From: Brummett, Robert G.

To: Bill Rooney

Cc: Brummett, Robert G.

Subject: FW: our conversation regarding TAMU Sorghum Lines

Date: Monday, November 09, 2009 1:51:09 PM

Attachments: Pioneer MTA.PDF

Info on Pioneer's interest.

I'll clean up the list of lines we've previously sent in the now expired MTA, but it at the end of the attached if you want to go ahead and look.

I'm just going to draft the evaluation license referencing those lines only – they'll have to ask for anything else specifically if its not already in the list.

-RB

Robert Brummett,
Licensing Associate
The Texas A&M University System
Office of Technology Commercialization
3369 TAMU
800 Raymond Stotzer Parkway
College Station, TX 77845
(979) 862-3002 direct
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brummettr@tamu.edu
http://technology.tamu.edu

From: Rees, Krysta [mailto:krysta.rees@pioneer.com]

Sent: Monday, August 17, 2009 1:57 PM

To: Brummett, Robert G.

Subject: RE: our conversation regarding TAMU Sorghum Lines

Robert,

Please see the notes below from Kay Porter within Pioneer. Please let me know if this answers your questions.

Thank you!

Krysta

Krysta,

Thank you for your time this morning.

As we discussed, we need to know which lines from the MTA Pioneer wants to continue evaluation of.

We are continuing to evaluate the set of lines we received from Texas A&M. We didn't get a lot of information on traits and the number of lines is quite large so it is taking us some time to do the evaluation. We are trying to do the following:

- 1. Increase the lines so we have seed for evaluation.
- 2. Make hybrids with disease susceptible testers so we can evaluate the lines for resistance to various diseases including downy mildew, head smut, anthracnose, foliar diseases etc.
- 3. Identify promising lines for disease resistance traitsfrom the set of lines released based on hybrid performance.
- 4. Make newhybrids on elite parents to evaluate hybrids for yield and other agronomic traits and potential commercialization.
- 5. Compare hybrids made with TAM lines with hybrids made with elite Pioneer parental lines to identify hybrids with superior performance over commercial benchmarks (This process takes 1-2 years of testing.)

So far we are only as far as evaluating the most promising lines in hybrids.

Also as we discussed, we now do Material Transfer and Evaluation License Agreements for this type of agreement rather than a MTA.

Whatever agreement TAM wants to make is OK with us. We will always want to increase the lines and evaluate them for purity and other per se traits and then evaluate the lines in hybrid combinations and disease screening trials to compare them to our own proprietary inbreds and hybrids. Only if the TAM lines result in superior performance in hybrids will be have any interest in using them to make commercial hybrids.

Note: Typically TAM does not provide any information on hybrid performance and it may not mean much even if they did. We want to test the lines in combination with our own proprietary inbred parents to get a meaningful comparison to our own in-house developed parental lines and hybrids.

This type of agreement enables the transfer of material for evaluation only. A separate commercial license would need to be negotiated once the evaluation is complete. The evaluation license would include a fee, which is based, in part, on the lines involved. Once I have a better understanding of Pioneer's interests, I can draft a term sheet and we can proceed from there.

We understand that the agreement is for evaluation only which is OK. I believe we paid some up-front evaluation fee for this material and we are OK with that. That is acceptable if the fee is reasonable. TAM needs to understand that because of the limited information provided to us on the TAM released lines, we have to spend a significant amount of time and money in evaluating the lines to identify the useful ones. If the evaluation fee is too high, we would probably choose not to evaluate the material, especially if the fee is on a per line basis. In this case we're evaluating a large number of lines so a per line charge probably wouldn't make sense. I realize that this release is quite different than most releases but wanted to make that point.

TAM probably needs to consider a license option for private companies which would allow them touse the germplasm in breeding and development of new lines that would be proprietary to the company involved. Most lines may turn out to not make good hybrids so no commercial license would be wanted, but some lines could be useful from a trait standpoint and could be useful in our breeding program to derive new disease resistant lines for example, if the TAM lines have strong disease resistance or some other important traits.

Typically TAM provides very little information on the traits in large releases such as the one in this TRAC. Right now, a breeding option does not seem to be a part of the TAM agreements and should probably be included as an option as they revise their approach.

Also, could you let me know if there are any lines from the MTA that you know of that are already planned to be used for commercial purposes?

We have nothing far enough along in the evaluation process to allow us to make a decision on potential commercialization. My guess is that none of the lines will be useful as parents of commercial hybrids. Some may be useful as donor lines for disease resistance traits. Once we have those lines identified, we will need to approach TAM about a license to use the lines in breeding. We aren't quite there yet.

Please let me know if you need any additional information.

Best regards, Robert

Robert Brummett,
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Krysta Rees Contract Specialist Pioneer Hi Bred Int'l Inc. 7100 NW 62nd Ave. P.O. Box 1014 Johnston, IA 50131

Voice: 515-727-7212 Fax: 515-270-3731

E-mail: Krysta.Rees@pioneer.com

From: Brummett, Robert G. [mailto:brummettr@tamu.edu]

Sent: Thursday, August 13, 2009 12:19 PM

To: Rees, Krysta

Cc: Hurley, Janie C.; Brummett, Robert G.

Subject: RE: our conversation regarding TAMU Sorghum Lines

Krysta,

Thank you for your time this morning.

As we discussed, we need to know which lines from the MTA Pioneer wants to continue evaluation of.

Also as we discussed, we now do Material Transfer and Evaluation License Agreements for this type of agreement rather than a MTA.

This type of agreement enables the transfer of material for evaluation only. A separate commercial license would need to be negotiated once the evaluation is complete. The evaluation license would include a fee, which is based, in part, on the lines involved. Once I have a better understanding of Pioneer's interests, I can draft a term sheet and we can proceed from there.

Also, could you let me know if there are any lines from the MTA that you know of that are already planned to be used for commercial purposes?

Please let me know if you need any additional information.

Best regards, Robert

Robert Brummett,
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Texas Foundation Seed Service

Texas Agricultural Experiment Station 11914 Hwy. 70, Vernon, TX. 76384

940/552-6226 (O), 940/552-5524 (Fax) Email rsbrown@ag.tamu.edu

May 4, 2004

Dr. Jaroy Moore Resident Director TAES Rt. 3 Box 219 Lubbock, TX 79401-9757

Dear Jaroy,

Please find enclosed 2 original copies of the 'topcross' agreement (MTA) with Pioneer for the sorghum lines generated by Dr. Rosenow's program.

Pioneer has signed these agreements. If the information on schedule A is correct, please sign, ask Dr. Rosenow to sign, and return one original copy to Dr. Monk. Please send me an executed photocopy for my file.

This agreement has taken a long time to develop, but it now gives us a frame-work for other requests of this nature.

Please let me know if you have questions.

Kind regards,

Steve Brown

Cc: Dr. Mark Hussey



PIONEER HI-BRED INTERNATIONAL, INC. RESEARCH AND PRODUCT DEVELOPMENT

SORGHUM RESEARCH 115 MEYER • P.O. BOX 97 TAFT, TEXAS 78390 PHONE: (512) 528-3575

April 28, 2004

Steve Brown, Program Director Foundation Seed Service 11914 Hwy 70 Vernon, Texas 76384

Dear Mr. Brown,

Attached are two signed MTA agreements for a sorghum germplasm release including 500 lines from Dr. Rosenow's program. Thank you for working with us to make the material available.

Please let me know if you have any questions; I am hopeful that we can get the material in time to plant at Plainview.

Sincerely,

Roger Monk

Research Scientist

Ruger J. Monh

MATERIAL TRANSFER AGREEMENT Sorghum Germplasm

This AGREEMENT made this 9th day of February, 2004, by and between the Texas Agricultural Experiment Station, (hereinafter "TAES") and Pioneer Hi-Bred International, Inc., with headquarters at 400 Locust Street, Suite 700, Des Moines, Iowa 50309-2340, USA (hereinafter "RECIPIENT"; TAES and RECIPIENT, hereinafter the "PARTIES").

Whereas, RECIPIENT has requested a sample of the proprietary GERMPLASM listed in Schedule A, which is the property of TAES, and

Whereas RECIPIENT wishes to use said GERMPLASM for testing and evaluation of the GERMPLASM and in production of experimental hybrids,

TAES agrees to supply seed of said GERMPLASM to RECIPIENT'S Principal Investigator, and the RECIPIENT accepts and agrees to abide by the following terms of this AGREEMENT:

- 1. TAES is the originator of the GERMPLASM hereby transferred to RECIPIENT and has certain rights to the unreleased material(s). These rights are not waived with the transfer of seed or plant material but remain with TAES.
- 2. Evaluation of TAES GERMPLASM does not convey or imply any future rights or entitlement(s) to the RECIPIENT in the event that the GERMPLASM or an experimental line derived from GERMPLASM is released. Decisions regarding further propagation, release, or licensing of the materials(s) covered by this AGREEMENT are the sole right of TAES.
- 3. The RECIPIENT shall make no secondary distributions of the GERMPLASM without the written permission of TAES. RECIPIENT further agrees to protect the plant material(s) covered by this AGREEMENT from secondary distribution and/or unauthorized further propagation, distribution, or sale. RECIPIENT may sell comingled grain of GERMPLASM and hybrids generated therefrom for feed, food, and processing purposes.
- 4. GERMPLASM seed stocks provided to RECIPIENT may be increased and purified if necessary for use in evaluation of the GERMPLASM and in production of experimental hybrids.
- 5. TAES grants permission for evaluation of the GERMPLASM and experimental hybrids derived by using GERMPLASM in tests conducted under RECIPIENT'S control.
- 6. RECIPIENT agrees not to use seeds, plants or plant parts of the GERMPLASM as targets for transformation.

- 7. RECIPIENT agrees not to conduct mutagenesis, tissue culture, or molecular or cellular techniques with seeds, plants or plant parts of the GERMPLASM. For clarification, RECIPIENT may not analyze, isolate or sequence DNA of GERMPLASM including but not limited to gene cloning.
- 8. RECIPIENT may conduct research on this GERMPLASM and/or plant hybrids developed with TAES GERMPLASM and publish the results thereof without prior approval of TAES. RECIPIENT agrees to duly acknowledge the contributions of the TAES breeding program in the provision of the GERMPLASM in all such publications and agrees to furnish TAES with a copy of the manuscript or abstract disclosing such results not less than thirty (30) days prior to submission thereof to publisher for TAES' review and comment. If TAES determines that the proposed publication contains patentable subject matter, RECIPIENT agrees to delay publication an additional sixty (60) days for the purpose of filing patent applications.
- 9. The GERMPLASM may not be used for the purpose of breeding new lines or varieties. The GERMPLASM may be used for the purpose of creating experimental hybrids in combination with RECIPIENT lines and varieties, provided that such hybrids are used solely for purposes of testing and evaluation. Use of TAES material in any hybrid combination(s) for use other than testing and evaluation of these hybrids will require an additional License approved by TAES.
- 10. RECIPIENT agrees upon request to provide a report to TAES of the results and status of GERMPLASM evaluation and testing as covered under this AGREEMENT. TAES agrees to hold in confidence such report, to not disclose any portion of the report to any third party; and to use the report solely to monitor RECIPIENT's activity under this AGREEMENT. All research results remain RECIPIENT'S property.
- 11. The GERMPLASM is provided "as is" with no warranties, express or implied, including any warranty of merchantability, title or fitness for a particular purpose or any other warranty. TAES makes no representations or warranty that the use of the GERMPLASM will not infringe any patent or proprietary rights of third parties. Notwithstanding the above, TAES represents that in the development of GERMPLASM, TAES has respected the known proprietary rights of third parties, and that to the best of its knowledge, TAES has the right to provide GERMPLASM to RECIPIENT.
- 12. RECIPIENT will indemnify TAES, protect, defend, save and hold TAES harmless from and against any and all liabilities, incurred by or asserted against TAES of whatever kind or nature, arising from or occurring as a result of RECIPIENT's use, storage or disposal of GERMPLASM; provided that such liability is not the result of TAES' negligence or willful misconduct.
- 13. This AGREEMENT contains the entire understanding of the PARTIES and shall be amended only in writing agreed to by both PARTIES.

- 14. This AGREEMENT shall not be assignable or otherwise transferable by either Party without the prior written consent of the other, except PARTIES may, without such consent, assign this AGREEMENT to an affiliate or any purchaser of all or substantially all of the assets in the line of business to which this AGREEMENT pertains. Upon assignment, the rights and obligations under this AGREEMENT will be binding upon and inure to the benefit of said purchaser or successor in interest.
- 15. TAES Sorghum Breeding Program contacts are as follows:

Dr. Darrell Rosenow or Dr. Gary Peterson Dr. Bill Rooney

Rt. 3 Box 219

2474 TAMU

Lubbock, TX 79401-9757

College Station, TX 77843-2474

16. RECIPIENT Principal Investigator shall be

Roger Monk

115 Meyer PO Box 97 Taft, TX 78390-0097

Phone: (361) 528-3575 **Fax:** (361) 528-2811

ROGER.MONK@PIONEER.COM

The PARTIES hereby agree to the above terms by signing and dating below. After full execution of the AGREEMENT, GERMPLASM will be shipped to RECIPIENT's Principal Investigator. This AGREEMENT shall be terminated five (5) years from the date last signed below, or upon 60 days' written notice by either PARTY. Upon termination of this AGREEMENT, RECIPIENT agrees to return or verifiably destroy all seed stocks of GERMPLASM.

RECIPIENT:	TAES:	
Principal Investigator	Breeder transferring (GERMPLASM:
Roger Z. Monk Apr. 28, 2004 ROGER L. MONK Date 115 MEYER TAFT, TEXAS 78390		Date
RECIPIENT: Authorized Representative	TAES: Department Head	
Signature Apr. 26,2004 Nay S. Porter Printed Name 501 E. Pioneer Rd.	Printed NameAddress	Date
Plainview, TX 79072 Address		

Please forward an executed copy to: Texas Foundation Seed Service 11914 Hwy 70

Vernon, TX 76384

Schedule A

GERMPLASM to be transferred to RECIPIENT under terms of Material Transfer Agreement.

Grain Sorghum Line

Quantity Transferred

500 DTR B/R Lines, with priority to:

PLOT	PEDIGREE	SOURCE
	BTx642/B35/IS12555der/SC35-6,Dur,Ethiopia	02L5006
506	BTx643/B1/(BTx625*B35)-HL19-HL9	02L5027
507	BTx644/B803/(BTx3042*(BTx625*B35))	02L5402
508	BTx645/B807/(BTx623*(BTx625*B35))	02L5406
510	B2-2/(BTx625*B35)	01L1373
	B2-2(B)/(BTx625*B35)	02L5399
	B.402/(BTx3042*(BTx625*B35))	01L1211
513	B.403/(BTx3042*(BTx625*B35))	02L-B/R512
	B.409/(B1*B9501)	02L5484
	B.DLON357/(B1*B9501)	00L2470
	(B1*B9501)-V6	01L-B/R115opbk
	(B1*B9501)-V10	02L-B/R518
	(B1*B9501)-V60	01L-B/R114opbk
	(B1*BTx635)-HF14	01L3154
	(B1*BTx635)-HF8	02L-B/R522
	(B1*B1x635)-F1F8 (B1*BTx635)-V78	02L-B/R525
526	(B2-1*BTx635)-V26	02L5570
	(BTx635*B4)-HF4(3d)	02L5559
	3	
	(BTx635*B4)-HF4(sh3)	02L-B/R596 02L-B/R531
	(BTx635*B4)-HF25	
	(BTx630*B9502)-HD37	01L1259
	(B35*B9501)-HD9	02L5561
	(B35*B9501)-HL9	02L5562
	(B35*B.402)-LD2	02L5571
	(B35*B9503)-V3	02L-B/R551
	(B1*Segaolane)-HL2-HL1	02L-B/R546
	(B1*B9501)-Z3-CW2	02CA3677BK
	(B.QL41*B1)-HD27	01CA531opbk
	(B.QL41*B1)-HD38	01CA534opbk
	(B9501*(B35*B7904der))-HDOPBK-BE4	01CA563opbk
	(B.HF14*B9501/DLO357)-HDOPBK-BE3-BE2-BD2-BD3-CA1	02CA3897opbk
	(B.HF14*B9501/DLO357)-HDOPBK-BE3-BE2-BD2-BD2-CA3	02CA3895opbk
	(B.HF14*B9501/DLO357)-HDOPBK-BE4-BE2-BD1-BD3-CABK (B1*B9501)-CW13	
	*· ·· · · -/_ · · · · · · · · · · · · · · · · · · ·	02L-B/R536
	(B1*B9501)-HL??-HL2	02L-B/R539
	(B1*B9501)-HL??-LEC (B1*Segaolane)-??-HL	02L-B/R540
	(B1*B9501)-HL?-HL2/CA4	02L-B/R545 02PR3383opbk
	(B2-1*B9501)-HL?-HL3	02L-B/R597
	(BTx635*B803)-V59 (M90950*BTx635)-BE3L1	01PR575
	\ <u> </u>	02L-B/R608
	<u> </u>	02PR3413 02PR3389opbk
	· · · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·	02PR3403opbk
)	02L-B/R587
	`	02L-B/R593
		02L-B/R594
	(B1*B9501)/6VDLO347	02L-B/R595
	<u> </u>	02L-B/R611
		02L-B/R627
648	(B1*BTx635)*B803)-HDOPBK-BE1	02L-B/R632

656	(B1*MB108B)-BE13-CW1	02L-B/R650
659	(BTx399*(BTx625*B35))-DLO317	02L-B/R658
660	(B1*B9501)-??-LEC	02L-B/R661
661	(B1*BTx635)-V28	02L-B/R662
671	(B1*B9501)-HL?-HL2(CA4)	02L-B/R679
675	B806/(BTx623*(BTx625*B35))	02L-B/R685
	B805(W)/(BTx3042*(BTx625*B35))	02L-B/R690
680		
681	B8/(BTx624*B599-6)	02L-B/R691
687	(BTx635*MB108B)-HL19	02L-B/R652
688	(B1*B9501)-Z2-CW3-CA1	02L-B/R720
691	(BTx635*MB108B)-HL35	02L-B/R724
692	(BTx635*B4)-V38	02L-B/R728
693	(B1*B9501)CA1/409like	02L-B/R729
708	(B35*B9501-HL9-L1-CA1-CABK	02CA3553BK
710	(BTx623*QL3(I))*(B1*B9501)/BON125))-HL14-BD3-BD1-BD1	02CA4025(3)
718	(B.DLO357*B.HF88)-BE18	02BD2082(2)
723	B.HF14/(B1/BTx643*BTx635)	01L3154
732	86EO361/(R5646*SC326-6)	02L5060
737	90EON328/(Sureno*BDM499)-HD5	02L5069
741	99GWO92/(86EON361*90EON343)-HD12	01L3108
742	90EON343/(Tx2895*(SC170*MR4-4671))-BH7	02L5076
743	91BE7414/(Tx436*(R5646*SC326-6))-HF52	02L5087
744	96CD677/(87EON366*90EON328)-HF3	00L2322
745	88BE2668/(Tx2783*(SC748*SC630))	00L2097
746	02CA5053/(86EO361*88BE2668)-LL2	02CA5053opbk
748	Macia/Mozamb/(Check)	00L2564
756	(Macia*BE2668)-HD9	02CA4842opbk
769	(90EO328*CE151)-LA49(=966)	02CD335(3)
774	(86EO361*Ajabsido)	01L-DLO654opbk
776	(SC56-14E*86EO361)-HF1	02CA5086opbk
	(SC56-14E*86EO361)-HF1(no uc)	02CA5095opbk
778	(SC56-14E*86EO361)-HF31	02CA5104opbk
779	(Tx436sis*(Tx7078*1790E))/91CW3649	02CA4495opbk
780	82BDM499/(SC173*SC414)	02L5371
791	86PL2120/((SC748*SC630)*SC414)	01L3452
795	90CW8147/(BDM499*EO366)-HF8	01L1379
	P37-3/(Tx2794*K22/35)	02L5379
797	P40-1/(Tx2794*K22/35)	02L5381
798	P46-1/(Tx2794*K22/35)	02L5441
	P33-1/(Tx2794*K22/35)	02L5443
	(SC326*SC103)-??-BE1	01CA1394opbk
806	(CE151-262-A1*BDM499)-LD17CA3-CA1	01CA1034opbk
	96CD677/(7EO366*EO328)-HF3-??-L1-CA1	02CA4144BK
	(SRN39*90EO328)-HF5-	02CA4144BK 02CA4292opbk
	(PL2120*BH8606)-BD19	02CA42920pbk
	92BD1982-4/(PL2120*87EO366)-BD6-	02L5106
	90CC549/(Sureno*VG153)/CC549/-HF42-BE2-?BK	00L2418
	96CA5986/(Sureno*87EO366)-CW3-CW1-CW2-	02L5215
	96CA4266/(EO361*EO343)-HD12	01L3123
826	98CA4779/5EO509/(PL2120*BH8606)-BD19	
829	98CA47/9/3EO309/(FL2120*BH8000)-BD19 (CE151*LG70)-LA10-BE5-BE1,2	02L5263 02L5277
	R6078.(SC170-6-17*MR4-4671)-HL15	
	99LGWO50/(5CBR765-2/(?*?)	01L3437
844		02L5309
	(EO361*Tx2783)-?1-BE1/5CA4213-1	01L1290
	(SRN39*EO328)-HF4/HF4=CD635	02L-B/R792
	89CC443/(Tx430*LASON68)	02L-B/R850
		02L-B/R851
	90EO362-4	02L-B/R852
	80B2892/(SC748*SC630)	02L-B/R855
872	(Tx436*(Tx7078*1790E))-CC622-1	01L1369
		01L1370
	(Tx430*R6078)-LEC	02L-B/R879
882	95CW5045(M84-7*6EO361)-LF25	02L-B/R880

884	SC748-5/LYel	02L-B/R882
890	Malisor 84-7(Check)	02L-B/R889
893	89B5844/(SC719*SC650)	02L-B/R891
905	(TAM428*SC502)	02L-B/R899
906	(TAM428*SC502)	02L-B/R900
907	(TAM428*SC502)=905	02L5533
908	(SC173*SC414)	02L5535
909	(SC414*TAM428)	02L5537
910	(SC23*QL3(I))	02L5539
911	(R4317*SC425)	02L5540
912	(Tx432*SC38)	02L5542
913	(Tx430*DurDoc)-1-1	02L5544
914	(R4317*SC425-3-2)no uc	02L5545
915	(BTx625*SC33)-F6-BD5	02L5547
916	(TP24R*SC33)-4B-BD1	02L5549
917	(R4317*SC418)-4-1	02L5550
918	(TAM428*SC502)-F4-BD2(w,t)	02L5552
919	(Sureno*BDM499)-14B(A1,1,1)	02L5554
920	(BDM499*SC574)-WE6	02L5556
925	(EO366*EO328)-LD30	02L-B/R797
926	(EO361*Macia)-HF39	02L-B/R800
928	(EO366*WSV387)-HD27	02L-B/R803
932	(EO328*CE151)-LD11	02L-B/R807
938	(Dorado*SRN39)-??-CS214-3	02L-B/R922
956	(EO366*EO328)-HD14-BD2	02L-B/R943
959	(EO366*(Sureno*BDM499))-HD40	02L-B/R960
960	KS/(EO366*EO328)-HF6-ED5-	02L-B/R961
961	(Sureno*Tx2891)-HF17-BE5	02L-B/R962
966	(EO328*CE151)-LA49-BD1-BD1-BD3(=769)	02CD335
987	92BD1016-3/(R5646*(SC414*SC326-6))	00BD747BK
999	98CD192-4/(EO366*EO328)-HF6ED1-21	02CA4149BK