**CULTIVATION AGREEMENT**

The undersigned:

1. The Centre for Genetic Resources Netherlands, based in Wageningen, the Netherlands, hereinafter referred to as "CGN", validly represented by XXX;

and

1. XXX, established in XXX, hereinafter referred to as "multiplier", validly

represented by XXX;

Whereas:

That the CGN manages a collection of seeds and wishes to periodically propagate accessions from the collection for the purpose of conservation.

That the breeder specialises in seed production.

Have agreed as follows;

1. The multiplier receives from the CGN sufficient seed of the accessions listed in Annex 1 of this agreement (hereinafter referred to as "the material") to carry out the multiplications. Annex 1 forms an integral part of this Agreement.
2. The multiplier will take utmost care of the material, young plants and production of the crop. He will also carefully assess and report cultivation conditions to CGN.
3. The multiplier will carry out multiplications according to the protocols provided by the CGN or according to instructions from an CGN staff member. Deviations from the protocol, and deviations from the material (such as signs of disease) will be communicated to the CGN as soon as possible.
4. By agreement between the parties, during multiplication, the multiplier may also photograph and/or describe the material with descriptors provided by the CGN.
5. CGN staff can visit crops as often as necessary during multiplication. The CGN staff member will always coordinate a visit to the multiplier with multiplier in advance.
6. The seeds to be sent by the CGN to the breeder meet all phytosanitary requirements. The CGN does its utmost to ensure seed health, but cannot guarantee seed health 100%. Attention and proper phytosanitary precautions at the multiplier therefore remain important.
7. In consultation, the CGN or the multiplier will submit crop declarations to Naktuinbouw so that the crops can be visually inspected at the right time by an inspector from Naktuinbouw. The inspection report will be shared between the CGN and the multiplier. Where necessary, health tests will be requested. The costs will be borne by the CGN.
8. By signing this agreement, the CGN releases the multiplier from the obligation to sign a Standard Material Transfer Agreement (normally used to set out the rights and obligations of both the CGN and the recipients of the material) to receive the material.
9. By signing this agreement, the multiplier confirms that the material received will be used exclusively for the multiplication of material for the purpose of maintaining the CGN's collections. Upon completion of the multiplication work, the multiplier will hand over to the CGN all unused material provided by CGN and all newly produced material resulting from the multiplication.
10. The multiplier may only provide material to third parties (e.g. when subcontracting seed cleaning or germination tests), in whatever form, with the written consent of the CGN.
11. The costs to be incurred by the multiplier for its work, use of land and/or facilities and materials will be agreed in writing by the parties before the start of multiplication. The agreed fee is set out in Annex 2 of this agreement. After completion of the multiplication, costs incurred will be reimbursed by the CGN. In consultation, an advance payment may be made by the CGN to the multiplier.
12. If a multiplier has acted in accordance with points 2 and 3 of this agreement, and the multiplication fails (due to force majeure) and no replacement material can be arranged, the costs for the CGN will be limited to the costs incurred by the multiplier up to that point. A multiplication has failed if the multiplication was not carried out according to CGN protocol (if insufficient seed is produced, if the germination rate is too low, or if the multiplication took place on too few plants). If the multiplier has not acted in accordance with points 2 and 3 of this agreement (e.g. in case of negligence and failure to communicate deviations from the protocol in a timely manner), and the multiplication fails, the costs of the multiplication will be borne by the multiplier.
13. This agreement is governed by Dutch law. Disputes arising from this agreement shall, to the exclusion of any forum, be submitted for assessment to the absolutely competent court in The Hague.
14. Insofar as any provision of this agreement is in conflict with any statutory provision or otherwise loses its validity, this shall not affect the agreement as such and the invalid provision shall be replaced by one, which corresponds as closely as possible to the original intention of the parties.
15. This agreement starts from the moment of signing and ends on 31 December 2023. The parties may terminate the agreement in the interim, subject to three months' notice, by means of a written letter sent by registered post. Without prejudice to this, the multiplier will transfer the material in good condition to the CGN upon termination.

Amendments / Final provisions:

Amendments to this agreement require only the written form and are

valid only if signed by both parties.

Thus drawn up and signed in duplicate for agreement.

Name: XXX

Signature: ..................

Date: ..................

Name: CGN, XXX

Signature: ..................

Date: ..................

**ANNEX 1. LIST OF ACCESSORIES**

**ANNEX 2. AGREED FEE**