

Standard Licence Agreement

This Agreement is made and concluded

BETWEEN

[NAME OF THE AGENT], registered according to [...] law, located in [TO BE SPECIFIED] and represented by [TO BE SPECIFIED], acting in the name and on behalf of

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 '**[NAME OF THE AGENT]**'

AND

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

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

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

Whereas [NAME OF THE AGENT], for and on behalf of ESA European Seed Association, is acting as an Agent of ESA, owner of the ESTA scheme, and is charged with the implementation and management of the ESTA scheme; and within that framework is authorized to conclude contracts in the name and on behalf of ESA;

the Parties have agreed as follows:

1. Object of the agreement

By the present Agreement the Agent, in the name and on behalf of ESA, authorizes the Treatment Site, which has received a positive audit report by an ESTA Certifying Body, to use the ESTA Trademark – as set forth in Annex 1 to the present Agreement - according to the ESTA standard and in related communication activities.¹ The Treatment Site undertakes to pay fees as specified in Annex 2 to the present Agreement.

The signature of the present Agreement is a prerequisite for ESTA certification according to the ESTA standard.

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

2. Rights of the Treatment Site

2.1 The ESTA logo constitutes the exclusive property of ESA and is protected by Community Trademark. The logo is presented in Annex 1 to the present Agreement (ESTA Trademark).

2.2 Upon signature of the present Agreement, the Treatment Site is allowed to use the ESTA Trademark:

- 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.

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

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.

[2.6 The Treatment Site is authorized to use the old ESTA logos (CTM 009819764; 009832296; 009832882; 009832965; 009839051; 009839085; 009839127; 009839201) on seed bags which the Treatment Site has already in stock. In respect of such use payment is due according to point 3.4. No further use and no further printing with the old ESTA logos is allowed.]

3. Obligations of the Treatment Site

A) Use of the ESTA Trademark

3.1 Upon signing the present Agreement the Treatment Site undertakes to use the ESTA Trademark in the exact form as they are protected, as set out in Annex 1 to the present Agreement.

3.2 The Treatment Site accepts to inform [name of the Agent] 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 [Name of the Agent] annually and in written form the overall number of treated units per species, where applicable.² [Name of the Agent]

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

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 [Name of the Agent] by May 31 of the year following the year concerned by the reported activities.

3.4 The Treatment Site undertakes to pay fees to [Name of the Agent] as specified in Annex 2 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 notifies [Name of the Agent] at least six (6) months in advance and [Name of the Agent] undertakes to notify such modifications to the Treatment Site.

The Treatment Site also undertakes to pay a service fee that may be charged by the Agent and will be laid down in a specific agreement between the Agent and the Treatment Site.

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.

³ www.euroseeds.eu/ESTA

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.

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 [Name of
Agent, acting in
the name and on
behalf of ESA]:**

Signed by: _____

Date _____

**for and on behalf
of XXX**

ANNEX 1

ESTA Trademark

The ESTA logo is as follows, protected by Community trademark (CTM). The trademark number is indicated after the logo.



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 2

Payment terms and conditions of ESA for ESTA certified Treatment Sites⁴

1. The Treatment Site shall pay [Name of the Agent], acting in the name and on behalf of ESA

i) a fee of 0.005€ per treated unit.

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

ii) For vegetables the following fee structure applies:

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

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

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

[ACCOUNT DETAILS TO BE SPECIFIED]

⁴ www.euroseeds.eu/ESTA