



Complete and fax to:
 "Attn: Kyria Boundy-Mills," 530.752.4759
 Or mail to: Kyria Boundy-Mills, Food Science and Technology,
 One Shields Ave, UC Davis, Davis CA 95616 USA
 Contact: KLBMILLS@UCDAVIS.EDU, phone 530.754.5575
 Web: www.phaffcollection.org

**MATERIAL TRANSFER AGREEMENT
 (TO NON-PROFIT ORGANIZATIONS)**

In response to the RECIPIENT's request for the YEAST STRAINS identified in Exhibit A from the Herman J. Phaff Yeast Culture Collection of The Regents of the University of California, as represented by its Davis campus ("THE REGENTS"), THE REGENTS asks that RECIPIENT agrees to the following:

1. The YEAST STRAINS are the property of THE REGENTS and/or other donors. The YEAST STRAINS are made available as a service to the research community.
2. THESE YEAST STRAINS ARE NOT FOR USE IN HUMAN SUBJECTS.
3. The YEAST STRAINS will be used for teaching or research purposes only. The number and kinds of screening tests undertaken, as described in Exhibit A, shall be at the sole discretion of RECIPIENT.
4. The YEAST STRAINS will not be further distributed to others. The RECIPIENT shall refer any requests for the YEAST STRAINS to THE REGENTS. To the extent supplies are available, THE REGENTS agrees to make the YEAST STRAINS available, under a separate material transfer agreement to other scientists for teaching or research purposes only.
5. The RECIPIENT shall acknowledge the source of the YEAST STRAINS in any publications reporting use of it. In publications, RECIPIENT will cite the source of the YEAST STRAINS as "Phaff Yeast Culture Collection, University of California, Davis", and include the original strain identification number.
6. Any YEAST STRAINS delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE REGENTS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE YEAST STRAINS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the YEAST STRAINS.
7. RECIPIENT holds any such YEAST STRAINS as a bailment and acknowledges that title to YEAST STRAINS has not been transferred.
8. The RECIPIENT will use the YEAST STRAINS in compliance with all applicable statutes and regulations.
9. RECIPIENT shall pay THE REGENTS the sum indicated in Exhibit A. Payment is to be made by check or electronic transfer, in U.S. dollars. Checks are made payable to "The Regents of the University of California" with "Phaff Yeast Culture Collection" annotated in the notes portion of each check, and remitted to: Food Science and Technology University of California, Davis, One Shields Avenue, Davis, CA 95616, Attention: Kyria Boundy-Mills, Ph.D.

The RECIPIENT and RECIPIENT SCIENTIST must sign this letter and return one signed copy to THE REGENTS. THE REGENTS will then send the YEAST STRAINS.

AGREED BY RECIPIENT

Authorized Official

By _____
 Name _____
 Title _____
 Date _____

Acknowledged and Understood

RECIPIENT SCIENTIST

By _____
 Name _____
 Title _____
 Date _____

Exhibit A

Check one:

- Academic institution (\$100 per strain). Name: _____
- Government agency (\$100 per strain). Name: _____

NUMBERS AND KINDS OF SCREENING TESTS

Please describe proposed screening tests:

Order date	Customer PO number

ACCOUNT INFORMATION

	Shipping	Billing
First name		
Last name		
Address		
City		
State		
Country		
Postal code		
Email address		
Phone		
Fax		

STRAIN INFORMATION

ID number	Species	Total cost (\$US)
		\$
TOTAL		\$