

INDUSTRY STANDARD PBR LICENCE AGREEMENT BAG LICENCE SCHEDULES

Schedule 1 Glossary

In this contract:

- (1) **Authorised Distributor** means us, or a distributor authorised by us to sell Seed.
- (2) **Consume** means to use Seed so that it cannot be further propagated.
- (3) **Contract** means this agreement together with its schedules.
- (4) **Details** means Licensed Varieties, quantities of Grain purchased and/or Sold, details of Seller or purchaser, and your name and address.
- (5) **End Point Royalty** or **EPR** means the end point royalty for each Licensed Variety that you must pay for every tonne of Grain Sold or Consumed (other than Farm Saved Seed) as set out in Schedule 2.
- (6) **EPR Collector** means us or any third party with whom we have entered into an EPR collection arrangement.
- (7) **Essentially Derived** has the meaning given to it in the PBR Act, namely, a Plant Variety is taken to be an essentially derived variety of another Plant Variety if:
 - (a) it is predominantly derived from that other Plant Variety; and
 - (b) it retains the essential characteristics that result from the genotype or combination of genotypes of that other variety; and
 - (c) it does not exhibit any important (as distinct from cosmetic) features that differentiate it from that other variety.
- (8) **Farm Saved Seed** means Seed retained as Propagating Material for the purposes of subsequent planting by you in order to produce further Grain for the Permitted Use.
- (9) **Financial Year** means a 12 month period ending on 30 June.
- (10) **Grain** means harvested material from the Licensed Varieties.
- (11) **Licence** means the licence granted under clause 2.
- (12) **Licensed Varieties** means any varieties of Seed that you purchase from us or any Authorised Distributor which are subject to protection under the PBR Act.
- (13) **Loss** means all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us).
- (14) **PBR** means plant breeder's rights as defined in the PBR Act.
- (15) **PBR Act** means the Plant Breeder's Rights Act 1994 (Cth) as amended from time to time.
- (16) **Permitted Use for Grain of the Licensed Varieties** means Use for:
 - (a) the production of Grain for which payment of EPR is required under the terms of this licence; or
 - (b) the reproduction of Seed as permitted by this licence for Farm Saved Seed.
- (17) **Plant** has the meaning given to it in the PBR Act, namely it includes all fungi and algae but does not include bacteria, bacteroids, mycoplasmas, viruses, viroids and bacteriophages.
- (18) **Plant Variety** has the meaning given to it in the PBR Act, namely a Plant grouping (including a hybrid):
 - (a) that is contained within a single botanical taxon of the lowest known rank; and
 - (b) that can be defined by the expression of the characteristics resulting from the genotype of each individual within that Plant grouping; and
 - (c) that can be distinguished from any other Plant grouping by the expression of at least one of those characteristics; and
 - (d) that can be considered as a functional unit because of its suitability for being propagated unchanged.
- (19) **Propagating Material**, has the meaning given to it in the PBR Act, namely in relation to a Plant of a particular Plant Variety, means any part or product from which, whether alone or in combination with other parts or products of that Plant, another Plant with the same essential characteristics can be produced.
- (20) **Reproduction** has the meaning given to it in the PBR Act, namely in relation to propagating material of a Plant of a particular variety, means any process, whereby the number of units of that propagating material that have the capacity to grow into independent Plants is multiplied.
- (21) **Seed** means seed of the Licensed Variety and includes seed that you buy and Farm Saved Seed.
- (22) **Sell** has the meaning given to it in the PBR Act, namely it includes letting or hire and exchanging by way of barter and 'Sale' has an equivalent meaning.
- (23) **Seller** means us or an Authorised Distributor.
- (24) **Use** means to plant, grow, Sell, or Consume.

Schedule 2 Details



SEEDS FOR SUCCESS

Item 1 **Licensed Varieties**

SCHEDULE OF VARIETIES

Plant Variety	EPR Due to Owner	Licence Fees Due to AGT	Total Royalty and Fee Paid by Grower
	(\$ per tonne, excluding GST)		
Axe Wheat	\$2.50		\$2.50
Braewood Wheat	\$1.00		\$1.00
Carinya Wheat	\$2.00		\$2.00
Correll Wheat	\$2.00		\$2.00
Ellison Wheat	\$2.00		\$2.00
Espada Wheat	\$2.50		\$2.50
Gladius Wheat	\$2.50		\$2.50
Jaywick Triticale	\$2.50		\$2.50
Hawkeye Triticale	\$2.50		\$2.50
H45 Wheat	\$1.00		\$1.00
H46 Wheat	\$1.00		\$1.00
Livingston Wheat	\$2.50		\$2.50
Marombi Wheat	\$1.00		\$1.00
Merinda Wheat	\$2.50		\$2.50
Naparoo Wheat	\$2.50		\$2.50
AGT Scythe Wheat	\$1.35	\$0.15	\$1.50
Sunzell Wheat	\$2.00		\$2.00
Thornbill Wheat	\$0.65	\$0.35	\$1.00
Ventura Wheat	\$2.00		\$2.00
Yarrum Field Peas	\$2.50	\$1.50	\$4.00
Zebu Wheat	\$2.50		\$2.50
Zulu Durum	\$2.50		\$2.50

Item 2 **End Point Royalty**

How Royalties are calculated

2.1 The Grower must pay to AGT Seeds a Royalty calculated by reference to each metric tonne of Crop the Grower produces less any quantity of Retained Seed.

Royalties Notice

2.2 On or before February 28 each year, AGT Seeds will issue the Grower with a Royalties Notice. The Grower must accurately complete and return the Royalties Notice to AGT Seeds.

2.3 If for any reason the Grower does not receive a Royalties Notice from AGT Seeds, the Grower must send to AGT Seeds a written notice by 31 March immediately proceeding the production of the Crop setting out:

- a) the name and address of the Grower;
- b) the variety and quantity of Crop produced;
- c) the variety and quantity of Crop sold through a Marketer;
- d) the variety and quantity of Retained Seed; and
- e) the total Royalty due to AGT Seeds in relation to the Crop.

Payment of Royalties

2.4 By the 31st day of March immediately proceeding the production of the Crop the Grower must pay to AGT Seeds the Royalty (and applicable GST) calculated at the applicable rates specified in the Schedule on each tonne of Crop.

2.5 Where Grower does not sell or supply Seed to a EPR Collector, AGT Seeds will, upon receipt of the Royalties Notice from the Grower, issue a tax invoice to the Grower in relation to the End Point Royalty payable by the Grower.

Royalties deducted by EPR Collector

2.6 Where the Grower sells or supplies Crop to a EPR Collector the Grower authorises and instructs the EPR Collector to:

- a) deduct Royalties in relation to that Crop and applicable GST from the price to be paid by the EPR Collector to the Grower for that Crop;
- b) to pay the sums deducted pursuant to clause 5.6(a) to AGT Seeds in or towards satisfaction of the Grower's obligation under this Agreement to pay the Royalty with respect to that Crop.

2.7 AGT Seeds will require the EPR Collector to issue a tax invoice to the Grower for the amount of Royalty and applicable GST.

Item 3 **Governing Law - New South Wales**

Item 4 **Address for notices**

Commercialising Party -
 AGT Seeds PO Box 463 DUBBO NSW 2830
 Phone 02 6881210 Fax 02 6881 6220

Grower (contact person and address) as provided by the Authorised Distributor clause 7.3