

Example of Clematis Trial Contract

Breeder name **Introducer** name

(Please Print)

(Please Print)

and address and address

(Please Print)

(Please Print)

The first condition for this Trial contract is that **Clematis XXXX** has not been sold or traded. If **Clematis XXXX** has been sold or traded then this Trial has no use for a possible application for Plant Breeders Rights and/or Plant Patent.

Breeder will supply a plant or plants to **Introducer** at no cost.

Breeder will not sell plants or publish any information about the plant during the Trial period.

Introducer will (re)pot the plant(s) in spring of year **XXXX** which means that the plants can be judged during that year. In autumn that year **Introducer** will send a report to **Breeder** and might advise:

- to apply for Plant Breeders Rights
- to introduce the plant but without PBR
- to extend the Trial for another year
- to stop the Trial and destroy or return the plant(s).

Breeder will be the owner of the plant(s) during the Trial.

If during the Trial any sport appears then the **Breeder** will be informed. **Breeder** will be the owner of the sport.

Breeder can withdraw the Trial contract at any moment. If this happens the plant(s) will be destroyed by **Introducer** or returned to **Breeder** at the expense of **Breeder**.

Introducer is allowed to propagate the plant(s) during the Trial.

Introducer is not allowed to use the plant(s) for breeding during the Trial.

Introducer is not allowed to sell any plant or plant material during the Trial.

Breeder can request a report at any time. **Breeder** can visit the nursery to see the plant(s) at any time either in person or via an agent appointed by **Breeder**.

Breeder **Introducer**

(Signature)

(Signature)

Place : Place :

Date : Date :