



GENERAL AGREEMENT FOR THE SUPPLY OF SUGAR CANE VARIETIES FROM THE CIRAD QUARANTINE STATION IN MONTPELLIER

BETWEEN THE UNDERSIGNED:

On the one hand,

Centre de Coopération Internationale en Recherche Agronomique pour le Développement (French Agricultural Research Centre for International Development), hereinafter referred to as "CIRAD" having its registered office at 42 rue Scheffer, 75116 Paris Cedex, France, represented by Mr. Daniel Barthélémy in his capacity as Director of the Biological Systems department (BIOS),

And

On the other hand,

XXX

Hereinafter referred to as the "Recipient"

WHEREAS:

CIRAD has a sugarcane quarantine unit, called Visacane, located at its Montpellier centre, Campus International de Baillarguet, UMR BGPI, TA A-54 / K 34398 Montpellier Cedex 5, France. CIRAD ensures the scientific support, the management and the maintenance of these quarantine facilities. Visacane provides healthy cane varieties for the sugar industry and for breeding centres. It is part of a plant pathology joint research unit.

This installation enables Visacane to receive sugarcane varieties from breeding centres worldwide and supply Recipients with varieties of various statuses.

ARTICLE 1: SCOPE

This General Agreement aims to define conditions for the supply of sugarcane varieties (or other related botanical genera – for example *Miscanthus*, *Erianthus*) from the CIRAD quarantine unit. Each year, prior to each order, the Material Transfer Agreement (MTA) will specify the provisions relative to intellectual property, rights of access to, and use of the said materials (testing and/or commercial cultivation).



ARTICLE 2: DURATION OF THE AGREEMENT

This General Agreement is concluded for a period of five years starting on the date of signature by both parties.

ARTICLE 3: TYPES OF VARIETIES SUPPLIED

The varieties are supplied to the Recipient according to the options described below, which can be chosen separately or combined. Each option is subject to an annual payment specified under Article 5, as a contribution to the quarantine operations.

Option 1: Varieties free of rights

The supply of varieties created by breeding centres worldwide that are royalty-free for experimental use, but subject to the breeding centre's authorization for industrial use, at a rate of around ten varieties per year.

Option 2: Varieties created by CIRAD undergoing selection

The supply of FG or FR varieties, mid-way through the breeding scheme, at a rate of around thirty varieties per year. Option 2 will be available until 2017.

Option 3: Varieties created by WICSCBS

The supply of varieties created by the West Indies Central Sugar Cane Breeding Station WICSCBS (Barbados), at a rate of around thirty varieties per year.

Option 4: Elite varieties subject to royalties

The supply of varieties created by Breeders worldwide and subject to the payment of royalties, or to specific transfer agreements, at a rate of around fifteen varieties per year. In order to receive them, the Recipient must sign an agreement beforehand with the breeding centre(s) of those varieties, except if the Breeders have commissioned CIRAD to supply Recipients with their varieties.

Option No. 5: Varieties released by eRcane

The supply of elite varieties created by eRcane in Reunion, whose distribution is left to the exclusive initiative of eRcane. These varieties are subject to the payment of royalties or to specific transfer agreements. They can be supplied under variety exchanges between eRcane and its partners, or in addition to the R varieties under option 4, at eRcane's discretion.

In order to receive these varieties, an agreement must be signed with eRcane beforehand.



Option No. 6: Genetic Resources

The supply of plant material exclusively for research or breeding. This option is examined case by case.

ARTICLE 4: RECIPIENT'S CHOICE

Recipients choose the option(s) that suit them for the duration of the contract [tick the box(es)].

- | | |
|--------------------------|----------|
| <input type="checkbox"/> | Option 1 |
| <input type="checkbox"/> | Option 2 |
| <input type="checkbox"/> | Option 3 |
| <input type="checkbox"/> | Option 4 |
| <input type="checkbox"/> | Option 5 |
| <input type="checkbox"/> | Option 6 |

The Recipient expresses the intention to import one or more batches of varieties based on a list of varieties available under the different options, updated each year by Visacane. The list will be supplied on request by e-mail (or letter). It can also be consulted at <http://visacane.cirad.fr/en/>

ARTICLE 5: TECHNICAL AND FINANCIAL PROCEDURES

5.1 Technical procedures

The list of varieties chosen by the Recipient is drawn up each year after exchanges of correspondence between CIRAD and the Recipient.

The varieties involved will be supplied in the form of one-eye cuttings (6 cuttings per variety) at the end of two quarantine cycles, on a mutually agreed date, ideally between 1 January and 15 March of each year. In fact, this period ensures the highest germinating quality for the varieties supplied by Visacane.

Shipment will be by air to a mutually agreed airport.

5.2 Financial procedures

The financial arrangements depend on the option(s) chosen.

The rates given hereunder are tax-free. They cover the annual contribution of the Recipient to quarantine costs, and the shipping costs. **As of 1 July 2015**, they are as follows:

- **Option 1:** *Four thousand six hundred and twenty six euros (€4626).*
- **Option 2:** *Six thousand one hundred and seventy four euros (€6174).*
- **Option 3:** *Six thousand one hundred and seventy four euros (€6174).*



In addition, the Recipient will have to pay membership fees to WICSCBS. The annual amount of that subscription is US\$ 0.17 (seventeen US cents) per ton of sugar produced per year for the period 1 July 2015-30 June 2020, in accordance with WICSCBS rules (see copy of the "Terms of membership"). Payment of that subscription will enable the Recipient to take part in the West Indies Sugarcane Breeding and Evaluation Network (WISBEN) and to use those varieties for experimental and industrial purposes.

- **Option 4 and Option 5:** *The rates, exclusive of tax and including shipment costs, depend on the number of varieties requested. In the event of a joint order of varieties from Option 4 and Option 5, the sliding scale of charges is applied to the accumulation of varieties from the two options.*
 - *For an order of at least 15 varieties/year: the total amounts to five hundred and nine euros (€ 509) per variety.*
 - *For an order of 10 to 14 varieties/year: the total amounts to six hundred and fifty two euros (€ 652) per variety.*
 - *For orders from 5 to 9 varieties/year: the total amounts to seven hundred and seventy seven euros (€ 777) per variety.*
 - *For orders of fewer than 5 varieties/year, the cost of a variety is nine hundred and thirty two euros (€ 932).*

In addition, for FR varieties of option 4, CIRAD shall receive a one-time fee of one thousand euros (€ 1000) per variety.

- **Option 6:** *Examined case by case.*

The sums to be paid as a contribution to quarantine costs are indexed each year, on 1 July of each year beginning on 1 July 2015, to take into account the increase in fixed quarantine costs and the costs of technical upgrading. The updating formula is as follows:

$$\text{Rate in year } n + 1 = 1.05 \times \text{Rate in year } n.$$

The prices indicated in the above list are automatically updated on each 1 July and it is the latest value updated by the previous formula that forms the starting rate on the date this agreement is signed. For example, an agreement signed in May 2016 will start from the rate updated on 1 July 2015. An agreement signed in October 2016 will start from the rate updated on 1 July 2016.

These sums are due annually in compliance with the Recipient's choice expressed under Article 4, even if the Recipient does not place any order.

Recipients are free to have varieties shipped, at their own expense, by a transporter of their choice, though such a decision will not lead to a reduction in the above rates.

ARTICLE 6: CONDITIONS FOR SUPPLYING VARIETIES



The Recipient agrees to the provisions of the Material Transfer Agreements (MTA), which will be adapted for each annual order in accordance with the varieties involved. A specimen copy of an MTA is appended to this General Agreement.

In order to obtain the varieties of options 4, 5 and, where applicable, option 6, the Recipient must sign a contract with the Breeders. Visacane will only be able to ship those varieties to the Recipient once the written agreement of the Breeder(s) has been received.

An import permit issued by the plant health authorities of the Recipient's country is essential for transferring the varieties. **Visacane must receive the permit each year by 1 March at the latest.**

ARTICLE 7: PAYMENT PROCEDURES

Payment is to be made **each year** as follows:

- 100% of quarantine costs on receipt of the varieties based on the CIRAD invoice accompanying the shipment, including where applicable access fees for FR varieties of option 4.
- Should no order be placed, payment will be due on receipt of the CIRAD invoice corresponding to the chosen option.
- Where applicable, 100% of the royalty received by CIRAD on behalf of other Plant Breeders, on receipt of the corresponding invoice.

The sums due are to be paid by bank transfer, in the name of CIRAD-BIOS, to the following account:

B.N.P. PARIBAS Etoile-Entreprises
BIC: BNPAFRPPKL
Bank Code: 30004
Sort Code: 00892
Account number: 00010443518
Check digits: 21
IBAN: FR76 3000 4008 9200 0104 4351 821

ARTICLE 8: TERMINATION AND LITIGATION

This General Agreement may be terminated each year on 1 July by each of the parties, subject to six (6) months' advance notice.

Such termination shall not entail the payment of any compensation if it is justified by the requesting party for a serious reason.

Any termination of the General Agreement shall not affect the existence or execution of the specific agreements already in force.

Any dispute regarding the interpretation and application of this General Agreement that cannot be amicably settled shall be submitted to the exclusive jurisdiction of the Paris Commercial Court, to which the parties attribute jurisdiction acting under French law.



Signed in Montpellier, on

For XX

Title

Name
Stamp

For CIRAD

and by order,
the Director,
Biological Systems Department

Name
Stamp