

2023-2024 Texas A&M AgriLife Winter Small Grains & Annual Ryegrass Forage Performance Test

FORAGE ENTRY (List exactly as should appear in final report)	SPECIES (winter types only)	STATUS (Experimental or Released)	Check all that apply				\$ Amount
			Bushland (Irrigated)	San Angelo/ Eula (Limited Irr)	McGregor (Dryland)	College Station (Dryland)	
TOTAL							\$

SEED REQUIRED:

FEES: Bushland: \$200 / entry
 San Angelo/Eula: \$300 / entry
 McGregor: \$200 / entry
 College Station: \$200 / entry

	<u>Small Grains</u>	<u>Ryegrass</u>
Bushland:	2 lb	NA
San Angelo/Eula:	4 lb	NA
McGregor:	2 lb	1 lb
College Station:	2 lb	1 lb

You will be invoiced later for the payment, which is due January 5, 2024.

SEED: Total lbs. to be shipped: _____
 (Ship seed to addresses specified below)

Seed treatment & rate used: _____

Name _____

E-Mail _____

Address _____

SEND ALL SUBMISSION FORMS TO:

Russ Garetson
Texas A&M AgriLife Extension
Dept. of Soil and Crop Sciences
2474 TAMU, 370 Olsen Blvd
College Station, TX 77843-2488
Phone: 214-460-5510
Email: russ.garetson@agnet.tamu.edu

Phone _____

Fax _____

Signature _____

Date _____

Deadlines: Application – August 18, 2023 Seed – September 1, 2023

SEND SEED TO:

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 TAMU AgriLife Extension Service
 2474 TAMU, 370 Olsen Blvd
 College Station, TX 77843-2488
 214-460-5510
 russ.garetson@agnet.tamu.edu

TERMS & CONDITIONS OF PERFORMANCE TESTING

1. **DEFINITIONS:**
 - a. "COMPANY" means the individual or entity submitting Materials for Testing as indicated on the submission/entry form.
 - b. "AGRILIFE" means either Texas A&M AgriLife Research or Texas A&M AgriLife Extension Service.
 - c. "Materials" means the seeds submitted by COMPANY for Testing as indicated on the submission/entry form.
 - d. "Testing" means analyzing the agronomic performance of Materials in one or more location as indicated on the submission/entry form.
2. **MATERIAL TREATMENTS & TRAITS:** If sending treated Materials (e.g. with pesticide(s)), COMPANY must note all treatments on the entry form and must include the Safety Data Sheet ("SDS") in the Materials shipment to AGRILIFE. If Materials contain traits not approved for export, commercial grain channels, etc., COMPANY must notify AGRILIFE before such Materials are shipped to ensure field destruction can be guaranteed.
3. **REPRESENTATIONS:** COMPANY represents and warrants that all Materials provided for Testing are owned or licensed by COMPANY and COMPANY is authorized to provide the Materials to AGRILIFE for Testing purposes. Additionally, COMPANY represents and warrants the Materials are not regulated and do not require a United States Department of Agriculture permit. COMPANY agrees to indemnify and defend AgriLife if any claims are brought against AGRILIFE as a result of the foregoing representations not being accurate.
4. **PRODUCTION:** COMPANY understands and agrees all grains/products produced from Materials sent for Testing shall be the property of AGRILIFE or its assignee, and the harvested grain/products may be sold as a commodity.
5. **RESULTS:** All data generated from the Testing, including observational data, information, and results (collectively the "Results"), are owned by AGRILIFE. Results shall be handled by AGRILIFE in a manner so as to produce the greatest benefit to the public, including, but not limited to, posting the Results on the AGRILIFE webpage or otherwise publishing them for public use.
6. **CONFIDENTIAL INFORMATION:** COMPANY shall not provide confidential information to AGRILIFE. Additionally, COMPANY understands and agrees that Results are not confidential.
7. **LAND USE:** COMPANY understands and agrees that Testing may occur on property owned by third-party(ies) and/or AGRILIFE may retain third-parties to support or assist with Testing.
8. **CONSIDERATION AND PAYMENT:** As consideration for the performance of the Testing, COMPANY agrees to pay AGRILIFE the fixed-fee total on the entry form upon submission of Material or receipt of invoice.
9. **PUBLICITY:** COMPANY may not use the name of AGRILIFE, nor of any of its employees or members, nor any adaptation thereof, in any advertising, promotional or sales literature or news release without the prior written consent of AGRILIFE in each instance. Any COMPANY publication referring to the results of the Testing shall be worded as not to imply endorsement by AGRILIFE or any other member of The Texas A&M University System of COMPANY or a specific product or producer and shall reflect credit on AGRILIFE, its personnel and activities.
10. **PUBLIC INFORMATION ACT:** COMPANY acknowledges that AGRILIFE is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*.
11. **EXPORT ADMINISTRATION:** COMPANY understands that AGRILIFE is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that it must comply with applicable United States (U.S.) export laws and regulations. Furthermore, the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. COMPANY will comply with applicable U.S. export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended. In the event that COMPANY wishes to provide export-controlled Materials to AGRILIFE for Testing, COMPANY must first notify AGRILIFE at least ten (10) business days in advance, of COMPANY's intent to provide the Materials including the export classification, and may not provide export-controlled Materials to AGRILIFE without the written consent of AGRILIFE. This section survives completion of the Testing.
12. **FORCE MAJEURE:** If AGRILIFE fails to fulfill its obligations hereunder, and such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, hail, hurricane, pandemic, epidemic, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable AGRILIFE to resume performance under this Performance Agreement. COMPANY acknowledges and agrees that in the event AGRILIFE is unable to obtain Results from Testing, no refund will be issued.

13. **NO WARRANTY:** COMPANY understands and agrees that AGRILIFE makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Testing, or the condition, ownership, merchantability, or fitness for a particular purpose of the Testing, Results or any intellectual property or that the use of any intellectual property or Results will not infringe any intellectual property right of a third party. AGRILIFE shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by COMPANY or any other person resulting from the Testing or the use of any intellectual property or Results.
14. **STATE AGENCY:** COMPANY acknowledges AGRILIFE is an agency of the State of Texas and nothing in this Performance Agreement waives or relinquishes the right of AGRILIFE to claim any exemptions, privileges and immunities as may be provided by law.
15. **DISPUTE RESOLUTION:** To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Performance Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made by COMPANY against AGRILIFE that cannot be resolved in the ordinary course of business.
16. **ENTIRE AGREEMENT:** COMPANY acknowledges the submission/entry form and these Terms & Conditions, constitutes the entire agreement regarding the Testing and supersedes any prior oral or written agreements, commitments, understandings or communications with respect to the subject matter thereof.

The person, by signing below, represents and warrants they are an authorized representative of COMPANY with the authority to enter into this agreement and to agree to the above terms and conditions on behalf of COMPANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____