



Open Source Seed Initiative Variety Designation Agreement

This is an agreement between the Open Source Seed Initiative (OSSI) and plant breeder

_____ (plant breeder's name)

Address: _____

E-mail address: _____ Phone number: _____

I, _____ (plant breeder's name), as the breeder or co-breeder or agent of the varieties, populations, or plant materials listed below, hereby apply to designate them as "Open Source Seed Initiative Pledged" (OSSI-Pledged). I affirm that I am the breeder or co-breeder of the varieties, populations, or plant materials listed, that I have permission from any and all co-breeders to designate them as OSSI-Pledged, that the information I have provided about them to the OSSI Board of Directors is accurate to the best of my knowledge, and that there are to the best of my knowledge no unexpired plant patents, Plant Variety Protection Certificates, contracts, licenses, or other intellectual property associated with these varieties, populations, or plant materials that would preclude my designating them as OSSI-Pledged. In addition, I understand that OSSI-Pledging is permanent, and that once a variety, population, or plant material is OSSI-Pledged, that status may not be changed or withdrawn.

The OSSI-Pledged designation will be conferred following approval of the varieties, populations, or plant materials by the Variety Review Committee of the OSSI Board of Directors.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(add additional pages as necessary)

As an OSSI Variety, Population, or Plant Material Contributor, the breeder agrees to:

1. Distribute, transfer, or sell seed or germplasm of the designated varieties, populations, or plant materials named above exclusively under the terms of the OSSI Pledge: "You have the freedom to use these OSSI-Pledged seeds in any way you choose. In return, you pledge not to restrict others' use of these seeds or their derivatives by patents or other means, and to include this Pledge with any transfer of these seeds or their derivatives."
2. Include a written notice (e.g., by letter, e-mail, flyer) of the OSSI Pledge with any distribution, transfer, or sale of any seed or germplasm of the varieties, populations, or plant materials named above.
3. Except that, if the Contributor has existing distribution, transfer, or sales arrangements for any varieties, populations, or plant materials named above that predate this agreement, those arrangements may continue without obligation to OSSI, at the Contributor's discretion.

The Open Source Seed Initiative agrees to:

1. Allow the Contributor to use its trademarks and logos in association with the varieties, populations, or plant materials named above.
2. Include the Contributor on the OSSI website with a short biography and a link to the Contributor's web site.
3. Include the Contributor's OSSI-Pledged varieties, populations, or plant materials on the OSSI website.

Breeder signature _____ Date _____

Breeder printed name _____

OSSI signature _____ Date _____

OSSI printed name and position _____

If a breeder is employed by a university or other institution or by any seed company or other organization that can claim to own the breeder's work, a signature affirming permission to OSSI-Pledge the variety from the owner, manager, or Intellectual Property department representing the employing entity must also be obtained.

Institutional authorizing signature: _____

Authorizing name and position: _____

Please print out two copies of this agreement. Complete, sign and date both of them and send them to Open Source Seed Initiative, P.O. Box 5664, Madison, WI 53705. OSSI will countersign the documents and return one to you.