

# ARTHUR WINTER BEAN

## Royalty area collection – MERCHANT TO GROWER AGREEMENT

This is intended to be a 3 copy NCR book, top copy to grower (white), second copy to BSPB (yellow), third copy to be retained by the merchant (blue)

ARTHUR winter bean (Arthur) is protected by Plant Breeders rights and we have chosen in the case of this variety a contractual payment based on a unified royalty area payment. The royalty for certified and farm saved seed Arthur will be charged at a unified rate, known as royalty area collection (RAC). The production and sale of Arthur is subject to these following conditions.

1. The grower of Arthur seed will declare to BSPB, upon request, the area planted to this variety as soon as possible after but not later than the 31<sup>st</sup> Dec 2007 for sowings made up to the 30<sup>th</sup> November 2007 and by the 1<sup>st</sup> June 2008 for sowings made up to the 30<sup>th</sup> April 2008.
2. Seed deliveries shall not be made until after the BSPB has received a signed copy of this agreement, relating to each sale. A faxed copy signed by the grower will be acceptable to remove any delay in delivery of seed.
3. The grower will keep clear and full records of all use and plantings of this seed and of all future sowings taken and used from this stock of seed, such records will include the accurate name and trading account details of the user of the seed, farm holding number, area sown and field grid reference (grid reference optional).
4. The grower agrees to declare and pay to BSPB within one month of receipt of the BSPB invoice a royalty of £9.75 per hectare or part thereof sown to Arthur
5. For the express purpose of auditing, monitoring and verifying intellectual property right of Arthur the grower will permit an employee, officer, or authorised representative of BSPB to have access to the established crop and to all documents relating to the use and disposal of seed of Arthur and its produce. It is expressly advised that BSPB shall be entitled to collect such RAC Royalties from the grower on behalf of the holder of the plant breeders' rights under this Royalty Area Collection Agreement and BSPB shall have the right to enforce the above terms under the Contract (Rights of Third Parties) Act 1999
6. The seller will provide BSPB with the following information for all purchases of Arthur seed, solely for the purpose of collecting royalty; auditing, monitoring, verifying and enforcement of plant breeders rights: name and address, quantity of seed purchased, seed certification number, date of the transaction.
7. Area payment rates will be advised for each season prior to sowing, growers are advised to check before sowing. Rates will not vary by more than the retail price index (RPI) each year.

The terms of purchase and/or growing Arthur as stated above are accepted.

Merchant name and address

Growers trading title and address

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.....  
.....

Postcode.....Postcode.....

Farm holding number.....

Tel no.....Tel no.....

Name.....Name.....

Signature.....Signature.....

Date.....Date.....

Quantity of seed to be supplied.....tonnes

Planned area to be sown.....

Please now fax the second copy of this contract, before the seed is delivered to BSPB fax 01353 661156. The second copy should then be posted to BSPB, Woolpack Chambers, Ely, Cambs, CB7 4ND .

BSPB USAGE

DATE AND TIME CONTRACT RECEIVED .....DATE AND TIME