**Example 1:**

Apple Advocacy Alliance

123 Sigma Rd.

Bravo Town, WA 99110

Washington State University

Lighty 280, PO Box 641060

Pullman, WA 99164-1060

Dear Mr. Nordquist:

We are happy to inform you that the proposal entitled, “Analysis of Apple seed varietals”, submitted on behalf of Professor Roy Hinkley, has been approved for funding at the originally proposed amount of $60,000. Please provide banking information for the transfer of funding. To confirm your acceptance of this award, please sign below where indicated and return to me.

Upon completion of the project, the final report may be submitted to the address listed above.

Sincerely,

Mr. Robert Langdon

For Washington State University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dan Nordquist Date

**Example 2:** PLANT MATERIAL TRANSFER/CONFIDENTIALITY AGREEMENT

Between

**ORGANIZATION**

(hereinafter - “**Provider**”)

and

**Washington State University** **(WSU)**

 (hereinafter - “**Recipient**”)

This agreement serves to acknowledge that the Provider, as the owner of the Plant Material as defined herein below, is hereby willing to transfer the Plant Material to the Recipient under the terms of this Agreement.

The Recipient wishes to obtain the Plant Material through their representative, Dr. Roy Hinkley, Washington State University provided that the Plant Material and related information are used solely for the purpose specified in this agreement below and subject to its terms and conditions.

1. Definitions

 **“Plant Material”** shall mean breeder’s lines of PLANT in the quantity of ca. 50 accessions

 **“Testing area”** shall mean greenhouses and lab facilities at the WSU Mount Vernon.

 **“Testing Period”** shall mean the period starting on October 2016 and ending on July 2017

 **“Confidential Information”** shall mean all information pertaining to or connected with the Plant Material or its derivatives which is disclosed by the Provider in a hard or electronic copy and marked or conveyed verbally as “confidential”, “proprietary” or by similar designation and all other information and documents not so marked, but which the recipient believes or reasonably should believe are confidential or proprietary information of the Provider. Confidential Information shall include preparation methods/practices/techniques and/or processes, analysis results, trade secrets, and all other compilations or information which relate to the use, application or provision of the Plant Material and/or derivatives, or to the business of the Provider.

1. Purpose

 The Provider, as the owner of the Plant Material and any mutation and / or variety which may be created therefrom, will provide the Recipient with the Plant Material for the sole purpose of conducting field tests, greenhouse tests, or laboratory trials, or small-scale processing trials, with a view to evaluating the Plant Material in the Testing Area as specified above.

1. Transfer of the Plant Material

 3.1 The Provider shall transfer the Plant Material and necessary documentation to the Recipient’s representative according to the Recipient’s request.

 3.2 For the avoidance of doubt, the transfer of the Plant Material does not in any way constitute a license, or represent an implied license from Provider to Recipient to propagate Plant Material, sell it for commercial purpose or use it in any other way.

1. Confidentiality obligations

The Recipient acknowledges that the Confidential Information is a valuable proprietary asset of the Provider and, for the term of this agreement and thereafter, shall-

 4.1 Maintain the Confidential Information in secret and use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own most valued Confidential Information.

 4.2 The Recipient shall NOT disclose the Confidential Information to any third party without the prior written consent of the Provider and without first obtaining from each such person or entity a confidentiality agreement approved by the Provider.

 4.3 The Recipient shall NOT print or copy, in whole or in part, or otherwise use or dispose of any document or magnetic media containing any of the Confidential Information without the prior written consent of the Provider.

 4.4 The Confidential Information shall NOT be used to file a patent application or any other type of intellectual property protection application in any country or to provoke an interference with any such application filed by the Provider.

 4.5 Upon the termination of this Agreement, or at the Provider’s request, the Recipient shall return to the Provider all materials in whatever form (including copies) comprising or including the Confidential Information.

1. Restrictions on access and use

 5.1 The Recipient hereby states that the use of the Plant Material will be only for the Purpose as specified in this Agreement above and in compliance with all applicable laws, relevant governmental regulations and guidelines including, but not limited to, Plant breeder’s right law and UPOV convention,.

 5.2 The Recipient shall NOT sell or otherwise distribute the Plant Material to any third party for any purpose during term of Agreement and thereafter.

 5.3 The Recipient shall NOT, without prior written consent of the Provider, reproduce Plant Material or any mutation or variety which may be created during the Testing Period, nor propagate therefrom nor use it for propagation purposes, nor for the best of its ability permit others to do so; Nor will the Recipient use any of the above for breeding purposes as a male or female parent.

 5.4 The Recipient shall use its best efforts to preserve the condition of the Plant Material and prevent unauthorized persons from obtaining any Plant Material and Information.

 5.5 The recipient shall not use the Plant Material and/or Information for any commercial purpose. The transfer of Plant Material to the Recipient does not in any way constitute a license or represents an implied license from Provider to Recipient to make, use and/or propagate the Plant Material.

1. Recipient’s obligations

 The Recipient will enable the Provider to visit the Testing Area, subject to a pre notice of 14 working days. The Recipient shall furnish the Provider with report on plant development, testing procedure and results.

1. Breach

 A breach of any of the provisions of sections 5 and 6 of this agreement shall entitle the Provider to a penalty of US $10.000. The aforesaid in this section shall not derogate nor limit the Provider's rights in taking any legal cause of action available under any law.

1. Disclaimer

 The Provider hereby states and the Recipient hereby acknowledges that the Plant Material hereby provided is experimental in nature, and though it has been tested successfully in Israel, is provided without any warranties.

1. Termination

 9.1 The Provider shall be entitled, on 30 days written notice, to terminate this Agreement and claim damages and/or any other remedy. For removal of doubt, termination of this Agreement for any reason shall not relieve the Recipient from its obligations under this Agreement which occur or are due. The Provider shall also be entitled to enforce any or all of the provisions of this Agreement by injunctive or other equitable relief ordered by any court of competent jurisdiction.

 9.2 Upon completion or termination of the Testing period, the Recipient undertakes to immediately destroy all Plant Material or derivatives in his possession, according to the Provider's instructions.

1. Liability

 The Recipient accepts full liability for any damage or losses of any kind caused to a person or entity and will indemnity the provider from any claims or demands.

1. Miscellaneous

 11.1 This Agreement shall be governed and construed in accordance with the laws of Israel and the district courts of Tel-Aviv district will have jurisdiction upon this agreement

 11.2 This Agreement does not exhaust the terms and conditions for the parties' Collaboration and represents preliminary understandings only. All terms and conditions for the parties' Collaboration shall be defined and detailed in a commercial License Agreement which shall be based, inter alia, on the preliminary understandings as stated above in this Agreement.

 11.3 This Agreement is not assignable by the Recipient to any third party.

IN WITNESS WHEREOF, the parties hereto have respectively caused this agreement to be signed by their duly authorized representatives on the day herein before set forth.

 For and on behalf of the Recipient

Today, the \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016

For and on behalf of the Provider For and on behalf of the Recipient

Principal Investigator

Professor Lucy Jaggat

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Head of R & D Applications

Gavin Belson

Professor

Roy Hinkley

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director, WSU Mount Vernon NWREC

Mr. Robert Langdon

Example 3: **DEVELOPMENT AGREEMENT**

 **This Development Agreement** (this **“Agreement”**) is made as of [date] (**“Effective Date”**) by and between Sponsor Corp.**,** a Delaware corporation having a place of business at 1 Rocket Road, Anytown, AA 90000 (**“Company”**), and Washington State University (**“Consultant”**) (each a “Party” and together the “Parties”). Company desires to retain as an independent contractor to perform services for the Company and Consultant is willing to perform such services on terms set forth more fully below. In consideration of the mutual promises contained herein, the Parties agree as follows:

**Engagement of Services.** Consultant agrees to provide services to Company as described in **Attachment A** attached hereto (collectively, the **“Services”**). Consultant may not subcontract or otherwise delegate its obligations under this Agreement without Company’s prior written consent.

**Compensation.** As sole compensation for the performance of the Services, Company will pay to Consultant the fee specified in **Attachment** **A** hereto. Payment of Consultant’s fees will be in accordance with the terms and conditions set forth below and in **Attachment** **A**.

Consultant shall invoice Company in accordance with Attachment A. Invoices shall include payment instructions and be submitted electronically to invoices@sponsorcorp.com and/or sent to:

Accounts Payable

Sponsor Corp.

1 Rocket Road,

Anytown, AA 90000

Payments shall be made net sixty (60) days of Company’s receipt of Consultant’s invoice, unless such invoice is disputed by Company in good faith.

**Independent Contractor Relationship.** Consultant’s relationship with Company will be that of an independent contractor. Because Consultant is an independent contractor, Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain worker’s compensation insurance on Consultant’s behalf, or withhold state and federal income taxes from its payments to Consultant. Consultant accepts exclusive liability for complying with all applicable state and federal laws governing self-employed individuals and agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest.

**Trade Secrets; Intellectual Property Rights.**

**Proprietary Information.** The Parties each agree during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold each other’s proprietary and confidential information in trust and strict confidence in accordance with the Mutual Nondisclosure Agreement entered into between the parties on [date].

**Third Party Information.** Consultant understands that Company might have received and may in the future receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. Consultant agrees to hold Third Party Information in confidence and to use such Third Party Information only in connection with Consultant’s work for Company as set out in this Agreement, unless expressly authorized in writing by an authorized representative of Company.

**No Conflict of Interest.** Consultant agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Consultant’s obligations under this Agreement or the scope of services rendered for Company. Consultant warrants that to the best of its knowledge, there is no other existing contract or duty on Consultant’s part inconsistent with this Agreement. Consultant agrees not to disclose to Company, or bring onto Company’s premises, or induce Company to use any confidential information that belongs to anyone other than Company or Consultant.

**Work Product.** As used in this Agreement, the term “**Work Product**” means all work product, deliverables, information, data, discoveries, concepts, ideas, inventions (whether or not patentable), developments, designs, know-how, trade secrets, improvements, works of authorship, reports, documents, computer programs, source and object code, mask works and any other materials solely or jointly conceived, written, created, prepared, made, reduced to practice, or learned by Consultant in the course of any Services performed for Company and all Intellectual Property Rights (defined below) related to and contained therein. Consultant agrees to disclose all Work Product to Company promptly and in writing. Consultant agrees that any and all Work Product shall be the property of Company. “**Intellectual Property Rights**” means all trade secret, copyright, trademark, mask work, patent and moral rights, and all other intellectual property or proprietary rights recognized by the laws of any country.

**License of Patent.** Consultant grants Company a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, prepare derivative works and otherwise use any Consultant pre-existing Intellectual Property incorporated into any Work Product delivered to Company under this Agreement, and the right to allow others to do the same, solely as incorporated into such Work Product. This license will be deemed revoked if Company terminates this Agreement for its convenience. This license shall remain in effect if Consultant files or has filed against it a petition in bankruptcy, becomes insolvent, or suffers a material adverse change in financial condition, regardless of whether the Agreement is therefore terminated.

**Termination.**

**Default.** Company, by written notice, may terminate this Agreement for default, in whole or in part, if Consultant (i) materially fails to comply with any of the terms of this Agreement; (ii) fails to make progress so as to endanger performance of this Agreement; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Consultant shall have ten (10) days (or such longer period as Company may authorize in writing) to cure any such failure after receipt of notice from Company. Consultant shall continue all Services not terminated or cancelled. Default involving bankruptcy or adverse change in financial condition shall not be subject to the cure provision. Following a termination for default of this Agreement, Consultant shall be compensated only for Services actually delivered and accepted. Upon the occurrence and during the continuation of a default, Company may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Agreement. If after termination for default under this Agreement, it is determined that Consultant was not in default, such termination shall be deemed a termination for convenience.

Consultant, by written notice, may terminate this Agreement for default if Company materially fails to comply with any terms of this Agreement. Company shall have ten (10) days to cure any such failure.

**Termination for Convenience.** Company reserves the right to terminate this Agreement, or any part hereof, for its convenience. Company shall terminate by delivering to Consultant a notice of termination specifying the extent of termination and the effective date. In the event of such termination, Consultant shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Agreement, Consultant shall be paid a percentage of the fees set out in Exhibit A reflecting the percentage of the Services performed prior to the notice of termination, plus reasonable charges Consultant can demonstrate to the satisfaction of Company using its standard record keeping system have resulted from the termination. Consultant shall not be paid for any Services performed or costs incurred following such termination that reasonably could have been avoided. In no event shall Company be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total fees set out in Exhibit A. Consultant’s termination claim shall be submitted within forty-five (45) days from the effective date of the termination. Consultant shall continue all Services not terminated.

**Noninterference with Business.** During the term of this Agreement and for a period of one (1) year immediately following termination of this Agreement, Consultant agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual, or other relationship with Company.

**Return of Company Property.** Upon termination or expiration of the Agreement or earlier as requested by Company, Consultant will deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Work Product, Third Party Information, or Proprietary Information of Company.

**Survival.** Sections 4, 5.3, 5.4, 5.5, 6, 7, 9 and 10 shall survive termination of this Agreement.

**Indemnification**. Consultant agrees to indemnify, defend and hold harmless Company and its directors, officers and employees from and against all claims, taxes, losses, damages, liabilities, costs and expenses, including attorneys’ fees and other legal expenses (“**Losses**”), arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or its assistants, employees, subcontractors, or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by Consultant or its assistants, employees or agents of any of the covenants or warranties contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or alleged violation of a third party’s rights (including without limitation infringement of copyright or patent rights, or misappropriation of trade secrets) resulting in whole or in part from Company’s use of the Work Product of Consultant under this Agreement.

**Representations and Warranties.** Consultant represents and warrants that: (a) Consultant has the full right, authority, and competency to enter into this Agreement and perform its obligations hereunder, (b) Consultant has the right and unrestricted ability to license the rights as set forth in Section 4, and (c) the Work Product shall be performed in a good and workmanlike manner and shall not infringe, misappropriate or otherwise violate any confidential or proprietary information, copyright, moral right, patent, trademark, trade secret, mask work, right of publicity or privacy, or any other worldwide intellectual property or proprietary right of any entity, whether contractual, statutory or common law.

**Export/Import Control**

Consultant agrees to comply with all applicable U.S. export and import control laws and regulations, specifically including, but not limited to, the requirements of [laws and regs]; including the requirement for obtaining any export or import license or other written authorization, if applicable. Without limiting the foregoing, Consultant agrees that it will not transfer any export-controlled item, data, or services, to include transfer or disclosure (including oral or visual disclosure) to any foreign person employed by or associated with, or under contract to Consultant or Consultant's lower-tier suppliers (whether in the United States or abroad), without the authority of an export license, agreement, or applicable exemption or exception.

Consultant agrees to notify Company if any deliverable under this Agreement is restricted by export control laws or regulations.

Consultant shall immediately notify a Company authorized representative if Consultant is, or becomes, listed in any Denied Parties List or if Consultant's export privileges are otherwise restricted, suspended or revoked in whole or in part by any U.S. Government entity or agency.

Consultant shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Consultant, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

**General Provisions.**

**Release of Information.** No public release of any information with respect to this Agreement or the subject matter hereof, will be made by Consultant without the prior written approval of Company.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**Assignment.** This Agreement may not be assigned by Consultant without Company’s consent, and any such attempted assignment shall be void. Company may assign this Agreement, and any duties and rights hereunder, to any entity that directly or indirectly controls, is controlled by, or is under common control with Company.

**Notices.** All formal notices under this Agreement must be in writing and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the Party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when the original and any copy is received by the Party to whom notice is given, as evidenced by written and dated receipt of the receiving Party. Other requests and communications may be submitted through electronic means to the relevant individual(s) of the other Party including the Technical Point of Contact for each Party identified in Exhibit A.

**Governing Law**  This Agreement will be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

**Applicable Laws**. Consultant, in the performance of this Agreement, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Consultant shall procure all licenses/permits, and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. If, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Consultant, its officers, employees, agents, suppliers, or subcontractors at any tier: (i) Company's contract price or fee is reduced; (ii) Company's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Company; or (iv) Company incurs any other costs or damages; Company may make a reduction of corresponding amounts (in whole or in part) owed under this Agreement or any other contract with Consultant, and/or may demand payment (in whole or in part) of the corresponding amounts. Consultant shall promptly pay amounts so demanded.

**Injunctive Relief.** A breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to Company for which there is no adequate remedy at law, and Company is therefore entitled to injunctive relief as well as such other and further relief as may be appropriate.

**Waiver.** No waiver of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right. Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement. A waiver must be provided in writing by an authorized representative of Company or Consultant to be effective.

**Entire Agreement.** This Agreement, and any attachments, either enclosed herein or incorporated by reference, represent the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Services undertaken by Consultant for Company.

**Counterparts.** This Agreement may be executed in counterparts and may be exchanged by facsimile or electronically scanned copy exchanged via email, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

 **In Witness Whereof**, the Parties have caused this Consulting Agreement to be executed by their duly authorized representatives.

**SPONSOR CORP.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WASHINGTON STATE UNIVERSITY,**

**DEPARTMENT OF SCIENCE**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_