

POTATO FARM-MADE SEED AGREEMENT SCHEME

Grower Agreement

[Name and address]

Introduction

The Potato Farm-Saved 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-saved seed use of those varieties. All use of farm-saved seed of potato varieties must be declared and is subject to the payment of remuneration to the breeder. In the Potato Farm-Saved Seed Agreement Scheme the farm-saved 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-saved 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-saved 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-saved 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-saved 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-saved 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**

