

The Pennsylvania State University
Non-Proprietary Flower Trial Grant

The Pennsylvania State University	Sponsor	
Address: Department of Plant Science 103 Tyson Building University Park, PA 16802 Phone: (814) 863-4765 Fax: (814) 863-6139 Principal Investigator: College: Department:	Name: Address: Phone: Fax:	Amount: \$
	Period of Support:	
Payment to be made in full upon execution. Make checks payable to: The Pennsylvania State University		

Area of Evaluation:

Terms and Conditions

1. Purpose - Whereas Sponsor desires to support the Land Grant mission of the University by supporting flower trials (hereinafter 'Trial') in the area of evaluation identified above, and whereas University has an ongoing Trial program in this area consistent with the evaluation interests of the Sponsor, this Trial grant is established to give financial support to the University to cover the costs associated with the evaluation.
2. Publications - Sponsor recognizes that investigators and students engaged in this Trial are free to publish results arising therefrom and share such publication through its system of county extension offices with growers, processors, and manufacturers. The Sponsor's support may be acknowledged in publications. University acknowledges that Sponsor, subject to prior review by University, has the right to publish the results of this Trial. Sponsor agrees to give consideration to any comments provided by University related to Sponsor's proposed publication.
3. Intellectual Property - "Intellectual Property" shall mean those inventions and/or discoveries conceived and/or reduced to practice in performance of this Trial and resulting patents, divisions, continuations, or substitutions of such applications and all reissues thereof, upon which a University employee or agent is a named inventor. University shall not claim ownership to any Intellectual Property which involves the use of any Sponsor-provided materials. Sponsor shall also have intellectual property rights to any sports, mutations or otherwise new plant cultivars that are discovered during this Trial from plant material provided by Sponsor.
4. Publicity - Either party can use the name of the other party in any publicity, advertising, or news release regarding the specific product (plant selection) tested in that specific year of testing, with the consent of the other party. Each party will acknowledge the trademarks of the other if used in publicity, advertising, or news releases by using the trademark registration symbol (®).
5. Use of Results - Sponsor shall be solely responsible for any liability arising out of sponsor's use of or reliance upon data generated by research performed pursuant to this Flower Trial Grant.
6. Entire Agreement - This Flower Trial Grant contains the entire and only agreement between the parties respecting the subject matter hereof. Should processing of this Field Trial Grant require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety and superseded by this Flower Trial Grant. This Flower Trial Grant may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

By an Authorized Official of The Pennsylvania State University	By an Authorized Official of Sponsor
_____ John W. Hanold Associate Vice President for Research Director, Office of Sponsored Programs	_____ Name: Title:
Date	Date