



ONSITE NURSERY PROGRAM
ADMINISTERED BY THE GEORGIA CROP IMPROVEMENT ASSOCIATION
UNDER CONTRACT WITH THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION

Name: _____

Location: _____

Construction Company: _____

Site Nursery Manager: _____

We, the undersigned, have read and agree to honor and uphold the terms and conditions of the ITGAP Site Nursery Program as attached.

We additionally give express permission to representatives of GCIA or UGARF for access to the onsite nursery, the _____ and any construction, planting or other records deemed necessary by UGARF or GCIA for inspection or audit purposes.

Any impropriety through the use of this licensed grass variety can result in punitive actions and/or fines by the producer, the GCIA and UGARF.

Printed Name: _____ **Owner/Representative** **Signature:** _____ **Owner/Representative** **Date:** _____

Printed Name: Purchaser **Signature:** Purchaser **Date:** _____

Printed Name: Sod/Sprig Producer **Signature:** Sod/Sprig Producer **Date:** _____

Printed Name: UGARF Representative **Signature:** UGARF Representative **Date:** _____

Printed Name: GCIA Representative **Signature:** GCIA Representative **Date:** _____

SITE NURSERY PROGRAM
Non Golf

**ADMINISTERED BY THE GEORGIA CROP IMPROVEMENT ASSOCIATION
UNDER CONTRACT WITH THE UNIVERSITY OF GEORGIA RESEARCH
FOUNDATION**

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OBJECTIVE

The objective of the Site Nursery Program (GCSNP) is to facilitate the use of certain patented turfgrass varieties on golf courses in regions where direct planting is not practical due to custom's requirements, shipping costs and/or other deterrents.

A REGIONAL OR IN COUNTRY LICENSED PRODUCER MAY NOT OFFER THE SITE NURSERY PROGRAM WITHIN THE COUNTRY OF PRODUCTION/LICENSE WITHOUT SPECIFIC PERMISSION OF THE ITGAP ADMINISTRATOR.

A REGIONAL OR IN COUNTRY LICENSED MAY OFFER THE SITE NURSERY PROGRAM TO BUYERS OUTSIDE THE COUNTRY OF PRODUCTION/LICENSE IF NOT PROHIBITED BY THE LICENSE.

THE SITE NURSERY PROGRAM MAY ONLY BE OFFERED BY A UNIVERSITY OF GEORGIA RESEARCH FOUNDATION (UGARF) LICENSED PRODUCER WHO HAS AN INTERNATIONAL LICENSE AGREEMENT OR ADDENDUM FOR THE VARIETY SPECIFIED.

LIFE OF NURSERY

1. The term of the nursery will expire 24 months following the date of initial planting. If the project requires additional time the owner may petition for an extension within 4 months of the nursery termination date. ITGAP will facilitate the petition on behalf of the owner.
2. Nurseries with an expired term and without an approved extension will not be harvested for planting.
3. Petitions to extend the nursery term must be made to UGARF at least four months prior to the expiration date.
4. Additional inspections may be required prior to authorizing an extension to the nursery term. Payment of Inspection expenses will normally be the responsibility of the party requesting the extension.
5. The nursery must be eradicated* and verified by ITGAP or its authorized agents upon either of the following conditions:
 - a. Completion of the project,
 - b. Expiration of 24 month term, or
 - c. Expiration of approved extension(s)

* Eradicated is defined as “The nursery site, at time of the final inspection, is void of any living turfgrass plants of the subject cultivar that may be harvested and propagated. Nursery must be maintained free of weeds and grasses that may hinder the inspection process.”

NURSERY PLANTING STOCK SOURCE

All planting stock supplied to a project will be produced in a UGARF/GCIA approved Quality Management System.**

** An acceptable Quality Management System is one that has documented sources of original planting material, field inspections by trained inspectors and published standards relating to variety identity and purity. Purity is defined as “the plant population conforms to the phenotypic characteristics of the variety as described in the breeder’s description and as determined by the inspector.” All QMS programs must be approved by ITGAP.

GENERAL INSTRUCTIONS AND INSPECTIONS

The nursery site must be established on property owned or leased by the buyer. A documented long term lease is acceptable only if UGARF/ITGAP is specifically notified and proof of the buyer having access to the site is provided. Documentation supporting these two options must accompany the Non-Propagation Agreement when submitted to UGARF/ITGAP or its agent. Nursery site location must be documented by GPS coordinates and map.

By signing of this Limited Propagation Agreement the buyer and owner of the nursery and project agrees to not harvest and plant grass from the site nursery to any site not covered by this agreement.

Upon project completion, the nursery will be eradicated.

The inspection to be performed at the conclusion of the project will focus on the eradication of the nursery and confirmation of total planted areas to verify accurate royalty payment. The inspection will be performed by an ITGAP representative.

By signing this agreement the owners gives expressed permission allowing a ITGAP or UGARF authorized inspector access to the on site nursery, the project and any construction, planting or other records deemed necessary by UGARF or ITGAP for inspection purposes.

PROGRAM PRICING STRUCTURE

Inspection Fees: \$15,000 USD (paid by licensee to ITGAP)

ROYALTIES

Royalties are calculated on the entire planted area of the project.

PARTICIPANT RESPONSIBILITIES

Provide details and ensure client understands site nursery program requirements

Licensee/ licensee

International Purchase Agreement	Licensee/ITGAP
Completion of Non or Limited Propagation Agreement	Licensee
Cost of Sprigs (material for planting)	Established by the licensee
Freight/Transportation	Established by the licensee
Royalties	Collected by licensee at signing of Non or Limited Propagation Agreement and forwarded to the ITGAP office before shipment of planting stock to client.
Inspection Fees	Collected by licensee at signing of Non or Limited Propagation Agreement and forwarded to the ITGAP office before shipment of planting stock to client.
Audit/ inspections	Performed by ITGAP

PROGRAM PAYMENT TERMS

Payment of all SNP fees (net USD) is due at the time the International Purchase Agreement and or Non or Limited Propagation Agreement is executed.