

**Plant Evaluation Trial Agreement between
Plants for Europe Limited
and**

(“PFE”)

(“the Evaluator”)

PFE Agreement Reference Number:

This Plant Evaluation Trial Agreement (the “Agreement”) is entered into and by:
Plants For Europe Limited, trading at Croftway Hall, Yapton Road, Barnham, Bognor
Regis, West Sussex, PO22 0BQ England
and

(Evaluator’s name)

of (Evaluator’s address)

on (date)

Whereas, the following statements are true:

- PFE has entered into a long-term contractual relationship with

(“the Breeder”)

- The Breeder has developed

(“the Cultivar”)

- The Breeder claims worldwide exclusive proprietary, patent and breeder’s rights in the Cultivar.
- Pursuant to the aforementioned contractual relationships, PFE acts as the Breeder’s agent for the commercial development, distribution and management of the Cultivar and for the issuance of agreements for the conduct of plant evaluation trials and the issuance of licences for the propagation and commercial dissemination of the Cultivar.
- The Evaluator is an experienced commercial grower of plants and is qualified to conduct plant evaluation trials of the Cultivar from cultivar source material provided by or on behalf of PFE or the Breeder in connection with this Agreement.
- PFE and the Evaluator (“the Parties”) wish to enter into this Agreement in order for the Evaluator to conduct plant evaluation trials of the Cultivar subject to the terms of this Agreement.

Therefore, the Parties enter into this Agreement on the date shown above.

It is hereby agreed that:

1. The Evaluator has received, or will receive, plant material of the Cultivar for the purpose of propagation and growing trials in order to observe the propagation and growing characteristics of the Cultivar, as well as to assess its suitability for marketing and promotion.
2. The Cultivar will be covered by this agreement as soon as the plant material has been delivered to the Evaluator.
3. The Evaluator will acknowledge receipt of any and all plant material of the Cultivar by signing and returning the Confirmation of Receipt of Plant Material form provided by PFE within seven days of receiving the plant material.
4. All plant material of the Cultivar remains the property of the Breeder, unless PFE agrees otherwise in writing.
5. Any and all sports or mutations of the Cultivar that may occur before the Cultivar has been offered for sale to the general public are also the property of the Breeder, and are at once to be informed to PFE.
6. The Evaluator will not use the Cultivar in any breeding programme before the Cultivar has been offered for sale to the general public by a licensed party, except with the written permission of PFE.
7. The Evaluator will not give, lend, assign, sell, offer to sell or otherwise distribute any plant material of the Cultivar to any other person or organisation without the written permission of PFE.
8. The Evaluator may distribute plant material of the Cultivar to safe and secure locations that are pre-approved in writing by PFE.
9. The Evaluator will, if possible and if requested to do so by PFE, assist PFE in providing plant material of the Cultivar for trial by other parties. In this event, the Evaluator may charge reasonable transport costs and service charges to PFE.
10. The Evaluator will, if possible and if requested to do so by PFE, supply plant material of the Cultivar to the Breeder. In this event, the Evaluator may charge reasonable transport costs and service charges to PFE.
11. Other than as provided in paragraphs 8, 9 and 10, the Evaluator will not permit plant material to leave the Evaluator's premises.
12. The Evaluator will safeguard and maintain the security of the plant material of the Cultivar at all times.
13. The Evaluator will not show, publicise, promote or describe any plant material of the Cultivar, or permit others to do so, without written permission from PFE.
14. The Evaluator will inform PFE, as may be requested from time to time and at least once every twelve months, about the quantity, type, condition and location of all stocks held of the Cultivar.
15. The Evaluator will permit the Breeder or representatives of PFE to access the trial location in order to verify the trial, take photographs of the trial or to collect data from the trial. The Breeder and PFE undertake to give reasonable notice of such a visit.
16. Each party will inform the other immediately if he/she is aware of the existence of any suspected same plant material.
17. The Evaluator will promptly inform PFE of the results of the evaluation trial, and will allow data from the trial to be used for applications for Plant Breeder's Rights, Plant Patent, Trademarks or other proprietary rights, for publicity purposes or for any other purpose.
18. This agreement is in force for 24 months from the date of arrival of the plant material of the Cultivar at the Evaluator's premises. At the end of this period, either:
 - a new plant evaluation trial agreement will be made
 - or this agreement will be superseded with a Production and Marketing Licence

- or the Breeder may require the return, destruction or other disposal of all plant material of the Cultivar.
 - or, if none of the above three actions is taken and the plant material remains with the Evaluator, the Evaluator may, at his discretion, destroy all the plant material or continue to hold it whilst continuing to be bound by all the terms of this agreement.
19. If the Breeder or PFE deem that the Evaluator is in breach of this agreement, PFE and the Breeder reserve the right to terminate this agreement immediately without any legal proceedings. In these circumstances, all plant material of the Cultivar will be returned to the Breeder, destroyed or otherwise disposed at the discretion and direction of the Breeder.
20. This agreement shall be interpreted under English Law.

Signed on behalf of the Evaluator

Signed on behalf of Plants For Europe Limited

Date

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