

ESA_15.0307

Standard Licence Agreement

This Agreement is made and concluded

BETWEEN

ESA European Seed Association aisbl, registered according to Belgian law, located in 23/15, rue du Luxembourg, 1000 Brussels, Belgium and represented by its Secretary General, Mr Garlich von Essen or his delegated representative;

hereinafter referred to as '**ESA**'

AND

XXX, registered according to law, located in and represented by

hereinafter referred to as '**the Treatment Site**'

together referred to as '**the Parties**'

WITH THE FOLLOWING TERMS

1. Object of the agreement

By the present Agreement ESA authorizes the Treatment Site, which has been audited by an accepted ESTA Certifying Body and has been granted ESTA certification, to use the ESTA Trademark – as set forth in Annex I to the present Agreement - on the bags of seeds treated according to the ESTA standard and related communication activities.¹ The Treatment Site undertakes to pay a handling fee and a fee per treated unit or a lump sum fee as specified in Annex II to ESA.

2. Rights of the Treatment Site

2.1 The ESTA logos constitute the exclusive property of ESA and are all protected by Community Trademark. The logos are presented in Annex I to the present Agreement. (ESTA Trademarks)

¹ The ESTA Standard as effective at all times is available on: www.euroseeds.eu/ESTA

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2.2 The Treatment Site is allowed to use the ESTA Trademarks:

- on seed bags containing treated seed when the treatment used and the seed treated are covered by the scope of the ESTA certification of the Treatment Site;
- in promotion activities related to seed treated at the Treatment Site under ESTA certification. In relation to promotion activities, the Treatment Site may allow third parties in the distribution chain to use the ESTA trademark in communication activities related to the ESTA certified seed to the extent necessary.

2.3 The Treatment Site may decide to use the ESTA Trademark or not and it may choose to use one or several forms of the logo.

2.4 Without prejudice to point 2.2 second paragraph, the Treatment Site is not authorized to further sub-license the ESTA Trademarks, i.e. to allow any third party to use those.

2.5 The present authorization is a non-exclusive one. ESA reserves the right to grant the right to use the ESTA Trademark to any third party.

3. Obligations of the Treatment Site

A) Use of the ESTA Trademark

3.1 Upon signing the present Agreement the Treatment Site indicates which versions of the ESTA Trademark it wishes to use. The Treatment Site undertakes to use the Trademark in the exact form as they are protected, as set forth in Annex I to the present Agreement.

3.2 The Treatment Site accepts to inform ESA in a written form immediately when - during its normal course of business - it encounters any misuse or abuse of the ESTA Trademark.

B) Payment and reporting

3.3 The Treatment Site undertakes to report to ESA annually and in written form the overall number of treated units per species and the types of Trademarks used on the treated units.² ESA however retains the right to verify the accuracy of the reported information at the Treatment Site and the Treatment Site is obliged to provide the necessary further data upon request.

The report must be provided to ESA by May 31 of the year following the year concerned by the reported activities.

² The notion of treated unit is defined in the ESTA standard.

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3.4 For the right to use the ESTA Trademarks the Treatment Site undertakes to pay a handling fee and a fixed fee per treated unit or a lump sum fee to ESA. Further payment details are specified in Annex II to the present Agreement. The ESTA fee structure is set uniformly by ESA for all Treatment Sites in Europe and is publicly available on the ESTA website.³ ESA however reserves the right to revise the fees unilaterally on a yearly basis. In case such revision takes place ESA undertakes to notify the Treatment Site at least six (6) months in advance.

4. Duration and termination of Agreement

4.1 The present Agreement comes into force on the date of signature and is concluded for a period of one year. The Agreement is automatically renewed every year if the annual verification audit of the Treatment Site confirms its compliance with the ESTA standard.

4.2 The present Agreement can be terminated by the common agreement of the Parties at any time.

4.3 The present Agreement can be terminated by any of the Parties unilaterally by written notice to the other party six (6) months in advance.

4.4 The present Agreement can be terminated by any of the Parties by written notice to the other party in case of serious breach of the terms described in the present Agreement. The Agreement terminates 30 days following the receipt of the notice by the other party.

5. General terms

5.1 The present Agreement has been prepared in two original English copies and is governed by Belgian law.

5.2 Annexes to the present Agreement form integral part of it.

5.3 Regarding questions not dealt with in the present Agreement in first place the ESTA standard and in second place Belgian law should apply.

5.4 In case of disputes resulting from the present Agreement and from the rights and obligations described therein the Parties should seek an amicable settlement. If such a settlement is not possible they should solve their dispute before the competent Belgian courts.

5.5 The present Agreement represents the complete understanding between the Parties and supersedes all prior or contemporaneous oral or written agreements or undertakings of the Parties referring to the subject matter of the present Agreement.

³ www.euroseeds.eu/ESTA

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5.6 Should any provision of the present Agreement be entirely or partially invalid or the Parties be required by national law or authorities to modify certain provisions hereof, the validity of the other provisions shall be unaffected. Furthermore, in the event of an invalid provision or modification being required by national law or authorities, the Parties shall enter into negotiations and amend or replace the provision concerned by a valid provision which comes closest to what the invalid provision was intended to achieve.

5.7 Neither the waiver by either of the Parties of a breach or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

5.8 All section captions are for reference only and shall not be considered in construing the present Agreement.

Signed by: _____

Date _____

**for and on
behalf of ESA:**

Signed by: _____

Date _____

**for and on behalf
of XXX**

ANNEX I**ESTA Trademarks**

The ESTA logos are as follows. They are all protected by Community trademark (CTM). The relevant trademark number is indicated after each logo.



Protected by CTM no. 009839051.



Protected by CTM no. 009839085.



Protected by CTM no. 009839127.

European Seed Treatment Assurance

Protected by CTM no. 009839201.



Protected by CTM no. 009819764.



Protected by CTM no. 009832296.



Protected by CTM no. 009832882.

European Seed Treatment Assurance

Protected by CTM no. 009832965.

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Protected by CTM no. 013233994.

The relevant part on the permitted use of the logos can be found in Annex 2 to the ESTA Standard.

ANNEX II**Payment terms and conditions**

1. The Treatment Site shall pay to ESA an annual

(i) handling fee of 1000€

and a

(ii) a fee of 0.005€ per treated unit or in case of vegetables a lump sum fee as defined here below.

Treated units are defined as follows:

Maize:	< 50.000 seeds
Beets (sugar and fodder):	< 100.000 seeds
Oilseed Rape (hybrid):	< 1.5 mio. seeds
Oilseed rape (lines):	< 2 mio. seeds
Sunflower:	< 100.000 seeds
Cereals and pulses:	< 1 ton

Vegetables: Vegetable companies will pay a lump sum fee based on their annual turnover

	Lump sum fee (€)	Annual turnover The annual turnover is estimated by activities related to seeds
Class 1 (S)	500	< 50 mil €
Class 2 (M)	1500	50-75 mil €
Class 3 (L)	3000	>75 mil €

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2. Payment shall take place once a year within 30 days following receipt of the invoice.

3. In the first year the handling fee should be paid by the Treatment Site upon its certification and in the following years it will be invoiced together with the fee per treated unit or the lump sum fee.

4. Payment by the Treatment Site shall be made to the following account:

ACCOUNT DETAILS TO BE SPECIFIED