

POTATO FARM-MADE SEED AGREEMENT SCHEME

Grower Agreement

[Name and address]

Introduction

The Potato Farm-Made Seed Agreement Scheme is an arrangement under which breeders may market potato varieties that are protected by plant breeders' rights and under which BSPB, acting as their agent, may collect payments for farm-made seed use of those varieties. All use of farm-made seed of potato varieties must be declared and is subject to the payment of remuneration to the breeder. In the Potato Farm-Made Seed Agreement Scheme the farm-made seed payment rate for each Scheme Variety is agreed by contract as set out in this Grower Agreement.

Agreement

This Agreement sets out the terms upon which you may purchase certified seed potatoes of any Scheme Variety upon production of the following unique Grower Code [-----].

You are provided with the Code for your sole, personal use to purchase certified seed under the Scheme and you agree not to provide the Code to any other grower or to purchase seed potatoes on behalf of any other grower using such Code.

You agree to declare to BSPB by returning a completed Declaration Form or declare online for farm-made seed potatoes of each Scheme Variety planted during each Planting Period, no later than 28 days after receipt of the Declaration Form from BSPB or a notification request to make a declaration online.

You agree to pay the applicable FSS Remuneration promptly within 28 days of BSPB's invoice at the payment rate set out in Schedule 1 or at a Payment Rate agreed between you and the breeder directly and notified in writing to the BSPB by the breeder before 1 October of the year in which farm-made seed use has been made of the relevant Scheme Variety. Schedule 1 will be updated annually and you will be issued with a revised schedule each year no later than 15 January showing the payment rates for any farm-made seed of the Scheme varieties to be used in the Planting Period of the current year.

You agree to keep clear and full records of all planting of any Scheme Variety whether certified seed or farm-made seed and of any other use or disposal of seed or ware potatoes of any Scheme Variety.

You agree to permit an employee, officer or authorised agent of BSPB (itself acting as agent for the relevant breeders) to have access to (and to take a copy of) all documents and records in your possession or control (including labels and markings on seed potatoes in storage, samples of seed potatoes, cropping plans, farm holding number, single farm payment scheme and assurance scheme documentation, Potato Council records and declarations), for the purpose of auditing or verifying compliance for at least a period of 3 years from the receipt of a Declaration Form.

You agree not to sell, barter, exchange or otherwise transfer farm-made seed potatoes of any Scheme Variety to any third party.

You agree to notify BSPB of the details of any new owner upon sale of your land.

You agree that BSPB and/or the holder of the plant breeders' rights (or his agent) in any relevant Scheme Variety shall have the direct right to enforce the above terms under the Contracts (Rights of Third Parties) Act 1999.

Signed

Date

For and on behalf of **Grower**

Signed

Date

For and on behalf of **BSPB**

Schedule 1 – Scheme Varieties

Variety name	FSS Remuneration payable per ha for planting period 1 December 2013 to 30 September 2014	Breeder

Definitions

“**Grower**” means any person, firm or corporation carrying on the business or occupation of farming;

“**Scheme**” means the scheme for collection of FSS Remuneration in respect of use of farm-saved seed potatoes of a Scheme Variety;

“**Declaration Form**” means the form detailing the number of hectares of each Scheme Variety planted and the amount of FSS Remuneration therefore payable to BSPB, acting as agent for the relevant breeders;

“**Grower Agreement**” means an agreement entered into between a purchaser of any Scheme Variety and BSPB and which governs the declaration and payment of FSS Remuneration to BSPB, as agent for the holder of plant breeders' rights (or his licensee or agent) in any Scheme Variety;

“**Payment Rate**” means the farm-saved seed payment rate payable per hectare of the Scheme Variety planted;

“**Planting Period**” means from 1 December to 30 September in the following year;

“**Scheme Variety**” means a protected variety that is subject to the Scheme;

“**FSS Remuneration**” means the remuneration due to be paid to BSPB, as agent for the holder of plant breeders' rights (or his licensee or agent) in the relevant Scheme Variety, calculated on the basis of the number of hectares planted of seed of that Scheme Variety;

“**Code**” means the unique identifying code issued to the holder of a Grower Agreement; and

“**Code Holder**” means any person who has entered into a Grower Agreement.