

SAMPLE SUBMISSION PROCEDURES for Refuge Verification for Midge Tolerant Wheat GEN-09b.4 (23 Sep 2014)

Please submit one sample for each field or CSGA Crop Sequence Number.

Supplies required for each sample:

- SRC's Biotechnology Laboratories Sample Submission Form
 - 2 large paper envelopes
 - **500 grams** (approximately 1 lb.) of untreated wheat seeds
1. Complete all sections of the Sample Submission Form as provided by SRC's Biotechnology Laboratories. Forms are available from the Canadian Seed Growers' Association (CSGA), Seed Distributors or online at www.src.sk.ca. Please do not submit CSGA's Refuge Declaration Form 182 with samples.
 2. Label a large paper envelope with the Grower's name and seed sample identification (i.e., RSE, Sequence or Field number).
 3. Deposit 500 grams (approximately 1 lb.) of the seed to be tested in the labeled paper envelope. **DO NOT USE PLASTIC BAGS**. The seeds being submitted for testing should not have been treated.
 4. Enclose page two (2) of the completed Sample Submission form inside the envelope containing the seed sample. Seal the envelope.
 5. Address the shipping envelope to the following:

SRC's Biotechnology Laboratories
125 – 15 Innovation Blvd.
Saskatoon, SK S7N 2X8
 6. Insert the envelope containing the seeds and form inside the shipping envelope that has been addressed to the lab. It is important to have two separate envelopes to ensure that seeds are not lost or mixed during transit.

Samples will be accepted by SRC's Biotechnology Laboratories after October 1st

Refuge Verification for Midge Tolerant Wheat

SAMPLE SUBMISSION FORM — GEN-09b.4 (23 Sep 2014)

FOR OFFICE USE ONLY: CASE NUMBER

Complete all sections. **Submit one completed form per sample (Sequence #).**

Submit completed form and wheat sample to SRC's Biotechnology Laboratories (address noted above).

Additional forms and information are available at: www.src.sk.ca

GROWER'S CONTACT INFORMATION		CSGA #:	
Name:		Email Address:	
Mailing Address:	City/Town, Prov.	Postal Code:	
Phone #:	Fax #:		
Test results will be reported to the Grower noted above, the seed distributor, and the CSGA.			

SAMPLE IDENTIFICATION		RSE #:	Sequence #:
Field #:	Other Unique Identifiers:	Crop Year:	

Pedigreed Seed Class: (Check one ✓)

Varietal Blend: (Check one ✓)

Select	<input type="checkbox"/>	Unity/ Waskada <input type="checkbox"/>	AAC Marchwell/ AAC Raymore <input type="checkbox"/>	Fieldstar/ Waskada <input type="checkbox"/>	Goodeve/ Intrepid <input type="checkbox"/>
Certified	<input type="checkbox"/>	Shaw/ AC Domain <input type="checkbox"/>	AAC Foray/ AAC Penhold <input type="checkbox"/>	Glencross/ Burnside <input type="checkbox"/>	CDC Utmost/ Harvest <input type="checkbox"/>
Foundation	<input type="checkbox"/>	Conquer/ 5701PR <input type="checkbox"/>	HY1615/ HY1603 <input type="checkbox"/>	Enchant/ AC Crystal <input type="checkbox"/>	Vesper/ Waskada <input type="checkbox"/>
Registered	<input type="checkbox"/>	CDC Titanium/ Stettler <input type="checkbox"/>			

ACCEPTANCE OF TERMS AND CONDITIONS	
I have read, understood and agree to the terms and conditions set forth on page 3 of this form.	
Name (please print):	Date:
Signature:	

PAYMENT		Payment of testing fees must accompany the sample(s). Samples will not be set up for testing until payment has been received. SRC is authorized to charge any amounts owing to the credit card account (if any) identified below.	
Fees per sample:	Fees are payable to SRC by: (Check one ✓) Cheque <input type="checkbox"/> , VISA <input type="checkbox"/> or MasterCard <input type="checkbox"/> .		
Select	\$440 incl. tax	Credit Card #:	Expiry Date:
Foundation	\$195 incl. tax	Name as shown on Credit Card:	
Registered	\$195 incl. tax		
Certified	\$110 incl. tax		

*** This form must be completed, signed and submitted with the sample in order for testing services to be provided by SRC.**



The terms and conditions below apply to the services requested by the Customer and together with the Sample Submission Form shall become the agreement between SRC and the Customer (the "Agreement").

1. **Provision of Services:** SRC shall carry out the services promptly, diligently and in a professional manner in accordance with generally accepted laboratory principles and practices. SRC shall comply with all applicable federal, provincial and municipal laws in relation to the services.
2. **Sample Submission:** Samples should be stored and preserved by the Customer in accordance with the current guidelines set out on SRC's website. Failure to adhere to SRC's current guidelines for the storage and preservation of samples may mean that SRC is unable to provide the services. Samples must be submitted to SRC via prepaid delivery unless prior arrangements have been made. A completed and executed Sample Submission Form must accompany all samples. Failure to complete and execute such forms may result in delay in the service.
3. **Payment Terms:** The Customer agrees to pay to SRC the applicable fees for all services the Customer has requested. A minimum fee for service may be applicable. Fees may be subject to change without notice. The Customer will pay all invoices in Canadian funds without any deduction or set off. Payment should accompany sample being submitted unless prior arrangements have been made. Interest will be charged at the rate of 1.5% per month (18.00% per annum) on all invoices overdue thirty (30) calendar days or more from the invoice date. All applicable taxes, both federal and provincial, will be automatically added to invoices. SRC may not release test results or work product unless all fees have been paid in full.
4. **Confidentiality:** All data, reports and other information relating to the services shall be treated by SRC as the confidential property of the Customer. The obligation of confidentiality set out in this section shall not apply to any information that: (i) is required by law to be disclosed; (ii) was in SRC's possession prior to receipt from the Customer; (iii) was lawfully obtained by SRC from a third party under no obligation of confidentiality to the Customer; or (iv) is or becomes part of the public domain through no act or failure of SRC.
5. **Reports:** All reports provided by SRC to the Customer regarding the results of the services are the confidential property of the Customer. SRC shall be entitled to retain a copy of all data and reports relating to the services provided always that the obligations of confidentiality set out in this Agreement shall continue to apply for so long as SRC retains a copy of such data or reports.
6. **Publicity:** The Customer shall not use SRC's name, logo, or other identifying marks in any news release, public statement, or announcement or in connection with any sale, offer for sale, advertisement or promotion of any article, product, or company, except with the prior written consent of SRC.
7. **No Warranty:** SRC makes no representations or warranties, express, implied, statutory or otherwise, as to any matter, including, but not limited to, the quality, merchantability or fitness for any purpose of any goods, services or products to be delivered pursuant to this Agreement. Test results are dependent on the quality of samples submitted by the Customer and Customer's compliance with the submission procedure instructed to the Customer by SRC. The Customer accepts the results of the services as is and acknowledges that any use or interpretation of the information contained in any report provided by SRC is at the Customer's own risk.
8. **Limitation of Liability:** Prior to acceptance of delivery by SRC, SRC shall not be responsible for the Customer's samples. In particular, SRC shall not be responsible for any consequences arising from the Customer's failure to properly collect, handle, store, preserve, transport, mark and/or identify a sample which is submitted to SRC for services. SRC's liability shall be limited to, at SRC's option, repayment of the amount paid by the Customer for the services that are proven to be defective or re-performance of the services claimed by the Customer to be defective. IN NO EVENT SHALL SRC BE LIABLE TO THE CUSTOMER FOR LOST PROFITS, PUNITIVE DAMAGES OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES.
9. **Force Majeure:** Either Party shall be excused from performance of any obligations under this Agreement when and to the extent that performance is delayed or prevented by any cause, except lack of finance, beyond its reasonable control.
10. **Termination:** This Agreement may be terminated by either party by giving two (2) calendar days prior written notice, at which time any services completed to the date of termination will become due and payable together with any other costs incurred by SRC in respect of the services, including, but not limited to, the costs of any materials purchased specifically for the services.
11. **Governing Laws and Jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada as applicable and the parties shall attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.
12. **Dispute Resolution:** If any dispute should arise between SRC and the Customer, the parties shall settle such dispute by arbitration in Saskatoon, Saskatchewan in accordance with the Arbitration Act (Saskatchewan) or the International Commercial Arbitration Act (Saskatchewan) where applicable.
13. **Subcontracting:** SRC reserves the right to subcontract services to other laboratories at its sole discretion. If such subcontracting is necessary, SRC will send samples to laboratories which meet SRC's laboratory quality requirements.