

**CORNELL UNIVERSITY  
STANDARD PRODUCT TESTING AGREEMENT**

Cornell University ("Cornell")	Product Supplier ("Client")	
Principal Investigator ("Investigator"): Margaret Smith Department: Plant Breeding & Genetics Section, SIPS, CALS Address: G42 Emerson Hall Cornell University Ithaca, New York 14853 Phone: (607) 255-1654 Email: mes25@cornell.edu	Client Contact: Client's Company Name: Address: Phone: Email:	
<b>Payment to be made in full upon execution of this Agreement.</b> Make checks payable to Cornell University. Return signed agreement with check to Investigator.	Amount: \$ <b>(Not to Exceed \$20,000)</b>	Duration of Testing: 03/01/2018 – 02/28/2019 <b>(Not to Exceed 1 year)</b>

**Terms and Conditions**

1. The Client will transfer the product or device (hereinafter "Material") to Cornell to be evaluated in its original state under the terms of this Agreement. The Client will furnish the Material and the testing protocol as described on page 2, Schedule A, of this Agreement. Cornell shall use reasonable efforts to perform the testing as described in Schedule A.
2. Cornell will furnish the Client with a copy of the testing report ("Report") as the deliverable under this Agreement. The Client recognizes that the Investigator and other investigators engaged in this testing are free to publish results and to use data generated, collected and summarized for research and educational purposes, and to share such with entities including but not limited to Cornell's county extension offices and New York growers and manufacturers. The Client's support may be acknowledged in publications unless the Client desires otherwise and so advises Cornell in writing in Schedule A.
3. Client proprietary or confidential information designated as such in writing, and accepted for use by Cornell, shall be afforded the same degree of care that Cornell exercises in protecting its own confidential information.
4. Neither party shall make use of this Agreement or the name of the other party in any publicity, advertising, news release, or in any other manner (except in publications noted in 2 above) without the prior written approval of the other party.
5. The Client will provide Material Safety Data Sheets, labeled (content and safeguards) Material, other hazard information, and appropriate shipping papers, permits and notifications in accordance with OSHA and DOT regulations and sufficient to permit reasonable safe use and operation of the Material and the proper interpretation of test results. The Investigator will return unused material within six months of the conclusion of testing. The Client will take back any unused Material returned within this timeframe. All costs and risks of transporting Material to and from Cornell shall be borne by the Client and are not included in the Agreement amount.
6. The material will be used in accordance with the testing protocol described in Schedule A. The Client shall have no right in any new intellectual property other than the rights to possess a copy of and use the Report.
7. Cornell will not insure the Material and shall not be responsible for any damage to Material. It is the responsibility of the Client to carry appropriate insurance covering the Material sent to or tested by Cornell and in the event of a loss or damage to the material; client's sole recourse is to rely on its own insurance covering the material and shall not make a claim against Cornell for such loss or damage.
8. Each party shall indemnify, defend and hold the other party harmless from and against all losses, damage, expenses, actions, and claims (including court costs and attorneys' fees) arising out of its own negligence, willful misconduct, willful omission of relevant information, or breach of its obligations hereunder. Notwithstanding the above, Client shall indemnify and hold harmless Cornell, its officers, agents and employees from any liability, loss or damage (including court costs and attorneys' fees) attributable in whole or in part to Client's subsequent use of or reliance upon the Report or the sale or distribution of any product related to Material.

9. Cornell University makes no representations or warranties, express or implied, regarding its performance under this Agreement, including but not limited to, the marketability, use or fitness for any particular purpose of the product or the results developed under this Agreement. Further, it is understood that Cornell shall not be liable for any direct, indirect, consequential, or incidental damages, as a result of Client's use of the Report and the results contained therein or any other information otherwise provided by the Investigator. The provisions of this Agreement shall survive any termination or expiration of this Agreement. The laws of the State of New York shall apply to all disputes arising under the Agreement.
10. This Agreement is the complete Agreement between the Client and Cornell and supersedes all prior understandings regarding the scope of work described in Schedule A of this Agreement.

Investigator Signature	Date	Client Contact Signature	Date
Department Chair Signature	Date	Authorized Client Official Signature	Date
Name:		Name/Title:	
CALS Research Officer Signature	Date		

#### Schedule A: Testing Protocol

Title: Cornell University Cooperative Extension 2018 New York Hybrid Corn Grain Performance Trials  
 Date: 1 March 2018

Description of testing to be performed:

In 2017 we will provide comparisons for yield, moisture, stalk lodging, and disease resistances or other traits for which we are able to collect high quality data. We will test in the following groups:

Early	1400-1900 Growing Degree Days, 70-85 Days Relative Maturity (will be merged with the medium early test if we do not get at least 10 entries)
Medium Early	1900-2300 Growing Degree Days, 85-100 Days Relative Maturity
Medium	2300-2800 Growing Degree Days, 100-118 Days Relative Maturity

Each hybrid will be planted in tests at three to five locations in differing areas of the state, corresponding with the above maturity groups. Three replications with a two-row plot (1/500<sup>th</sup> acre) for each rep will be used at each location. Data will be collected, analyzed, summarized, and presented for each location and summarized over locations for each maturity group in our annual New York Hybrid Corn Grain Performance Trials report.