

NON-PROPAGATION AND OWNERSHIP AGREEMENT

I, _____, an authorized representative of _____ (co. ltd. or institution) recognize that the Department of Plant Sciences, University of Saskatchewan is the originator and owner of the plants which are identified by letters and numbers. These plants were distributed only for test purposes by the Department of Plant Sciences. I(We), as a cooperator in testing these plants, agree to neither give nor sell these numbered plants or any vegetative parts thereof to anyone without permission and will make a reasonable effort to guard plant parts from being taken.

I(We), as a cooperator, understand and agree to the following:

The fruit of these numbered plants are exempt under this agreement. The Department of Plant Sciences may request plant and fruit samples of reasonable number and size for testing purposes.

Representatives and employees of the Domestic Fruit Program, Department of Plant Sciences will be given access on appointment to the site(s) where their numbered plant material is growing.

Cooperators have a right to the fruit from test plants for the natural life of the plants. Should the test site be sold, this right is not transferable unless the new owner signs this agreement. In rare situations when unauthorized budwood distribution has occurred or when trees have been found to be infected with a virus, the University will arrange to have test trees destroyed.

Cooperators may destroy any plants they wish, having given advance notice of one month to the Department of Plant Sciences.

This agreement in no way implies preferential consideration for future propagation and distribution contracts.

The Department of Plant Sciences, University of Saskatchewan will have no liability resulting from the culture of these plants and the use of derivatives from these plants.

Signature

Date