



# The Council of Grain Grower Organisations Pty Ltd

## **SCHEDULE A The Council of Grain Grower Organisations (COGGO) END POINT ROYALTY (EPR) AGREEMENT GBA SAPPHIRE**

### **INTRODUCTION**

This EPR Agreement (the "Agreement") refers to a specific lot of COGGO variety seed ("The Seed") which expression includes all grain harvested from The Seed whether directly or over subsequent generations, sold by COGGO, either directly or indirectly to you ("You" or the "Purchaser") as indicated on the reverse side of this form.

It is important that You make yourself fully aware of all the terms and conditions set out in this Agreement concerning this purchase of The Seed. When You or Your representative sign the declaration on the reverse side of this form, You agree to abide by the terms and conditions set out in this Agreement.

### **AGREEMENT TERMS**

1. COGGO sells to the Purchaser The Seed subject to the conditions of the Plant Breeder's Rights Act (Cwlth) 1994 (the "Act") and the Purchaser agrees to pay an End Point Royalty ("EPR") to COGGO on harvested seed, excluding seed saved for sowing in subsequent years on the terms and conditions of this Agreement.
2. The Purchaser may sow The Seed for the purposes of producing grain for selling as a commodity or feeding livestock. COGGO requires the Purchaser to pay an EPR to COGGO on The Seed that the Purchaser sells as grain or feed to livestock ("Feed"). No other rights are granted in respect of the the Seed and without limitation, the Purchaser must not resell, gift, barter or donate The Seed as seed for sowing without the express written approval of COGGO.
3. For each metric tonne of The Seed the Purchaser produces and sells as grain or Feed, the Purchaser must pay COGGO an EPR at the rate of \$3 per tonne plus GST following the process described below.
4. Prior to harvest in each year, COGGO will send the Purchaser an EPR Declaration Form (the "EPR Declaration Form") which the Purchaser will complete and return to COGGO within 30 days of completion of harvest with the following information:
  - i. the quantity of grain produced from The Seed specifying the variety name. If The Seed was not grown, then this should also be stated;
  - ii. the variety name and quantity of The Seed held for subsequent sowing by the Purchaser;
  - iii. the quantity of grain produced from The Seed delivered to an any third party or their agent; and
  - iv. the amount of EPR paid by the Purchaser to a bulk commodity delivery agent for The Seed harvested in that year and the name and contact of the bulk commodity delivery agent whom the Purchaser paid.
5. Upon COGGO's receipt of the EPR Declaration Form, COGGO will send the Purchaser a tax invoice setting out the applicable EPR after deducting the amount in 4(iv) and a copy of COGGO's payment terms.
6. The Purchaser must pay to COGGO the outstanding EPR within 30 days of receipt of the tax invoice.
7. COGGO and the Purchaser agree that in performing their obligations and exercising their rights under this Agreement that they will comply with all applicable laws and regulations, including without limitation, legislation concerning the protection of personal information.
8. The Purchaser may not assign or transfer this Agreement, in whole or in part, or any interest arising under this Agreement to any other person or party, without the written permission of COGGO.
9. Where the Purchaser comprises two or more persons, an agreement or obligation to be performed or observed by the Purchaser binds those persons jointly and each of them severally.
10. To the extent permitted under the applicable law, the remedy for the Purchaser of The Seed or any other person for any loss suffered directly or indirectly as a result of the purchase of The Seed (whether such loss results from breach of warranty, contract, tort, strict liability, or negligence) shall be limited solely and exclusively to the amount of the purchase price of the The Seed or any replacement product of the The Seed, at the election of COGGO. In no event shall COGGO be liable for any consequential or incidental damages sustained by you or any other person. All warranties shall be void and of no effect if the Purchaser or any other person applies any chemical or preservative to the The Seed.

Purchaser (End User) Trading Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

SIGNED by the Purchaser/Authorised Representative:

\_\_\_\_\_  
Purchaser/Purchaser's Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**COGGO**

**The Council of Grain Grower Organisations Pty Ltd**

**SCHEDULE B**

**COGGO (COGGO)**

**ACKNOWLEDGEMENT OF COGGO SEED WHEAT PURCHASE FORM**

I agree:

To purchase and take delivery of \_\_\_\_\_ kgs of \_\_\_\_\_  
from \_\_\_\_\_ (Seller).

I have received a copy of COGGO's End Point Royalty (EPR) Agreement from the Seller.

I understand and acknowledge that the above seed wheat variety/s are registered under the Plant Breeder's Rights Act 1994 and I agree that it is a term of the sale that I must pay to COGGO an end point royalty in respect of material harvested from The Seed purchased by me and sold as grain or Feed. I also agree that COGGO may enforce the attached EPR Agreement in its own name and for its own benefit.

Purchaser (End User) Trading Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Signed (Purchaser/Representative): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

NB. Personal information collected by COGGO will be kept confidential and stored on COGGO's database. This information will be used by COGGO to: manage the collection of end point royalties, update you on information relevant to your business with COGGO, conduct customer surveys and market research, conduct confidential systems maintenance and testing. This information may be shared with affiliated companies of COGGO and third party service providers for the above purposes or otherwise required by law. If you wish to access or delete the information recorded by us or object to any of the proposed uses listed above please contact the database manager on 08 9363 3400.

Once all details are completed, please return via fax to :

**1300 737 662**