

**SHARE-ALIKE SUPPLEMENT  
TO  
STANDARD MATERIAL TRANSFER AGREEMENT**

*Draft 12 MAR. 2026*

This Share-Alike Supplement to Standard Material Transfer Agreement (“Supplement”) dated and effective DATE (“Effective Date”), is between RECEIVING ENTITY (“Recipient”), a TYPE OF ENTITY and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison College of Agricultural and Life Sciences (“Provider”), a public educational institution of the State of Wisconsin, located at 21 N. Park Street, Suite 6301, Madison, WI 53715. The Recipient and Provider are each referred to herein as a “Party” and together as the “Parties”.

**PREAMBLE**

Whereas, the Parties have entered into a Standard Material Transfer Agreement (“SMTA”) under the International Treaty on Plant Genetic Resources for Food and Agriculture (“Treaty”) as of the Effective Date, and

Whereas, the Material referred to in the SMTA means maize (*Zea mays*) inbred and hybrids. The SMTA and this Supplement are made in recognition of the Indigenous farmers of Oaxaca, Mexico, who originally developed the seeds from which the Material was derived. Those farmers gifted their seeds freely. In reciprocity for that gift, this Supplement seeks to respect, honor, and uphold the spirit in which the seeds were first shared. Under these terms, Recipients of the Material are free to use the Material in any way they choose, as long as they provide the same freedoms to all subsequent Recipients of the Material or its derivatives. Specifically, Recipients have the right to save, exchange, improve, and sell the Material provided that they grant those same rights to others.

**TERMS**

1. Use of Material.
  - a. Provider is providing the Materials to Recipient, and Recipient accepts them, under the terms of this Agreement for the purposes of improving agricultural productivity, enhancing biodiversity, acknowledging and honoring the contributions of farmers and Indigenous peoples, and supporting sound and sustainable practices on this planet.

- b. Subject to the terms of this Agreement, Recipient has the right to make any modification, improvement, derivative, variant, hybrid or other version of the Materials (“Modification”), and to produce plants, grain, biomass, tissue, cells, pollen, seed, progeny, DNA, extracts and other tangible products of or from the Materials and Modifications (“Outputs”).

2. Scope of Use

- a. The Materials are provided to Recipient for use in any commercial or non-commercial application, including the development and testing Modifications and the generation of Outputs, provided that Recipient shall not use, transfer or reproduce the Material for any purpose that is in violation of any applicable law or regulation.

3. Acknowledgement

In any paper, article, presentation, documentation, disclosure, post, or other written or graphic description of any Material, Modification or Output (“Publications”), Recipient shall include a conspicuous written acknowledgement of Provider’s provision of the Materials, and of the original provision of the Material by indigenous farmers from Oaxaca, Mexico.

4. Non-Enforcement

Recipient shall not enforce against any third party or seek to license for monetary compensation any patent, plant variety, trade secret, copyright and other intellectual and industrial property rights (“IPR”) embodied in the Material or any Output or Modification. For the avoidance of doubt, the foregoing restriction shall not prohibit Recipient from selling or transferring for monetary compensation any tangible Output (i.e., selling seeds). However, the terms of such sales shall not seek to capture for Recipient any portion of the purchaser’s revenue or profits derived from the Output through reach-through or other forms of royalties, other than through the one-time, up-front purchase price of such Output sold by Recipient.

5. Terms on Transfer

Subject to the requirements of Clause 4 above, Recipient shall ensure that any person or entity (“Transferee”) to which it sells, assigns, transfers, loans, gives, donates or otherwise provides any tangible Material, Modification or Output, or to which Recipient licenses, without monetary compensation, any IPR in or to any Modification or Output (“Transfers”), agrees, prior to receiving any such Material, Modification, Output or license, to comply with all terms of this Agreement as though the Transferee were Recipient. To be clear, for any further distribution of the Material or its derivatives, Recipients are required to make those distributions under the same terms and conditions given in this MTA.

6. Disclosure

Neither this Agreement nor the fact of Provider's provision of the Material to Recipient is confidential and either party shall be free to disclose such information to the public.

7. Terms Supplemental to SMTA. The Parties agree that the terms of this Supplement shall be in addition to, and shall not replace or override any terms of the SMTA. In the event of any inconsistency between the terms of this Supplement and the SMTA, the terms of the SMTA shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by a duly authorized representative on the dates hereafter set forth.

*[Recipient name]*

**Board of Regents of the University of Wisconsin System**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_