PLEASE COMPLETE ACCURATELY AND FULLY. THIS INFORMATION IS NEEDED FOR AN ACCURATE AND TIMELY EVALUATION AND PROCESSING OF YOUR VARIETIES.

Note: If multiple varieties/experimental lines have the same development period, include all in a single disclosure form.

1.

|  |  |  |
| --- | --- | --- |
| SPECIES: |  | |
| NAME OF VARIETY(S): |  | |
| EXPERIMENTAL DESIGNATION(S): |  | |
| PROPAGULE TYPE (clone, inbred, hybrid, population) |  | |
| Development Period1 | Beginning | End |
| 1The beginning of the development period is the fiscal year in which: 1) in the case of a pure line or clonally propagated line, the final cross was made leading to the population from which the variety was selected; 2) in the case of cross-pollinated synthetic varieties, the parents of the variety were selected from the source population; 3) in the case of backcross derived varieties, the initial cross was made; 4) in the case of inbred lines for hybrid varieties, the first selfing from the source of the inbred line was made; 5) in the case of microorganism-specific varieties, the variety was first altered with or using systemic microbes; or 6) in the case of mutagenesis and/or transformation of the parents of a variety, the mutant or primary transformant was detected in the parents of the variety.  The end of the development period is the first fiscal year in which: 1) the variety was advanced into federal registration trials, in the case of normal varieties or hybrids requiring registration; 2) an application was submitted for Plant Breeders' Rights or similar form of protection; 3) the experimental line or variety was released to a third party under a commercial licensing agreement; 4) propagation of the experimental line or variety was initiated for commercial purposes such as pedigreed seed increase; or 5) the variety was disclosed. | | |

2. INVENTORS: Give the names and positions of all individuals (faculty, research associates, post doctoral fellows, staff, students, etc.) who may have made an intellectual input into the varieties. Those who simply followed instructions would not qualify as inventors. If there is any doubt include the name and mark with a "?".

|  |  |  |
| --- | --- | --- |
| Name | Position | Percent contribution (total=100) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

3. PEDIGREE AND BREEDING METHODS

i) Describe the crosses and breeding methods used to develop the variety.

**If non-University of Guelph varieties/germplasm stocks were used as parents, please include copies of the Materials Transfer Agreements or similar documentation governing their use for breeding.**

ii) Do the varieties contain traits subject to license from a third-party?

|  |
| --- |
| Note: Information provided in the following five sections (4 through 8) may be publicly disclosed to external agencies as part of the tender and licensing process. Any information that should remain confidential should be listed in section 9.  This information could also be summarized in a spreadsheet. |

4. BRIEF DESCRIPTION

Give a short description of the varieties indicating its attributes and region of adaptation and/or application.

5. PERFORMANCE

Where has the variety been tested? If available, provide a summary of performance relative to existing varieties.

6. UNIQUE CHARACTERISTICS

Does the variety have unique feature or a combination of features not found in varieties currently in the marketplace?

7. STATUS OF PEDIGREED STOCK

Describe the status of the maintenance and increase of pedigreed stock. Who will maintain the breeder stocks? What quantities are/will be available to initiate commercial distribution?

8. MARKET AND OTHER CONFIDENTIAL INFORMATION

i) Does any third-party have a license option to the variety under a research agreement?

ii) Has any third-party received the variety for evaluation? If yes, please list them.

iii) Has any market analysis been conducted? Has any external party indicated interest in the technology?

10. RESEARCH SUPPORT

**The technology has been developed through support of OMAFRA if at least 10% of the research funding and support has been provided from OMAFRA. I/we have elected to use a 1/3 OMAFRA 2/3 University ratio for allocation of cost/benefit associated with the varieties.**

FUNDING SUMMARY

|  |  |
| --- | --- |
| Funding sources | % |
| OMAFRA | 33.33 |
| University | 66.67 |
| Total | 100 |

11. ASSIGNMENT

1. **Assignment**: For good and valuable consideration as described herein, we (I), the undersigned Inventor(s) hereby assign to UG all of our (my) right, title and interest, in every country of the world, in and to the Varieties described in the Plant Variety/Germplasm Disclosure to which this agreement is appended (the Disclosure), including rights to all patents and patent applications, copyrights, trademarks, trade secrets, biological materials and plant breeders’ rights.
2. **We (I), the Inventor(s) further agree that**:

(a) we (I) have read the completed Disclosure, and declare that it is complete and accurate, including the list of sources of funding used to develop the Varieties;

(b) we (I) hereby warrant that we (I) are (am) all of the inventor(s) of the Varieties;

(c) we (I) have not assigned or granted any license or interest in the Varieties to any third party;

(e) we (I) will reasonably cooperate with UG in the evaluation and commercialization of the Varieties;

(f) we (I) will sign all papers as necessary to obtain protection or confirm assignment of the Varieties in the name of UG and give testimony that, in the opinion of UG, may be necessary to obtain, sustain or affirm related patents, copyrights and/or trademarks;

(g) commercialization is an uncertain process, and we (I) agree that UG shall not be liable to us (me) for any damages as a result of its performance or non-performance of any Commercialization Activities;

(h) any revenues to which the Inventor(s) are (is) entitled under Section 3(c) will be divided between us (me) or our (my) estate(s) according to our (my) contribution as indicated in Section 2 of the Disclosure. In the event a person(s) other than us (me) claims any right, interest, title, or ownership in the Varieties, we (I) agree that the proven or verified rights or interest of any such person(s) shall be compensated out of and in proportion to our (my) share as set out in this Section 2(h); and,

(i) we (I) have read and understand this agreement, and have had sufficient opportunity to seek independent legal advice.

1. **Upon receipt of this completed Disclosure and Assignment, UG shall**:

(a) as appropriate, conduct activities with respect to the Varieties, including but not limited to: evaluation; intellectual property protection; marketing; licensing; selling; negotiating; entering into and administering agreements; and, providing financial accounting (together, the “**Commercialization Activities**”);

(b) provide Inventor(s) with regular updates on Commercialization Activities; and,

(c) provide to the Inventor(s) fifty percent (50%) of net revenues received as a result of Commercialization Activities, where “net revenues” means revenues retained by UG after recovery of direct expenses and after payments to third parties who may have a financial interest in the Varieties, such as OMAFRA. Payments to Inventor(s) will be made by UG periodically in accordance with its current practice.

**4. Additional Items**

a) This agreement shall be in effect from the date of last signature below. UG may terminate this agreement when, in its sole opinion, there is insufficient prospect that Commercialization Activities will be successful. In the event of termination under this Section 4(a), (i) UG shall be released from further obligation to pay costs associated with Commercialization Activities, and (ii) UG shall offer to assign all right and title to the Varieties back to the Inventor(s). UG shall advise the Inventor(s) of its intention to terminate this agreement under this Section 4(a) by notice in writing sent to the Inventor(s) at the email address specified in the ROI.

(b) This agreement contains the entire agreement between the Inventor(s) and UG and supersedes all prior agreements, negotiations, representations and proposals, written and oral.

(c) This agreement may not be modified except in writing signed by all of the Inventors and UG.

(d) This agreement may be signed electronically and in counterparts and may be delivered electronically.

(e) This agreement is governed by the laws of the Province of Ontario and, subject to Article 40 of the collective agreement between the University of Guelph and the University of Guelph Faculty Association, the Inventor(s) and UG attorn to the exclusive jurisdiction of the provincial and federal courts in the Province of Ontario.

|  |  |  |  |
| --- | --- | --- | --- |
| **Inventors** | **Name** | **Signature** | **Date**  (dd/mmm/yyyy) |
| **Primary**  **Contact A** |  |  |  |
| **Inventor B** |  |  |  |
| **Inventor C** |  |  |  |
| **Inventor D** |  |  |  |
| **Inventor E** |  |  |  |
| **Inventor F** |  |  |  |

|  |
| --- |
| **Accepted and Approved by the University of Guelph**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Sherri Cox Date:  Title: Executive Director, Research Innovation |