

NDSU NORTH DAKOTA AGRICULTURAL EXPERIMENT STATION

SEED INCREASE AGREEMENT

_____ **BARLEY**
Variety

This Agreement is between the _____ County Crop Improvement Association (the ASSOCIATION) on behalf of the North Dakota Agricultural Experiment Station (the NDAES) and _____ (the GROWER), whose address is _____ for the purchase,

Address City State Zip

increase and conditioning as well as any distribution, sale or disposition of the seed produced of the above named variety. Purchase of this seed by the GROWER is for the sole purpose of participating in the North Dakota Seed Increase Program to produce Registered or Certified seed of crop varieties maintained by the NDAES in the state of North Dakota.

1. The ASSOCIATION agrees to provide GROWER with _____ bushels/pounds (specify units) of the variety named above from the seed allocation received by the ASSOCIATION from the NDAES.
2. In consideration for receiving said seed allocation, GROWER agrees to pay \$_____ per bushel bulk for a total of \$_____ due when the Seed Increase Agreement is signed. Checks shall be payable to the Foundation Seedstocks Project.
3. GROWER agrees to pay an ASSOCIATION fee established by the North Dakota Crop Improvement and Seed Association (NDCISA) on each bushel/pound of the increase which is sold as seed or seeded by GROWER for planting as well as any other fees, levies or royalties applicable to the variety.
Registered Association fee \$0.30/bu. Certified Association fee \$0.05/bu. Royalty fee \$0.30/bu.
4. By signing this agreement GROWER gives permission to North Dakota Crop Improvement & Seed Association (NDCISA) and County Crop Improvement Association to access certification files relevant to this production and authorizes the ND State Seed Department (NDSSD) to provide these records to NDCISA.
5. ASSOCIATION and GROWER further agree to the additional CONDITIONS OF THE AGREEMENT below.

Date _____

Signed _____
(Association Representative/County Agent)

Signed _____
(Grower)

CONDITIONS OF THE AGREEMENT

1. Acceptance of this contract by GROWER and ASSOCIATION constitutes notice that this variety is/will be protected under the Plant Variety Protection Act. Any seed produced can be sold only as a class of certified seed or as commodity unless notified otherwise by NDAES. GROWER agrees to apply to the ND State Seed Department for field inspection and seed certification.
2. GROWER agrees to comply with ND Seed Certification Standards pertaining to field selection and any other standards contained in the ND State Seed Dept Bulletin No. 51 and will follow good crop production and management practices in order to maximize seed production. GROWER will apply to ND State Seed Dept by their specified field inspection application deadline date. GROWER is responsible for all fees associated with the certification process and will obtain a seed labeling permit.
3. GROWER shall notify ASSOCIATION if the increase fails field inspection or of any other conditions which might warrant abandonment of the crop for seed increase purposes. ASSOCIATION shall have sole right to authorize abandonment of crop by GROWER for seed purposes or to make recommendations to GROWER of additional measures which might be taken to salvage the crop.
4. GROWER will provide ASSOCIATION, no later than October 1, or as soon as practical following harvest, with information pertaining to crop yield, quality and any other seed characteristics.
5. GROWER will condition and store the seed in bags, bulk or mini-bulk, as directed by ASSOCIATION, in accordance with certification requirements. ASSOCIATION has the right to require reconditioning or any additional cleaning of the seed, if necessary, to meet certification requirements. Any clean-out generated during conditioning must be disposed of and may not be used for seed. Conditioning of some seed increase may require seed treatment if specified by ASSOCIATION or NDAES.
6. ASSOCIATION has the option of allocating or directing distribution of 100% of the registered and downgraded certified class seed produced under this Agreement. GROWER will cooperate with and assist ASSOCIATION in sales, delivery and distribution of seed. Any seed buyer shall be informed that the variety is/will be protected under the Plant Variety Protection Act. **No registered class seed may be sold or moved out of North Dakota**, and no registered or certified class seed may be sold or moved into Canada, or outside the USA without written permission from NDAES or ND Foundation Seedstocks Project.
7. A retail selling price for Registered class seed, including a GROWER premium and any other levies or royalties, will be set by the NDAES during October of each year and this price will remain in effect until October of the following year. The retail selling price established by NDAES includes the ASSOCIATION fee required by paragraph 10 however not the bagging costs. The retail selling price remains effective until all of the seed produced under this Agreement is either sold as seed, sold as commodity or retained by GROWER for planting. The GROWER will be allowed to downgrade any part of the produced seed to the Certified seed class and set the selling price. NO ASSOCIATION fees are due on commodity sales. Royalties are collected by ND State Seed on all Registered and Certified seed sales.
8. The ASSOCIATION and GROWER may agree to sell any amount of the produced seed to a wholesale or retail seed outlet in North Dakota so long as a Wholesale Purchase Agreement, as required by NDAES, is completed and the buyer agrees to sell the seed only in North Dakota at the retail selling price for Registered class seed established by NDAES and **Registered class seed of this variety shall not be sold outside of the state of North Dakota without the written permission of NDFSS.**
9. ASSOCIATION and GROWER agree to sell all of the seed produced under this agreement unless (a) the crop is abandoned for seed purposes under paragraph 3; (b) the sale is to a wholesale or retail seed outlet that has signed a Wholesale Purchase Agreement as required by paragraph 8. or (c) crop is sold as commodity. Records of all seed planted by GROWER, sold as seed or sold as commodity are required to be reported to the ASSOCIATION.
10. GROWER agrees to pay an ASSOCIATION fee, in accordance with current NDCISA Resolutions, on each bushel/pound (specify units) sold as seed or seeded by GROWER for planting purposes. Fee shall be collected from GROWER by the ASSOCIATION. Fifty percent of said ASSOCIATION fee shall be sent to the ND Crop Improvement and Seed Association. Any other fees, levies or royalties included in the retail selling price shall be paid by GROWER and forwarded according to instructions. GROWER retains all remaining income from seed sales.
11. The grower agrees not to request commodity check off refunds.

Original – FOUNDATION SEEDSTOCKS

1 copy – ASSOCIATION

1 copy – GROWER