



# Midge Tolerant Wheat Stewardship Agreement

**Developers**

Agriculture & Agri-Food Canada  
Crop Development Centre  
KWS  
Syngenta

**Midge Tolerant Wheat Varietal Blends**

AAC Cameron VB	AC® Enchant VB	CDC Carbide VB
AAC Foray VB	AC® Fieldstar VB	CDC Landmark VB
AAC Indus VB	AC® Glencross VB	CDC Titanium VB
AAC Jatharia VB	AC® Goodeve VB	CDC Utmost VB
AAC Marchwell VB	AC® Shaw VB	KWS® Charing VB
AAC Prevail VB	AC® Unity VB	KWS® Sparrow VB
AAC Tenacious VB	AC® Vesper VB	SY479VB
AC® Conquer VB		

**Official Distributors**

Alliance Seed Corporation  
CANTERRA SEEDS  
CPS Canada  
Faurischou Farms  
FP Genetics  
SeCan

Whereas Agriculture & Agri-Food Canada, Crop Development Centre, KWS and Syngenta have developed the above-listed midge tolerant wheat varietal blends, and continue to develop additional midge tolerant wheat varietal blends that shall become subject to the terms of this Agreement upon development (collectively, the “**Midge Tolerant Varieties**” and each, a “**Midge Tolerant Variety**”);

And whereas the Midge Tolerant Varieties are distributed by official distributors Alliance Seed Corporation, CANTERRA SEEDS, CPS Canada, Faurischou Farms, FP Genetics and SeCan (collectively, the “**Distributors**” and each, a “**Distributor**”);

And whereas the Canadian wheat industry has established protocols and undertaken extensive communication about the need for stewardship of the midge tolerant wheat;

And whereas the undersigned purchaser (the “**Purchaser**”) has agreed to purchase Certified seed (as defined in the CSGA Regulations and Procedures for Pedigreed Seed Crop Production) of a Midge Tolerant Variety from the undersigned vendor (the “**Vendor**”), who is acting as agent for the Distributors for the limited purpose of executing the Agreement;

Now therefore, for valuable consideration the Purchaser and Distributors agree that by taking delivery of the Certified seed of a Midge Tolerant Variety the Purchaser agrees to comply with the terms and conditions set forth in “**Terms and Conditions of the Midge Tolerant Stewardship Agreement**” attached hereto and forming a part hereof (collectively, the “**Agreement**”). The Purchaser acknowledges that the stewardship principles set forth in the Agreement are necessary to preserve midge tolerance of the Midge Tolerant Varieties so that the Purchaser can continue to benefit from the midge tolerant gene technology.

The Purchaser and the Distributors acknowledge and agree that the Agreement may be presented in electronic form and executed or accepted using electronic, stamped or facsimile signatures, and agree that application of an electronic signature and transmittal of an electronic copy of the Agreement will be sufficient to bind each of them to the terms of the Agreement and give the Agreement the same legal force and effect as a signed writing. The Purchaser and Distributors further acknowledge that when the Agreement is completed in electronic form, and their respective electronic signatures are attached to the Agreement, they are denoting their consent to the Agreement electronically, and thereby consent to the use of electronic signatures in connection with the execution of the Agreement.

**By signing below, the Purchaser acknowledges that the Purchaser has read, and understands and accepts, the Agreement, including the Terms and Conditions of the Midge Tolerant Stewardship Agreement attached hereto, represents and warrants that it has the full authority to execute and enter into the Agreement and be bound by it, and accepts responsibility for stewardship of the midge tolerant gene in any wheat the Purchaser produces.**

**Purchaser Information:**

**Vendor Information:**

Farm Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
print first and last name

Contact Name: \_\_\_\_\_  
print first and last name

Contact Email: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\_\_\_\_\_  
**Purchaser’s Signature**

\_\_\_\_\_  
**Vendor’s Signature (as agent for the Distributors)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Midge Tolerant Wheat Authorized Retailer #:** \_\_\_\_\_

Variety Sold: \_\_\_\_\_

Bushels Sold: \_\_\_\_\_

Variety Sold: \_\_\_\_\_

Bushels Sold: \_\_\_\_\_

## TERMS AND CONDITIONS OF THE MIDGE TOLERANT WHEAT STEWARDSHIP AGREEMENT

### A. Representations and Acknowledgements

1. The Purchaser is purchasing Certified seed of a Midge Tolerant Variety which contains a refuge of a midge susceptible variety.
2. The Purchaser understands the Midge Tolerant Varieties have been developed with the transfer of the *Sm 1* gene giving these varieties tolerance to wheat midge. No other known source of midge tolerance has been identified. Therefore, proper stewardship of the Midge Tolerant Varieties is critical to protect the effective life of this midge tolerance gene.
3. The Purchaser understands that the wheat midge may attack the refuge variety, that the level of the refuge in farm-saved seed may change substantially over multiple generations and that in order to preserve the midge tolerance, it is necessary to limit the use of farm-saved seed derived from Midge Tolerant Varieties to one generation past Certified seed.
4. The Distributors are authorized to enforce Plant Breeder's Rights with respect to the Midge Tolerant Varieties and have the exclusive right to sell, or produce for the purpose of selling, seed for planting of the Midge Tolerant Varieties.
5. The Agreement, once signed by the Purchaser and accepted by the Distributor(s), will remain in effect for so long as the Purchaser is growing or in possession of Certified seed of any Midge Tolerant Variety or the progeny therefrom, or otherwise until terminated or superseded. The Purchaser also understand that the Agreement shall apply to any future acquisitions of any Midge Tolerant Variety by the Purchaser, and that each Distributor of a Midge Tolerant Variety shall be entitled to rely upon the Agreement in respect of such future acquisitions.
6. Either party to the Agreement may terminate the Agreement at any time by sending notice of termination to the other party at the address specified on the cover page of the Agreement. Upon termination of the Agreement by either such party for any reason (a) the Purchaser shall terminate the use of any and all Midge Tolerant Varieties; and (ii) the Purchaser will no longer have a right to purchase or use any Midge Tolerant Variety for any purpose. Notwithstanding the foregoing, the Purchaser's obligations and Distributors' rights that arose under the Agreement prior to termination will survive and continue in effect.
7. The Purchaser understands that the types and quantities of Midge Tolerant Varieties that he, she or it purchases will be provided to the Distributors for the purpose of monitoring compliance with the Agreement.

### B. Conditions of Use

1. The Purchaser agrees not to use farm-saved seed derived from any Midge Tolerant Varieties for more than one generation past Certified seed.
2. The Purchaser understands that the Midge Tolerant Varieties are protected by Plant Breeders' Rights and agrees not to sell or transfer farm-saved seed derived from any such varieties to others for replanting purposes.
3. The Purchaser understands that the Purchaser may be audited for compliance with the Agreement and that each Distributor of a Midge Tolerant Variety that the Purchaser acquires has the right to inspect and take copies/samples as required of the Purchaser's records, growing crops, harvested crops and physical premises.

### C. Remedies

1. The Purchaser agrees that if the Purchaser uses farm-saved seed derived from a Midge Tolerant Variety beyond one generation past Certified seed, the Purchaser will pay to the Distributor of that Midge Tolerant Variety, as liquidated damages, the sum of \$100 per acre in respect of each acre sown with such farm-saved seed.
2. The Purchaser agrees that the Purchaser will be responsible for the cost of any audits which prove the Purchaser has not been compliant with the Agreement.
3. The Purchaser agrees that if the Purchaser transfers farm-saved seed derived from a Midge Tolerant Variety for planting purposes, the Purchaser will be liable to the Distributor of that Midge Tolerant Variety for any damages it suffers.
4. In addition to the remedies described above, the Purchaser agrees that if the Purchaser does not comply with the Agreement, that the Purchaser will also be liable for all legal expenses incurred by each Distributor in enforcing its rights under the Agreement.
5. The Purchaser consents to the collection, use and disclosure of his or her personal information recorded in the Agreement, and collected during the audit process referenced in Section B(3) above, to the Vendor and each Distributor for the purpose of administering the Agreement, and monitoring and enforcing compliance with the Agreement.

For more information please visit [www.midgetolerantwheat.ca](http://www.midgetolerantwheat.ca)