TAES, MONSANTO, specifically Miguel Gutierrez, within ninety (90) days following the completion of the PROJECT, or the termination or expiration of this Agreement, whichever is earlier, MONSANTO, specifically Miguel Gutierrez, shall deliver to TAES a written report as to MONSANTO's results during its use of TRANSFERRED MATERIALS. At a minimum, such results will include MONSANTO's compositional analysis of TRANSFERRED MATERIALS. TAES will be free to use such reports and data for its own internal educational and research purposes only.

DISPOSAL of TRANSFERRED MATERIALS and PROGENY. Unless otherwise agreed to by the Parties, in further consideration for the transfer of TRANSFERRED MATERIALS made to MONSANTO by TAES, MONSANTO, within ninety (90) days following the completion of the PROJECT (or some longer period of time as may be agreed to by the Parties), or the termination or expiration of this Agreement, whichever is later, MONSANTO shall deliver to TAES all unmodified PROGENY and unused seed of TAES MATERIALS. Unless otherwise agreed to by the Parties, Monsanto shall destroy all JOINT MATERIALS and their progeny within ninety (90) days following the completion of the PROJECT.

3.03

ARTICLE IV- TERMINATION

- 4.01 **Expiration.** This Agreement, unless sooner terminated as provided herein, shall remain in effect for a period of three (3) years from the EFFECTIVE DATE.
- 4.02 **Termination by MONSANTO.** MONSANTO may terminate this Agreement by providing written notice to TAES at least thirty (30) days before the termination is to take effect.
- 4.03 **Termination by TAES.** If MONSANTO materially breaches this Agreement, TAES may give MONSANTO written notice of the breach. MONSANTO shall have a period of thirty (30) days from receipt of the notice to cure the breach. If MONSANTO does not cure the breach within this period, TAES may terminate this Agreement by giving written notice of its election to do so.
- 4.04 **Matters Surviving Termination.** All accrued obligations and claims, including claims or causes of action for breach of this Agreement, shall survive expiration or termination of this Agreement. Obligations of confidentiality shall survive expiration or termination of this Agreement. This section controls in the case of a conflict with any other section of this Agreement.

ARTICLE V – LIABILITY AND REPRESENTATIONS

- 5.01 **Indemnification.** MONSANTO SHALL AT ALL TIMES DURING THE TERM OF THIS AGREEMENT AND THEREAFTER, INDEMNIFY, DEFEND AND HOLD HARMLESS SYSTEM, TAES, ITS REAGENTS, OFFICERS, EMPLOYEES, AND AFFILIATES, AGAINST ANY CLAIM, PROCEEDING, DEMAND, LIABILITY, OR EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES AND REASONABLE ATTORNEY'S FEES) WHICH RELATES TO INJURY TO PERSONS OR PROPERTY, OR AGAINST ANY OTHER CLAIM, PROCEEDING DEMAND, EXPENSE AND LIABILITY OF ANY KIND WHATSOEVER RESULTING FROM MONSANTO'S USE OF THE TRANSFERRED MATERIALS.

- 5.02 Representation. TAES MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES TAES OR SYSTEM ASSUME ANY OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES DUE TO MONSANTO'S ACTIVITIES UNDER THIS AGREEMENT.
- 5.03 Nature of the TRANSFERRED MATERIALS. All TRANSFERRED MATERIALS provided hereunder should be considered experimental and should be handled by MONSANTO with appropriate safety precautions as provided in paragraph 2.02(a).

ARTICLE VI - NOTICES

- 6.01 Notices. Payments, notices, or other communications required by this Agreement shall be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when such carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

(a) If to TAES:

Ms. Diane Gilliland, Assistant Director for Research Administration
Texas ~~Agricultural Experiment Station~~ *AgriLife Research*
2147 TAMU
College Station, Texas 77843-2147
Ph. (979) 845-4781; Fax: (979) 862-7775

With copy to:

Vice Chancellor, Office of Technology Commercialization
The Texas A&M University System
3369 TAMU
College Station, Texas 77843-3369
Phone: (979) 847-8682; Fax: (979) 845-1402

(b) If to MONSANTO:

Connie M. Armentrout
Director, Technology Licensing
Monsanto Company
800 North Lindbergh Blvd.
Mail Code B2NL
St. Louis, MO 63167
Phone: (314) 694-5898; Fax: (314) 694-4540

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 7.01 Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties except that MONSANTO may assign this agreement along with its business to a successor.

- 7.02 Force Majeure. Each Party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.
- 7.03 Independent Contractor. Each Party is and shall remain an independent contractor as long as this Agreement is in effect and neither Party shall act as an agent, legal representative, partner or joint venturer of the other Party for any purpose whatsoever and the employees of one shall not be deemed to be the employees of the other. This Agreement is not intended to restrict or confine either Party in independent development of the underlying plant material, as long as such independent development does not compromise the rights or obligations of the Parties prescribed in this Agreement.
- 7.04 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the TRANSFERRED MATERIALS and supersedes all other written and verbal agreements between the Parties with respect to the TRANSFERRED MATERIALS. It may be modified only by a written amendment signed by the Parties.
- 7.05 Governing Law. This Agreement shall be construed under the Constitution and laws of the State of Texas.
- 7.06 Headings. Headings are solely for convenience of reference and are not part of, and may not be used to construe, this Agreement.
- 7.07 No Waiver; Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. A waiver of any breach of this Agreement does not waive any other breach of the same or other provision of this Agreement. A waiver is not effective unless made in writing.
- 7.08 Privileges and Immunities. TAES is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of TAES to claim any exemptions, privileges, or immunities as may be provided by law.

The Parties have caused this Agreement to become effective as of the date last executed below.

apl
MONSANTO COMPANY

By: *Michael J. Martin*
 Title: *Director, Specialty Crop Breeding*
 Date: *May 1, 2008*

Texas AgrLife Research
 TEXAS AGRICULTURAL EXPERIMENT
 STATION

By: *Bill McCutchen*
 Title: *Associate Director*
 Date: _____

Acknowledged by:

Bill Rooney
 TAES Provider Scientist
 Name: *William Rooney*
 Title: *Associate Professor*
 Dept: *Soil and Crop Sciences*
 Date: *May 9 2008*

**Exhibit A
TAES Materials**

w/ Exh A
in entirety
51.91467

Appendix A
Texas AgriLife Germplasm

Designation

Source (if multiple)

+RIO
+Della
+N100R
+Umbrella
+Dale
+Keller
+RIO
+Della
+N100R
+Umbrella
+Dale
+Keller
+TX2906
+Della
+N100R
+Umbrella
+Dale
+Keller
+TX2906
MGF302+Dale

~~Contracts & Grants~~
Diane Gilliland

Director
E. A. Murano

TLO
MTA
Peterson
Botswana
College

TLO ROUTING SHEET

Log # 00507108
TAES/TCE

Type of Instrument:

Incoming Material Transfer
 Outgoing Material Transfer
 License Agreement
 Confidentiality Agreement

Plant Variety Protection
 Disclosure of Invention
 Other

Fee Required: _____

Sponsor:

Botswana College of Agriculture

P.I./Dept.:

B.C. Peterson-Lubb

SCANNED IN
JAN 29 2008
Acct. # Botswana College

0804 taes

02/123/08

INTSORMIL Germplasm Transfer Agreement

This AGREEMENT made this twelfth (12th) day of November, 2007, by and between the Texas Agricultural Experiment Station, (hereinafter "TAES") and Botswana College of Agriculture, Gaborone, Botswana (hereinafter "RECIPIENT"; TAES and RECIPIENT, hereinafter "PARTIES").

1. RECIPIENT acknowledges receipt of the materials listed in Appendix A ("MATERIALS"). "GERMPLASM" shall mean all MATERIALS which are proprietary to TAES, which are designated by an asterisk ("*") in the listing in Appendix A.
2. The rights of TAES in GERMPLASM are not waived with the distribution of seeds or plant material to RECIPIENT but remain with TAES. Subject to the terms of this AGREEMENT, TAES grants to RECIPIENT the right to use GERMPLASM for breeding purposes, including the development of new varieties, but excluding the development of hybrids. Should RECIPIENT desire to use GERMPLASM in a hybrid development program, RECIPIENT agrees to contact TAES to obtain authorization before engaging in hybrid development. 52.110
3. RECIPIENT shall make no secondary distributions of the GERMPLASM or any portion thereof, including seed, pollen, or other plant parts, to a third party without the written permission of TAES. RECIPIENT further agrees to use all reasonable efforts to protect the plant material(s) covered by this AGREEMENT from secondary distribution and/or unauthorized further propagation, distribution, or sale.
4. It is anticipated that RECIPIENT shall develop new varieties (each a "VARIETY") from GERMPLASM which RECIPIENT shall wish to release to the public. Prior to releasing a VARIETY to the public, RECIPIENT shall notify TAES and shall provide appropriate documentation to TAES to allow for joint release from TAES and RECIPIENT. At the time of a successful joint release, TAES shall grant to RECIPIENT a non-exclusive, royalty free right to use such VARIETY in a geographic region appropriate for the VARIETY and the intended use of the VARIETY by RECIPIENT in accordance with the objectives of INTSORMIL.
5. TAES reserves the right to license or otherwise utilize GERMPLASM and VARIETIES. Any royalties obtained by TAES through licensing of a VARIETY shall be shared equally with RECIPIENT.
6. Should RECIPIENT desire to publish results of research conducted, including scientific and popular press disclosures, under the AGREEMENT using GERMPLASM, RECIPIENT will furnish TAES with a manuscript copy or abstract no less than thirty (30) days prior to submission for publication.
7. Recipient will not use GERMPLASM or any VARIETY for any molecular biology activity with any organization without the express written consent of TAES.
8. RECIPIENT shall submit an annual report to the INTSORMIL Southern Africa Regional Coordinator on RECIPIENT'S use of GERMPLASM.
9. The GERMPLASM is provided "as is", with no warranties expressed or implied, or title or fitness for a particular purpose or warranty. TAES makes no warranty that the use of GERMPLASM will not infringe any patent or proprietary rights of third parties.
10. RECIPIENT will indemnify TAES, protect, defend, and hold TAES harmless from and against any liabilities arising from or occurring as a result of the RECIPIENT'S use of the GERMPLASM.
11. This AGREEMENT, with the rights and privileges it creates, is assignable only with the written consent of both parties.

12. TAES is an agency of the State of Texas and nothing in this AGREEMENT waives or relinquishes the right of TAES to claim any exemptions, privileges, and immunities as may be provided by law.

13. The laws of the State of Texas govern and determine the validity of this AGREEMENT and all matters related to this AGREEMENT, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction.

14. This AGREEMENT contains the entire understanding of the parties with respect to the matters contained in this AGREEMENT, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this AGREEMENT unless expressly stated in writing.

15. If any provision or provisions of this AGREEMENT is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

RECIPIENT:

Principal Investigator

David C. Muntahali 29/11/07
Signature Date

Printed Name

Prof. DAVID C. MUNTAHALI

BOTSWANA COLLEGE OF AGRICULTURE

P/BAG 0027

GABORONE, BOTSWANA

Address

TAES:

Breeder Transferring GERMPLASM

GARY C. PETERSON 12-24-07
Signature Date

GARY C. PETERSON

Printed Name

GARY C. PETERSON

TEXAS AGRIC. EXP. STATION

1102 E FM 1294

LUBBOCK, TX 79403-6603

Address

RECIPIENT:

Authorized Signature

Edward J. Kemsley 03/12/2007
Signature Date

Edward J. KEMSLEY

Printed Name

BOTSWANA COLLEGE OF AGRIC

Private Bag 0027

GABORONE - BOTSWANA

AFRICA

Address

TAES:

Authorized Signature

Bill McCutchen 12-14-07
Signature Date

Bill McCutchen, Ph.D.

Associate Director

Printed Name

Texas Agricultural Experiment Station

The Agriculture Program Contracts and Grants

2147 TAMU

College Station, TX 77843-2147

Address

Appendix A
 08 SCAYRA Sugarcane Aphid Yield Trial

PLOT	BLOC	ENTRY	SOURCE	PEDIGREE	PL	GR	PE	AW	PROTIONS
101			HYB CHECK	Standard Hybrid Check					071357
102	1	2	0713542	Tegemeo	T	W	0	0	071357
103	1	3	0713557	Macia	T	W	0	0	071357

221 2 07L13542 Tegemeo
222 2 07L13542 Mabea

CHEQUE Standard Hybrid Check
T W 0 0
T W 0 0

318 3 2 0713542 Tegemeo T W 0 0

321 3 3 0713542 Madia T W 0 0

325 3 3 0713542 Standard Hydrocheck

08 SCARA Sugarcane aphid screening trials

PLOT	BLOC	ENTRY	SOURCE	CODE	DESIGNATION	PLCL	GRCL	Proprietary Classification
101	1	1	05L1384	1	Kuyuma			
102	1	2	06PR399	1	CE151	T	W	
103	1	3	06PR399	1	Macla	T	W	
104	1	4	05RR405	1	Tedameo	T	W	
105	1	6	06PR413	1	WMH177			
107	1	7	06PR404	1	SRN39	P	W	
108	1	8	06PR415	1	Ed162/SADC	T	LY	
109	1	9	06PR419	1	SDSL89426	T	W	
110	1	10	06PR420	1	EPSON240E#15/SADC	T	W	
111	1	11	05L1890	1	A964	T	W	
112	1	12	06PR2661	1	Segadlane	T	W	

201

2

2 06FF997

1

CE151

T

W

221 2 1 05L1384 1 Kuyuma T W

231 2 4 05PPR405 1 Tegemeo T W
232 2 11 07CA20015 (MLET176/WF112B-92/WB123880) A964 CA3CABK T W
233 2 12 06LI2661 COBKCA T W
P W

243 2 11 05LI390 1 A964 T W

004 305 3 06P R399 1 Macia 1 1 W W

325 3 10 06PR420 1 EPSON2-40/E#15/SADC T W
326 3 10 06PR420 1 WNF77 P W

335 3 4 05PR405 1 Tegemeo T W
336 3 18 05PR405 3 Tegemeo CSR339 CAZCC1 W
337 3 2 06PR897 1 CE151 T W
338 3 5 05PR420 1 A964 T W

MTA-001237

MATERIAL TRANSFER AGREEMENT
Sorghum Germplasm
For evaluation as breeding materials
Private Sector Agreement revised May 30, 2006

This AGREEMENT made this 6th day of March 2007, by and between the Texas Agricultural Experiment Station, (hereinafter "TAES") and Agromen Sementes Agricolas Ltda (hereinafter "RECIPIENT"; TAES and RECIPIENT, hereinafter the "PARTIES").

Whereas, RECIPIENT has requested a sample of the proprietary GERMPLASM listed in Schedule A, which is the property of TAES, and

Whereas RECIPIENT wishes to use said GERMPLASM for testing and evaluation for potential in production of experimental parent lines,

552.110

TAES agrees to supply seed of said GERMPLASM to RECIPIENT'S Principal Investigator, and the RECIPIENT accepts and agrees to abide by the following terms of this AGREEMENT:

1. TAES is the originator of the GERMPLASM hereby transferred to RECIPIENT and has certain rights to the material(s). These rights are not waived with the transfer of seed or plant material but remain with TAES. For clarification purposes in this document, GERMPLASM means either unreleased lines or released lines that have not been licensed by RECIPIENT.
2. Evaluation of TAES GERMPLASM does not convey or imply any future rights or entitlement(s) to the RECIPIENT in the event that the GERMPLASM or an experimental line derived from GERMPLASM is released. Decisions regarding further propagation, release, or licensing of the materials(s) covered by this agreement are the sole right of TAES.
- 3.

552.110(1) and 552.110

4. The RECIPIENT shall make no secondary distributions of the GERMPLASM or any portion thereof, including seed, pollen, or other plant parts, to a third party without the written permission of TAES. RECIPIENT further agrees to use all reasonable efforts to protect the plant material(s) covered by this agreement from secondary distribution and/or unauthorized further propagation, distribution, or sale. Recipient may sell co-mingled grain of GERMPLASM and hybrids generated therefrom for feed, food, and processing purposes.
5. GERMPLASM seed stocks provided to RECIPIENT may be increased and purified if necessary for use in evaluation of the GERMPLASM. No increases and/or purification shall occur for the purpose of making a direct selection or re-selection without execution of a separate written agreement between the PARTIES.
6. TAES grants permission for evaluation of the GERMPLASM and experimental hybrids derived by using GERMPLASM in tests conducted under RECIPIENT'S control.
7. RECIPIENT agrees not to use seeds, plants or plant parts of the GERMPLASM as targets for genetic transformation. RECIPIENT agrees not to conduct mutagenesis, tissue culture, or molecular or cellular techniques with seeds, plants or plant parts of the GERMPLASM. For clarification, RECIPIENT may not analyze, isolate or sequence DNA of GERMPLASM including but not



limited to gene cloning.

8. RECIPIENT is allowed to extract DNA for the purpose of applying genetic markers to assess genetic relationship of GERMPLASM to RECIPIENT germplasm. The RECIPIENT's utilization of genetic markers (to include classical and molecular methods of breeding and related technologies) with TAES GERMPLASM leading to the discovery and/or identification of abiotic and/or biotic 'traits' (specific in 3 above) may lead to the development of commercial hybrids. Production of new inbreds and/or commercial hybrids will be subject to execution of a license agreement covering use of GERMPLASM by the PARTIES and subject to terms of obligations outlined below.
9. Should RECIPIENT desire to publish the results of its research conducted under the AGREEMENT using GERMPLASM, RECIPIENT will furnish TAES with a copy of the manuscript or abstract disclosing such results not less than thirty (30) days prior to submission thereof to publisher for TAES' review and comment. If TAES determines that the proposed publication contains patentable subject matter, RECIPIENT agrees to delay publication an additional sixty (60) days for the purpose of filing patent applications. In all publications, RECIPIENT agrees to duly acknowledge the contributions of the TAES breeding program in the provision of the GERMPLASM.
10. The GERMPLASM may be used for the purpose of breeding new lines with the exception of (a) transferring specific traits from TAES GERMPLASM to RECIPIENT germplasm or (b) using TAES GERMPLASM as recurrent parents. Should RECIPIENT desire to use TAES GERMPLASM for either purpose described in 10(a) or 10(b), RECIPIENT will notify TAES for prior written request executed by the PARTIES. If RECIPIENT identifies a line that has been developed from incorporation of GERMPLASM into RECIPIENT's proprietary material, and the result of such improvement is to be used in the production of a commercial hybrid, RECIPIENT must notify TAES at least one (1) year in advance of commercialization for the purpose of execution of a license agreement covering use of GERMPLASM by the PARTIES.
11. RECIPIENT agrees to provide an annual report to TAES of the results and status of GERMPLASM evaluation and testing as covered under this AGREEMENT. This report should be sent directly to the TAES cooperating breeder, with a copy to the Program Director of the Texas Foundation Seed Service. Addresses are contained in the latter portion of the Agreement. TAES agrees to hold in confidence, to the extent allowed by law, such report, to not disclose any portion of the report to any third party, and to use the report solely to monitor RECIPIENT's activity under this Agreement.
12. The GERMPLASM is provided "as is" with no warranties, express or implied, including any warranty of merchantability, title or fitness for a particular purpose or any other warranty. TAES makes no representations or warranty that the use of the GERMPLASM will not infringe any patent or proprietary rights of third parties. Notwithstanding the above, TAES represents that in the development of GERMPLASM, TAES has respected the known proprietary rights of third parties, and that to the best of its knowledge, and TAES has the right to provide GERMPLASM to RECIPIENT.
13. RECIPIENT will indemnify TAES, protect, defend, save and hold TAES harmless from and against any and all liabilities, incurred by or asserted against TAES of whatever kind or nature, arising from or occurring as a result of RECIPIENT's use, storage or disposal of GERMPLASM.
14. This Agreement supercedes all previous agreements covering GERMPLASM on Schedule A and contains the entire understanding of the Parties and shall be amended only in writing agreed to by both Parties.
15. This Agreement shall not be assignable or otherwise transferable by either Party without the prior written consent of the other, except PARTIES may, without such consent, assign this Agreement


to an affiliate or any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains. Upon assignment, the rights and obligations under this Agreement will be binding upon and inure to the benefit of said purchaser or assignee in interest.

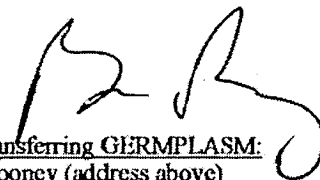
16. TAES Sorghum Breeding Program contacts are as follows:


Dr. Gary Peterson	Dr. Bill Rooney
1102 East FM 1294	2474 TAMU
Lubbock, TX 79403	College Station, TX 77843-2474

17. RECIPIENT Principal Investigator shall be Fernando Fernandes de Andrade

The PARTIES hereby agree to the above terms by signing and dating below. After full execution of the Agreement, GERMPLASM will be shipped to RECIPIENT's Principal Investigator. This Agreement shall be terminated five (5) years from the date last signed below, or upon 60 days' written notice by either PARTY. Upon termination of this Agreement, RECIPIENT agrees to return or verifiably destroy all seed stocks of GERMPLASM.

RECIPIENT: 
Principal Investigator
Fernando Fernandes de Andrade
Agromen Sementes Agricolas Ltda
Guaira-SP
BRAZIL

TAES: 
Breeder transferring GERMPLASM:
William Rooney (address above)

RECIPENT	TAES
Signature 	Signature David Baltensperger, Department Head 2474 TAMU College Station, Texas 77843 979 845 3001

Please forward an executed copy to: Texas Foundation Seed Service
11914 Hwy 70
Vernon, TX 76384
Schedule A

Schedule A - Seed Distribution List

51.914(1)

Released Material

Unreleased Material

Sureno



TLO
MTA
Rooney
Rutgers
Univ.

Contracts & Grants
Diane Gilliland

Director
E. A. Murano

TLO ROUTING SHEET

Log # 01724/08
TAES / TCE

Type of Instrument:

- Incoming Material Transfer
- Outgoing Material Transfer
- License Agreement
- Confidentiality Agreement

- Plant Variety Protection
- Disclosure of Invention
- Other

Fee Required: _____

Sponsor:

Rutgers University /
Waksman Institute
P.I./Dept.:

Bill Rooney
SCSC

SCANNED IN
AUG 20 2008
Acct. # Rutgers Univ.

0829 taes

pe 7/31/08 sea Fedex 8463 3048 4629 29 8/20/08

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("Agreement") is made between Rutgers University ("INSTITUTION") and Texas AgriLife Research ("AgriLife"), an agency of the State of Texas, collectively referred to as "Parties" and individually as "Party."

RECITALS

51.914 + 552.110

WHEREAS, AgriLife owns

r
ity; and

WHEREAS, INSTITUTION plans to research circadian rhythms and expression of multiple clock-controlled genes in the absence of functional phytochromes ("Project"); and

WHEREAS, INSTITUTION has requested the MATERIALS, and AgriLife is willing to provide the MATERIALS solely for the purpose of the Project;

NOW, in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

1. "MATERIALS" means those materials listed in Appendix A and any progeny and/or derivatives of thereof, and any extracts, isolates, or subunits thereof.
2. "INTELLECTUAL PROPERTY" means all inventions, discoveries, or tangible materials conceived, reduced to practice, or developed through INSTITUTION'S use of MATERIALS.
3. Ownership. The MATERIALS remain the property of AgriLife. This Agreement must not be construed to imply or grant rights in other cultivars or intellectual property rights owned by AgriLife than those specified in this Agreement.
4. INSTITUTION agrees that all MATERIAL received hereunder will be used only for the Project and will not be used for other purposes, including but not limited to breeding purposes.
5. INSTITUTION further agrees that the MATERIAL received hereunder will not be supplied to other laboratories, either within or outside of INSTITUTION, and not to any other individual or organization other than employees of INSTITUTION and will not be used, directly or indirectly, for any commercial purpose whatsoever.
6. Prior to INSTITUTION'S granting of any rights in INTELLECTUAL PROPERTY to a third party, INSTITUTION agrees to enter into good-faith negotiations with AgriLife to determine the relative contributions made by the Parties to such INTELLECTUAL PROPERTY and to enter into an agreement which shall provide for an equitable share to AgriLife of any royalties or other consideration obtained by INSTITUTION through INSTITUTION'S licensing of INTELLECTUAL PROPERTY.

7. In the event that INSTITUTION desires to utilize MATERIALS for any uses beyond the scope of this Agreement, the parties shall enter into good faith negotiations to establish the terms and conditions for any such purposes. Nothing in this Agreement shall be construed as a representation that AgriLife may guarantee the grant of such rights.
8. The address or site at which the MATERIAL will be used by INSTITUTION at 190 Frelinghuysen Road, Piscataway, New Jersey 08854-8020. INSTITUTION agrees to provide storage facilities for all quantities of the material in locations which may be readily identified and accessed upon request by AgriLife.
9. INSTITUTION agrees that the MATERIAL received hereunder may not be used in any sponsored research or other research programs if the terms of such program would entitle the sponsor or any third party to any rights or interest in such research or its results, including the right to review and/or publish such results.
10. INSTITUTION acknowledges that the MATERIAL received hereunder is the confidential and proprietary property of AgriLife and agrees to take all care necessary to prevent any disclosure of any information concerning the MATERIAL to any party not bound by the terms of this Agreement. INSTITUTION will keep and maintain written records of all use of the MATERIAL received hereunder and the identity of the individual(s) allowed access to such MATERIAL. Each person employed by INSTITUTION will be informed of the terms and conditions of this Agreement prior to allowing such employee(s) to have access to the MATERIAL. INSTITUTION shall assure that any such employee is bound by an employment agreement or confidentiality agreement or other agreement(s) prohibiting such employees from transferring the MATERIAL to any other laboratory, individual or organization other than employees of INSTITUTION. AgriLife shall have the right to review and copy such records at any time.
11. It is understood that INSTITUTION may publish or disclose outside of INSTITUTION the results of experiments using the MATERIAL. INSTITUTION will provide any publications to AgriLife with in thirty (30) days of publication and shall acknowledge AgriLife as the provider of MATERIAL in any such publications.
12. INSTITUTION agrees to provide to AgriLife, provider of MATERIAL, within thirty (30) days of the anniversary of the Effective Date of this Agreement, a written summary of all results obtained from its use of the MATERIAL, and agrees that AgriLife may use such information for its own purposes. Results obtained from testing and evaluations that do not directly use the MATERIAL will remain the property of INSTITUTION. INSTITUTION shall submit its written summary to Dr. Bill Rooney, provider of MATERIAL, with a copy to: Ms. Diane Gilliland, Manager of Research Administration.
13. AgriLife is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the

cognizant agency of the United States Government or written assurances by the Recipient that the Recipient will not export data or commodities to certain countries without advance approval of such agency. AgriLife neither represents that a license will not be required nor that, if required, it will be issued. The Recipient must comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations.

14. AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes AgriLife's right to claim any exemptions, privileges, and immunities as may be provided by law.
15. All MATERIAL provided hereunder should be considered experimental and should be handled by INSTITUTION with appropriate safety precautions. **AGRILIFE MAKES NO OTHER REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES AGRILIFE ASSUME ANY OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF LICENSED PATENTS OR OTHER RIGHTS OF THIRD PARTIES DUE TO INSTITUTION'S ACTIVITIES UNDER THIS AGREEMENT. TO THE EXTENT ALLOWED BY LAW, INSTITUTION HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AGRILIFE FROM ANY AND ALL LIABILITY AND/OR DAMAGES (INCLUDING COST OF DEFENSE) PROXIMATELY CAUSED BY ITS USE OF THE MATERIAL.**
16. Termination by the Parties. INSTITUTION or AgriLife may terminate this Agreement at any time by providing written notice to the other at least thirty (30) days before the termination is to take effect.
17. Notices. Payments, notices, or other communications required by this Agreement shall be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when such carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

(a) If to AgriLife

Ms. Diane Gilliland, Assistant Director for Research Administration
Texas AgriLife Research
2147 TAMU
College Station, Texas 77843-2147
Ph. (979) 845-4781; Fax: (979) 862-7775

(b) If to INSTITUTION:
Kathy Ward
Waksman Institute

190 Frelinghuysen Road
Piscataway, New Jersey
08854-8020
Phone: (732) 445-8548
ward@waksman.rutgers.edu

The representative of AgriLife who will provide MATERIAL on behalf of AgriLife is:

Dr. Bill Rooney
Foundation Seed Building
2474 TAMU
College Station TX 77843-2474
Phone: (979) 845-2151
Fax: (979) 862-1931
Email: wlr@tamu.edu

The representative of INSTITUTION who will receive MATERIAL on behalf of INSTITUTION is:

Martin Calvino
Waksman Institute
190 Frelinghuysen Road
Piscataway, New Jersey
08854-8020
Phone: (732) 445-3801
mcalvino@eden.rutgers.edu

18. Upon expiration or termination of this Agreement, INSTITUTION agrees to destroy or return, at AgriLife's sole election, any MATERIALS in INSTITUTION's possession within thirty days of the date of expiration, and provide AgriLife's with written documentation of the execution of such action. INSTITUTION understands and concurs that AgriLife shall not be responsible for any costs or liabilities incurred by INSTITUTION in the process of evaluating, testing, or destroying MATERIALS or any part thereof.
19. The undersigned by executing this Agreement represents that he/she is authorized on behalf of INSTITUTION to enter into this Agreement for and on behalf of INSTITUTION.
20. This Agreement shall be governed by and construed under the laws and constitution of the State of Texas.
21. This Agreement shall expire two (2) years from the date of which this Agreement was last executed below (the "Effective Date").
22. This Agreement contains the entire understanding of the parties, and supersedes all other written and oral agreements between the parties. This Agreement may be modified or

amended only by a written agreement signed by both parties.

Rutgers University

Jalena
By: Jalena Messing
Title: Director
Date: 8/5/08

Texas AgriLife Research

Bill
By: Dr. Bill McCutchen
Title: Associate Director
Date: _____

Acknowledged by:

obtained separately dg
AgriLife Provider Scientist
By: Bill Rooney
Title: Associate Professor – Department of Soil
and Crop Sciences
Date: _____

APPENDIX A

Initial Here
JTB

Contracts & Grants
Diane Gilliland

Director
E. A. Murano

TLO
MTA
Peterson
ARC -
Grain Crops
Institute

TLO ROUTING SHEET

Log # 00541/08
TAEIS / TCE

Type of Instrument:

Incoming Material Transfer
 Outgoing Material Transfer
 License Agreement
 Confidentiality Agreement

Plant Variety Protection
 Disclosure of Invention
 Other

Fee Required: _____

Sponsor:

ARC - Grain Crops Institute

P.I./Dept.:

G.C. Peterson - Lubbock

SCANNED IN
JAN 29 2008
Acct. # ARC - Grain Crops Institute

DB04 fees

821/23108

INTSORMIL Germplasm Transfer Agreement

This AGREEMENT made this twelfth (12th) day of November, 2007, by and between the Texas Agricultural Experiment Station, (hereinafter "TAES") and ARC-Grain Crops Institute, Potchefstroom, SA (hereinafter "RECIPIENT"; TAES and RECIPIENT, hereinafter "PARTIES").

1. RECIPIENT acknowledges receipt of the materials listed in Appendix A ("MATERIALS").
2. The rights of TAES in GERMPLASM are not waived with the distribution of seeds or plant material to RECIPIENT but remain with TAES. Subject to the terms of this AGREEMENT, TAES grants to RECIPIENT the right to use GERMPLASM for breeding purposes, including the development of new varieties, but excluding the development of hybrids. Should RECIPIENT desire to use GERMPLASM in a hybrid development program, RECIPIENT agrees to contact TAES to obtain authorization before engaging in hybrid development.
3. RECIPIENT shall make no secondary distributions of the GERMPLASM or any portion thereof, including seed, pollen, or other plant parts, to a third party without the written permission of TAES. RECIPIENT further agrees to use all reasonable efforts to protect the plant material(s) covered by this AGREEMENT from secondary distribution and/or unauthorized further propagation, distribution, or sale.
4. It is anticipated that RECIPIENT shall develop new varieties (each a "VARIETY") from GERMPLASM which RECIPIENT shall wish to release to the public. Prior to releasing a VARIETY to the public, RECIPIENT shall notify TAES and shall provide appropriate documentation to TAES to allow for joint release from TAES and RECIPIENT. At the time of a successful joint release, TAES shall grant to RECIPIENT a non-exclusive, royalty free right to use such VARIETY in a geographic region appropriate for the VARIETY and the intended use of the VARIETY by RECIPIENT in accordance with the objectives of INTSORMIL.
5. TAES reserves the right to license or otherwise utilize GERMPLASM and VARIETIES. Any royalties obtained by TAES through licensing of a VARIETY shall be shared equally with RECIPIENT.
6. Should RECIPIENT desire to publish results of research conducted, including scientific and popular press disclosures, under the AGREEMENT using GERMPLASM, RECIPIENT will furnish TAES with a manuscript copy or abstract no less than thirty (30) days prior to submission for publication.
7. Recipient will not use GERMPLASM or any VARIETY for any molecular biology activity with any organization without the express written consent of TAES.
8. RECIPIENT shall submit an annual report to the INTSORMIL Southern Africa Regional Coordinator on RECIPIENT'S use of GERMPLASM.
9. The GERMPLASM is provided "as is", with no warranties expressed or implied, or title or fitness for a particular purpose or warranty. TAES makes no warranty that the use of GERMPLASM will not infringe any patent or proprietary rights of third parties.
10. RECIPIENT will indemnify TAES, protect, defend, and hold TAES harmless from and against any liabilities arising from or occurring as a result of the RECIPIENT'S use of the GERMPLASM.
11. This AGREEMENT, with the rights and privileges it creates, is assignable only with the written consent of both parties.

7.914
+
552.110

12. TAES is an agency of the State of Texas and nothing in this AGREEMENT waives or relinquishes the right of TAES to claim any exemptions, privileges, and immunities as may be provided by law.

13. The laws of the State of Texas govern and determine the validity of this AGREEMENT and all matters related to this AGREEMENT, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction.

14. This AGREEMENT contains the entire understanding of the parties with respect to the matters contained in this AGREEMENT, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this AGREEMENT unless expressly stated in writing.

15. If any provision or provisions of this AGREEMENT is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

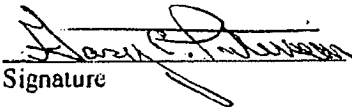
RECIPIENT:
Principal Investigator

Signature Date

Printed Name

Address

TAES:
Breeder Transferring GERMPLASM

 11-27-2007
Signature Date

GARY C. PETERSON
Printed Name

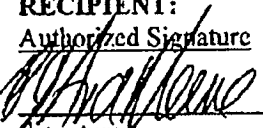
TEXAS AGRIC. EXP. STATION

1102 E FM 1294

LUBBOCK, TX 79403-6603

Address

RECIPIENT:
Authorized Signature

 19/11/07
Signature Date

PJA yb Merwe
Printed Name

R+T Manager

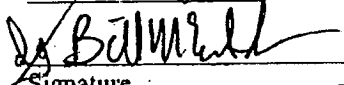
ARC-Grain Crops Institute

1/1 Bag X1251

Potehefstroom

Address

TAES:
Authorized Signature

 12-14-07
Signature Date

Bill McCutchen, Ph.D.
Associate Director
Printed Name

Texas Agricultural Experiment Station
The Agriculture Program Contracts and Grants
2147 TAMU
College Station, TX 77843-2147

Address

Appendix A
 08SCAYRA - Sugarcane Aphid Yield Trials

PLOT	BLOC	ENTRY	SOURCE	PEDIGREE	PL	GR	PE	AW
102	1	2	07L13542 Tegemeo		T	W	0	0
103	1	3	07L13537 Macia		T	W	0	0



221 2 2 07113542 Tegemeo
222 2 2 07113537 Macia

T W 0 0
T W 0 0

318 3 2 0713542 Tegemeo

T W 0 0

321 3 3 0713537 Magia

T W 0 0

103	1	3	06PR399	1	Macia	T	W
104	1	4	05PR406	1	Tegemeo	T	W
105	1	5	06PR398	1	TAM428	P	W
106	1	6	06PR413	1	WN#177	P	W
107	1	7	06PR404	1	SRN39	T	LY
108	1	8	06PR415	1	Eni62/SADC	T	W
109	1	9	06PR419	1	SDSL89426	T	W
110	1	10	06PR420	1	EPSON2-40/E#15/SADC	T	W
111	1	11	05LI390	1	A964	T	W
112	1	12	06LI2661	1	Segaolane	P	W

201 2 2 06PR897 1 CE151 T W

208 2 2 06PR899 1 Macia T W

221 2 1 05LI384 1 Kuyuma T W

231 2 4 05PR405 1 Tegemeo T W

233 2 12 06LI2661 1 Segalane P W
234 2 17 06PR404 SRN39 T LY

243 2 11 05LI390 1 A964 T W

304 3 06PF399 1 Macia T W
305 3 06PF399 1 Macia T W

325 3 10 06PP420 1 EPSON2-40/EH15/SADC

T W

335 3 4 05PR405 1 Tegemeo

T W

W

T

1 SDSL89426

9 06PR419

3

347

3

12

12



* DT, DG
Contracts & Grants
Diane Gilliland

Director
Bill Dugas / Ed Smith

OTC ROUTING SHEET

Log # 0142t/09
Research / Extension

OTC Approval: ✓

Type of Instrument:

Incoming Material Transfer
 Outgoing Material Transfer
 License Agreement
 Confidentiality Agreement

Plant Variety Protection
 Disclosure of Invention
 Other

Fee Required: _____

Sponsor:

Kansas State University

P.I./Dept.:

Dr. Gary Peterson / LUBB

SCANNED IN
OCT 05 2009
Acct # Kansas State University

1001 tres

* DT + DG initialed orig. green sheet

PC 08/12/09 sea 3494 5853 3132

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("Agreement") is made between Kansas State University ("INSTITUTION") an academic and research institution with principal offices at 2 Fairchild Hall, Manhattan, KS 66506-1103, and Texas AgriLife Research ("AGRILIFE"), a part of the Texas A&M University System, having principal offices in College Station, Texas. The parties to this Agreement are collectively referred to as the "Parties" and individually as a "Party."

51.914(1)

RECITALS

WHEREAS,

WHEREAS, INSTITUTION has expertise related to the evaluation of sorghum lines and plans to evaluate the pre-flowering drought tolerance of the MATERIAL; 552.110

WHEREAS, INSTITUTION has requested the MATERIALS, and AGRILIFE is willing to provide the MATERIALS solely for evaluation purposes;

NOW, in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

2. "INTELLECTUAL PROPERTY" means all inventions, discoveries, or tangible materials conceived, reduced to practice, or developed through INSTITUTION'S use of MATERIALS.
3. INSTITUTION acknowledges that the MATERIALS are and remain the valuable and sole proprietary properties of AGRILIFE and ownership in MATERIALS shall be retained by AGRILIFE. INSTITUTION will to the best of its ability utilize the MATERIALS in a manner that serves to protect the proprietary interests of AGRILIFE.
4. INSTITUTION agrees that all MATERIAL received hereunder will be used only for field evaluation and will not be used for other purposes, including but not limited to breeding purposes or for genetic analysis or manipulation.
5. INSTITUTION further agrees that all MATERIAL received hereunder will be used only at the facilities of the INSTITUTION and will not be used, directly or indirectly, for any commercial purpose whatsoever. The INSTITUTION must not transfer or provide materials or any portion thereof to any other organization or individual than as otherwise allowed in this Agreement without the prior written consent of AGRILIFE.
6. INSTITUTION agrees that the MATERIAL received hereunder may not be used in any sponsored research or other research programs if the terms of such program would entitle the sponsor or any third party to any ownership, rights or interest in such research or its results, including any INTELLECTUAL PROPERTY developed through the scope of the work.

7. In the event that INSTITUTION desires to utilize MATERIALS for any uses beyond the scope of this Agreement, the Parties shall first enter into good faith negotiations to establish the terms and the conditions for any such anticipated purposes. Nothing in this Agreement shall be construed as a representation that AGRILIFE may guarantee the grant of such rights.
8. Any publication describing the INSTITUTION'S use of MATERIALS shall acknowledge the source of MATERIAL and INSTITUTION will provide a copy of such publication to AGRILIFE.
9. INSTITUTION will pay for the expenses incurred in handling and shipment of the MATERIALS to INSTITUTION. Such expenses will be paid by INSTITUTION upon receipt of a supporting invoice from AGRILIFE.
10. Within thirty (30) days following the completion of INSTITUTION'S testing of MATERIALS, or the termination or expiration of this agreement, whichever is earlier, INSTITUTION will provide to AGRILIFE a written report of the INSTITUTION'S efforts and results obtained using MATERIAL during the evaluation period. INSTITUTION agrees that AGRILIFE may use such reports and data for its own purposes.
11. AGRILIFE is an agency of the State of Texas and nothing in this Agreement waives or relinquishes AGRILIFE's right to claim any exemptions, privileges, and immunities as may be provided by law.
12. All MATERIAL provided hereunder should be considered experimental and should be handled by INSTITUTION with appropriate safety precautions. **AGRILIFE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES AGRILIFE ASSUME ANY OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES DUE TO INSTITUTION'S ACTIVITIES UNDER THIS AGREEMENT. TO THE EXTENT ALLOWED BY LAW, INSTITUTION HEREBY AGREES TO ASSUME RESPONSIBILITY FOR ALL LIABILITY AND/OR DAMAGES (INCLUDING COST OF DEFENSE) IT INCURS THAT IS PROXIMATELY CAUSED BY ITS USE OF THE MATERIAL.**
13. Termination by the Parties. INSTITUTION or AGRILIFE may terminate this Agreement at any time by providing written notice to the other at least thirty (30) days before the termination is to take effect. All accrued obligations and claims, including claims or causes of action for breach of this Agreement, shall survive expiration or termination of this Agreement.
14. Notices. Notices, reports, or other communications required by this Agreement shall be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when such carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

(a) If to AGRILIFE

Ms. Diane Gilliland, Assistant Director
Texas A&M AgriLife, Contracts and Grants

3000 Briarcrest Drive
Suite 101
Bryan, Texas 77802
Ph. (979) 845-4781; Fax: (979) 862-7775

with a copy to:

Dr. Gary Peterson
Professor
Texas AgriLife Research & Extension Center
1102 E. FM 1294
Lubbock, TX 79403
Ph. (806) 746-4019; Fax: (806) 746-6528
gpeterso@ag.tamu.edu

(b) If to INSTITUTION:


Paul Lowe
Assistant Vice President for Research
KSU
2 Fairchild Hall
Manhattan, KS 66506-1103
Ph. (785) 532-6804
plowe@k-state.edu

15. This Agreement shall expire one (1) year from the date of which this Agreement was last executed below.
16. Upon expiration or termination of this Agreement, INSTITUTION agrees to destroy or return, at AGRILIFE's request, any MATERIALS in INSTITUTION's possession. INSTITUTION understands and concurs that AGRILIFE shall not be responsible for any costs or liabilities incurred by INSTITUTION in the process of evaluating, testing, or destroying MATERIALS or any part thereof.
17. The undersigned by executing this Agreement represents that he/she is authorized on behalf of INSTITUTION to enter into this Agreement for and on behalf of INSTITUTION.
18. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
19. Each Party is and shall remain an independent contractor as long as this Agreement is in effect and neither Party shall act as an agent, legal representative, partner or joint venturer of the other Party for any purpose whatsoever and the employees of one shall not be deemed to be the employees of the other. This Agreement is not intended to restrict or confine either Party in independent development of the underlying plant material, as long as such independent development does not compromise the rights or obligations of the Parties prescribed in this Agreement.
20. This Agreement contains the entire understanding of the Parties, and supersedes all other written and oral agreements between the Parties. This Agreement may be modified or amended only by a written agreement signed by both Parties.

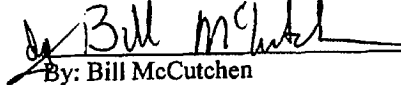
21. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. A waiver of any breach of this Agreement does not waive any other breach of the same or other provision of this Agreement. A waiver is not effective unless made in writing.

The Parties have caused this Agreement to become effective as of the date last provided below.

Kansas State University


By: Paul R. Lowe
Title: Assistant Vice President for Research
Date: 9/3/09

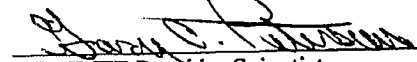
Texas AgriLife Research


By: Bill McCutchen
Title: Associate Director, Texas AgriLife Research
Date: 08/10/09

Acknowledged by:

INSTITUTION Recipient Scientist
Name: Kenneth K. Kofoid, Ph.D.
Title: Associate Professor
Dept: KSU Ag Research Center - Hays, KS
Date: _____

Acknowledged by:


AGRILIFE Provider Scientist
Name: Gary C. Peterson, PhD
Title: Professor
Dept: Texas AgriLife Research - Lubbock
Date: 29 June 2009

Acknowledged by:

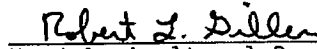

Head-Agricultural Research Ctr-Hays
Name: Robert L Gillen
Date: 8/31/09

Exhibit A

MATERIALS

AGRILIFE experimental All Disease and Insect Nursery (ADIN) sorghum germplasm lines:

6. Macia

9. Malisor 84-7

10. SRN39

11. Sureno

63. Macia
64. Sureno

68. SRN39

74. Malisor 84-7
75. Tegemeo

AGRILIFE experimental Drought Line Test (DLT) sorghum germplasm lines:

4. 1790E
5. R9188
6. Ajabsido
7. CE151-262-A1
8. Segalane
9. El Mota
10. Macia

-
24. SS130
 25. CSM63
 26. KS19
 27. P37-3

77. CE151-262-A1

91. Segalane

92. R9188

110. CSM63

112. CSM63

114. 1790E

115. Macia

116. SS130

122. El Mota

127. P37-3

129. Ajabsido

133. KS19



Office of

TECHNOLOGY COMMERCIALIZATION

RESEARCH MATERIAL DISCLOSURE FORM

Please use the form fields to answer the questions regarding your research material. Complete only one form for each material, or set of materials, that you may want to distribute to others for research purposes.

(attach additional pages as necessary)

1. Research Material Designation (name or label for material):

All Disease and Insect Nursery (ADIN) - 50 entries x 2 replications

Drought Line Test (DLT) - 70 entries x 2 replications

B-/R-Line Observation Nursery - 150 entries x 1 replication

2. Research Material Description:

Germplasm was developed in the Texas AgriLife Sorghum Improvement Program. Each nursery/test contains standard checks (released lines), exotic introductions, and unreleased breeding lines from the AgriLife Sorghum Improvement program at either Lubbock or College Station.

3. Please describe typical and expected uses for this Research Material:

The nurseries/test will be evaluated for pre-flowering drought toleranace at the Kansas State University Agriculture Research Center - Hays. The research will conducted for a grant from the United Sorghum Checkoff Program.

4. Principal Investigator(s):

Gary Peterson

5. List all Texas A&M System creators of the Research Material:

Name	Department	Center System Member
Gary Peterson	AREC - Lubbock	Texas AgriLife Research
Bill Rooney	SCS	Texas AgriLife Research
Darrell Rosenow (ret.)	AREC - Lubbock	Texas AgriLife Research

6. List all other creators of the Research Material Institution / Company / Organization Name



Office of

TECHNOLOGY COMMERCIALIZATION

RESEARCH MATERIAL DISCLOSURE FORM

(attach additional pages as necessary)

7. Identify the grants, contracts, or other sources of funding contributing to the development of the Material. Please provide the grant number, granting entity, as well as the name of the Office and contact person that manages each grant.

Primarily the INTSORMIL collaborative research support program funded different grant numbers by the United States Agency for International Development.

8. Were these materials originally created using A&M facilities and resources?

Yes No If No, please explain below.

The germplasm is from two sources - germplasm from A&M research during the part 50 years or introductions from other countries.

9. Does this material relate, in whole or in part, to any disclosure previously submitted or anticipated for submission in the future, to the Office of Technology Commercialization?

Yes No If Yes, please provide details below.

10. Does the Research Material incorporate materials that have been provided by a third party?

Yes No If Yes, please identify the providers of the other materials.

Some of the materials was obtained from other countries.

11. Do you anticipate any commercial entities having interest in this material?

Yes No

If yes, please identify any that have expressed interest and check if this disclosure is being submitted specifically in response to that entities' interest.

Unknown

12. Supporting Documents:

Please attach any documents relevant to this material and that may be important for our consideration, e.g., publications, Material Transfer Agreements, etc.

By typing my name below and emailing this completed form to mta@tamu.edu using my [tamu.edu](mailto:mta@tamu.edu) email account, I certify that the above information is complete and accurate.

Gary C. Peterson
Principal Investigator

June 4, 2009
Date

Answer all questions on this form and email to the Office of Technology Commercialization at mta@tamu.edu

The Texas A&M University System
Material Request Form

1. Name of Your Organization Kansas State University	6. Type of Organization (check one) <input type="checkbox"/> For Profit Organization <input checked="" type="checkbox"/> University or Non-Profit Organization <input type="checkbox"/> Government Agency <input type="checkbox"/> Other
2. Check the box if your organization is a signatory of the UBMTA: <input type="checkbox"/>	
3. Name and title of person requesting material Dr. Ken Kofoid	7. Name of contact for contractual matters Paul Lowe
4. Email address: kkofoid@k-state.edu	8. Email address: plowe@k-state.edu
5. Phone number: 785-625-3425	9. Phone number: 785-532-6804
10. Material Requested (please identify quantities requested; attach additional pages as necessary) Sorghum - ADIN, DLT, and BRON nurseries. Approximately 500 seeds of each line	
11. Material Creator (if known) Dr. G.C.Peterson	
12. Intended Use (attach additional pages as necessary) Screening for pre-flowering drought tolerance	
13. Does the intended use include the development of commercial products? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Requested duration of MTA 1 year	17. Date Materials Needed June 10, 2009
15. Shipping Address KSU- ARCH 1232 240 th Ave Hays KS 67601	18. Organization Main Address KSU-ARCH 1232 240 th Ave Hays KS 67601
16. Special Instructions	19. Billing Address KSU-ARCH 1232 240 th Ave Hays KS 67601
Questions? Please contact MTA@tamu.edu for assistance. After completing this form, please return to the Office of Technology Commercialization. Our office will contact you regarding your request.	
Via email: MTA@tamu.edu Via fax: (979) 845-1402	Via mail: Office of Technology Commercialization 3369 TAMU College Station, TX 77843-3369

v. 1.2 / November 11, 2008

DESIGN

PLCI GRCL

PERIAWNS

1790E	P W	0 0
R9188	P W	1 0
Ajabsido	P W,UC	1 0
CE151-262-A1	T W	0 0
Segaolane	P W	0 0
El Mota	P W,UC	1 0
Macia	T W	0 0

SS130

CSM63

KS19

P37-3

P W,YE	0 0
RP W	1 0

Segaolane
R9188

P W 1 0

CSM63 P LR 0 0

CSM63

1790E P W 0 0

Macia T W 0 0

SS130 P R 0 1

El Mota P W,UC 1 0

P37-3 RP W 1 0

KS19 P W,YE 0 0

PLOT	BLOENTRY	SOURCE	DESIGN	DESIGN1
105	1	5 08LI10164,65	Tegemeo	05_225_Tegemeo
106	1	6 08LI10165,66	Macia	06_213_Macia
109	1	9 08LI10171,72	Malisor 84-7	09_224_Malisor 84-7
110	1	10 08LI10173,74	SRN39	10_218_SRN39

213	2	6	08LI10165,66	Macia	06_106_Macia
214	2	11	08LI10175,76	Sureno	11_111_Sureno
218	2	10	08LI10173,74	SRN39	10_110_SRN39
224	2	9	08LI10171,72	Malisor 84-7	09_109_Malisor 84-7
225	2	5	08LI10164,65	Tegemeo	05_105_Tegemeo