

EXCLUSIVE RESEARCH AGREEMENT OPPORTUNITY

“Development of Coarse-Textured Zoysiagrass with an Improved Response to *Rhizoctonia solani*”

On behalf of the Florida Agricultural Experiment Station, an agricultural and natural resources research program of the University of Florida, Florida Foundation Seed Producers, Inc. is announcing this Invitation to Negotiate (ITN) for an exclusive research agreement opportunity for the development of coarse-textured zoysiagrass with improved response to *R. solani*.



Florida Foundation Seed Producers, Inc. (FFSP) invites all interested parties to submit comments and/or proposals in consideration of this exclusive research agreement opportunity by following the instructions contained in this packet. The deadline for FFSP receipt of all required materials has been **extended** until [Monday, May 2, 2011 at 12PM EST](#). For more information, please contact FFSP at beutt@ffsp.net.

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Introduction

On behalf of the Florida Agricultural Experiment Station (FAES), an agricultural and natural resources research program of the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS), Florida Foundation Seed Producers, Inc. (FFSP) is seeking a commercial sponsor to collaborate on the development of coarse textured zoysiagrass with an improved response (compared to current industry standards used in Florida) to large patch (also known as brown patch). In return, FAES will provide the Sponsor the first option, for consideration, of an exclusive license of potential cultivars that might result from the described research. Because much of the selected elite germplasm has been evaluated for several biotic (large patch, billbugs, or sting nematodes) or abiotic (drought or shade) stress components, the ultimately released cultivar could be improved for additional traits.

Description

In 2005, approximately 300 zoysiagrass lines were planted in a replicated (3 reps) space plant nursery. These were visually rated through 2008 for several turfgrass performance traits. Based on these evaluations, 52 lines representing several leaf textures (very fine, fine, medium coarse and coarse) were selected for further evaluation of several important characteristics. Brief descriptions of the evaluations and characteristics are included on the next page (pg. 3).

The most intensive and scientifically valid evaluation of those mentioned is the *Rhizoctonia* (large/brown patch disease) evaluation. Within the 52 selections, 28 had positive responses to large patch disease. These lines exhibited either a 7-day, 14-day or greater (evaluations were at 7 and 14 days) delay in the development of less disease than most commercial cultivars. These 28 and several others from the original 52 were subsequently used as parents for crossing to generate progeny. Among the progeny produced from crosses involving at least one parent that exhibited a desirable *Rhizoctonia* response several coarse textured lines have been selected for inclusion in this potential project. An additional 40 coarse textured lines were also selected for inclusion.

The selection of these lines is justified by the following (number selected for each reason):

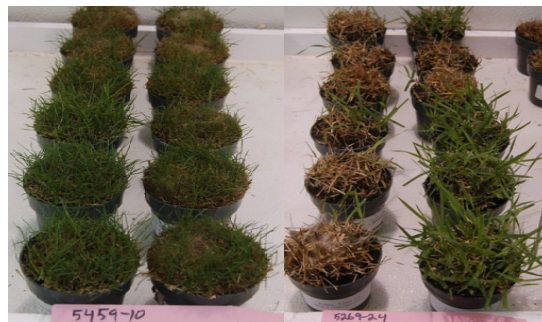
- ◆ Bulk *Rhizoctonia* seedling screen (2 lines);
- ◆ Original UF accessions with good field performance (8 lines);
- ◆ Progeny that have performed well in the field and were produced from parents that trace back to the 52 selected lines above, but the parents were not among those with favorable *Rhizoctonia* performance (30 lines).

Table 1 (pg. 4) displays the 78 coarse textured zoysiagrass lines that will be evaluated as part of this proposed project. These lines will be screened for their *Rhizoctonia* response and field performance (encompassing: establishment, sod strength, re-growth, installation success, and persistence in managed landscapes). With the completion of the research project (resulting from this ITN) it is the intention of the University of Florida to release a coarse textured zoysiagrass cultivar with field performance equal to or better than existing commercial cultivars and a *Rhizoctonia* response that is better than existing commercial cultivars.

Descriptions of Previous Zoysiagrass Evaluations

Rhizoctonia

A virulent strain of *Rhizoctonia solani*, shown to cause severe symptoms of Large Patch disease in zoysiagrass, was identified and provided by Dr. Phil Harmon's lab. Each genotype tested was represented by 12 pots in the study. Nine pots were inoculated with the Large Patch isolate and three pots were kept as untreated controls. This test, conducted twice, was used to select progeny for this project that had one or both parents that exhibited delayed large patch development.



Billbugs

The billbug data was acquired by planting six pots of each genotype and infesting each pot with two male and two female billbugs. Data was then taken visually for percent living cover at 6, 13, and 20 days after infestation. Although the selection of progeny was not based on billbug response, several of the parents having improved *Rhizoctonia* responses also had favorable responses to billbugs.

Sting Nematodes

All accessions above were propagated into twelve, 8 inch deep containers. Half of the containers of each genotype were infested with sting nematodes and half were left as controls. This study was completed twice, but the data was highly variable. While the data is useful to make further selections or to reduce the number of entries for further study, there is hesitation in making any concrete claims regarding sting nematode tolerance of these accessions. This experiment needs to be repeated with a smaller number of lines. Many of the lines exhibiting reduced susceptibility to sting nematodes were parents of those progeny selected because of parental responses to *Rhizoctonia*.

Drought

During April 2008, the irrigation system was turned off to allow for a dry down cycle on the entire zoysiagrass germplasm collection. This material has three replications in the field. This cycle took place for four weeks and at which time, visual ratings were collected for percent living cover. Again, as above, several lines having a delayed dry down response also had good *Rhizoctonia* responses, indicating the potential for better dry down responses in the selected progeny.

The majority of the lines included in this potential project are also to be included in a collaborative effort with other universities with a goal of developing turfgrass cultivars with improved drought responses. This information will provide additional evidence of a particular line's performance at several locations that will differ from UF's testing locations.

Shade

In 2007, several of the parental lines were planted (single rep) from a cup cutter plug under 60 % shade. The plugs were subsequently observed for growth habit and spread after six months. Many of the lines that performed well under the 60% shade were parents of the progeny selected based on their parental *Rhizoctonia* response.

Objectives

Years 1-4:

1. Test the superior lines from Table 1 in multi-location trials in the state of Florida.
2. Test the superior lines from Table 1 at locations outside of the state of Florida.
3. To conduct greenhouse and field evaluations of all tested material included in Objective 1 and 2 for tolerance to *Rhizoctonia solani*, the cause of large patch.
4. To identify those lines that performed well in both the multi-location trials and large patch evaluations (field and greenhouse).

Years 3-6:

5. Grower evaluations to identify those lines selected from Objective 3 that meet grower expectations for establishment, harvesting, installation, and regrowth.

Table 1. Course Textured Zoysiagrass Lines Selected for this Project

Zoysiagrass Lines				
8022	8544	BA313	UFZ132	UFZ23
8050	8548	BA402	UFZ133	UFZ33
8054	8595	BA513	UFZ134	UFZ36
8083	8597	BA516	UFZ142	UFZ37
8153	8599	UFZ08	UFZ144	UFZ42
8157	8617	UFZ106	UFZ145	UFZ43
8173	8631	UFZ11	UFZ148	UFZ62
8184	8754	UFZ118	UFZ15	UFZ84
8189	8778	UFZ119	UFZ151	UFZ92
8196	8797	UFZ121	UFZ153	UFZ93
8203	8798	UFZ123	UFZ154	UFZ94
8272	8820	UFZ124	UFZ156	UFZ96
8426	8845	UFZ125	UFZ158	UFZ97
8456	8854	UFZ126	UFZ159	UFZ98
8487	BA182	UFZ128	UFZ16	
8491	BA199	UFZ129	UFZ20	

Materials and Methods

Field

In State: Six by six ft. plots of the above listed materials with three replications will be planted in 5 locations throughout Florida. These locations include west Florida (Jay/Milton, FL), north-central Florida (Citra, FL), central Florida (Apopka, FL or other location), southwest Florida (undetermined location), and southeast Florida (Ft. Lauderdale, FL). Commercial cultivars will be included as controls.

Once these plots are well established, inoculum prepared as described below (for the greenhouse studies) will be used to inoculate the field plots at each location. An amount of inoculated seed, measuring 1 cup, will be placed in the center of each plot near the end of October or early November. Prior to inoculation the plots will be fertilized to encourage growth and following inoculation, supplemental irrigation will be used to maintain humidity and to encourage growth of the fungus. At the onset of disease, visual ratings will be made monthly to monitor disease development and progression.

When the disease is not active, the plots will be rated visually for turf quality, color, density and for responses to any pest problems that may occur.

Out of State: Six by six ft. plots of the above listed materials with three replications will be planted in locations outside of the state of Florida. These plots will be visually rated for turf quality, color, density, fall dormancy, spring greenup and any pest problems that may occur. Potential evaluation locations include a location in the Carolinas, one or two locations in Texas, and Indiana. These locations could be selected or altered with input from the cooperator.

Greenhouse

Plants will be grown in 3 in. pots using a soil mix of 80:20 potting soil (Sun Gro Metro-Mix 200) and sand, trimmed at 3.0 in twice per week, watered daily, and fertilized weekly using 18-18-21 Miracle –Grow (Miracle Gro products, Inc.) at rates of 12.4 g/m². Commercial cultivars will be included as controls.

Rhizoctonia solani isolate ID 0714 will be used to screen the selected lines. Inoculum for the studies is prepared by growing the isolate on sterilized (heat killed) wheat seed. Each zoysiagrass accession will be inoculated with 15 infested seed placed at the center of each pot. The inoculated plants will subsequently get placed inside of a 1 gallon sealable plastic bag with a saturated paper towel to maintain high humidity. The bags are then set inside of a walk-in growth chamber set at 23-21⁰C day/night, 85 % RH and photoperiod of 12 hours day/night (conditions favorable for disease development).

Each accession will be evaluated a minimum of two times in different inoculation experiments (blocks) conducted under the same conditions. All experiments will be performed as completely randomized designs with nine inoculated pots and three non-inoculated (control) pots per accession. Ratings of disease severity will be recorded by visually estimating the percent disease 7 and 14 days after inoculation using a modified Horsfall-Barrat rating system. For better disease assessment, pots will be removed from the bags for 24 hr. before each rating to dry diseased tissue.

Grower Evaluations

When possible (no later than the end of year 3), two to five accessions will be selected for grower evaluations. Three to six growers/growing locations will be identified and large (8 – 10,000 sq ft.) unrepliated plots of the selected accessions will be grown under the care of sod producers. Input sought from the grower(s) will include initial establishment and coverage, harvestability (sod strength), regrowth, and installation success*.

**Installations: It would be desired that installs occur into selected landscapes that can be monitored by the grower(s) or highly trusted landscape professionals to gain knowledge with respect to the success of the selected lines in different environments and landscape settings.*

Timeline

Year 1: 2011	<ul style="list-style-type: none"> • Propagate accessions to be tested • Identify Florida and out-of-state field locations • Plant field trials using plugs • Begin greenhouse/growth chamber inoculations
Year 2: 2012	<ul style="list-style-type: none"> • Complete greenhouse/growth chamber inoculations • Complete grow-in of field trials • Collect visual data from field trials • Inoculate field trials in Florida (fall)
Year 3: 2013	<ul style="list-style-type: none"> • Monitor and rate large patch field trials through the spring • Collect visual data from field trials • Mid-year: make selections to propagate for Grower evaluations • Plant grower evaluation fields (late in year 3 or early in year 4). • Inoculate field trials in Florida (fall)
Year 4: 2014	<ul style="list-style-type: none"> • Monitor and rate large patch field trials through the spring • Collect visual data from the field trials • Continue to select and propagate for grower evaluations if needed • Plant grower(s) evaluation fields (if not planted in year 3) • Growers evaluate fields for establishment • Establish larger plots at UF for increase of selected grasses
Year 5: 2015	<ul style="list-style-type: none"> • Establish grower fields • Collect visual data from field trials • Grower(s) harvest fields and evaluate for lifting/sod strength and regrowth • Install the sod on variable landscapes for evaluation • Maintain larger increase plots at UF
Year 6: 2016	<ul style="list-style-type: none"> • Continue to evaluate Grower field plots • Monitor the installs for long-term success. • Select a single accession for release • Maintain larger increase plots at UF • Establish foundation fields through FFSP

Budget

Expense	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Graduate Student (stipend, tuition and benefits)	29,000	30,000	31,000	32,000		
OPS employee*	4,000	4,250	4,500	4,750	5,000	5,250
Field Trial Charges (9 locations)**	27,000	27,000	27,000	27,000		
Greenhouse supplies	1,000	1,000	1,000			
Total Research Needs	61,000	62,250	63,500	63,750	5,000	5,250
Voluntary Cost Share: Kenworthy	13,483.05	13,487.09	13,491.14	13,495.18	13,499.24	13,503.28

*Hourly wage employee for 10 hours per week to assist with research and greenhouse and field maintenance.

**\$3,000 per year per location. Number of paid locations could be reduced depending on the ability of the cooperator to provide testing sites at no cost.

Facilities

The UF/IFAS turfgrass breeding program has available the needed greenhouse, growth chamber, field facilities and maintenance equipment to conduct the described research. We have > 2000 sq ft of greenhouse space for propagation of plants and two field research locations near Gainesville, FL with automation irrigation and sufficient equipment needed for plot establishment and maintenance.

All greenhouse and growth chamber work will be overseen by a graduate student with help from an OPS employee. All field work will be overseen by Dr. Kenworthy's biological scientist (technical support) and the graduate student and the OPS employee will provide assistance for routine maintenance activities.

Further questions concerning the proposed research agreement should be directed to Dr. Kevin Kenworthy (Kkenworthy@ifas.ufl.edu, Phone: (352) 392-1823 ext. 201)

EXCLUSIVE RESEARCH AGREEMENT OPPORTUNITY

“Development of Coarse-Textured Zoysiagrass with an Improved Response to *Rhizoctonia solani*”

Instructions for Submitting Comments and/or Proposals

If you or your company is interested in commenting on this exclusive research agreement opportunity and/or submitting a proposal, please complete the three steps on this checklist:

_____ **Step 1:** Carefully read the terms and conditions on the next two pages (pages 9 and 10) of this announcement.

_____ **Step 2:** Complete and sign the Acknowledgment Form on page 11 of this announcement, and fax it to Florida Foundation Seed Producers, Inc. ATTN: John Beutenmuller, at (877) 839-9162.

_____ **Step 3:** After FFSP receives the Acknowledgment Form, you will receive a sample questionnaire which you may use to submit your proposal. If you are only interested in commenting, please indicate such on your Acknowledgment Form and submit your comments upon returning the Acknowledgment Form. All proposals and comments must be received by Florida Foundation Seed Producers, Inc. (By US Mail: PO Box 110200, Gainesville, FL 32611-0200, By Express Courier: 1059 McCarty Hall D, Gainesville, FL 32611-0200) **before 12PM EST on Monday, May 2, 2011.**

All proposals and comments will be objectively and confidentially evaluated. FFSP is committed to evaluating proposals and comments using the following three (3) principles of the ITN process:

- 1. What is good for the State of Florida and its people?**
- 2. What is good for UF/IFAS?**
- 3. What is good for the breeder and the breeding program?**

REMINDER: All materials must be received before the deadline of **Monday, May 2, 2011 at 12pm EST.** Late proposals and/or comments will not be accepted or considered.

Florida Foundation Seed Producers, Inc. (FFSP), a not-for-profit corporation and direct support organization of the University of Florida's (University) Florida Agricultural Experiment Station (FAES), an agricultural and natural resources research program, offers the following Invitation to Negotiate (ITN).

GENERAL CONDITIONS:

ITN FORM. All proposals should be submitted after submitting the FFSP ITN Acknowledgment Form. All proposals should be submitted with one (1) complete original proposal and three (3) complete photocopies in a sealed envelope, with the following information on the outside of the envelope: ITN number, date and time of ITN closing (May 2, 2011, 12PM), and Company name, in order to be considered in the award. All ITN response sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE ITN RESPONSE PER ENVELOPE)

1. **EXECUTION OF ITN.** The ITN Acknowledgment Form must contain a manual signature of authorized representative in the space provided. ITN proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to financial considerations made by Proposer must be initialed. All ITN proposals are subject to the conditions specified herein and those which do not comply are subject to rejection.

2. **NO ITN SUBMITTED.** If not submitting an ITN, respond by returning only the ITN Acknowledgment Form, marking it "NO ITN RESPONSE", and explain the reason in the space provided along with any comments. Failure to respond three (3) times in succession without justification may be cause for removal of your company's name from the ITN mailing list. NOTE: To qualify as a respondent, Proposer must submit a "NO ITN RESPONSE", and it must be received no later than the stated ITN closing date and hour.

3. **ITN DELIVERY.** If ITN proposals are mailed through the U. S. Postal Service as regular mail, address the proposal to the PO Box as shown on the Invitation to Negotiate Acknowledgment Form; or if the ITN proposal will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the proposal to the Building and room number as shown on the ITN Acknowledgment Form.

4. **ITN OPENING.** Proposals shall be opened after the closing date and time specified on the ITN Acknowledgment Form. Proposers shall be responsible to assure that the ITN response is delivered at the proper time and place prior to the ITN closing. ITN responses, which for any reason are not so delivered, will not be considered. NOTE: ITN Notice of an unspecified award may be posted electronically at <http://FFSP.net> listed as ITN.

5. **PROPOSAL WITHDRAWAL.** A Proposer may withdraw a submitted proposal at any time up to the ITN closing. To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the ITN contact before the ITN closing. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the ITN closing.

6. **INQUIRIES.** All changes, if necessary, shall be made by written addendum to the ITN. Any explanation desired by Proposer's must be requested of FFSP in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Proposer who has received a set of the ITN documents from FFSP. FFSP will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of this ITN. A verbal statement regarding same by any person shall be non-binding. FFSP is not liable for any costs or actions resulting from the Proposer accepting verbal direction. Proposers must notify FFSP of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to the Intellectual Property & Licensing Director of FFSP.

7. **ERRORS.** FFSP is not liable for any errors or misinterpretations made by the Proposer in responding to this ITN.

8. **AMENDMENT AND CLARIFICATION.** FFSP reserves the unilateral right to amend this ITN in writing at any time. FFSP reserves the right to cancel or reissue the ITN at its sole discretion. Proposers will respond to the final written ITN and any exhibits, attachments, and amendments.

9. **ITN INTERPRETATION.** Interpretation of the wording of the ITN document submitted by the Proposer will be the responsibility of FFSP and that interpretation will be final and binding.

10. **PROPOSAL REJECTION.** FFSP shall have the right to reject any or all ITN proposals and in particular to reject a proposal not accompanied by data required by the ITN or in any way incomplete or irregular, including omission of financial considerations. Conditional ITN proposals will not be accepted.

11. **PRICES, TERMS.** Proposers are expected to examine the project scope, specifications, schedule, proposed terms, and all instructions pertaining to the ITN. Failure to do so will be at Proposers' risk. Prices proposed will

govern in the award, however, Fees, Royalties and Price are not the only considerations in selection for the award.

12. **CONFLICT OF INTEREST.** Proposers must disclose with their proposal any actual or potential conflicts of interest. All Proposers must disclose with their ITN the name of any officer, director, or agent who is also an employee of FFSP or University or any State Employee. Further, all Proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

13. **PERFORMANCE INVESTIGATIONS.** As part of the proposal evaluation process, FFSP may make inquiries and investigations, including verbal or written references from Proposer's customers, to determine the ability of the Proposer to offer service.

14. **INDEPENDENT CONTRACTOR.** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the firm an agent or representative of FFSP for any purposes in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed under any License or Research Agreement awarded as a result of this ITN.

15. **SELECTION.** As the best interest of FFSP acting as a direct support organization of the University may require, the right is reserved to make selections by individual item, group of items, all or none, or a combination thereof; to reject any and all ITN proposals or waive any minor irregularity or technicality in ITN proposals received. Proposers are cautioned to make no assumptions of acceptance, until receiving written notice and that Fees, Royalties and Price are not the only consideration in the award.

16. **AWARD.** Award shall be made to the responsive Proposer whose proposal is determined to be the most advantageous to FFSP. Price, although a consideration, will not be the sole determining factor. FFSP or University is under no obligation to award a contract as a result of this ITN.

17. **CANCELLATION.** FFSP by written notice may terminate this ITN without penalty or cause, in whole or in part, when such action is deemed by FFSP to be in the best interest of FFSP.

18. **INTERPRETATIONS/DISPUTES.** Any questions concerning conditions or negotiation considerations shall be directed in writing to the Intellectual Property & Licensing Director of FFSP. Inquiries must reference the date of ITN closing and the ITN number. No interpretations shall be considered binding unless provided in writing by the FFSP in response to requests in full compliance with this provision.

19. **LEGAL REQUIREMENTS.** This ITN and any contract resulting from this ITN, and any disputes thereunder, shall be construed exclusively in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FFSP and Proposer hereby agree that venue shall lie exclusively in Alachua County, Florida. Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an ITN response hereto and the FFSP, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

20. **ADVERTISING.** In submitting an ITN proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

21. **ASSIGNMENT.** Any contract issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of FFSP.

22. **LIABILITY and INDEMNITY.** The Proposer shall indemnify and hold FFSP, the University of Florida Board of Trustees, the Florida Board of Governors, and their respective employees, directors, officers, and agents harmless from all costs, expenses, claims, damages, penalties and losses (including without limitation reasonable attorneys' fees and experts' fees) arising out of, relating to or resulting from any contract awarded as a result of this ITN and from the Proposer or third persons planting or use of the FFSP materials.

23. **FACILITIES.** FFSP reserves the right to inspect the Proposer's facilities at any time with prior notice.

24. **TERMINATION.** Upon termination of the project, FFSP shall give notice with instructions for return of sound samples, which include shipping authorization and name of carrier. Upon receiving a written request from FFSP, Proposer agrees to return to FFSP sufficient sound samples as instructed. If no instructions are received from FFSP, the Proposer shall give fifteen (15) days notice to destroy all commodities to the FFSP Intellectual Property & Licensing Director. After fifteen (15) days, the entire supply of commodities shall be destroyed by the Proposer, without exception for other options or hold backs.

25. **RESERVATION OF RIGHTS.** FFSP retains sole rights, titles and ownership of the supplied Intellectual Property (IP), including all plant material and associated information provided in performance of the project

and all current and future plant patents, plant variety protection (PVP), copyrights and trademarks. No one is permitted to file for IP protection, except University, FFSP or their designees. FFSP is enabled by University to file for IP protection and to contract out all forms of IP to commercial entities. Breeding, selection, or modifications to the plant materials and IP supplied are prohibited.

26. **CONFLICT BETWEEN DOCUMENTS.** If any terms and conditions contained within the documents that are a part of this ITN or resulting contract that are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting License or Research Agreement, as applicable, shall govern in the following order of precedence: amendment, contract and addendum(s), addenda to invitation to negotiation, special conditions, general conditions, invitation to negotiate.

27. **EXPENSE.** All proposals submitted in response to this ITN must be submitted at the sole expense of the Proposer, whether or not any agreement is signed as a result of this ITN. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

28. **NO WARRANTIES.** FFSP MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MATERIALS, INCLUDING, WITHOUT LIMITATION, (I) THAT THE USE OF THE MATERIALS DOES NOT OR WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR (II) THAT THE USE OF THE MATERIALS IS SAFE AND WITHOUT HAZARD. FFSP IS UNDER NO OBLIGATION TO OBTAIN OR PROVIDE LICENSES THAT MAY BE REQUIRED FOR THE USE OF THE MATERIALS BY PROPOSER. IN ADDITION, PROPOSER SHALL ASSUME ALL RISKS RELATING TO, RESULTING FROM OR ARISING OUT OF THE USE OF THE MATERIALS.

SPECIAL CONDITIONS:

29. **USE OF TERMS.** The terms proposer, cooperator, firm, vendor, company, and contractor are used synonymously in this ITN unless otherwise indicated.

30. **MISCELLANEOUS.** FFSP encourages free competition for the award of this ITN. Any persons who may have a direct or indirect economic or business interest with any Proposer responding to the solicitation, is obligated to notify the Intellectual Property & Licensing Director of FFSP prior to accessing the ITN package contents and information and may be denied participation and access to the ITN.

31. **CONTRACT.** This ITN, the written proposal submitted, and modifications to terms as negotiated and agreed to by the parties shall be incorporated into the final contract for consideration.

If your company is interested in commenting and/or proposing for this exclusive research opportunity, please complete and sign this Acknowledgment Form agreeing to the above terms and conditions of the ITN and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.

SUBMIT I.T.N. AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

I.T.N. PROPOSAL DUE: MONDAY, MAY 2, 2011 AT 12PM EST		I.T.N. NO.:
PROPOSALS MAY NOT BE WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.		ITN 11-05
I.T.N. OPEN DATE: January 25, 2011	FFSP AGENT: John C. Beuttenmuller	I.T.N. TITLE: Exclusive Research Opportunity: Development of Coarse-Textured Zoysiagrass with an Improved Response to <i>R. solani</i>
PROPOSER NAME/COMPANY NAME:		PROPOSER CONTACT (NAME):
PROPOSER'S MAILING ADDRESS (Phys.):		
CITY – STATE – ZIP CODE - COUNTRY:		
AREA CODE:	TELEPHONE NO.:	EMAIL:
	ALTERNATE NO.:	WEBSITE:
	FAX NO.:	

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE