

SULTAN WINTER BEAN - Royalty area collection – MERCHANT TO GROWER AGREEMENT

SULTAN winter Bean (Sultan) is protected by Plant Breeders Rights (Plant breeders rights owned by Wherry & Sons Ltd, and in this agreement they will be known as "the breeder") and we have chosen in the case of this variety a contractual royalty payment based on a unified rate, known as Royalty Area Collection (RAC). The royalty for certified and farm saved seed for Sultan will be charged at a unified rate on an area planted basis. The production and sale of Sultan is subject to these following conditions.

The merchant (who must be a BSPB PRS Sub Licence holder") who purchases and sells certified seed of Sultan will only supply seed to growers who accept the conditions below. Merchants and growers who sign this agreement shall be known as "Wherry & Sons Ltd RAC licensees.

1. The grower of Sultan seed will declare to the British Society of Plant Breeders (which in this agreement will be referred to as "the BSPB"), upon request, the total area they have planted to this variety as soon as possible after but not later than the 31st Dec 2009 for sowings made up to the 30th November 2009 and by the 1st June 2010 for sowings made up to the 30th April 2010.
2. Seed deliveries shall not be made until after the merchant has received a signed copy of this agreement, relating to each sale. A faxed copy signed by the grower will be acceptable to remove any delay in delivery of seed.
3. The grower will keep clear and full records of all use and plantings of this seed and of all future sowings taken and used from this stock of seed, such records will include the accurate name and trading account details of the user of the seed, farm holding number, area sown and field grid reference (grid reference optional). Growers are also reminded that it is illegal to sell seed or grain for use as seed to any third party (Fodder Plant Seed (England) Regulations 2002))
4. The grower agrees to declare and pay to BSPB within one month of receipt of the BSPB invoice a royalty of £12.25 per hectare or part thereof sown to Sultan. This unified rate applies to all sowings of certified and farm saved seed.
5. For the express purpose of auditing, monitoring and verifying intellectual property right of Sultan the grower will permit an employee, officer, or authorised representative of BSPB to have access to the established crop and to all documents relating to the use and disposal of seed of Sultan and its produce. It is expressly advised that BSPB shall be entitled to collect such RAC Royalties from the grower on behalf of the breeder under this Royalty Area Collection Agreement and BSPB shall have the right to enforce the above terms under the Contract (Rights of Third Parties) Act 1999
6. The grower will provide BSPB with the following information for all purchases of Sultan seed, solely for the purpose of collecting royalty; auditing, monitoring, verifying and enforcement of plant breeders rights: name and address, quantity of seed purchased, seed certification number, date of the transaction. For the avoidance of doubt, where the grower produces a crop of this variety in any subsequent year, then the obligations in this agreement will continue to apply.
7. The breeder reserves the right to change the terms of this agreement from time to time by not less than one month's notice in writing
8. The import and/or export of Sultan for Seed use is strictly prohibited.

The terms for purchasing and growing Sultan as stated above are accepted.

Merchant name and address	Growers trading title and address
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.....
.....
Postcode.....	Postcode.....
	Farm holding number.....
Tel no.....	Tel no.....
Name.....	Name.....
Signature	Signature.....
Date.....	Date.....

Quantity of seed to be supplied.....tonnes
Planned area to be sown.....

Please now fax a copy of this contract, before the seed is delivered to BSPB fax 01353 661156. This copy should then be posted to BSPB, Woolpack Chambers, Ely, Cambs, CB7 4ND .

BSPB USAGE : DATE AND TIME CONTRACT RECEIVED
W&SL – V2 - 17TH September 2009