

**TEXAS AGRICULTURAL EXPERIMENT STATION
MEMORANDUM OF AGREEMENT
FOR
EVALUATION OF PLANT MATERIALS**

The Texas Foundation Seed Service (TFSS) operates as a link in the seed-increase program between the public plant breeder and the commercial seedsmen or private breeder. The TFSS is a unit of the Texas Agricultural Experiment Station (TAES), works cooperatively with plant breeders who develop new crop varieties, and facilitates the transfer of genetic improvements to seedsmen. In accepting the following materials identified by the Texas Agricultural Experiment Station (TAES), _____ (Recipient/Cooperator) having a place of business at _____, and accessible by telephone at _____, hereby agrees to the following terms and conditions:

1. Upon execution of this agreement, TAES, through its Texas Foundation Seed Service (TFSS) or designated representative(s), shall provide Cooperator with an amount of seed or other reproductive material for the line(s) described on Schedule A of this agreement. The material(s) supplied under this agreement will be used solely for evaluation purposes. All seed and/or vegetative material supplied or produced under this agreement will not be used for any purpose other than that stated in the agreement without the expressed written permission of TAES. This is a continuance of the TAES research and is not an offer for sale.
2. Evaluation of a TAES germplasm, cultivar, or experimental line does not convey or imply any future rights or entitlement(s) to the Cooperator in the event that the cultivar or experimental line is released. Decisions regarding further propagation, release, or licensing of the material(s) covered by this agreement are the sole responsibility of TAES.
3. The Cooperator will evaluate this material using appropriate cultural practices and field techniques to compare performance characteristics as mutually agreed on by TAES and the Cooperator. The Cooperator will provide TAES personnel with locations and maps to all testing sites, and allow access to sites by TAES representatives.
4. Cooperator acknowledges that TAES may pursue Plant Variety Protection for materials covered under this agreement, and therefore agrees to:
 - (a) not publish any descriptions or references to these materials in any type of publication
 - (b) not give or make available to other person(s) (except Cooperator employees), firm, corporation, or other party, propagating samples of covered materials for planting or seed increase purposes.
5. Cooperator acknowledges that materials referenced in this agreement, subsequent generations thereof, and off type or sport variants thereof, are the sole and exclusive property of TAES. In the event these materials are not submitted for release, or the Cooperator declines to obtain a commercial license of a released variety, Cooperator shall notify TAES of the amount of these materials that Cooperator has in inventory. All inventories must be returned to TAES, or disposed of by complete and verifiable methods all seed and/or vegetative materials covered under this agreement.
6. Cooperator agrees to protect the plant material(s) covered by this agreement for secondary distribution and/or unauthorized further propagation, distribution, or sale.
7. Cooperator agrees to provide on request a report to TAES of the results of the materials evaluation and testing covered under this agreement.
8. This agreement shall become effective on approval by the parties involved and shall be terminated in one year, or longer if mutually agreed to by both parties in writing.

Schedule A

Variety or Line #	Amount of Seed Provided	Test Location
-------------------	-------------------------	---------------