

# 'FLO2011'

## HULL-LESS WINTER OAT CULTIVAR (PVP PENDING)

### EXCLUSIVE TERRITORY: U.S.A.

'**FL02011**' is a new, hull-less winter oat variety that was released under the SUNGRAINS cooperative small grain breeding program. '**FL02011**' is a good forage-type oat due to its vigorous, early season growth and high tillering capacity. It grows to a medium height, matures early, and has good grain yield and excellent crown rust resistance. '**FL02011**' has performed very well in both grain and forage trials and is broadly adapted to the Southeastern U.S. Co-developed by the University of Florida and Louisiana State University Agricultural Center (LSUAC) and offered for exclusive license by Florida Foundation Seed Producers, Inc.



Florida Foundation Seed Producers, Inc. (FFSP) invites all interested parties to submit comments and/or proposals for exclusive license of this new hull-less winter oat variety for the territory of the USA by following the instructions contained in this packet. The deadline for FFSP receipt of all required materials is [Friday, April 1, 2011 at 12PM EST](#). For more information, please contact FFSP at [beutt@ffsp.net](mailto:beutt@ffsp.net).

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## What is an ITN?

Newly developed cultivars, experimental lines, and plant germplasm are routinely approved for release through UF's Florida Agricultural Experiment Station (FAES). Florida Foundation Seed Producers, Inc. (FFSP), a not-for-profit corporation and direct support organization of the University of Florida, is continuously seeking full-service companies to be strategic production and marketing cooperators in commercialization of a diverse portfolio of newly developed plant cultivars. On high value crops, there are usually several companies that express interest in an opportunity for an exclusive license for improved plant cultivars. The ITN is a process which enables FFSP to fairly and objectively evaluate all commercial proposals and effectively identify superior companies to deliver new cultivars to the public. In return, companies provide royalties back to FFSP and FAES to reinvest in the breeding and development of new improved cultivars.

The Invitation to Negotiate (ITN), implemented in 2006, is a process to provide exclusive licensing of UF's patent protected and proprietary cultivars. The ITN process encourages an open engagement of all interested companies. Companies submitting proposals to an ITN will be evaluated consistently and fairly by a review committee comprised of staff members of FFSP and expert faculty advisors from FAES. The use of the ITN is triggered when a commercial entity communicates its wishes to engage in a new business opportunity for contracting plant germplasm or a plant cultivar by a limited exclusive license arrangement. It is sometimes necessary to restrict marketing to a limited number of licensed entities, in order to make a commercial success of a new cultivar.

FFSP strives to secure the company/companies that best meet the needs of UF, the breeding program, and the State of Florida. Responders to the ITN will be evaluated using a consistent methodology, allowing review committee members to weigh core elements and objectively evaluate multiple proposals. The ITN specifications objectively guide critical responses in a proposal and are designed to explore the projects commercial scope for a sustainable business, consistent with the necessity to deliver FAES plant breeding products and technology to the public. The ITN questions the interested companies to describe their prior experience and current business model. Companies are asked to describe a plan of action concerning the new business opportunity. The ITN also requests details of marketing and production plans which will successfully deliver a sound commercial operation and ensure that sustaining royalties are returned to support the FAES breeding program. Initiation of an ITN and the participation by a company in an ITN process does not mean a license will be eventually awarded; only that responsive companies will receive consideration and a fair evaluation of proposals submitted.

At the conclusion of the ITN process, it is everyone's hope that most details can be mutually agreed upon, resulting in an award of a license to a qualified and successful commercial enterprise.

Please refer to the terms and conditions (pages 9-10) of this ITN for specific specifications and instructions.

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## Instructions for Submitting Comments and/or Proposals

If you or your company is interested in commenting on this exclusive licensing opportunity and/or submitting a proposal for the exclusive license for the 'FLO2011' (U.S. PVP Pending) hull-less winter oat cultivar for the territory of the USA, please complete the three steps on this checklist:

\_\_\_\_\_ **Step 1:** Carefully read the terms and conditions on 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 on this exclusive licensing opportunity, 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 Friday, April 1, 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 **Friday, April 1, 2011 at 12pm EST**. Late proposals and/or comments will not be accepted or considered.

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## Cultivar Description

For the last 15 or so years, the breeders at UF and LSU have been working with a genetic trait that causes the lemma and palea (fibrous covering of regular oats) to be papery thin and thresh free of the kernel in the harvesting process. Higher in protein and lysine and much lower in fiber than regular oats, hull-less oats like **'FL02011'** have a highly desirable, digestible fat that lowers blood cholesterol levels. **'FL02011'** has notable disease resistance, a high test weight, strong straw, early maturity, good yield potential, and desirable early season forage production.

**'FL02011'** is the first hull-less oat with free threshing and superior disease resistance. The only hull-less variety that was released in recent years for use in the Southeast is 'Caballo' (U.S. PVP No. 200600232), but this variety is susceptible to crown rust and therefore not widely grown in the Southern Coastal Plains. Since all the hulls thrash off during the combining process, **'FL02011'** has an approximate test weight of 40 lbs/bu, compared to normal oats which average 32 lbs/bu. **'FL02011'** has considerable potential for forage, grain, conservation tillage, and wildlife purposes in the Southern U.S.

Hull-less oats are sometimes difficult to handle because the germination of the unprotected kernels can easily be lowered by mechanical damage at harvest. However, the grain quality of hull-less oats is superior to regular (hulled) oats. Animal Scientists at NFREC-Marianna have done feeding trials of swine with hull-less oats and the performance of the animals was excellent.

In 2009, **'FL02011'** was entered into the Florida Elite Forage Trial with 45 regular oats in a clipping test conducted at Marianna, FL (Table 2). The total season production was lower than that of the released oats, but the early season forage production of **'FL02011'** was outstanding. Thus, making **'FL02011'** highly attractive as a wildlife forage due to the desirability of early season production.

For additional data on **'FL02011'**, please contact:

Dr. Ann Blount

Associate Professor, UF/IFAS

Phone: (850) 544-0905, Email: [paspalum@ufl.edu](mailto:paspalum@ufl.edu)

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## Data Tables

**Table 1.** Nuda Elite Oat Trial at Winnsboro, LA in 2009

	Grain Yield	Test Weight	Test Wt Clean	Nuda Percent	Seed Quality	Head Day	Plant Ht	Lodging Score	Pheotype
Brand/ Variety	bu/a	lbs/bu	lbs/bu	%	0-9	of yr	in	0-9	0-9
Horizon 201 (U.S. PVP No. 200900466)	<b>136.7</b>	<b>28.3</b>	<b>30.9</b>	<b>0.0</b>	<b>3.5</b>	<b>94</b>	<b>43</b>	<b>2.5</b>	<b>4</b>
Horizon 270 (U.S. PVP No. 200900002)	<b>130.6</b>	<b>30.6</b>	<b>32.8</b>	<b>0.0</b>	<b>3.0</b>	<b>93</b>	<b>37</b>	<b>0.0</b>	<b>4</b>
FL04178-FLID-B-S-2	114.1	37.0	41.1	90.0	4.5	84	38	9.0	3
Caballo (U.S. PVP No. 200600232)	<b>107.6</b>	<b>29.1</b>	<b>34.0</b>	<b>50.0</b>	<b>2.0</b>	<b>86</b>	<b>38</b>	<b>7.0</b>	<b>3</b>
LA02012-S-B-139-S2-B-S1	106.2	32.6	39.2	95.0	2.8	85	36	8.3	3
FL02011-I-J2	105.1	39.6	44.8	95.0	2.0	95	43	0.0	5
Buff	<b>101.9</b>	<b>40.7</b>	<b>45.2</b>	<b>95.0</b>	<b>2.5</b>	<b>88</b>	<b>46</b>	<b>1.5</b>	<b>5</b>
FL04178-FLID-B-S-3	101.9	36.4	42.7	95.0	4.5	83	36	9.0	4
FL02011-I-J1	101.5	39.3	44.7	95.0	2.5	94	39	0.0	5
LA02012-S-B-139-S2-B-S2	101.4	32.7	39.2	95.0	2.5	85	36	4.5	3
LA99012SBSBS-3-3-B-S-B-S2B-S3	99.5	35.8	42.1	95.0	2.0	88	42	2.0	4
LA2010SBSBSBSBS-3	98.3	31.1	39.5	95.0	3.5	86	39	4.0	3
LA02043-I-J1	97.0	28.2	40.2	95.0	3.0	89	41	8.0	3
FL99155-P1	96.1	33.7	40.3	99.0	1.5	86	36	5.0	4
LA02012-S-B-139-S2-B-S1-1	93.7	30.7	37.1	95.0	3.5	86	36	8.5	4
FL040112-L6	93.7	39.4	44.2	95.0	3.5	85	39	4.5	4
FL03184-K3	92.8	28.8	37.8	90.0	6.0	89	42	3.0	5
FL03011-K4	90.3	37.9	42.2	92.5	2.5	84	38	4.5	5
LA02012SBSBSBSBS-9-B-S1	90.1	35.9	42.7	95.0	6.0	86		4.5	4
FL04112-L5	84.6	40.1	45.4	95.0	3.5	85	41	6.0	4
FL03184-FLID-B-S1	93.4	31.3	37.7	95.0	4.5	89	42	0.0	5
LA02043-S-B-80-S2-B-S1	83.1	35.5	41.3	95.0	4.0	90	40		5
LA0210SBSBSBSB-S1	82.7	36.0	43.9	95.0	1.0	91	44	4.0	5
LA03066S-K1	67.5	36.6	43.2	95.0	2.5	96	41	0.0	5
Mean	<b>98.3</b>	<b>34.5</b>	<b>40.5</b>	<b>85.5</b>	<b>3.2</b>	<b>88</b>	<b>40</b>	<b>4.3</b>	<b>4</b>
CV	<b>9</b>	<b>6</b>	<b>2</b>	<b>1.0</b>	<b>17.0</b>	<b>2</b>	<b>5</b>	<b>71.0</b>	<b>17</b>
LSD	<b>15.5</b>	<b>3.3</b>	<b>1.7</b>	<b>1.6</b>	<b>0.9</b>	<b>3</b>	<b>4</b>	<b>6.0</b>	<b>1</b>

**Bold** indicates a released (commercial) variety, others are non-released breeding lines.

Lodging: 0 = none, 9 = severe

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## Data Tables

**Table 2.** Florida Elite 2009 Forage Data (Marianna, FL)

Variety	1-14-09 Lbs	2-25-09 Lbs	3-25-09 Lbs	4-15-09 Lbs	Total Lbs	Quincy HD
LA04023-L3	970	915	1647	1258	4790	97
Bw1703	800	906	1480	1534	4720	112
FL0046-E7	774	794	1849	1258	4675	92
FL04179-L1	902	1135	1767	823	4627	100
FL04179-L2	688	989	1619	1297	4593	103
<b>Horizon 201 (U.S. PVP No. 200900466)</b>	<b>881</b>	<b>854</b>	<b>1747</b>	<b>997</b>	<b>4479</b>	<b>97</b>
FL04136-L2	1200	642	1145	1471	4458	91
LA04023-L2	902	920	1409	1191	4422	91
LA04005S1.1	532	942	2146	774	4394	103
FL04126-L3	788	939	1396	1200	4323	93
<b>LA99016 (U.S. PVP No. 200900462)</b>	<b>821</b>	<b>1038</b>	<b>1632</b>	<b>697</b>	<b>4188</b>	<b>93</b>
FL04154-L3	918	765	1180	1206	4069	105
FL04146-L2	797	810	1596	789	3992	92
FL03041-K5	906	634	1320	1094	3954	87
LA03039SB-L2	707	889	1313	1026	3935	90
<b>Horizon 270 (U.S. PVP No. 200900002)</b>	<b>897</b>	<b>370</b>	<b>1496</b>	<b>1123</b>	<b>3886</b>	<b>89</b>
FL03027-L2	680	634	1452	1074	3840	103
LA04003S-L4	1283	37	1082	1394	3796	84
FL04121-L4	821	801	1396	732	3750	98
FL04146-L3	701	844	1302	900	3747	99
FLQR1894-L1	1081	314	1331	992	3718	99
FL04164-L4	634	744	1408	906	3692	99
FL03166-L10	1042	572	1620	434	3668	90
FL03068-K2	927	320	1351	1016	3614	93
FL04121-L3	973	363	1378	871	3585	92
FL03129-Ab7	971	415	1338	852	3576	98
FL03211-L2	869	176	1560	942	3547	97
FL04187-L4	967	88	1124	1346	3525	97
FL04164-L1	1103	317	1124	961	3505	97
FL04142-L1	895	202	1425	968	3490	97
FL03199-L1	748	651	1522	561	3482	90
FL03166-L7	818	519	1299	774	3410	92
FL03084-L1	1330	82	944	7045	9401	85
FL03117-L7	798	348	1441	808	3395	88
FL04126-L4	783	324	1254	997	3358	91
<b>FL02011-I-J2</b>	<b>1360</b>	<b>143</b>	<b>765</b>	<b>1016</b>	<b>3284</b>	<b>88</b>
LA04003S-L3	1205	0	783	1258	3246	90
FL0547-Ab1	1239	0	1030	939	3208	79
FL03144-L4	1267	0	583	1336	3186	90
LA04017S-L1	846	67	1426	794	3133	92
FL03166-L3	811	442	1457	411	3121	89
FL04160-L1	1218	0	928	906	3052	90
FL03153-L4	1277	0	757	933	2967	89
FL04157-L2	1708	0	200	881	2789	77
FL0567-Ab3	1429	0	704	649	2782	77
FL0542-Ab7	1762	0	317	436	2515	76
Mean	979	477	1284	979	3712	
CV	19	31	22	28	11	
LSD	253	198	380	380	562	

**Bold** indicates a released (commercial) variety

Although the total season production was lower than that of the released regular oat checks, the early season forage production for 'FL02011' was outstanding.

## Data Tables

**Table 3.** Seed Quality Analysis from Dairy One

<b>Grain Analysis Results Dry Matter Basis</b>		
	<i>Percent</i>	
	<b>FL02011</b>	<b>Horizon 201</b>
<b>Crude Protein</b>	15.1	12.7
<b>Acid Detergent Fiber</b>	3.8	9
<b>Neutral Detergent Fiber</b>	9.1	18.8
<b>NFC</b>	65.3	59.1
<b>Starch</b>	60.1	52.9
<b>Crude Fat</b>	7.8	6.7
<b>TDN</b>	88	83
<b>Calcium</b>	0.08	0.16
<b>Phosphorus</b>	0.29	0.23
<b>Magnesium</b>	0.09	0.08
<b>Potassium</b>	0.49	0.61
<b>Sodium</b>	0.004	0.009
<b>Sulfur</b>	0.21	0.15
	<i>Mcal/Lb</i>	
<b>Horse DE</b>	1.75	1.61

Data from grain samples grown at Quincy, FL 2010.  
 Analysis done by Dairy One, Forage Laboratory, Ithaca, NY.

## Data Tables and Photos

**Table 4. Typical Analysis of Seed of Hull-less Oats as compared to Corn and Regular Oats**

(%)	Corn	Regular Oats	Hull-less Oats
<b>TDN</b>	<b>84</b>	<b>74</b>	<b>87</b>
<b>Protein</b>	<b>10</b>	<b>14</b>	<b>19</b>
<b>Lysine</b>	<b>0.25</b>	<b>M*</b>	<b>0.65</b>
<b>Fat</b>	<b>4.2</b>	<b>M*</b>	<b>9</b>
<b>ADF</b>	<b>3.8</b>	<b>15.9</b>	<b>4.4</b>
M* = Missing Data			

**Photo 1. Regular Oats (left) compared to Hull-less Oats (right)**





**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 (April 1, 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 an exclusive license for 'FL02011' hull-less winter oat cultivar for the territory of the USA, 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: <b><u>FRIDAY, April 1, 2011 AT 12PM EST</u></b>		I.T.N. NO.:
PROPOSALS MAY NOT BE WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.		<b>ITN 10-06</b>
I.T.N. OPEN DATE: <b>January 25, 2011</b>	FFSP AGENT: <b>John C. Beuttenmuller</b>	I.T.N. TITLE: <b>'FL02011' Hull-less Winter Oat Cultivar</b>
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