



Midge Tolerant Wheat Stewardship Agreement

2012

Developers

Agriculture & Agri-Food Canada
Crop Development Centre

Midge Tolerant Wheat Varietal Blends

| | |
|------------------------------|----------------------------|
| AC [®] Fieldstar VB | AC [®] Conquer VB |
| AC [®] Glencross VB | AC [®] Shaw VB |
| AC [®] Goodeve VB | AC [®] Vesper VB |
| AC [®] Unity VB | CDC Utmost VB |

Official Distributors

Alliance Seed Corporation
CANTERRA SEEDS
Faurischou Farms
FP Genetics
SeCan

Whereas Agriculture & Agri-Food Canada and Crop Development Centre have developed the following midge tolerant wheat varietal blends: AC[®] Fieldstar/AC[®] Waskada, AC[®] Glencross/AC[®] Burnside, AC[®] Goodeve/AC Intrepid, AC[®] Unity/AC[®] Waskada, AC[®] Conquer/5701PR, AC[®] Shaw/AC Domain, AC[®] Vesper/AC[®] Waskada and CDC Utmost/Harvest (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, 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 of a Midge Tolerant Variety from the undersigned retailer (the **"Retailer"**), who is acting as agent for the Distributors for the limited purpose of executing this 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 Wheat Stewardship Agreement"** attached hereto and forming a part hereof (the **"Agreement"**). The Purchaser acknowledges that the stewardship principles set forth in this 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.

By signing below, the Purchaser acknowledges that the Purchaser has read, understands and accepts the Terms and Conditions of the Midge Tolerant Wheat Stewardship Agreement attached hereto, and accepts responsibility for stewardship of the midge tolerant gene in any wheat the Purchaser produces.

Purchaser Information:

Retailer Information:

Farm Name: _____

Company Name: _____

Address: _____

Address: _____

City Province Postal code

City Province Postal code

Phone: _____

Phone: _____

Contact Name: _____
print first and last name

Contact Name: _____
print first and last name

Contact Email: _____

Contact Email: _____

Purchaser's Signature

Retailer's Signature (as agent for the Distributors)

Date

Date

If the Purchaser is a partnership, please provide the information below in respect of each of the partners.
(attach a list disclosing information if there are any additional partners)

Name

Address

Phone

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 Purchaser understands that this Agreement will remain in effect for so long as the Purchaser is growing or in possession of Certified seed of any of the Midge Tolerant Varieties or the progeny therefrom. The Purchaser also understands that this Agreement shall apply to any future acquisitions of any Midge Tolerant Varieties by the Purchaser and that each Distributor shall be entitled to rely upon this Agreement in respect of such future acquisitions.
6. 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 this 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 this 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 this 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 this Agreement, that the Purchaser will also be liable for all legal expenses incurred by each Distributor in enforcing its rights under this Agreement.
5. The Purchaser consents to the collection, use and disclosure of his or her personal information recorded in this Agreement to the Retailer and each Distributor for the purpose of monitoring and enforcing compliance with this Agreement.