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AND RECIPIENT OF BIOLOGICAL MATERIALS

Biological materials to which this Agreement applies:

and any progeny or unmodified derivatives thereof and any related information or material supplied in connection therewith by Salk (the "Biological Materials"). Salk retains ownership of Biological Materials, including any Biological Materials contained or incorporated in modifications. Ownership of modifications and derivatives of Biological Materials will be determined in good faith by the parties hereto depending upon the parties' relative contributions to the creation of said modifications and derivatives.

We are pleased to provide Institution with the Biological Materials, from the PLANT BIOLOGY LABORATORY (Dr. Detlef Weigel) of Salk, subject to terms contained herein.

1. The Biological Materials will be used for non-commercial research purposes only in Scientist's laboratories located at the Institution identified below. All applicable NIH guidelines will be followed. The Biological Materials will not be used for testing in or treatment of humans.
2. The Biological Materials will not be distributed further to third parties (inside or outside the Institution) for any purpose without the prior written consent of Salk. Modifications or derivatives may be distributed for noncommercial research purposes only under an agreement at least as protective of Salk's rights as this agreement. Written consent from Salk is required to distribute modifications or derivatives for commercial research purposes and Salk and Institution shall enter into an agreement concerning distribution of any revenues generated.
3. Nothing in this Agreement grants any rights under any patents or in any know-how of Salk nor any rights to use the Biological Materials or modifications or derivatives to the extent owned by Salk for profit-making or commercial purposes such as, but not limited to, production, sale, screening or drug design .
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If this is acceptable to you, please sign and return the original of this letter and we will make immediate shipment.

THE SALK INSTITUTE FOR BIOLOGICAL STUDIES
10010 North Torrey Pines Road La Jolla, CA 92037

By _____
Office of Technology Management

Accepted and agreed to this _____ day of _____, 200

Signature of Scientist

Name Printed

Title

Institution

Address

Telephone

**THIS FORM IS NOT CONSIDERED
COMPLETE UNLESS SIGNED BY AN
OFFICER OR OTHER AUTHORIZED
REPRESENTATIVE OF THE
INSTITUTION.**

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