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RAC BREEDER –GROWER PRODUCTION AGREEMENT

In order to protect the intellectual property rights of the breeders and breeders' agents (in this Agreement known as "the Breeders", whose names are set out on the RAC Royalty Rates page on BIPO's Website – www.bipo.org.uk), this Agreement sets out the terms of the Royalty Area Collection (RAC) Agreement made between the Breeders and the Grower.

Under the terms of this Agreement, seed of the varieties set out in the Schedule ("the Varieties") will be sold exclusive of certified seed royalties, but instead an area payment will be payable by the Grower at the rate per hectare set out in the Schedule for plantings of both certified seed and farm saved seed used in subsequent years.

1. The Grower will declare to BIPO Limited (which is acting on behalf of the Breeders) the area planted of each of the Varieties, by the date shown in the Schedule.
2. The Grower will keep clear and full records of all use and plantings of seed of the Varieties, including farm holding number where the seed was grown, and the area sown.
3. The Grower will pay to BIPO within 21 days of receipt of the invoice the area payment due at the rate per hectare set out in the Schedule. BIPO shall be entitled to collect such area payment from the Grower on behalf of the Breeders under this agreement and BIPO shall have the right to enforce the above terms under the Contracts (Rights of Third Parties) Act 1999.
4. For the express purpose of auditing, monitoring and verifying compliance with this Agreement the Grower will permit an employee, officer, or authorised representative of BIPO to have access to the established crops of the Varieties and to all documents relating to the use and disposal of seed of the Varieties and the produce.
5. The Grower agrees that the merchant who supplied seed of the Varieties to the Grower may provide BIPO with the following information for all purchases of seed of the Varieties, solely for the purpose of collecting area payments, auditing, monitoring, verifying and enforcement: name and address of Grower, quantities of seed purchased, seed certification numbers, dates of transactions and intended hectarages.
6. The Grower shall not sell, exchange, or transfer seed for sowing of the Varieties.
7. The Breeders may at any time add further varieties to the Schedule on the same terms, by notice on the website. The area payment rate shall be reviewed annually by 30th June (for Autumn crops sown that year) and 31st December (for Spring crops sown the following year). Other terms of this Agreement may be amended by not less than three months' notice in writing.
8. This Agreement shall continue annually. The agreement will be automatically renewed unless notice is given in writing by either party before 30th May of any year, except that clauses 1 to 6 shall continue indefinitely where the Grower plants seed of any of the Varieties.
9. BIPO Ltd is committed to protecting and respecting your privacy. Any personal data we collect from you or which you provide to us will be processed by us as a result of using or interacting with our website, or direct contact made by ourselves. We always aim to process and collect your data lawfully, transparently, fairly and without adversely affecting your rights. For BIPO's Private Policy please see website
10. The Grower consents to receiving information from the breeder with specific regard to the variety/varieties purchased only.

BIPO Limited

Registered office: TaxAssist Accountants, Hereward Offices, Cherry Holt Road, Bourne,
Lincs, PE10 9LA

Registered in England No. 6137039 VAT Registration No. GB 988 3094 65



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Explanatory Notes for Growers regarding the BIPO RAC Agreement

BIPO undertakes a 'Royalty Area Collection' (RAC) service on behalf of several breeders to collect royalties on their behalf under one agreement. This is aimed at making it easier for you, the grower, to buy RAC varieties and reduce the paperwork required.

BIPO acts as a collection agency for RAC royalties and will send a declaration form to you so you can declare the areas you have sown with any RAC varieties for royalty payment. BIPO will then send you an invoice for payment. These notes are designed to explain how the procedures work.

1. Collections of royalties are on an area basis through the RAC agreements and therefore the seed is sold at a price excluding any royalty.
2. When you wish to purchase seed of a RAC variety you must have agreed to the terms of the RAC Agreement. The easiest way to obtain an agreement is to register through the BIPO web site – www.bipo.org.uk This should only take a few minutes. Alternatively, you can ask your seed merchant to provide a copy to sign. There is no charge for an RAC Agreement.
3. Once you have signed the RAC Agreement BIPO will provide you with a unique RAC number. You will receive an email from BIPO to confirm your registration together with a copy of your agreement. **If you do not wish to proceed with the agreement or were not responsible for registering please contact the BIPO office and your details will be removed from the BIPO register.**
4. The RAC Agreement covers all RAC listed varieties you grow. You will not have to reregister every time you buy RAC varieties. You will only need to supply your Agreement number to your merchant to purchase your RAC seed.
5. After signing the RAC Agreement the Merchant may supply you with the seed of the variety you wish to purchase. BIPO do not determine the price or terms of supply of the seed. That is a matter for you and your seed supplier.
6. After sowing and in subsequent years in which you are growing an RAC variety, BIPO will send you a Declaration Form, normally by email, asking you to advise the area in hectares you have sown of the varieties. This should be completed and returned to the BIPO office within 28 days of receipt. On receiving the Declaration Form BIPO will invoice you for the Area Royalties. Payment will be due within 28 days of date of invoice.
7. BIPO is only a collection agency and does not determine the royalty rates charged by the Breeders. It is they who set the rates at the level they consider appropriate for their variety.

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8. The varieties covered by the RAC scheme and their royalty rates are published on the BIPO web site. If you are uncertain if a variety is listed, please check our website as new varieties are added each season.

9. You should note BIPO reserves the right to audit your records to ensure compliance with the Agreement. Please retain records of your purchase or processing of seed and field records showing area and sowing rate to allow BIPO auditors to verify your declarations. To ensure everyone is subject to the same conditions of royalty payment and to prevent evasion BIPO will be undertaking an audit of grower's records on a regular basis. Growers will be given adequate notice of an audit and it is our intention these should not be onerous for the grower. Please note because of the Covid 19 crisis restricting farm visits BIPO may use other method of checking field data such as satellite image technology.

10. Please note if you sign an RAC Agreement and purchase seed of an RAC variety you remain subject to the conditions of the Agreement regarding the multiplication and sowing of seed for the life of the variety.

11. BIPO Ltd is committed to protecting and respecting your privacy. Any personal data we collect from you or which you provide to us because of using or interacting with our website, or direct contact made by ourselves will be processed by BIPO. We always aim to process and collect your data lawfully, transparently, fairly and without adversely affecting your rights. For BIPO's Privacy Policy please see our website

12. By signing the RAC Agreement you consent to receiving information from the breeder with specific regard to the variety/varieties purchased. If you do not wish to receive such information, please contact the BIPO office.

If you require further information, please contact Sara Harris at the BIPO office.

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