

NON PROPAGATION/SMALL GROWER LICENCE AGREEMENT



*Denotes provisional name

The Variety(ies) purchased is/are protected by European Plant Variety Rights and were bred by James Hutton Limited, Invergowrie, Dundee DD2 5DA, Scotland ("JHL")

Company:			
Address:			
Postcode:			
Telephone:		Email:	

(the "Purchaser")

Variety Name (the "Variety")	Please tick as appropriate	No of plants	Expected delivery date	**Supplier
Skye*				
Lewis*				

Variety Name	Location, Country	Longitude (decimal degrees)	Latitude (decimal degrees)
Skye*			
Lewis*			

If you are not purchasing the plants for fruit production, please state why you are purchasing the plants.	
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By signing this agreement, the Purchaser agrees to the following conditions:

1. The plants purchased cannot be outsourced to third parties, resold, propagated or disposed of to a third party in any way
2. The Purchaser is legally obliged to provide the location of the Variety to JHL if requested and will grant JHL or its authorised representative access to its offices and growing location on giving reasonable notice
3. If the Purchaser discovers a mutant, sport or essentially derived variety then this is part of the Variety and is subject to the terms of this agreement
4. The Purchaser agrees to pay a royalty on the plants purchased; this royalty shall be paid to the supplier together with the purchase price of the plants
5. The Purchaser shall indemnify and hold harmless JHL against any claim, loss, damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Purchaser of any of its obligations, undertakings or warranties set out in this Agreement.
6. The Purchaser shall inform JHL immediately if it becomes aware of any infringement, actual or suspected, of any of the intellectual property rights subsisting in the Variety.
7. This agreement is valid up to a maximum of 5,000 plants of each Variety. If repeat purchases exceed 5,000 the Purchaser agrees to enter into a separate growing license with JHL; where the royalty is calculated on the area of the Variety grown and paid annually. Each purchase will require a new agreement.
8. JHL gives no warranty whether express or implied as to the suitability or fitness for any particular purpose of the Variety
9. This Agreement shall be governed by Scots Law and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.

Purchaser

Signature: _____ **Date:** _____

JHL

Signature: _____ **Date:** _____

This NPA is valid when signed by the Purchaser and JHL. JHL will supply a copy of this agreement to the Supplier named above.

**Suppliers must have a valid propagation licence from JHL.

The Licensing Manager, James Hutton Ltd, Invergowrie, Dundee DD2 5DA, Scotland
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