

Material Transfer Agreement (MTA) for Requesting Plant Materials from Otis Rocky Mountain Hemp Farm (ORMHF)

This agreement is made by and between Otis Rocky Mountain Hemp Farm (ORMHF) and _____ (“RECIPIENT”). All parties guarantee that they are state licensed / registered entities operating research programs in compliance with the 2018 Farm Bill. ORMHF asks that the RECIPIENT agree to the following before the RECIPIENT receives plant materials (“MATERIAL”) requested from ORMHF:

1. RECIPIENT warrants that the transfer of MATERIAL is not for the purpose of seed multiplication, creation of new hybrid lines derived from MATERIAL, inbreeding of MATERIAL, or use in the production of seed for resale or barter.
2. RECIPIENT agrees not to sell, exchange, lease, donate or otherwise make available to any third-party cuttings, tissue, seeds, or pollen for the purpose of multiplying or maintaining seeds or derivative plants in their fundamental characteristic form or for the creation of new hybrid lines derived from original MATERIAL supplied by ORMHF. RECIPIENT is hereby informed that no property rights, seed productive rights, or seed multiplication rights are given to the RECIPIENT by ORMHF and transfer of MATERIAL to any third party is expressly prohibited.
3. RECIPIENT acknowledges that transfer of MATERIAL by ORMHF to RECIPIENT is for hemp research production purposes allowed under Section 7606 of the 2014 Farm Bill.
4. RECIPIENT assumes all liability for damages that may arise from use, storage, or disposal of MATERIAL. ORMHF will not be liable to RECIPIENT for any loss, claim, or demand made by the RECIPIENT, or made against the RECIPIENT by any other party due to or arising from the use, storage, or disposal of the MATERIAL. The RECIPIENT agrees to indemnify, hold harmless, and defend ORMHF against any claims, costs, or other liabilities that may arise as a result of RECIPIENT’s use, storage, or disposal of MATERIAL.
5. RECIPIENT agrees to indemnify ORMHF for reasonable attorney fees and costs of litigation based on or arising from RECIPIENT’s misuse of seed according to the said terms.
6. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in the ORMHF’s catalog, price list, and advertisements or otherwise communicated to the RECIPIENT are intended to present merely a general idea of the MATERIAL described and shall not form part of the agreement or constitute a representation.
7. Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. ORMHF believes the MATERIAL transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any MATERIAL is free from such a defect.
8. MATERIAL will perform differently in different growing environments and therefore no warranty can be given as to the nature, size, or appearance of any plants grown from the MATERIAL. RECIPIENT shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the MATERIAL and any advice given by ORMHF in this respect shall be given without liability to the ORMHF and shall not be deemed to be a representation.

9. The RECIPIENT shall acknowledge ORMHF as the supplier of the MATERIAL in any publications that results from the RECIPIENT's use of the MATERIAL, and shall provide ORMHF with copies of the relevant publications.

10. RECIPIENT acknowledges that the MATERIAL provided by ORMHF is subject to one or more pending patents and contains heritable genomic markers identified and used exclusively by ORMHF. Any breeding with the MATERIAL is therefore traceable and such violations will be pursued to the full extent of the law.

11. Before ORMHF can transfer MATERIAL the RECIPIENT, or other authorized official of the RECIPIENT's organization, must sign and deliver this MTA by email to ORMHF at the following address:
OtisHempFarm@gmail.com

CERTIFICATION BY RECIPIENT OR OTHER AUTHORIZED OFFICIAL: I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the MATERIAL.

Signature, Name and Title:

Organization: _____

Date: _____