

Mountain Horticultural Crops
Research and Extension Center
455 Research Drive
Mills River, NC 28759
828.684.3562 (phone)
828.684.8715 (fax)

Instructions for Completing the Hybrid Parental Use Agreement

1. Complete two copies of the Agreement. Requests for more than one line can be listed on the same form.
2. Sign both copies.
3. Send both signed copies to

Address for US Postal Service

Office of Technology Transfer
Campus Box 8210
North Carolina State University
Raleigh, NC 27695-8210

***OR* Address for FedEx or Other Carrier**

Office of Technology Transfer
North Carolina State University
Corporate Research I
1021 Main Campus Drive
Raleigh, NC 27606

4. For additional information on the Agreement

Phone: 919.515.7199

Fax: 919.515.3773

5. For additional information about the tomato seed, contact Dr. Dilip Panthee or Dr. Randy Gardner:

Mountain Horticultural Crops Research and Extension Center

455 Research Drive

Mills River, NC 28759

Phone: 828.684.3562

Fax: 828.684.8715

Email: dilip_panthee@ncsu.edu

Email: randy_gardner@ncsu.edu

F₁ HYBRID PARENTAL USE AGREEMENT

NC _____ Tomato Breeding Line

Between:

Company:	_____	North Carolina State University
Street/PO Box:	_____	Office of Technology Transfer
City, State, Zip:	_____	Campus Box 8210
Contact Name:	_____	Raleigh, NC 27606
Contact Email:	_____	Phone: 919.515.7199
Phone:	_____	Fax: 919.515.3773
Fax:	_____	

NORTH CAROLINA STATE UNIVERSITY, ("NCSU"), grants to _____, ("Company"), an exclusive license for use of NC _____ as a parental line in production of the F1 hybrid _____.

TERMS OF AGREEMENT:

A. The Company:

1. Will increase and maintain seed of NC _____ used in the production of _____.
2. Must insure that seed, plant parts, or fruit of NC _____ are not distributed to any third party without written authorization from NCSU.
3. May not use NC _____ or any related information pertaining to this line to seek or obtain patent protection or plant variety rights or any other intellectual property protection for this genotype, or F₁ hybrids with this genotype, either within the United States of America or any country outside the United States of America, nor may the Company allow any third party to do so.
4. Will pay a royalty of 5% of the total seed sales of F₁ hybrid tomato _____. The royalty will be paid annually by January 31 for all seed sales for the previous calendar year. Payment must be made to the North Carolina Foundation Seed Producers, Inc. (NCFSPI).
5. Must make available to NCSU upon request and during reasonable business hours its records on production and sales of hybrid tomato seed of _____.
6. Understands and agrees that any additional F₁ hybrids using NC _____ as a parent will require a separate agreement from NCSU for commercial seed production and sales for each hybrid.

B. NCSU:

1. Grants to the Company an exclusive license for the use of NC _____ as a parental line for seed production of _____.
2. Releases NC _____ to all legitimate commercial entities who negotiate written agreements with NCSU to use it for development, seed production, and sales of approved F₁ hybrid combinations.
3. Will, to the extent reasonably possible, maintain the confidentiality of information that is 1) reduced to writing and marked by the Company as the Company's proprietary and confidential information and 2) which pertains to the use of NC _____ as a parental line and seed sales for hybrid tomato _____. NCSU's confidentiality obligations, as set forth in this paragraph 3, do not apply to any information, knowledge, data and/or know-how which is:
 - (a) already known to the receiving party at the time of the disclosure;
 - (b) publicly known without the wrongful act or breach of this agreement by the receiving party;
 - (c) rightfully received by the receiving party from a third party on a non-confidential basis;
 - (d) subsequently and independently developed by employees of the receiving party who had no knowledge of the INFORMATION by written records;
 - (e) approved for release by written authorization of the disclosing party;
 - (f) required to be disclosed by law, e.g., the NC Public Records Act (GS Chapter 132), or judicial action.

C. Conditions:

1. This Agreement is effective as of _____, and remains in effect for a period of five (5) years, unless earlier terminated under items C-2 or C-3 below.
2. The Company may terminate this Agreement at any time on thirty (30) days written notice to NCSU. Upon termination under this provision, the Company must stop seed production and must pay royalties on all seed sold and all seed on hand at the termination date.
3. If the Company materially breaches any of its obligations under this Agreement, NCSU may terminate this Agreement immediately upon giving written notice to the Company.
4. The terms and conditions as set forth have been read carefully before execution. This Agreement shall be executed in duplicate, but shall not be binding on either party until signed and accepted by both parties.
5. This Agreement is governed by and must be interpreted in accordance with North Carolina Law, without reference to its conflict of laws provisions. All litigation arising out of this Agreement, its interpretation or performance must be in Wake County Superior Court or in the US District Court for the Eastern District of NC, and the parties consent to the jurisdiction of those courts.

AGREEMENT APPROVAL:

FOR: _____ COOPERATING TOMATO BREEDER

BY: _____

TITLE: _____

DATE: _____

FOR NORTH CAROLINA STATE UNIVERSITY
OFFICE OF TECHNOLOGY TRANSFER

FOR: THE NORTH CAROLINA AGRICULTURAL
RESEARCH SERVICE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CONCURRED BY:

THE NORTH CAROLINA FOUNDATION
SEED PRODUCERS, INC.

BY: _____

TITLE: _____

DATE: _____