

**NON-EXCLUSIVE LICENSE AGREEMENT
FOR PRODUCTION OF SEED OF TAMO 397 OATS**

The purchaser listed below has bought _____ 50 pound units of **Foundation class seed** from the Texas Foundation Seed Service, a unit of the Texas Agricultural Experiment Station, or has purchased _____ 50 pound units, or _____ pounds of bulk **Registered class seed** of TAMO 397 from _____ (seller).

(Name of Purchaser) (Company) Telephone: _____

(Address) (City) (State) (Zip)

With the purchase of Foundation seed of TAMO 397, the purchaser ("Company") agrees to the following conditions:

1. Company agrees that such Foundation seed will be planted only for the purpose of seed production. All production for future sale shall be conducted under the certification requirements of the Texas Department of Agriculture or the equivalent Agency in the State of production.
2. Royalty and Report. Company will pay to TAES a royalty of \$.01 per pound of all TAMO 397 seed produced from the Foundation seed, and/or subsequent Registered seed, and sold as planting seed. Company shall provide an annual report of sales of Registered and Certified seed of TAMO 397 and pay the royalties due to TAES c/o **Texas Foundation Seed Service, 11914 Hwy 70, Vernon, Texas 76384**, no later than December 31 of the year of sale.
3. Registered Class Seed. Company understands that the Registered seed class is intended for seed increase purposes only. Sale of Registered seed of TAMO 397 by Company to another seedsman for production of Certified seed shall require that Company inform the seedsman of the terms of this Agreement, and provide a copy of the seedsman's acknowledgment of this Agreement to TAES with the sales report prescribed above. Additional blank copies of the Agreement are available on the TFSS website and may be obtained at <http://tfss.tamu.edu> or by calling TFSS at 940-552-6226.
4. Plant Variety Protection. Company understands that TAMO 397 is a protected variety under a Plant Variety Protection Certificate with Title V protection. Company acknowledges that federal and state seed laws require that seed of TAMO 397 be sold by variety name only as a class of certified seed, and represents that seed of TAMO 397 will not be sold as "Variety Not Stated" or "Select".
5. Inspection of Books. At its own expense, TAES may annually inspect Company's books and records as needed to determine royalties payable. Company shall maintain such books and records for at least three (3) years following the dates of the underlying transactions. Any such inspections shall be in confidence and conducted during ordinary business hours.
6. Failure to Comply. Failure to comply with the terms of this Agreement may cause the purchaser to lose all rights to purchase Foundation seed, or lose rights to certification, of TAMO 397 and other varieties released by TAES.

Acknowledgment:

By signature below, I acknowledge that I understand and agree to abide by the terms prescribed hereinabove for the production and sale of **TAMO 397** oat, and I authorize the state certification agency to provide TAES with complete access to all certification records regarding my production and certification of the oat variety **TAMO 397**.

By: _____ Date: _____