

CROP : _____
SEASON : _____

HYBRID CODE : _____
FIELD NO : _____

SEED PRODUCTION: GROWER AGREEMENT

This agreement is made and executed on this _____ day of _____ month and _____ year, by M/s ~~OSON Private Ltd~~ with its registered office at ~~1-2 Community Centre, West Begu, B. Vikram Road, New Dehra-240055~~ and its Corporate Office at ~~S-39, Kothavadi, Hyderabad-500 098~~ (A.P.), referred to as the **FIRST PARTY**, represented herewith by Mr appointed by the **FIRST PARTY** as its Representative for the purpose only of this Agreement, which shall mean and include its Administrators, Agents, Representatives and assigns etc. on the **FIRST PART**:

AND

Sri _____ S/o _____ Aged about _____
Resident of _____

hereinafter referred to as the **SECOND PARTY**, which term includes all his heirs, legal representatives, successors and assigns etc... on the **SECOND PART**.

WHEREAS the **FIRST PARTY** has acquired the exclusive rights of multiplication and the use of Foundation seeds of these hybrid seeds within the territory of India and is in possession of the knowledge of scientific methods necessary for the production of said hybrid seeds through technical operations.

WHEREAS the **SECOND PARTY** is well equipped with the required facilities for growing these hybrid seeds.

NOW THIS AGREEMENT DEED WITNESSETH:

1. The **FIRST PARTY** agrees to supply _____ kgs /acre (as specified in **Annexure-1**) of the required Foundation Seed to the **SECOND PARTY**.
2. The **SECOND PARTY** agrees to plant the Foundation Seed on the farm land, make the crosses with the Foundation Seed and to produce hybrid seed according to the best available agricultural practices by using the Foundation Seed as specified in **Annexure -1**, as per the guidelines laid down in the **Annexure 2** by the **FIRST PARTY**/Representative of the **FIRST PARTY** and return all the Foundation Seed not used/sown to **FIRST PARTY**/Representative within (2) days after completion of sowing.
3. In the production of hybrid seed, disposing of off-type plants are crucial. Unless the **SECOND PARTY** removes the off-type plants, high quality hybrid seed cannot be produced. Hence, the **SECOND PARTY WILL REMOVE ALL THE OFF-TYPE PLANTS AT THE APPROPRIATE TIME**. If the **SECOND PARTY** does not remove the off-type plants at the appropriate time as per the advice of the **FIRST PARTY** and if the **FIRST PARTY** gets such off-types removed by employing labour.

4. The SECOND PARTY agrees to pay to the FIRST PARTY As. _____ /per acre towards production technology support fee.
5. The FIRST PARTY/Representative shall make available to the SECOND PARTY some additional inputs that the FIRST PARTY considers necessary for the purpose of production of hybrid seed. The cost incurred by the FIRST PARTY/Representative shall be adjusted/deducted from the account of the SECOND PARTY at the time of final settlement as per **Annexure- 3**. It is agreed by both the parties that the SECOND PARTY bears all costs related to the production of the hybrid seed including cultivation, labour expenses, and fertilizer and crop protection product costs.
6. The SECOND PARTY shall not obstruct the servants, agents and officers of the FIRST PARTY at any time from inspecting, working, testing/or doing such other acts, deeds or things as they think fit and necessary at their discretion in order to obtain better productivity of the produce. Furthermore, the SECOND PARTY unequivocally agrees not to disclose any information that may be passed to him by the FIRST PARTY during the validity of this contract and for a period of 5 years after expiry of said contract, to any other persons during the process of cultivation of the produce.
7. It is agreed between the parties to these presents that all the produce resulting from the production during the production period shall exclusively belong to the FIRST PARTY. The SECOND PARTY shall have no right! lien over the produce.
8. The SECOND PARTY will not give or sell this hybrid seed to anyone except the FIRST PARTY. In case the SECOND PARTY sells or gives such seed to anyone, the SECOND PARTY agrees it will be a material breach and that the FIRST PARTY will take appropriate action against him, which will include a claim for substantial financial damages.
9. The SECOND PARTY agrees that the hybrid seed will be delivered to the FIRST PARTY at moisture content mentioned in the Annexure- 4, in gunnysacks provided to the SECOND PARTY, at a designated point as agreed by both the parties. The FIRST PARTY will transport the bagged seeds to its processing plant and both the parties will accept the date of receipt of the said seed, at the processing plant, as being the date of delivery to the FIRST PARTY.
10. The SECOND PARTY represents and warrants the identity preservation of the hybrid seed produced under this Agreement when being sown, grown, swathed, harvested, transported, dried and stored, in a way that it is not contaminated or does not cross with other similar variety or other crops and is not mingled with any other similar variety or other crops. The SECOND PARTY will be liable for any failure to identity preservation and maintenance of the purity of the hybrid seed produced under this Agreement.
11. If the hybrid seed supplied by the SECOND PARTY is proved to be of a totally different hybrid or variety v/s. the Foundation Seed supplied to produce the hybrid seed, the FIRST PARTY has informed the SECOND PARTY that it would take an appropriate legal action against the SECOND PARTY. The SECOND PARTY has agreed to this and has assured the FIRST PARTY that such a mistake will not be made. The SECOND PARTY assures the FIRST PARTY that he will not mix the seed of other varieties in the Foundation Seed to be planted or in the hybrid seed that was produced.

12. The seed lot delivered to the FIRST PARTY shall be deemed to consist of portions described as saleable seed, trash and rejected seed. At the point of delivery, to the FIRST PARTY, seeds will be tested for the estimation of percentage of these portions which may be reasonably obtained by FIRST PARTY after due processing. The SECOND PARTY agrees to such processing to determine the quantity of such trash and reject seed, and such processing will be at the discretion of the FIRST PARTY for arriving at the processed seed weight.
13. The FIRST PARTY shall make payment to the SECOND PARTY for the produce of hybrid seed as per the Procurement Rate mentioned in Annexure- 5 attached herewith. Payable in one or two installments, after deduction of any advances made by the FIRST PARTY on account to the SECOND PARTY, after delivery of seeds at the processing plant of the FIRST PARTY or such other place as directed by the FIRST PARTY. The seed procured from the grower must meet the specifications and standards of the FIRST PARTY as mentioned in **Annexure- 4**,
14. It is expressly agreed by both the parties that proceeds of trash and reject seed at a rate to be fixed at the discretion of the FIRST PARTY which rate shall reflect prevailing market prices for such material shall be disbursed to the SECOND PARTY.
15. The SECOND PARTY, for the breach of any conditions herein contained, shall be liable for damages at such amounts as may be claimed by the FIRST PARTY.
16. The SECOND PARTY shall be absolved of all liability for delay or failure to fulfill any of its obligations set forth herein if such has been delayed, hindered or prevented by force majeure including but not limited to drought, epidemics, floods, fire, accident, Act of God, riot rebellion or other civil commotion, strike, lockout or other concerned acts of workers or any circumstance of whatever nature beyond the control of either party. In such event each party will be responsible on its own costs.
17. [Crop] _____ is a delicate crop. Because crop loss is a natural inconvenience present in agriculture related activities due to the effect of natural events, pests or diseases, the SECOND PARTY agrees that he will not ask the FIRST PARTY any compensation for the same. Though it is probable that there can be a loss because of such reasons, as hybrid seed production is a profitable activity, the SECOND PARTY declares he wishes to take up this hybrid seed production program and will himself be responsible for any natural, pest or disease related condition that could lead to economic disadvantage so that under no circumstances will there be any liability of the FIRST PARTY here fore.
18. The SECOND PARTY shall be liable for any taxes and other impositions on his farm land, including land revenue.
19. The SECOND PARTY agrees not to disclose to anyone at any point in time any information that may be given to him by the FIRST PARTY during the term of this Agreement and for three (3) years thereafter, regarding the content of this Agreement, the Foundation Seed or hybrid seed, production technology, cultivation methods or any other information given by the FIRST PARTY to the SECOND PARTY.
20. The SECOND PARTY shall also keep the Foundation Seed and the hybrid seed strictly confidential and disclose only strictly necessary information to its employees ho need to know in order to perform this Agreement, or to the supervisor (if appointed) who is explicitly appointed by both a written agreement with the FIRST PARTY and a power of attorney with the SECOND PARTY.

21. It is hereby agreed between the parties that the SECOND PARTY will not engage any child labour (children at or below the age of 15 years) for whatever purpose, in fulfilling his obligations under this contract. Furthermore, the SECOND PARTY will ensure relevant safety precautions are followed by personnel/labour engaged for the production of the hybrid seed. These will include but not be restricted to the safe application of crop protection products, avoidance of snake bites and electrocution, safe handling of agricultural implements and provision of personal protective equipment whenever and wherever it is essential during the crop production and follow any prescribed guidelines of Health Safety & Environment Policy of the FIRST PARTY as per Annexure 6 wherever necessary. In case of breach by the SECOND PARTY, this will be a material breach and sanctions may be applied by the FIRST PARTY including termination of this Agreement with immediate effect. Under such circumstances, the entire legal liability will be borne by the SECOND PARTY only.
22. It is hereby agreed that the SECOND PARTY will comply with all statutory laws including labour laws and also the rules made hereunder. The FIRST PARTY shall not be liable in any way for the acts or omissions of the SECOND PARTY.
23. The SECOND PARTY understands and agrees that the FIRST PARTY can change its Representative and that if this happens, the SECOND PARTY must for this Agreement henceforth only handle with the new Representative.
24. In the case of any controversy, claim or dispute arising in connection with this Agreement or from the breach or interpretation of it, the parties shall meet and exert their best effort to reach an amicable settlement.
- (i) If any dispute continues between the parties and the parties fail to reach an amicable settlement within 15 days from the date of a written notification addressed by either party to this effect, such dispute shall be referred to arbitration.
 - (ii) The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory re-enactment or modification thereof shall govern the arbitration.
 - (iii) The arbitration shall be conducted in English.
 - (iv) The venue of arbitration shall be Hyderabad
 - (v) The arbitral award shall be final and binding on the parties.
25. It is agreed by with the parties that this Agreement is valid from _____ to _____ and that the Agreement is automatically terminated after receipt of final payment (procurement) mentioned in **Annexure 5**
26. Notwithstanding the foregoing, the FIRST PARTY shall have the right to terminate this Agreement upon giving not less than thirty (30) day's written notice if the SEC PARTY commits a material breach of this Agreement which in case of breach capable of remedy shall not have been remedied within the thirty (30) days notice period as of the receipt by the SECOND PARTY of the notice.

- 27. In addition, the FIRST PARTY shall have the right to terminate this Agreement unilaterally by giving notice to the SECOND PARTY by registered mail in the event of a "force majeure" resulting in a delay in the production activities of more than thirty (30) days. The SECOND PARTY undertakes to immediately notify the FIRST PARTY of any event of force majeure resulting in a delay in the production activities. The SECOND PARTY shall then be paid for the services rendered to the date of such termination due to force majeure.
- 28. Further, the FIRST PARTY may terminate this Agreement forthwith if the SECOND PARTY becomes insolvent or has a receiver appointed over the whole or any part of its assets or enters into any compound with its creditors or has an order or resolution passed for it to be wound up otherwise than in furtherance of a scheme for amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of this Agreement.
- 29. Upon expiration or termination of this Agreement the SECOND PARTY shall, at the FIRST PARTY'S option, either deliver all plants and/or seeds and written information delivered by the FIRST PARTY together with the Foundation Seed and hybrid seed and written information directly or indirectly resulting from the production activities, to the FIRST PARTY within fifteen (15) days from the termination date, or destroy all such plants and/or seeds and information and deliver to the FIRST PARTY within fifteen (15) days from the termination date a sworn affidavit or similar document attesting that such destruction has taken place.
- 30. In no event, even in case of termination or expiration of this Agreement, shall the SECOND PARTY have any lien over the crop/seed under production or being/having been produced pursuant to this Agreement.

The above contents has been read/heard and understood by the SECOND PARTY in him/her after translating in their local language i.e. _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year above mentioned

(FIRST PARTY)

(SECOND PARTY)

Witnesses

1. _____

2. _____

ANNEXURE-1
Acknowledgment of Foundation seed

Male seed quantity in _____ kgs and Female seed quantity in _____ Kgs.

(FIRST PARTY)

(SECOND PARTY)

ANNEXURE-2
Field Standards

The SECOND PARTY agrees to the FIRST PARTY specifications towards raising the seed crop with the following minimum physical distances as isolations from similar crop varieties/hybrids.

Sl. No.	Crop	Isolation distance in metres
1.	Corn	+300 for same kerner colour + 400 for different kernel colour
2	Pearl Millet	+ 500
3.	Grain Sorghum	+ 200
4.	Sunflower	+ 800
5.	Mustard	+100
6.	Cotton	+30

ANNEXURE-3

Deductions

Rs. _____ (Rupees _____
/Ac.)
towards additional inputs / quality processes.

ANNEXURE -4

Lab Standards

Sl. No.	Crop	Germination (%)	Genetic Purity (%)	Moisture intake (%)
1.	Corn	90	95	12
2.	Pearl Millet	75	95	12
3.	Grain Sorghum	80	95	12
4.	Sunflower	70	95	09
5.	Mustard	85	95	08
6.	Cotton	75	90	10

ANNEXURE-5

Procurement Rate

Rs. _____ (Rupees _____
per kilogram of packed seed/raw seed/wet ear.)

(FIRST PARTY)

(SECOND PARTY)

ANNEXURE-6

Health, Safety and Environment Policy

We shall comply with all requirements prescribed by the competent authorities and our internal codes of practice.

We shall continuously improve our HS & E performance taking into account technical developments, customer needs and stakeholder expectations.

We will educate customers and the public on safe use of our products.

We will train our employees, contractors and suppliers to do their jobs in a safe and environment-friendly manner.

We are committed to integrate our HS & E policy and programs into all our business operations.

We are committed to address issues of HS & E and their impact in all practices, processes and products to align our business with both public and customer expectations

I _____ S/o _____ agree to comply with all relevant points HSE policy of _____ COMPANY _____

Signature

SPECIAL POWER OF ATTORNEY

THIS POWER OF ATTORNEY GIVEN on this day of _____ year _____ by _____ son of _____, aged about _____ years owning agricultural land, to the extent of _____ acres, situated at survey No. _____ village _____ Taluk, _____ District _____ State _____, Pin code _____, hereinafter referred to as the "GROWER" (which expression unless repugnant to the contest shall mean and include his heirs, assignees, successors in interest executors and agents)

IN FAVOUR OF

_____ [name], Son of _____ aged about _____ years owning agricultural land, to the extent of _____ acres, situated at survey No. _____ village _____, Taluk, _____ District _____ State _____, Pin code _____, hereinafter referred to as the "ORGANIZER" (which expression unless repugnant to the contest shall mean and include his heirs, assignees, successors in interest executors and agents)

WHEREAS

- A. ~~M. [REDACTED]~~ a company incorporated under the Companies Act, 1956 of India (hereinafter referred to as '~~BAYER BIOSCIENCE~~ ^{THE COMPANY}') HAS ENTERED INTO A seed production: grower agreement with the GROWER on _____ day of _____ year _____ (the "Grower Agreement")
- B. In the terms of the above said Grower Agreement, ~~[REDACTED]~~ ^{THE COMPANY} will have to make payments of consideration and other amounts as specified therein in the said Agreement (hereinafter referred to as the 'payments') to the GROWER.
- C. GROWER finds it more convenient to authorize the ORGANIZER to receive the payments from ~~[REDACTED]~~ ^{THE COMPANY} on his behalf.

NOW I, THE GROWER, HEREBY AUTHORIZE THE ORGANIZER, TO DO THE FOLLOWING ACTS AND DEEDS IN MY NAME AND ON MY BEHALF:

1. To receive all or any payments from ~~XXXXXXXXXX~~ ^{THE COMPANY} or its authorized agents that is due or payable to me under the Grower Agreement. I understand that I cannot claim these payments from ~~XXXXXXXXXX~~ ^{THE COMPANY} directly any more but must turn to the ORGANIZER FOR PAYMENT.
2. To issue receipt of payments received from ~~XXXXXXXXXX~~ ^{THE COMPANY} (or its ORGANIZER) in writing or otherwise.
3. To receive the documents relating to the confirmation of the payments made to me.
4. To provide ~~XXXXXXXXXX~~ with details of the payments that has been made to me under the Grower Agreement.
5. To settle all claims that I may have under the said Grower Agreement.
6. To organize the transport and delivery of the Hybrid Seed (as defined in the "Grower Agreement") and any other material and deliver this to ~~XXXXXXXXXX~~ ^{THE COMPANY} (or the person(s) indicated by ~~XXXXXXXXXX~~ ^{THE COMPANY}).
7. To generally do all such acts or deeds that may be necessary for the above mentioned purpose.

This Power of Attorney is entered into from the latest date of signature until _____ [date]. It can only be renewed or prolonged than by another written agreement between the Parties.

The GROWER can terminate this Power of Attorney at any time with thirty (30) days written notice, provided he also informs ~~XXXXXXXXXX~~ ^{THE COMPANY} thereof in writing.

It is hereby agreed that any dispute arising out of or in interpretation of this Power of Attorney shall be subject to the laws of India and shall be settled by the courts in Hyderabad who will have full and final jurisdiction over this matter.

This Power of Attorney is entered into because of the specific qualifications of the ORGANIZER. Consequently, the ORGANIZER is not allowed to assign or subcontract any or all of this Power of Attorney.

IN WITNESS WHEREOF SIGNED AND EXECUTED BY

NAME _____ WITNESS _____

GROWER

ORGANIZER

NAME _____

SIGNATURE _____

ATTESTED BY _____

NAME _____