

**PLANT & FOOD RESEARCH MASTER NON-PROPAGATION
AGREEMENT**

Between: The New Zealand Institute for Plant and Food Research Limited, a Crown Research Institute established under the Crown Research Institutes Act 1992, with its head office at Mt Albert Research Centre, 120 Mt Albert Road, Private Bag 92169, Auckland, New Zealand. Phone 09 925 7000 Fax 09 925 7001. ("PFR")

And: The Grower

Full name:	
Orchard Name:	
Orchard location/s ("the property"):	
Postal Address:	
Phone:	MAF Registered Number:
Fax:	Valuation NZ Number/s:
E-mail:	PFR Registered Number:

Office use only

("the Grower")

Background:

- PFR is the owner of various plant varieties ("the varieties").
- The Grower wishes to obtain plants of the varieties from PFR's licensees ("the licensees").
- PFR and the Grower agree that the purchase and growing of plants of the varieties shall be subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

- In consideration of being granted the right to grow plants of the varieties the Grower agrees to be bound by the terms of this agreement and to pay all royalties due in respect of the varieties.
- The Grower shall only plant and grow the plants of the varieties at the property for the purposes of fruit production.
- The propagation or reproduction of additional plants of the varieties is not permitted.
- The sale, disposal, distribution, export, transfer, or assignment of plants or propagating material of the varieties to any person or entity in New Zealand or overseas is not permitted, except as provided at clause 5.
- If the Grower wishes to sell or lease the property (or part of it), PFR will consent to the sale or transfer of plants of the varieties provided the buyer or lessee agree to sign a non-propagation agreement with PFR.
- The Grower must advise PFR when the property (or a part of it) is put on the market for sale or lease and will advise PFR of the contact details of any buyer or lessee as soon as a binding agreement is reached in order that the buyer or lessee may complete a non-propagation agreement with PFR. The Grower will do all things in its power to assist PFR obtain the agreement of the buyer or lessee.
- The varieties and any essentially derived varieties (as defined in Article 14, 5(b) and (c) of the 1991 text of the UPOV Convention), including sports and mutations, which may arise from the varieties remain the property of PFR. The Grower shall take all reasonable precautions to protect PFR's interests and will immediately notify PFR should any essentially derived varieties arise from the varieties.

8. The Grower shall provide PFR with any information reasonably requested by PFR or the licensees in relation to the varieties including the number, location, and use of plants of the varieties.
9. PFR will from time to time supply the Grower with a summary of plants of the varieties purchased by or under the control of the Grower. If the Grower is aware that any of the information provided by PFR is incorrect they shall immediately notify PFR.
10. PFR and the licensees shall be entitled to share any relevant information provided by the Grower including information relating to the purchase of plants and payment of royalties.
11. PFR's representative is entitled to audit the Grower's records and to access the Grower's property at any reasonable time for the purpose of enabling PFR to assess whether the Grower is complying with the terms of this Agreement.
12. Upon execution of this agreement the Grower will be issued a PFR registration number that is personal to the Grower and must be quoted to the licensee prior to the supply of any plants of the varieties by the licensee.
13. Plants of varieties referred to in invoices and packing slips supplied to the Grower by any of the licensees will be deemed to be under the control of the Grower and subject to the terms of this Agreement.
14. The Grower indemnifies PFR and holds it harmless against any and all claims, demands, damages, loss of production or loss of income, costs or expenses in any way directly or indirectly connected with the Grower's failure to observe these terms and conditions or action taken by PFR under this Agreement.
15. Although all reasonable care has been taken to assess the variety, PFR does not warrant the plants as being fit for their intended purpose, to be of merchantable quality, or being true to name or description. The Grower agrees that PFR will not be liable for direct, indirect or consequential losses incurred by the Grower or any other person.
16. The Grower acknowledges that the plants are supplied for use in business and that the provisions of the Consumer Guarantees Act 1993 do not apply.
17. PFR may at its sole discretion terminate this Agreement immediately if the Grower commits any infringement of the Plant Variety Rights Act 1987 or the Trade Marks Act 1953 relating to the varieties or if the Grower commits a breach of the terms and conditions of this Agreement.
18. Upon termination PFR shall have the right of access to the property in order to inspect, destroy, or otherwise deal with all plants and propagating material of the varieties at its discretion.

EXECUTION:

This agreement was executed on: _____

Signed by the Grower:

In the presence of:

Witness signature: _____

Witness name: _____

Address: _____

Occupation: _____