



Applying Research Solutions to Agriculture and the Environment

4. The Researcher will deliver to Western Ag a copy of the annual progress report for ongoing projects as well as a final report following completion of the research project. These should include a summary of the results with tables and/or figures, conclusions and a list of completed/planned products (published articles, papers/posters, field days, etc.) resulting from the research project(s). This report can be a document written for another purpose.
5. The Researcher retains ownership of, but agrees to share with Western Ag, as outlined above, the results of any research conducted with the PRS™ Probes, in consideration for which Western Ag agrees to keep confidential such results as well as any other confidential information or data received from the Researcher. Western Ag further agrees that it will not, under any circumstances, release or disclose any of Researcher's confidential information, including results, to any unauthorized party.
6. The Researcher agrees that all reports, papers and posters submitted to other institutions or published in scientific journals must refer to the probes as PRS™-probes (Western Ag Innovations Inc., Saskatoon, Canada) rather than as ion exchange membranes. Supply rates must be consistently reported in units of μg nutrient/ 10cm^2 surface area/time of burial in soil.
7. Western Ag in no way, either expressed or implied, offers warranty as to the results obtained with the probes or the Technology. As such, the Researcher assumes all risk arising from the use of the PRS™-probes and PRS™ Technology.
8. The Researcher will return **ALL** probes, including damaged probes, and associated PRS™ Technology to Western Ag with the final set of samples submitted for analyses. Western Ag will replace free of charge **ONLY** those probes and associated Technology that have failed as a result of manufacturer defect while used under recommended procedures.
9. If the Researcher decides not to use the PRS™-probes for any reason, they shall notify an R&D Coordinator and immediately send the PRS™-probes back to Western Ag to become available for other customers. If the Researcher fails to return the PRS™-probes within 90 days of receiving them, they will be charged \$15/probe as a loss of use fee.
10. In the event the Researcher damages any of the PRS™-probes by failing to follow recommended procedures as outlined in PRS™ Operations Manual, they shall reimburse Western Ag for the purchase price of the damaged probe in an amount not to exceed \$15/probe. This shall be Western Ag's sole remedy.
11. The Researcher agrees to respect Western Ag's ownership of the PRS™ Technology and do nothing with the PRS™ Technology that would interfere with or jeopardize the ownership of the PRS™ Technology by Western Ag anywhere in the world.

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