



PO Box 257
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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 Rate Schedule 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 RAC Royalty Rate Schedule ("the Varieties") will be sold subject to the Grower agreeing to pay royalties as an area payment. The royalty will be payable by the Grower at the rate set out in the Schedule for plantings of both certified seed and farm saved seed sown in subsequent years.

For some varieties Certified seed royalties may be prepaid on the grower's behalf by the merchant and recharged through the purchase price of the seed supplied by the merchant. Farm saved seed of these varieties will be collected on a hectareage basis. These are indicated in Section B of the RAC Royalty Rate Schedule on the BIPO website and declaration form.

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 RAC Royalty Rate 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, tonnage purchased or processed, 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 RAC Royalty Rate 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. For crops grown from certified seed of the Varieties listed in Section B of the RAC Royalty Rate Schedule the royalties will have been prepaid by the merchant.
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 to the Grower or who processed farm saved seed on their behalf of the Varieties 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 or processed, seed certification numbers, dates of transactions and intended hectarages.

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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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 confidentiality and privacy. Any personal data which we collect, or information provided will be used for the sole purpose of meeting the requirements of this Agreement in serving the rights and entitlements of the Breeders. Data shall be collected and processed lawfully, transparently, fairly and without adversely affecting individuals' 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.

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