

## TEXAS A&M CROP TESTING PROGRAM

**Send ENTRY FORMS to:**

Katrina Horn  
katrina.horn@ag.tamu.edu  
979.845.8505

**Mail PAYMENT to:**

Crop Testing Program  
2474 TAMU  
College Station, TX 77843

**Send SEED to:**

Crop Testing Program  
ATTN: Katrina Horn  
405 Turk Road  
College Station, TX 77843

Please make checks payable to:

Texas A&M AgriLife Research, Crop Testing Program

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

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## COMPANY INFORMATION

Company Name:

Address:

Contact Name:

Phone Number:

City:

Email Address:

State:

Zip Code:

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## 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**

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.**

## WEBPAGE & SOCIAL MEDIA



TEXAS A&M UNIVERSITY  
Soil & Crop Sciences



[varietytesting.tamu.edu](http://varietytesting.tamu.edu)

[twitter.com/tamuctp](https://twitter.com/tamuctp)



[facebook.com/tamuctp](https://facebook.com/tamuctp)



[instagram.com/tamuctp](https://instagram.com/tamuctp)

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GRAND TOTAL

Brand	Hybrid	Exp.	Maturity	Grain Color	Plant Color	Concep	Seed Treatment
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1. **PARTICIPATION and MATERIALS:** This Crop Performance Testing Agreement (“Performance 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 performance testing during the FY 23 planting season (“Testing”). For the avoidance of doubt, references to Materials in this Performance 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 amounts:** COMPANY shall provide a minimum of seven (7) pounds for all 12 locations if all twelve (12) sites are used. If not using all twelve (12) locations, COMPANY is to provide a minimum of 1 pound per location

**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 is required to notify AGRILIFE **before** such Materials are shipped to ensure field destruction or 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 fixed-fee total on the entry form above upon receipt of invoice. Payments shall be made to AGRILIFE by submitting payment to the address indicated on the invoice.
3. **TRIALS.** All entries are randomized and replicated four times at each location using a randomized complete block design. Seeds for each entry are packaged to obtain a final plant population appropriate for each production region and cropping system in AGRILIFE’s discretion. 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. Agronomic data such as plant height, head exertion, bloom dates, and lodging are recorded at appropriate times. All locations are harvested with a plot research combine that measures plot weight, test weight, and grain moistures. Field and harvest notes are compiled for each location and results analyzed. All data generated including observational data, information, and results (“Results”) from the Trials are owned by AGRILIFE. Results may be posted by AGRILIFE as they become available on the AGRILIFE webpage <http://varietytesting.tamu.edu/grainsorghum/> or otherwise published by AGRILIFE for public use.
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. Additionally, COMPANY understands and agrees that Results are not confidential.
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, 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.

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, 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.**
11. 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.
12. 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.

COMPANY acknowledges this Performance 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 Performance Agreement.

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

COMPANY:

Authorized

Signatory Name:

Title:

Signature:

Date: