



Australian Vine Improvement Association

## **AUSTRALIAN VINE IMPROVEMENT ASSOCIATION INC (AVIA)**

### **GROWER AGREEMENT**

Agreement between the Australian Vine Improvement Association (AVIA) and “XYZ Vine Improvement (XYZ)” for the establishment of source blocks of “Variety” A as specified in schedule 1.

#### **Summary of obligations of “XYZ”**

“XYZ” must report the number of propagules taken from any and all sources to AVIA by the 30<sup>th</sup> June each year.

“XYZ” must collect the user fees required on behalf of AVIA and forward the said monies to AVIA by the 30<sup>th</sup> June each year.

“XYZ” must provide all AVIA required information about the propagules (as set out in this contract) by June 30<sup>th</sup> each year.

These obligations comprise the requirements inherent in the contracts AVIA has with a number of national and international plant propagators and it is incumbent on AVIA to enforce the terms and conditions of this agreement.

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between “XYZ Vine Improvement”(“XYZ”) and the Australian Vine Improvement Association (AVIA).

Whereas, AVIA desires to provide for the propagation and distribution of certain special clones of various plant materials maintained or distributed by AVIA and

Whereas “XYZ” desires to propagate and sell said clones;

NOW, THEREFORE, the parties agree as follows:

1. “XYZ” is prepared to accept cuttings of the varieties and clones set down in schedule.
2. “XYZ” agrees to pay AVIA by June 30<sup>th</sup> of each year a user fee of five cents (\$0.05) (Australian) for each propagative unit from all generations propagated from AVIA provided grape material which are sold, exchanged, or retained by “XYZ” during the preceding calendar year, along with documentation from “XYZ” records supporting the amount of the “XYZ” payment. A propagative unit is defined for purposes of this Agreement as the smallest vegetative unit used to produce a new plant, or as any unit derived in any way from the plant material provided hereunder, including transfer of genetic material whether by traditional breeding or by biotechnology techniques including but not limited to a cutting, rootling, bench grafted vine, graftstick or budstick or transfer of genetic material by any means.
3. “XYZ” shall maintain AVIA identification in its plantings under this agreement and shall in accordance with generally accepted accounting standards, maintain records of propagative units for which user fees are required. Plantings and records, including registration and certification records that comply with the National Vine Accreditation Scheme standards presently co-ordinated by AVIA, shall be open to inspection and audit by an authorised AVIA representative during normal business hours.
4. Annual reporting of cuttings taken from source vines is required and should be forwarded by June 30<sup>th</sup> each year to AVIA with the required user fees.
5. “XYZ” will ensure a non-propagation agreement that complies with the National Vine Accreditation Scheme or equivalent for Nurseries is in place for any cuttings or propagative units on-sold to nurseries or growers.
6. This agreement shall be in effect for a term of ninety-nine (99) years from the execution or the life of the plantings, whichever is longer, and shall be binding on the successors and assigns of the parties.
7. “XYZ” agrees to purchase all plant material "as is" and "with all faults".
8. As to registered material, AVIA has attempted to locate and identify plant material that is true to variety and has tested negative on specific virus indicators. AVIA makes no warranty, expressed or implied, regarding plant material provided hereunder.

- 9. AVIA disclaims any warranty of merchantability or fitness for a particular purpose or any further obligation or liability on the part of AVIA. AVIA further disclaims liability for any loss or damage, consequential or otherwise, resulting from damaged or defective plant materials.
- 10. It is understood and agreed that AVIA will not be responsible for any loss sustained by reason of defects or problems developed or discovered after plant materials provided hereunder have matured. AVIA is not responsible for any latent defective plant materials sold. AVIA is not responsible for any general defect or other defect which occurs or becomes manifest after the sale of plant materials or which occurs or becomes manifest in progeny of materials sold hereunder.
- 11. It is understood and agreed that in no case will the purchaser of plant material be entitled to other than a refund of the purchase price thereof or, at the option of AVIA, replacement of plant materials.
- 12. This constitutes the entire understanding between the parties of this matter and supersedes all other agreements, written or oral, between the parties.

In witness wherefore, the parties have executed this agreement as of the date above written.

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(Signature of Executive Officer / Distribution Manager)  
The AUSTRALIAN VINE IMPROVEMENT ASSOCIATION (AVIA)

The “XYZ” obligations as set down in the AVIA agreement with regards to the material listed below, are accepted and signed for the receiving party by:

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
DATE: \_\_\_\_\_  
WITNESS: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

Schedule 1

Variety	Clone	Cuttings required	No. allocated