



PO Box 1151
Peterborough
PE1 9NL
Mobile: 07584 498068
Fax : 01733 210559
Email : sara@bipo.org.uk

KWS OILSEED ESTABLISHMENT PARTNERSHIP (KOEP) – GROWER PRODUCTION AGREEMENT

To protect the intellectual property rights of KWS UK Ltd (in this Agreement known as “KWS”), this Agreement sets out the terms of the KWS Oilseed Establishment Partnership (KOEP) Agreement made between KWS and the Grower.

Under the terms of this Agreement, seed of the varieties set out in the KOEP Schedule (“the Varieties”) will be subject to an area payment payable by the Grower at the rate per hectare set out in the KOEP 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 KWS) the established of each of the Varieties, by the date shown in the KOEP Schedule. The crop will be deemed to have established if it has not been sprayed off or cultivated out or re drilled with another crop.
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 KOEP Schedule. BIPO shall be entitled to collect such area payment from the Grower on behalf of KWS 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 consents to receiving information from KWS with specific regard to the Variety planted. The Grower shall be offered the opportunity to join the Knowledge Transfer Community associated with the Variety.
7. The Grower shall not sell, exchange, or transfer seed for sowing of the Varieties.
8. KWS may at any time add further varieties to the KOEP Schedule on the same terms, by notice in writing. 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.
9. 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.

BIPO Limited

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

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