

TEXAS A&M CROP TESTING PROGRAM

Send **ENTRY FORMS** to:
Katrina Horn
katrina.horn@ag.tamu.edu
979.845.8505

Send **SEED** to:
Crop Testing Program
ATTN: Katrina Horn
405 Turk Road
College Station, TX 77843

Mail **PAYMENT** to:
Crop Testing Program
2474 TAMU
College Station, TX 77843

Please make checks payable to:
Texas A&M AgriLife Research, Crop Testing Program

****Note CTP on check & invoice # if applicable**

COMPANY INFORMATION

Company Name	Address	
Contact Name		
Phone Number	City	
Email Address	State	Zip Code

ENTRY FEES & OPTIONS: All plots and options priced per entry/per rep

Base Fee

Harvest Data Only:
Plot Weight, Moisture, Test Weight
2 row plot - \$30
4 row plot - \$40
8 row plot - \$80

Additional Options

Flowering - \$10
Plant Stand - \$10
Plant Height - \$5
Exertion - \$5
Lodging (%) - \$5

SEED REQUIREMENTS:

A minimum of **200 grams** of seed per entry/per location is needed.

Shipped seed should be securely wrapped and clearly labeled.

Sorghum seed should be protected with Concep; fungicide and insecticide seed treatments are recommended
All seed must be safened as an acetamide herbicide may be used.

DUE DATES:

SEED AND ENTRY FORMS ARE DUE IN COLLEGE STATION BY DATES LISTED BELOW.

Lower Rio Grande Valley: **January 31, 2023**
Coastal Bend & Upper Coast: **January 31, 2023**
South Central & Blacklands: **January 31, 2023**
High Plains: **March 15, 2023**

LOCATION INFORMATION

(If entering more than one test at any location, please contact us for an additional form)

Prices are listed per entry/per replication

Location	Number of Entries	Planted Rows per Plot (Yield)	Flowering per Rep (\$10)	Plant Height per Rep (\$5)	Exertion per Rep (\$5)	Plant Stand per Rep (\$10)	Lodging per Rep (\$5)	Number of Reps	Total
Monte Alto Full Lower Rio Grande Valley Hidalgo County Texas AgriScience Full Irrigated, 80K seed/ac Est. Plant Date: Early Feb.									
Monte Alto Lim Lower Rio Grande Valley Hidalgo County Texas AgriScience Limited Irrig., 55K seed/ac Est. Plant Date: Early Feb.									
Driscoll Coastal Bend Nueces County McNair Farms Dryland, 60K seed/ac Est. Plant Date: Late Feb.									
Gregory Coastal Bend San Patricio County Joel Hoskinson Dryland, 60K seed/ac Est. Plant Date: Late Feb.									
Upper Coast County TBD Dryland, 65K seed/ac Est. Plant Date: Mid March									

Location	Number of Entries	Planted Rows per Plot (Yield)	Flowering per Rep (\$10)	Plant Height per Rep (\$5)	Exertion per Rep (\$5)	Plant Stand per Rep (\$10)	Lodging per Rep (\$5)	Number of Reps	Total
<u>College Station</u> South Central Burleson County Texas A&M AgriLife Limited Irrig., 80K seed/ac Est. Plant Date: Mid March									
<u>Thrall</u> Blacklands Williamson County Stiles Farm Foundation Dryland, 65K seed/ac Est. Plant Date: Mid March									
<u>Hillsboro</u> Blacklands Hill County Josh Birdwell Dryland, 65K seed/ac Est. Plant Date: Mid March									
<u>Greenville</u> Blacklands Hunt County Texas A&M AgriLife Dryland, 65K seed/ac Est. Plant Date: Mid March									
<u>Plainview</u> High Plains Hale County Limited Irrig., 55K seed/ac Est. Plant Date: Early May									

Location	Number of Entries	Planted Rows per Plot (Yield)	Flowering per Rep (\$10)	Plant Height per Rep (\$5)	Exertion per Rep (\$5)	Plant Stand per Rep (\$10)	Lodging per Rep (\$5)	Number of Reps	Total
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Hereford

High Plains
Deaf Smith County
Limited Irrig., 60K seed/ac
Est. Plant Date: Early June

Sunray

High Plains
Moore County
Lone Star Family Farms
Limited Irrig., 40K seed/ac
Est. Plant Date: Late June

GRAND TOTAL

NOTE:

Test will be planted adjacent to or behind the performance test.

Results from the supplemental tests are to be used for internal purposes only. This test is not an official performance test conducted by the Crop Testing Program, Texas A&M AgriLife Research. Results will not be published. Data will be sent back directly to the company representative.

Optional Data:

Flowering: average number of days from planting to the date when 50% of the plants within the plot are in some stage of flowering

Plant Height: average height in inches from ground to tip of the panicle

Head Exertion: average length in inches from the flag leaf to the base of the panicle

Plant Stand: average number of plants per acre at V2-3

Lodging: percent of plants within the plot lodged at harvest



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1. **PARTICIPATION and MATERIALS:** This Crop Supplemental Trials Agreement (“Agreement”) is entered into by COMPANY for the purpose of testing the performance of its grain sorghum line(s) in the areas of Texas indicated herein. COMPANY will supply AGRILIFE seed materials (the “Materials”) noted in the entry form above for supplemental testing during the FY 23 planting season (“Testing”). For the avoidance of doubt, references to Materials in this Agreement includes any traits incorporated therein. Materials will be used for Testing and for no other research purpose. COMPANY understands and agrees all grain produced from Materials sent for Testing shall be the property of AGRILIFE and the harvested grain may be sold as a commodity grain.

- Deadline for **entries and seed** (other than High Plains) is **January 31, 2023**
- Deadline for **High Plains entries and seed** is **March 15, 2023**

Material treatments & traits: If sending treated Materials (e.g. with pesticide(s)), COMPANY 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 is required to notify AGRILIFE **before** such Materials are shipped to ensure field destruction can be guaranteed.

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.

2. **CONSIDERATION AND PAYMENT.** As consideration for the performance of the Testing, COMPANY shall pay AGRILIFE the fee total on the entry form above (based on selections made) upon receipt of invoice. Payments shall be made to AGRILIFE by submitting payment to the address indicated on the invoice.
3. **TRIALS.** Entry rows and reps will be in accordance with the COMPANY’s designation(s) on the entry form. Plots are generally two (2) rows wide with row spacing ranging from thirty (30) to forty (40) inches depending on location, and thirty (30) feet in length before trimming. Only agronomic data consistent with selections made by COMPANY on the entry form will be recorded by AGRILIFE. All locations are harvested with a plot research combine that measures plot weight, test weight, and grain moistures.
4. **LAND USE.** COMPANY authorizes AGRILIFE to use all Materials provided for the purposes of Testing and COMPANY understands and agrees that Testing will occur on AGRILIFE or third-party owned property.
5. **CONFIDENTIAL INFORMATION.** COMPANY shall not provide confidential information to AGRILIFE.
6. **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.
7. **PUBLIC INFORMATION ACT.** COMPANY acknowledges that AGRILIFE is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*.
8. **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. This section survives completion of the Testing.
9. **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 Agreement. COMPANY acknowledges and agrees that in the event AGRILIFE is unable to obtain data from Testing due to weather conditions/events, no refund will be issued.

- 10. 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, Testing data/results or any intellectual property or that the use of any intellectual property or Testing data/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 Testing data/results.**
- 11.** COMPANY acknowledges AGRILIFE is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AGRILIFE to claim any exemptions, privileges and immunities as may be provided by law.
- 12.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to the 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.
- 13.** COMPANY acknowledges this Agreement, which includes the entry form, 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 of this Agreement.

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 on behalf of COMPANY.

COMPANY:

Authorized Signatory Name:

Title:

Signature:

Date: