



Open Source Seed Initiative Seed Company and Nursery Partnership Agreement

This is an agreement between the Open Source Seed Initiative (OSSI) and _____ (company/nursery name) which is offering for sale or distribution seed or plants of one or more Open Source Seed Initiative Pledged (OSSI-Pledged) varieties or populations or plant materials.

Seed company/nursery contact information

Authorized representative: _____ Position: _____
Company/nursery Address: _____
E-mail address: _____ Phone number: _____

Note: In order to qualify as an OSSI Seed Company or Nursery Partner you must currently be offering for sale at least one OSSI-Pledged variety. Please list below the OSSI-Pledged varieties that you now offer:

As an OSSI Partner, the seed company/nursery agrees to:

1. Include the OSSI Pledge in its print and on-line catalogs.
2. Include an explanation of the OSSI purpose and mission in its print and on-line catalogs.
3. Label OSSI-Pledged varieties or populations or plant materials in its print and on-line catalogs with the name "Open Source Seed Initiative" and/or "OSSI" and/or "OSSI-Pledged" and/or the OSSI logo. Placement of the Pledge and labeling of OSSI-Pledged varieties or populations in print and on-line catalogs is regarded as fulfillment of the Pledge for retail sales. For retail sales, Partner is invited, but not obligated, to include the Pledge on seed or plant packaging or as a printed flyer. Partner is not responsible for monitoring subsequent compliance with the Pledge.
4. Include the Pledge with any sale or distribution of seed or germplasm of OSSI-Pledged varieties or populations or plant materials that is to be used for further reproduction as breeding material or multiplication for commercial sale. Inclusion of the Pledge may be accomplished by written notice (letter, flyer, e-mail) or by package labeling. If Partner has existing sales arrangements for varieties or populations or plant materials that are subsequently designated as OSSI-Pledged by the

breeder, the Partner may continue any existing sales arrangements for those varieties or populations without obligation to OSSI. Partner is not responsible for monitoring subsequent compliance with the Pledge.

5. In variety descriptions in its print and on-line catalogs, acknowledge by name the breeder(s) of all OSSI-Pledged varieties listed (e.g., “Bred by “name of breeder(s)””).

The Open Source Seed Initiative agrees to:

1. Allow the Partner seed company/nursery to use its trademarks and logos in association with the relevant information about OSSI and OSSI-Pledged varieties or populations or plant materials.
2. Include the Partner seed company/nursery on the OSSI website with its logo, a list of the OSSI-Pledged varieties or populations or germplasm offered, and a link to the seed company’s/nursery’s website.
3. Include Partner seed company/nursery as a source for each of the OSSI-Pledged varieties or populations or plant materials it carries on the OSSI website.

At any time, this agreement may be canceled by 30-day written notice submitted by either party to the other.

OSSI signature: _____ Date _____

Printed name and position _____

Partner’s authorized representative _____ Date _____

Printed name of representative 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.