

Dated

2024

(1) [NAME of SEED COMPANY¹]
as the Seed Company

(2) [NAME of GROWER]
as the Grower

AGREEMENT FOR THE SUPPLY OF SEEDS

¹ Throughout this document, parts which will need specific amendments are highlighted in yellow, please add your details and then delete the square brackets and the yellow highlight.

This Agreement (the “**Agreement**”) is dated _____20[24] and made between:

- (1) [<<insert company name>>, a company registered in England under <<insert company number>> of <<insert address>>] (the “**Seed Company**”); and
- (2) [Name of Grower and address²] or [<<insert company name>>, a company registered in England under <<insert company number>> of <<insert address>>] (the “**Grower**”).

Background

The Parties agree to enter into this Agreement as a framework for their ongoing contractual relationship. Attached to and part of this Agreement is a Purchase Order which regulates the Parties’ specific arrangements in respect of the Crops grown during a specific Annual Cycle.

It is agreed as follows:

1. Interpretation

- 1.1 In this Agreement (and the Purchase Order to the extent applicable), unless the context otherwise requires, the following expressions have the following meanings:

“ Annual Cycle ”	means the timeline over one year as set out in Schedule 2;
“ Adjusted Seed Price ”	means the adjusted Seed Price in accordance with paragraphs 2.3 - 2.6 of the Purchase Order;
“ Adjusted Seed Quantity ”	has the meaning given to that term in Clause 5.1. (k);
“ Business Day ”	means any day other than a Saturday, Sunday, or bank holiday;
“ Condition ”	means the condition of the Seeds as agreed by the Parties in paragraph 2.8 of the Purchase Order;
“ Contracts ”	mean this Agreement and the Purchase Order;
“ Crop(s) ”	means the relevant crops producing seeds (including any instalment of the seeds or any parts of them) as listed and defined in paragraph 2.2 of the Purchase Order;
“ Delivery Date ”	means the date on which the Seeds are to be delivered to the Seed Company (or as otherwise agreed) which must be a date as early as possible after the harvest of the Seeds but in any case, must not be later the end of [October] of any one year;

² Insert if private grower.

“Documentation”	means records sheets, photographs and any other documentary form as agreed by the Parties and defined in Schedule 2;
“Final Invoice”	has the meaning given to that term in Clause 3.1;
“Final Seed Price”	means the Seed Price or the Adjusted Seed Price as applicable;
“Germination Testing”	has the meaning given to that term in Clause 4.1.(d) of this Agreement;
“GM Crops”	means any crops which are cross fertilisable genetically modified organisms (as defined in the Environmental Protection Act 1990 or The Genetic Technology (Precision Breeding) Act 2023);
“Inspection”	has the meaning given to that term in Clause 4.1(c) of this Agreement;
“Neighbouring Land”	means any land directly adjacent with the Grower’s land boundaries [or any other land which does not share a boundary with the Grower’s land, but which is located within a radius of [1] miles around the Grower’s land];
“Moisture Content”	has the meaning given to that term in the table set out in paragraph 2.2 of the Purchase Order;
“Pesticides Contamination”	Any contamination of the Grower’s crop by external pesticides caused by (including, but not limited to): (a) drift or overlap from any Neighbouring Land; or (b) any contracting sowing, post-emergency work, threshing, drying, transportation, or storage;
“Seeds”	means the seeds harvested from each Crop grown as defined in paragraph 2.2 of the Purchase Order;
“Seed Borne Disease”	has the meaning given to that term in the table set out in paragraph 2.2 of the Purchase Order;
“Seed Price”	means the total price stated in paragraph 2.2. of the Purchase Order payable for each variety of Seeds;
“Seed Quantity”	means the agreed target range quantity of seeds to be purchase by the Seed Company as set out paragraph 2.2 of the Purchase Order;
“Purchase Order”	means the purchase order for the production and selling of Seeds by the Grower and buying of the Seeds by the Seed Company for an Annual Cycle at a time, as amended, supplemented, extended or restated at any time in a format as attached as Schedule 1 and which is subject to, this Agreement; and

“Waste” means any broken, immature, small, damaged, diseased, or discoloured seeds (internal or external), weed seed, dirt, plant material (chaff), animal organisms, moist seed above the permitted and agreed moisture level (as set out in paragraph 2.2 of the Purchase Order) and other contaminants.

1.2 Unless the context otherwise requires, each reference in the Contracts to:

- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic (including emails [and WhatsApp or any other social communication platform]) or facsimile transmission or similar means;
- b) a law, statute or a provision of a statute is a reference to that law, statute or provision as amended or re-enacted at the relevant time;
- c) a Schedule is a schedule to this Agreement as amended and supplemented from time to time; and
- d) a “Party” or the “Parties” refer to the parties to each Contract.

1.3 The headings used in each Contract are for convenience only and shall have no effect upon the interpretation of that Contract.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other genders.

2. Agreement, Conflicts and Exclusivity

2.1 The Seed Company and the Grower (together the **“Parties”**) hereby agree to be bound by the terms of each Contract.

2.2 The terms of each Contract supersede any other terms and conditions or any previous written or verbal agreements between the Parties.

2.3 In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the Parties under each Contract, the terms of the Agreement controls and supersedes any such inconsistency, conflict, or ambiguity.

2.4 [The Seed Company appoints the Grower as the exclusive producer of the Seeds elected in the table in paragraph 2.2 of the Purchase Order³.]

2.5 [The Seed Company agrees that the Grower may sell, swap, or give away any surplus seed above the relevant target range Seed Quantity (as per paragraph 2.2. of the Purchase Order) for any exclusively produced Seeds, but only following a written offer of the additional seeds to the Seed Company which

³ The table allows you to elect exclusivity for each of the seeds to be grown or just a few. If the entire relationship is on a non-exclusive basis, this clause can be deleted. Please note that the Grower may have to be licenced for selling seeds if he is not entering into an exclusive relationship with the Seed Company (The Seed Marketing Regulations 2011) (licence requirement only applies to growers who sell to other growers but not if sold to consumers). Also note that large non-exclusive contracts where only one or a few Crops are produced could potentially endanger plant diversity and mean an unproportionate risk of gene concentration/availability.

was not accepted by the Seed Company.^{4]}

3. Price, Payment, and Invoicing

3.1 **[Option 1:]** The Seed Company must pay the Seed Price (as adjusted to accommodate an Adjusted Seed Price, but without any other deduction, credit or set off) in accordance with the Grower's invoice (the "**Final Invoice**").⁵

3.2 **[Option 2:^{6]}** The Seed Company must pay the Final Seed Price to the Grower in the following instalments:

(a) first payment of [1/3] of the Seed Price in accordance with the bed rental invoice⁷ submitted by the Grower [following the planting of the Seeds] which must be issued between March and April);[and]

(b) [second payment of [1/3] of the Seed Price in accordance with the invoice submitted by the Grower during the growing period which must be issued between June and July; and^{8]}

(c) [third payment of^{9]}, the Adjusted Seed Price in accordance with the invoice submitted by the Grower following the Delivery Date, Inspection and Germination Test (the "**Final Invoice**");

in each case, provided that the Seed Company has received appropriate Documentation in accordance with the Schedule 2 in writing on or before the date of the relevant invoice¹⁰.

3.3 Unless otherwise agreed in writing between the Parties, all prices are inclusive of the Grower's charges for packaging and transport¹¹.

3.4 The Final Seed Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Seeds, which the Seed Company is in addition to the Final Seed Price liable to pay to the Grower.¹²

3.5 The Grower will invoice the Seed Company for the Final Seed Price (including any instalments) in accordance with Clause 3.1. The Seed Company agrees to pay the relevant Final Seed Price (including any instalments) for the Seed(s) in accordance with the Grower's invoice(a).

⁴ To be deleted if 2.3 was deleted. Note that the grower may have to be licenced to sell seeds to third parties.

⁵ Choose this clause if you agree one payment only on delivery of the harvest without specifying any price adjustments at the outset. Grower's please insert a deadline for payment of e.g. [60] Business Days of the date of the invoice in your final invoice. Delete clause 3.2 in this case. The delivery of the Documentation is a separate obligation but not tied to the final payment.

⁶ Choose this option if you would like to agree to staged payments, connected to documentation and milestones and a pre agreed adjustment of price mechanism at the time of receipt of the harvest. Delete cl. 3.1 in this case.

⁷ The bed rent is a minimum payment.

⁸ Clause 3.1(b) can be deleted if the parties do not wish to agree on a 3 step payment, remember to adjust the reference to "1/3" to ½ in cl.3.2(a) and "third" to "second" in cl. 3.2 (c).

⁹ The reference to "third payment" can be deleted if the parties agree on two instalments or if you wish to keep the adjusted price mechanism but only want one final payment following the delivery and invoice in autumn.

¹⁰ The different payments are tied to the provision of photos, records and reports on the progress of the crop during the Annual Cycle.

¹¹ This means that the Grower will pay for the delivery costs.

¹² VAT is payable on flower seeds.

4. Seed Company's duties: Storage/Inspection/Processing

- 4.1 The Seed Company must from the date of this Agreement and until the end of its term:
- (a) provide the Grower with instructions and specifications in respect of each Crop as per the table in paragraph 2.2 of the Purchase Order;
 - (b) dry store the Seeds immediately on receipt of delivery [or collection (as appropriate)];
 - (c) inspect to establish the relevant Condition, Moisture Content and Seed Borne Disease of each variety of Seeds and process (to the extent required) the relevant Seeds and inform the Grower of any Adjusted Seed Price within [65¹³] Business Days of delivery [or collection (as appropriate)] (the "Inspection"); [and¹⁴]
 - (d) [carry out a germination and vigour test for each variety of Seeds within [60] Business Days of delivery [or collection (as appropriate)] and inform the Grower of any resulting Adjusted Seed Price within [5] Business Days of receipt of the same (the "Germination Test")¹⁵; and]
 - (e) [promote the Grower on its webpage provided the Seeds and all required Documentation have been received on or before the Delivery Date;¹⁶].
- 4.2 [The Grower is under no liability for any damage to the Seeds or loss of the Seed Quantity that would be caused by inappropriate storage of the Seeds by the Seeds Company on delivery if the provisions in Clause 4.1(b) are not complied with and, in any event, will be under no liability if a written report is not delivered to the Grower within <<insert period>> Business Days of delivery detailing the alleged damage or loss.¹⁷]

5. Grower's duties

- 5.1 The Grower must from the date of this Agreement and until the end of term of the Agreement:
- (a) [be a certified organic producer in accordance with The Organic Production and Control (amendment) (EU Exit) Regulations 2019 (or if based in Northern Ireland in accordance with EC Regulation No. 834/2007, 889/2008 and 1235/2008)];
 - (b) obtain a derogation for any non-organic seeds from the relevant certification officer prior to planting the relevant Seeds;
 - (c) follow all the instructions and specifications in respect of each Crop;
 - (d) provide the Seed Company with regular updates on each Crop during the growing period by submitting the relevant Documentation in accordance

¹³ This timeline is important for the grower's liquidity in particular if only one payment is made under Option 1, but it also needs to be realistic for the Seed Company to inspect, process and carry out germination tests. If germination test for certain crops take longer, please consider opting for a staged payment process to allow the grower to receive a partial payment and ensure liquidity.

¹⁴ Legal drafting explanation: rather than adding an "and" behind every duty, the "and" at the end of the list means that all duties apply; if there is an optionality there will be a "or" instead.

¹⁵ Delete if it is the Grower's responsibility to carry out the germination test.

¹⁶ This might not be part of the arrangement, delete accordingly. It might not be feasible to indicate which seeds are from which grower but a compromise could be to add the grower's profile on the seed companies webpage as one of the suppliers of seeds of the respective catalogue/year.

¹⁷ This might not be appropriate for the type of relationships, possibly a clause which growers might want if entering into a relationship with an unknown seed company.

with Schedule 2;

- (e) permit the Seed Company to make regular visits to inspect the Crops;
- (f) ensure that no Pesticide Contamination occurs due to external input;
- (g) prevent cross fertilisation by maintaining appropriate distances (in time and physical space) between cross-fertilising species and flowering crops with which they can hybridise as set out in paragraph 2.2 of the Purchase Order;
- (h) prevent contamination from GM Crops by:
 - a. to the extent reasonably possible, actively obtaining information about GM Crops that are currently grown or were previously grown GM Crops on any Neighbouring Land¹⁸;
 - b. immediately notifying the Seed Company of the presence of any GM Crops on any Neighbouring Land. If the presence of GM Crops is established, the Parties agree to discuss any further action and remedial steps (such as sampling) within [10] Business Days of the Grower's notification;
- (i) weed out wild (or any other¹⁹) plant species capable of bridging cross and feral plants on land directly adjoining the Grower's land;
- (j) keep the highest hygiene standards during the harvesting, storage, transportation, and cleaning of the Seeds. The Grower confirms that it is liable for any sub-contractors, and the proper and hygienic use of machinery rings and machinery rentals;
- (k) inform the Seed Company in writing as soon as reasonably practical if the Seed Quantity cannot be supplied due to harvest losses, give a reason for the loss and an estimate of any adjusted seed quantity (the "**Adjusted Seed Quantity**");
- (l) deliver the Seed Quantity or the Adjusted Seed Quantity (as applicable) on or before the Delivery Date (or notify in writing the Seed Company of late delivery);
- (m) deliver all Seeds in accordance with the agreed Condition; [and]
- (n) clearly label each item of packaging with: producer (name and address), reference number of the seed lot, species, variety, month and year of cultivation, the relevant Condition, [and] declared net or gross weight or number of seeds [and the Grower's organic certification] to enable compliance with [Schedule 3, Part 4, para. 18 of The Seed Marketing Regulations 2011]; [and]
- (o) [carry out a germination test for each variety of Seeds before the Delivery Date and inform the Seed Company of the results as part of the label affixed to each item in accordance with Subclause 5.1 (n) (the "**Germination Test**").²⁰]

¹⁸ The government is maintaining a registry, but be aware that this might not be conclusive: <https://www.hse.gov.uk/biosafety/gmo/notifications/publicregister.htm>

¹⁹ E.g. any crop volunteers like sugar beet or any other seeds which were dropped from the preceding year.

²⁰ Parties to agree if it is the Seed Company's or the Growers obligation to carry out the germination test.

6. Variations and Cancellations

- 6.1 No variation to any Contract is binding unless agreed in writing between the authorised representatives of the Parties.
- 6.2 No Purchase Order which has been accepted by the Grower may be cancelled by the Seed Company except with the agreement in writing of the Grower on the basis that the Seed Company indemnify the Grower in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Grower as a result of such cancellation.

7. The Seed Company's Default

- 7.1 If the Seed Company fails to make any payment on the relevant due date set out in an invoice then, without prejudice to any other right or remedy available to the Grower, the Grower shall be entitled to:
- a) cancel the order or suspend any further deliveries to the Seed Company;
 - b) appropriate any payment made by the Seed Company to such of the Seeds as the Grower may think fit (notwithstanding any purported appropriation by the Seed Company); and
 - c) charge the Seed Company interest (both before and after any judgement) on the amount unpaid, at the rate of 3% per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 7.2 This condition applies if:
- a) the Seed Company fails to perform or observe any of its payment obligations;
 - b) the Seed Company becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
 - c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seed Company; or
 - d) the Seed Company ceases, or threatens to cease, to carry on business.
- 7.3 If sub-Clause 7.2 applies then, without prejudice to any other right or remedy available to the Grower, the Grower shall be entitled to cancel the Agreement or suspend any further deliveries under the Agreement without any liability to the Seed Company, and if the Seeds have been delivered but not paid for the Final Seed Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8. Limitation of Liability

- 8.1 ²¹The following provisions set out the entire financial liability of the Grower

²¹ This clause explains that clause 8 is regulating and limiting all financial liabilities of the Grower towards the Seed Company.

(including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Seed Company in respect of:

- a) any breach of any Contract;
- b) the resale by the Seed Company of the Seeds, or of any product incorporating any of the Seeds; and
- c) any representation, statement or tortious act or omission including negligence arising under or in connection with each Contract.

8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contracts²².

8.3 Nothing in the Contracts excludes or limits the liability of the Grower:

- a) for death or personal injury caused by the Grower's negligence;
- b) for any matter which it would be illegal for the Grower to exclude or attempt to exclude its liability; or
- c) for fraud or fraudulent misrepresentation²³.

8.4 Subject to Subclauses 8.2 and 8.3,

- a) the Grower's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of each Contract is limited to the Final Seed Price; and
- b) the Grower is not liable to the Seed Company for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with each Contract.

9. **Open source and confidentiality of price sensitive information**

9.1 Subject to Clause 9.2 below, the parties agree that in addition to any relevant law and regulation concerning seed package labelling, all information in relation to provenance and growing data (as set out in paragraph 2.2 of the Purchase Order or as submitted to the Seed Company in forms of any Documentation) of the relevant Seeds can be and is encouraged to be shared with any third party.

9.2 The Parties will regard as confidential any information on pricing of the Seeds and will not use or disclose to any third party such information without the other Party's prior written consent. For the avoidance of doubt, any Party may pass on its pricing information to the Gaia Foundation for the purpose of establishing anonymised pricing data as a guidance tool for seed growers and

²² This clause protects the Grower from being liable for any implied term which is not set out in this Agreement. The wording in the round brackets then excludes two warranties which are implied by law: quiet possession and the seeds being free from any charge/encumbrance benefitting a third party. Both mean that on sale, the seed company has got an undisturbed right to the seeds.

²³ These clauses appear to be very over the top but they just say that by law the three scenarios can never be excluded from liability. It is ok to delete these as they anyway apply to any contract.

seed companies. Any pricing information which is in the public domain other than by reason of a Party's default is not considered to be confidential.

9.3 The provisions of this Clause 9 will survive the termination of the Agreement.

10. **Term and Termination**

The Agreement comes into effect on the date of the Agreement and will continue for one year and will thereafter automatically renew unless:

- a) terminated by either Party giving the other not less than [one (1) month] notice in writing; or
- b) a Party terminates it with immediate effect following the other Party's material and continued breach of its obligations under any Contract, is declared bankrupt, is found guilty of fraud or is convicted of any criminal offence (other than an offence under road traffic legislation).

11. **Communications**

11.1 All notices under the Contract Agreement are to be in writing.

11.2 All notices under the Contract are to be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

12. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in the Agreement or under the Contracts constitutes a waiver of the right to subsequently enforce that provision or any other provision. Such failure is not deemed to be a waiver of any preceding or subsequent breach and does not constitute a continuing waiver.

14. **Severance**

The Parties agree that, if one or more of the provisions of the Contracts are found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of that Contract. The remainder of these and the relevant Contract remain valid and enforceable.

15. **Third Party Rights**

A person who is not a party to the Agreement has no rights under the Agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

16. **Counterparts**

Each Contract may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of the relevant Contract.

17. Law and Jurisdiction

- 17.1 The Contracts (including any non-contractual matters and obligations arising therefrom or associated therewith) are be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to any Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) falls within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

PURCHASE ORDER

This purchase order is made the day of

BETWEEN:

- (1) <<Name of Seed Company>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> (the “Seed Company”); and
- (2) [Name of Grower and address²⁴] <<Name of Grower>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> (the “Grower”).

BACKGROUND

- (1) The Grower is in the business of growing Crops with the aim to multiplying seeds and hereby agrees to grow, multiply and sell the seeds, as specified herein in accordance with, and subject to, this Purchase Order and the Agreement.
- (2) The Seed Company, is in the business of marketing seeds for the use in [gardening/horticulture/agriculture] and wishes to purchase the Seeds for re-sale in accordance with, and subject to, this Purchase Order and the Agreement.

IT IS AGREED as follows:

1. The Purchase Order

- 1.1 Any and all references to “this Purchase Order”, “the Purchase Order”, “the Agreement” and “this Agreement” shall be deemed to refer to this Purchase Order or the attached Agreement, all of which shall constitute a Contract for the sale of the Seeds between the Grower and the Seed Company.
- 1.2 By executing this Purchase Order on the date stated above, the Parties hereby agree to be bound by the provisions of this Purchase Order.
- 1.3 Any defined terms which are not defined in this Purchase Order have the meaning given to them in the Agreement.

2. The Seeds, Seed Price, specifications, instruction, quality standards and Delivery

- 2.1 [The Seed Company agrees to provide the Grower with the seed stock for each Crop.²⁵]

²⁴ Insert if private grower.

²⁵ Note that if the seed company does not provide the seeds, the seed grower would have to be licenced for marketing seeds and the relationship is unlikely exclusive. Also, consider that the risk and responsibility in respect of seed borne diseases are then with the grower. On the other hand self-supplied seed stock by the grower might be priced at a higher point. Consider carefully liability.

2.2 The Parties agree:

a) for the Grower to grow the crop(s) set out in the table below (the “**Crops**”) with the aim to multiplying the seeds (the “**Seeds**”) in accordance with the below set out specifications, instructions, and seeds quality standards; and

b) on harvest to sell the Seeds to the Seed Company and for the Seed Company to buy the relevant Seeds, subject to paragraph 2.3- 2.5, at the price set out in the table below (the relevant “**Seed Price**”):

Crops	Germination Rate	Seed Quantity	Moisture Content	Seed Borne Disease	Vigour	Seed Price	Isolation Distance/ Time Barrier	#plants /cropping area	#plants/ Seeds total (adjusted 110-120% of target ²⁶)	Selection requirement	Harvesting instruction	Other growing instructions/crop traits	Exclusivity
		target range	Min to Max										
[Kohlrabi Azure Star]	[%]	[800-1000]g[add that more plants will have to be grown to achieve this quantity] subject to a Waste content of [5]%	[%]-[%]	[***]	[***]	[£/g/kg/#] for seed quantity within the target range	[***]	[***]	[***]	[***]	[***]	[Trellising, staking]	[Yes/No]

²⁶ This is to allow for rogueing to ultimately achieve the target Seed Quantity. Any work in relation to rogueing/instructions/specifications/special crop trait related work to be priced into the Seed Price from the outset.

2.

2.3 If:

- a) the final Seed Quantity is below the indicated target range for a reason beyond the control of the Grower, or
- b) any additional workstreams [(such as stockseed selection and production, large-scale hand pollination, breeding work, restrictive isolation work, hyper -specific growing requirements)] have to be carried out by the Grower above the agreed specifications and instructions; or
- c) [any harvest loss caused by any delay in giving instructions by the Seed Company or failure of the Seed Company to give the Grower adequate information or instructions in accordance with each Contract.] **[Consider if duties beyond 2.2 table and 2.3 (c) scenario ought to give a right to the Grower to increase the prices or if it's a mutual agreement currently set out]**

the Parties may agree to a price adjustment of [110%] of the relevant Seed Price in the Final Invoice issued by the Grower (each a **"Make Whole Adjustment"**).

2.4 The Grower reserves the right, by giving written notice to the Seed Company at any time before the Delivery Date, to increase the price of the Seeds to reflect any increase in the cost to the Grower which is due to any factor beyond the control of the Grower (including, without limitation, any currency regulation, [significant alteration of duties,] significant increase in the costs of labour, materials or other costs) (the **"Price Increase"**).

2.5 If the final Seed Quantity is above the indicated target range and the Seed Company agrees to buy more than the Seed Quantity, the Parties may agree to a quantity discount of [75%] of the relevant Seed Price in the Final Invoice issued by the Grower (the **"Discount Adjustment"**).

2.6 [If:

- (a) any of the Conditions are not satisfied and consequently the Seed Company must further process the Seeds and/or the Seed Quantity is not achieved; and/or
- (b) the Germination Test shows a germination rate below the indicated rate, and/or
- (c) the Moisture Content of the relevant Seeds is above or below the indicated level; and/or
- (d) the Seed Borne Disease rate is above the indicated level; and/or

the Seed Company may deduct (labour) costs in respect of additional processing of the Seeds from the Seed Price or adjust the Seed Price to reflect the net weight of the Seeds which comply with the required seed quality as set out in paragraph 2.2 above. The Seed Company will inform the Grower as soon as practicable possible of the net adjusted price to enable the Grower to submit his Final Invoice (the **"Net Price Adjustment"**).

(The Net Price Adjustment, the Discount Adjustment, the Price Increase, and the Make Whole Adjustment, each an **"Adjusted Seed Price"**).

- 2.7 The Grower must deliver the Seeds [packed with padding and breathable insulation] to the Seed Company’s nominated delivery address at <<insert address>>.
- 2.8 The Grower must deliver the Seeds in the agreed condition²⁷ and as set out below (each a “**Condition**”) and in any case any Waste content must be at a minimum of [5] %:

Crops	Condition	Please select as appropriate
[insert all seeds this condition applies to]	threshed and winnowed	
[insert all seeds this condition applies to]	unthreshed	
[insert all seeds this condition applies to]	pre-cleaned	
[insert all seeds this condition applies to]	water-winnowed and dried	
[insert all seeds this condition applies to]		

3. Term and Termination

This Purchase Order comes into effect on the date of the Purchase Order and will continue:

- a) until all obligations of the Parties are satisfied in respect of the Seeds contracted to be produced by the Grower for the Seed Company at the end of the relevant Annual Cycle in accordance with the terms of the relevant Purchase Order and provided that the Parties have not agreed to extend the term of the Purchase Order by another Annual Cycle; or
- b) until a Party terminates the Purchase Order with immediate effect if at any time the other Party is: in material and continued breach of its obligations under any Contact, declared bankrupt, found guilty of fraud or convicted of any criminal offence (other than an offence under road traffic legislation).

²⁷ Note that certain processing activities for certain crops might require processing certification.

This Purchase Order has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for the Seed Company>>
for and on behalf of <<Seed Company's Name>>

SIGNED by

<<Name and Title of person signing for the Grower>>
for and on behalf of <<Grower's Name>>

SCHEDULE 2

TIMELINE (the “Annual Cycle”) and REQUIRED DOCUMENTATION
[a second schedule for biennale crops or amendments to this Schedule may be required]

	When	Who	What (documents set out in 4.-6. Are defined as “Documents”)
	[Biennial species: Grow roots / plants in the previous growing season, lift and store in suitable conditions, before frosts. Plant out in spring; timing will depend on location and whether covered or outdoor space is used, proceed from 4. below.]	[The Seed Company and Grower]	[Planning and timing of root / plant production to be set out in Schedule 1. Plants / roots could be supplied to seed grower by others, by agreement.]
1.	November - February	The Seed Company and the Grower	Initial approach and agreement on Crops to be grown.
2.	End of February	The Seed Company and the Grower	Enter into Purchase Order (and Agreement if first time contractual relationship)
3.	March – May	Grower	Seeds planted (unless it is an autumn-seeded biennial crop).
4.	During the growing period [consider to agree specific dates]	Grower	Record keeping of quantity of seeds sown for each Crop and number of plants used to save seeds.
5.	During growing period [Consider including intervals, or on every 1st of months etc]	Grower	Regular photos of [all/specific (as agreed by the Parties)²⁸] Crops
6.	During growing period	Grower	Immediately on occurrence report any crop failures, diseases or any other adverse events negatively affecting the Seeds.
7.	At full seed maturity	Grower	Begin Seed harvesting and

²⁸ E.g. plants at the stage when gardeners and farmers would harvest for food and medicine.

			cleaning/processing in accordance with Condition.
8.	Until (excluding/including) October	Grower	Send Seeds in agreed Condition to the Seed Company.
9.	November – December	The Seed Company	Any additional cleaning (if required). Germination testing [by the Seed Company or an external laboratory (as agreed).]
10.	December	The Seed Company and the Grower	For any new Crop, the Seed Company will produce a description and photos (may request further photos from the Grower). If the Grower is a new supplier, the Seed Company will collect grower information for packets and online marketing.
11.	January	The Seed Company	Add product to website and begin selling.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for the Seed Company>>
for and on behalf of <<Seed Company's Name>>

SIGNED by

<<Name and Title of person signing for the Grower>>
for and on behalf of <<Grower's Name>>