

AGREEMENT FOR PROVISION OF PLANT PCR PATHOGEN TESTING SERVICES

THIS AGREEMENT is made this [] day of [], 20 [], by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation acting for and on behalf of the Davis campus FOUNDATION PLANT SERVICES ("University") and [] ("USER")

RECITALS:

WHEREAS, the University has a constitutional mission of instruction, research, and public service; and

WHEREAS, the services of University may be extended to non-University users (including, when permitted by University policy, University students, faculty and staff requesting such services for their personal use) only when, in the sole judgment of the University, such action will serve purposes consistent with the University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by USER have been determined to serve purposes consistent with University objectives and their provision to USER not to adversely affect the conduct of University activities; and

WHEREAS, USER has determined that the services in question cannot be adequately performed by other agencies or commercial firms;

NOW, THEREFORE, University agrees to furnish to USER certain services, subject to the following terms and conditions. USER agrees that no other terms and conditions, including those of any purchase order issued by USER, shall apply unless explicitly incorporated herein.

TERMSANDCONDITIONS

1. DEFINITION OF SERVICE. A total of [] plant samples, as specified in Attachment A to this Agreement, will be analyzed using polymerase chain reaction (PCR) to test for presence of plant pathogens. Upon completion of testing, a written report of the results shall be provided to the USER.

- a. Samples which are received in unsatisfactory condition or which have not been clearly identified will not be tested. University shall notify USER immediately of any samples that are unusable.
 - b. It shall be the USER's responsibility to maintain its own records of the variety, clone, selection and/or field location associated with each sample submitted. University will maintain sample identity by sample number only.
2. TERM. The term of this agreement shall be 1-3 year(s) from the date last signed.
3. TERMINATION. This agreement shall be subject to termination by either party at any time, upon five (5) days written notice to the other party.
4. ALTERATION, AMENDMENT. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. RATES. Charges for services rendered under this agreement shall be in accordance with the rate schedule of the Facility found at <http://fpms.ucdavis.edu/CustomServices.html>, Grape PCR Disease Testing PCR Description & Prices. USER agrees to pay a total not to exceed \$.
6. PAYMENT OF CHARGES/TAX INFORMATION. USER shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. User shall submit a W-9 form with tax identification number shown, or, if User is an individual, University shall contact User for its social security number. University shall have the right to terminate this agreement without notice if USER fails to pay charges for services rendered hereunder within sixty (60) days following USER's receipt of University's invoice. USER shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.
7. DISCLAIMER OF WARRANTY.
 - A. Although PCR is a very powerful and sensitive detection tool, it has its limitations. USER understands and agrees that:
 - 1) The PCR tests performed under this Agreement are for specific pathogens that have been associated with causing certain symptoms in plants. However, these may not be the sole agents of a particular disease. There may be other agents that produce the same disease symptoms.

USER understands that it is possible that a plant that PCR shows negative for a certain pathogen may still show symptoms of the disease caused by that pathogen.

2) Another factor that may affect test results is the distribution of a particular pathogen in the plant. Some pathogens may replicate and move slowly in a plant, and may not be uniformly distributed by the time of sample collection. Therefore, it is possible for a sample to test negative by PCR even though the pathogen is present in the vine.

3) Sample condition also affects PCR test outcome. Sample condition is the sole responsibility of USER.

B. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. NON-LIABILITY OF UNIVERSITY.

A. University shall not be liable, by reason of its performance under this agreement, for any loss of profits, claims against USER by any third party, or consequential damages even if University is advised of the possibility of such loss, claims, or damages. USER agrees that University's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid by USER for the particular services rendered.

B. The foregoing to the contrary notwithstanding, USER agrees that University shall incur no liability to USER or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services pursuant to this agreement.

C. University shall incur no liability to USER or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by USER or delivered to University by USER in connection with this agreement. USER accepts all liability for risk of loss to any and all such property.

9. INDEMNIFICATION AND INSURANCE OF USER. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

10. UNIVERSITY'S RIGHT TO USE DATA. University shall have the unrestricted right to use for its own purposes, including publication, any data or information that it may develop in connection with or as a result of performing the services described.

11. UNIVERSITY NAME. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

12. RELATIONSHIP OF THE PARTIES. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

13. NOTICE. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

UNIVERSITY:

Business Contracts Office
 University of California
 One Shields Avenue
 Davis, California 95616-8600 U.S.A.

USER:

Company Name
 Attn:
 Mailing Address
 City, State, Zip

(Area Code and Phone Number)

WITH COPY TO:

Foundation Plant Services
 Attn: I & D Office
 University of California
 One Shields Ave.
 Davis, California 95616-8600 U.S.A.

Signature page follows:

14. WHOLE AGREEMENT. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

USER:

By: _____
Deborah Fraga-Decker
Associate Director
Contracting Services
UC Davis

By: _____

Deborah

Date _____

Date _____

Rev. 6/4/13

Attachment A

Foundation Plant Services, University of California

Mailing Address: One Shields Ave., Davis, CA 95616-8600 USA **Street Address:** 455 Hopkins Rd.
Phone: (530) 752-3590 **FAX:** (530) 752-2132 **Email:** fps@ucdavis.edu **Web:** http://fps.ucdavis.edu

FPS GRAPEVINE PCR PATHOGEN TESTING REQUEST FORM

Please complete all information in top half of form, leaving shaded areas blank. Then specify below the pathogen(s) each sample is to be tested for. If full panel is desired, check "All tests" column. Please label & identify samples only by sample number, being sure to keep your own records of the identity of each sample. Use additional pages if needed.

Date of Request: _____

FPS Order No.:

Total Number of Samples Submitted: _____

Page ____ of ____

Contact Person: _____

Phone #: (____) _____

Company Name: _____

FAX #: (____) _____

Mailing Address: _____

Email: _____

City, State, ZIP: _____

Comments/Special Instructions: _____

Pathogen Tests Requested (please /tests desired)

Sample #:	All tests	GLRaV1	GLRaV2	GLRaV2-RG	GLRaV3	GLRaV4	GLRaV5	GLRaV7	GLRaV9	GRBaV	GVA	GVB	GVD	RSPaV	GFLV	GFKV	TomRSV	ArMV	PD	Phytoplasmas
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				

Additional Samples & Disease Test Key on Following Page

Sample #:	All tests	GLRaV1	GLRaV2	GLRaV2-RG	GLRaV3	GLRaV4	GLRaV5	GLRaV7	GLRaV9	GRBaV	GVA	GVB	GVD	RSPaV	GFLV	GFKV	TomRSV	ArMV	PD	Phytoplasmas	
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KEY TO PATHOGEN TEST ABBREVIATIONS:

All Tests = Entire 18-test panel
GLRaV1 = Grapevine Leafroll-Associated Virus 1
GLRaV2 = Grapevine Leafroll-Associated Virus 2
GLRaV3 = Grapevine Leafroll-Associated Virus 3
GLRaV4 = Grapevine Leafroll-Associated Virus 4
GLRaV5 = Grapevine Leafroll-Associated Virus 5
GLRaV7 = Grapevine Leafroll-Associated Virus 7
GLRaV9 = Grapevine Leafroll-Associated Virus 9
GRBaV = Grapevine Red Blotch Associated Virus
GVA = Grapevine Vitivirus A
GVB = Grapevine Vitivirus B
GVD = Grapevine Vitivirus D

RSPaV = Rupestris Stem Pitting-assoc. Virus
GFLV = Grapevine Fanleaf Virus
GFKV = Grapevine Fleck Virus
TomRSV = Tomato Ring Spot Virus
ArMV = Arabis Mosaic Virus
PD = Pierce's disease (*Xylellafastidiosa*)
Phytoplasmas = Phytoplasmas
GLRaV2-RG = Grapevine Leafroll-Associated Virus 2-Redglobe Strain (formerly called Grapevine Stem Lesion-Assoc. Virus)