

SHARE-ALIKE MATERIAL TRANSFER AGREEMENT

Draft 7, 23 Feb. 2026

This Agreement 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.

PREAMBLE

This Share-Alike MTA is intended to preserve open and unencumbered access to the Material provided and to any derivatives of the Material. As used herein, Material shall mean maize (*Zea mays*) inbred and hybrids. This agreement is 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 MTA seeks to respect, honor, and uphold the spirit in which the seeds were first shared. Under these Share-Alike 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.

AGREEMENT TERMS

1. Use of Materials, Modifications and Outputs
 - 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. Liability

- a. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER EXPRESS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY THIRD PARTY'S IPR.

- b. Except to the extent expressly prohibited by applicable law, Recipient assumes all liability and risk that may arise from its use, storage or disposal of the Material and all Outputs. Provider will have no liability to Recipient or any Transferee for any loss, claim, damages or demand arising from the use, storage or disposal of the Material or any Output by or for Recipient or any Transferee.
- c. Recipient shall indemnify, defend and hold Provider harmless from and against any claims, actions, damages, losses and liabilities arising from or in connection with Recipient's or its Transferees' use, storage or disposal of the Material or any Output or any harm, injury or damage caused to Recipient or any Transferee or any other third party by or resulting from their use, storage or disposal of the Material and Output.

7. 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.

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 _____