**Rice Experiment Station**

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**California Cooperative Rice Research Foundation, Inc**. (CCRRF)

# Licensing Agreement for Certified Classes of Seed- Foundation Seed Growers-2022

 Beginning in 2018 all businesses (individuals or organizations) who grow, process, and/or sell all classes of certified seed of CCRRF rice varieties will be required to hold a license for their seed activity (to be issued annually by CCRRF). Licenses will be issued for varieties in the following grain-market classes. Please check all boxes that apply to the varieties you are growing:

**□ Calrose Medium Grains**
 M-105, M-206, M-209, M-210, M-211

**□ Premium Medium Grain**
 M-401

**□ Short Grains**
 S-102

**□ Premium Short Grains**
 Calhikari-201, Calhikari-202

**□ Waxy and Low Amylose**
 Calmochi-101, Calmochi-203

 A License is requested for the Grain Market Classes of rice seed (see the list above and check the boxes that apply) as a:

**Seed Grower □ Seed Handler □ Seed Grower/Handler □**

I agree to the terms and conditions listed herein to be a licensed seed grower and/or handler of the CCRRF rice varieties. Return one signed original to CCRRF to become licensed to produce/handle certified classes of seed of CCRRF varieties.

|  |  |  |  |
| --- | --- | --- | --- |
| Recipient: |  | By: |  |
|  | (Print) |  | (Signature) |
|  Organization: |  | Date: |  |
| Address: |  |
| Email: |  |
| Telephone: |  |

The CCRRF produces Foundation rice seed and agrees to license the use of that Foundation seed as well as transfer an allocated amount of this Foundation rice seed to the RECIPIENT.

 As a RECIPIENT you are requesting to receive a material transfer of an allocated amount of Foundation seed from the CCRRF in accordance with its licensed use of that Foundation seed. In response to your request for the above-identified biological material, we ask you to sign and agree to the terms of this Agreement before you receive the biological material. The above signed (RECIPIENT) desires to i) act as an agent handler of the supplied Foundation seed, ii) produce Registered and Certified rice seed from Foundation seed, or iii) both act as an agent handler and produce Registered and Certified rice seed from Foundation seed provided by the CCRRF related to the above-identified biological material. Signing this licensing agreement for Foundation rice seed (Agreement) means that you, as the RECIPIENT, have read and agree to the terms of this Agreement. In consideration for access to said biological material and the regulated use of that biological material under the license, the RECIPIENT agrees to the following terms and conditions.

Additional Requirements and Restrictions

Seed Growers:

1. Agree to terms and sign.
2. Must be members in good standing and compliance with the California Crop Improvement Association.
3. Must be registered with the California Department of Food and Agriculture as a rice seed producer/handler.
4. Must be in compliance with the regulations required by the California Rice Certification Act.
5. Must demonstrate that they have the facilities or access to available facilities to adequately support production, identity preservation, monitoring, and record keeping to show they can successfully produce classes of certified seed without significant risk of contamination.
6. Agree that any production or handling of Tier II Commercial Impact rice varieties will be subject to additional requirements and/or be a disqualification.
7. Must produce the seed for sale or for further increase for seed production and not merely for commercial production as paddy for milling. These two uses should account for >70% of the growers seed production of each variety. Seed that was not sold can be sent to the mill. We request that you ask the marketer/mill to agree that the medium grain varieties will only be comingled and/or blended with other CCRRF medium grain varieties to produce table rice for sale. This would include growers of registered seed who directly acquired Foundation seed from Rice Experiment Station (RES) and growers of certified seed who bought registered seed from qualified seed growers or handlers.
8. May grow and produce rice seed from the supplied Foundation seed. However, the resulting rice seed will be classified as Registered and/or Certified rice seed, as appropriate, and will not be used, sold, marketed, distributed, or anything else as Foundation seed.
9. Agree that any agreement with a third party seed grower or handler that receives the produced rice seed classified as Registered and/or Certified rice seed, as appropriate, must adhere to the classification and other use requirements set out in this Agreement.
10. Agree that qualifying growers will be issued a license by the CCRRF for varieties in each grain market type (e.g. license to grow classes of seed of Calrose varieties; a license to grown classes of seed of Short Grain varieties, etc.)
11. Agree that specialty varieties and first time releases may have limitation on availability initially or special requirements.
12. Agree that seed sales (hundred-weights by variety and certified seed class) will be reported by the grower to CCRRF by August 1 annually and that season’s production of certified classes of seed by December 1. This information will be confidential. It will be used for planning of CCRRF’s foundation seed production and to determine and report the planting/production acreage of CCRRF varieties.
13. Must sign an annual agreement and will be subject to audit on seed production and sales.
14. Agree to an annual licensing fee ($100) and certificate issued to qualified seed growers by CCRRF for each grain-market class (e.g. grower of Calrose (1) and Premium Medium Grains (2) would pay $100 for each of these two classes.)
15. Agree that failure to comply with CCRRF licensing requirements will make the grower ineligible to grow seed of CCRRF rice varieties for production and be liable for potential damages of breaching this Agreement including any attorney fees incurred to enforce this Agreement.

Seed Handlers:

1. Agree to terms and sign.
2. Must be registered with the California Department of Food and Agriculture as a rice seed handler.
3. Must be in compliance with the regulations required by the California Rice Certification Act.
4. Must demonstrate that they have the facilities or access to available facilities to provide the necessary identity preservation, monitoring, and record keeping to show they can successfully market classes of certified seed without significant risk of contamination.
5. Agree that any production or handling of Tier II Commercial Impact rice varieties will be subject to additional requirements and/or be a disqualification.
6. May act as an agent of the supplied Foundation seed to process the rice seed for sale or distribution of the rice seed for seed production. Seed that was not sold or distributed to a licensed Seed Grower can be sent to the mill. We request that you ask the marketer/mill to agree that the medium grain varieties will only be comingled and/or blended with other CCRRF medium grain varieties to produce table rice for sale. Agrees to sell or distribute, the rice seed they process from the supplied Foundation seed, to only licensed Seed Growers.
7. Agree that only licensed Seed Growers may grow seeds from the supplied Foundation seeds.
8. Agree that any agreement with a third party seed grower or handler that receives the produced rice seed classified as Registered and/or Certified rice seed, as appropriate, must adhere to the classification and other use requirements set out in this Agreement.
9. Agree that rice seed produced from the supplied Foundation seed will be classified as Registered and/or Certified rice seed, as appropriate, and will not be used, sold, marketed, distributed, or anything else as Foundation seed.
10. Agree that qualifying handlers will be issued a license by CCRRF for handling varieties in each grain market type (e.g. license for classes of seed of Calrose varieties; a license for classes of seed of Short Grain varieties, etc.)
11. Agree to an annual licensing fee ($100) and certificate issued to qualified seed handlers by CCRRF for each grain-market class (e.g. handler of Calrose (1) and Premium Medium Grains (2) would pay $100 for each of these two classes.) A grower that handles his/her own seed need only the pay the grower fee and will be issued a certificate as a handler.
12. Agree that seed sales (hundred-weights by variety and class) will be reported to CCRRF by August 1 annually. This information will be confidential. It will be used for planning of CCRRF’s foundation seed production and to determine and report the planting/production acreage of CCRRF varieties.
13. Agree that the Handler will be subject to audit on seed processing and sales.
14. Agree that failure to comply with CCRRF licensing requirements will make the handler ineligible to receive/market classes of certified seed of CCRRF rice varieties and be liable for potential damages of breaching this Agreement including any attorney fees incurred to enforce this Agreement.

Additional License terms

The above biological material is considered the proprietary property of the CCRRF and is subject to protection under the US Plant Variety Protection Act (Title 5-[class of certified seed]) and one or more US Utility Patents at least including numbers 9,693,520, 9,629,324, 9,338,992, 8,859,865, 8,426,708, 7,622,661, 7,612,269, 7,579,531, 6,911,589, 6,495,746, 6,492,582, 6,316,705, 6,281,415 and publications 2017/0135298, 2017/0188536. The CCRRF, as a patent owner, is supplying and materially transferring Foundation rice seed and selling a license to use the Foundation rice seed, but is not outright selling the rice seed itself. See, the Supreme Court case of Impression Products, Inc. v. Lexmark International, Inc., 137 S. Ct. 1523, 581 (2017). The license grant is merely to use the Foundation rice seed as set out herein but does not grant a Seed Grower the right to plant and then save seeds from the grown plants and use them as Foundation rice seeds. (Also, see the Supreme Court case of Bowman v. Monsanto Company, 133 S. Ct. 1761 (2013)) The license grant is to use the Foundation rice seeds but does not grant the right to make a copy of this Foundation rice seed. The license grant is to use the Foundation rice seed but does not grant a right to reconstruct, re-engineer, or genetically modify the Foundation rice seeds to the RECIPIENT. The biological material covered by this Agreement will not be sold or passed on to any third party bound to the terms of this agreement without prior written consent of the authorized representative of CCRRF. Production of rice seeds will be restricted to California. Seed produced can only be sold as a class of certified seed and production restricted to California, per PVP Title 5 and the terms of this Agreement, respectively. This biological material will not be used in crossing, anther or tissue culture, genetic insertion or manipulation, induced mutation, as material for hybrid, synthetic, multiline cultivar or genetics or breeding programs without written approval of the CCRRF. RECIPIENT agrees to any reasonable requests from the CCRRF to ensure compliance with the terms of this Agreement. No other license or right is granted by implication or otherwise, with respect to any proprietary rights of CCRRF as a result of the provision of this biological material. This license is a limited personal, non-exclusive, license limited in duration to the term of this Agreement.