



CPCNW Plant Material Introduction Agreement

This agreement ('Agreement') is made on _____ between _____, (henceforth referred to as the 'Sponsor'), and Washington State University, doing business as the Clean Plant Center Northwest (henceforth referred to as 'CPCNW'), located at the Washington State University Irrigated Agriculture Research and Extension Center, Prosser, WA (WSU-Prosser) for the purpose of introducing the plant variety or cultivar described in Section 1, to the CPCNW for purpose of obtaining selected custom plant services listed in Section 2.

1. CANDIDATE MATERIAL INFORMATION

a. **Name of Variety / Cultivar for Introduction:** _____

b. **Species and/or Common Name of Material:** _____

c. **Owner / Source:** _____

d. **Country of Origin:** _____

e. **Declaration of Genetically Modified Organism Status (select one):**

Please note that the CPCNW cannot receive or handle genetically modified plant material.

Yes, the plant material has been genetically modified.

No, the plant material has not been genetically modified.

f. **Is this material (select one):**

Public, defined as material that is without propagation conditions or restrictions; the CPCNW is free to plant, propagate, advertise, and sell propagative materials from Public plant selections without any obligation to or restrictions from the Sponsor.

Proprietary, defined as plants, including all asexual re-propagating material therefrom, of a horticultural selection, clone, variety, or cultivar which is exclusively owned by an individual, commercial firm, public or private institution or organization who wishes that the plant(s) and plant material to be kept as proprietary material by the CPCNW. The CPCNW will not distribute this material without the written, fax or email authorization from the Sponsor to any private or public person or entity.



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2. CUSTOM PLANT SERVICES REQUESTED BY SPONSOR:

- Virus Testing and Treatment:** Testing for viruses and viral-like pathogens, followed by pathogen elimination using plant-appropriate methods, if needed, to qualify foreign or domestic selections for release from state and/or federal quarantine. CPCNW assures that the testing and therapy services provided are in accordance to the protocols as described at the CPCNW web site (<http://cpcnw.wsu.edu>). However, the Sponsor acknowledges there will be some normal and anticipated adaptations to those procedures to achieve the ultimate goal of securing a plant that tests free of targeted virus and virus-like agents. No other assurances of any kind are expressed or implied.

After virus testing and cleanup has been completed to acceptable standards, all plant material associated with the selection will be (select one):

- Returned to the Sponsor:** The Sponsor will arrange for the shipment / retrieval of proprietary plant material retained at the CPCNW. The Sponsor agrees to comply with all state or federal phytosanitary and/or permit conditions attendant to the material at this time. CPCNW agrees to destroy any excess plant material at time of receipt by the Sponsor.
- Retained at the CPCNW:** A total of two (2) plants will be maintained under contained screen-house conditions at the CPCNW facility. A retention contract will be issued by the CPCNW to the Sponsor at that time. Please note that selections defined as Public in Section 1f will be retained by default.

3. IN OBTAINING THESE SERVICES THE SPONSOR AGREES:

- a. To provide the required propagating material of the clone using established sampling procedures and in accordance with USDA-APHIS and WSDA requirements, where applicable.
- b. Upon conclusion of virus testing and cleanup process the CPCNW will issue a retention contract to the Sponsor designated in Section 5. If the Sponsor does not notify the CPCNW of their intent to either retain the material at the CPCNW, or to have the material returned to the Sponsor within 30 days of said issuance, the CPCNW reserves the right to destroy the material.
- c. To pay for said services in full at CPCNW prices in effect on the date of the order. An invoice will be issued by the CPCNW within 30 days of receipt of material. The Sponsor designated in Section 5 is responsible for said payments within ten business days of receiving the invoice.
- d. The proper identification and genetic stability of the clone is the responsibility of the submitter. Any misidentification or reversion requiring re-indexing or retreatment of the clone will require repayment of the initial fee.



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- e. That the clone is not in violation of state and federal laws regarding plant variety introduction and warrants that possession and use of the plant material by the CPCNW in accordance with this Agreement does not infringe on any proprietary or intellectual property rights held by others.

4. IT IS MUTUALLY AGREED BY THE SPONSOR AND CPCNW THAT:

- a. Should materials provided be found to contain diseases not subject to elimination by normal project procedures, or a significant exotic pest or pathogen, the CPCNW will destroy all material held.
- b. The Sponsor designated in Section 5 may effect removal of the clone from the program by written notice.
- c. The CPCNW will not be held responsible for any spontaneous genetic change or performance change as a result of testing and treatment by CPCNW, nor will the CPCNW be held responsible for the release of any propagating material unknowingly having any genetic or other change. CPCNW encourages and will facilitate genotyping of material by a third party at the Sponsor's expense.
- d. The CPCNW will not be held responsible for the loss, damage, or theft of material owned by the Sponsor while in the virus testing and treatment process or subsequent retention in CPCNW facilities.
- e. The CPCNW will report to the Sponsor designated in Section 5, the success or failure of the clone to meet project requirements, but will not be required to provide any other report, either technical or financial.
- f. Fees will be deposited with the CPCNW and expended in accordance with its policies and procedures. Such funds will be used for salaries, wages, foreign or domestic travel, supplies, or other operational expenditures.
- g. The CPCNW agrees that it shall not release the proprietary material to any third party without prior written permission of the Sponsor designated in Section 5.
- h. The CPCNW agrees to provide to the Sponsor copies of tracking documents & invoices of all material shipped in accordance with item 4g. Furthermore, the CPCNW agrees to include intellectual property statements provided by the sponsor with all materials shipped in accordance with item 4g.
- i. The CPCNW reserves the right of review limited to presentation and attribution of the data. Authorship will be in accordance with academic standards, and ownership of the copyright of the publication is under the policies of the author's institution.
- j. The name of Washington State University or any of its departments or personnel or the CPCNW shall not be used in advertising in connection with the work or results under this agreement without written permission of the Director of the CPCNW or a designated representative.



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5. SPONSOR'S CONTACT INFORMATION:

Print Name of Sponsor

Sponsor's Email Address

Sponsor's Mailing Address

Sponsor's Phone Number

Sponsor's FAX Number

6. SIGNATURE:

I agree to the above terms:

On Behalf of CPCNW:

Sponsor's Signature / Date

Signature / Date
Chris Johnson, Director of Administrative Services