

## **Minimum Terms for agreement on On-Farm Replacement Production with Landrace and Yorkshire breeding material**

### **1.0 Background**

- 1.1 Pursuant to the Agreement on Sale with SEGES P/S, Danish Pig Research Centre (= VSP), the Distributor may enter into agreement on On-Farm Replacement Production with his customer, who owns and runs a Commercial herd, i.e. the customer solely makes use of delivered DanAvl breeding material for the production of female animals in his Holding.
- 1.2 The Distributor's customer must sign a Buyer's Declaration and Acceptance of Terms of Sale for the delivery of purebred DanAvl breeding stock as well as a corresponding Buyer's Declaration on the delivery of DanAvl Landrace and/or Yorkshire semen no later than at the same time that the agreement on On-Farm Replacement Production is signed.
- 1.3 Distributor's agreement on On-Farm Replacement Production with his customer must include the **minimums terms** stated below.
- 1.4 Words and terms stated below shall be understood as defined in Agreement on Sale, cf. Clause 5.0.

### **2.0 The Herd(s) and number of sows**

- 2.1 The agreement shall operate on the herd(-s) stated in the Buyer's Declarations and Acceptance of Terms of Sale signed by the Distributor's customer, and which hereinafter are referred to as the Herds or separately as the Herd.
- 2.2 On a monthly basis the Distributor shall report the total number of commercial sows in each Herd to VSP.

### **3.0 Delivery of DanAvl breeding material**

- 3.1 Pursuant to the agreement on On-Farm Replacement Production the Distributor's customer has the right to order and receive delivery of:
  - a) semen of DanAvl Landrace and DanAvl Yorkshire boars from a DanAvl AI station that has entered into an Agreement on DanAvl AI station with VSP.

- b) semen of DanAvl Landrace and DanAvl Yorkshire boars from an AI station outside of Denmark that has entered into Agreement on AI cooperation with an authorised DanAvl distributor.

The Distributor's customer orders semen of DanAvl boars which he requires for matings in his Herds, cf. Clause 2.0, and receives delivery of this semen pursuant to the terms and conditions agreed upon between him and the Distributor.

3.2 Pursuant to the agreement on On-Farm Replacement Production, the Distributor's customer has the right to buy:

- a) Purebred DanAvl Landrace and DanAvl Yorkshire breeding stock from DanAvl herds.
- b) Hybrid females (F1) and F2-females originating from DanAvl Landrace and DanAvl Yorkshire herds.

The Distributor's customer is entitled to purchase DanAvl breeding stock from any supplier of DanAvl breeding stock, however, in the way and under the terms and conditions he agrees upon with the Distributor.

#### **4.0 Termination and expiry**

4.1 The Distributor's agreement on On-Farm Replacement Production with the customer expires automatically and simultaneously with the expiry of the Distributor's Agreement on Sale with VSP.

4.2 However, VSP has the right to terminate the agreement on On-Farm Replacement Production in relation to the Distributor's customer with a 30 days prior notice, or without any notice in the instance of:

- a) Non-payment of fees and user payments due
- b) The Distributor's customer does not meet the requirements laid down in the agreement on On-Farm Replacement Production in general.

In the instance that VSP terminates the agreement on On-Farm Replacement Production in relation to the Distributor's customer, the Distributor is under the obligation to terminate the agreement on On-Farm Replacement Production or any other separate agreement entered into with his customer.

4.3 The Distributor must ensure that the agreement on On-Farm Replacement Production entered into between the Distributor and his customer cannot be terminated at any earlier point in time than the most recent stated points in time of a), b) and c) (however, cf. 4.4):

- a) 18 months after the agreement has come into effect.
- b) 12 months after the last delivery of purebred DanAvl Landrace and DanAvl Yorkshire breeding stock to the Herd, if the Breeding stock was exempt from any fees payable.

- c) 3 months after the last delivery of Hybrid females (F1) and F2-females originating from DanAvl Landrace and DanAvl Yorkshire herds to the Herd, if the Breeding stock was exempt from any fees payable.
  
- 4.4 The deadlines for termination stated in Clause 4.3 are solely dispensable in the instance that the Distributor's customer enters into a new corresponding agreement with another DanAvl Distributor given that the deadlines for termination of the terminated agreement are incorporated into the new agreement.
  
- 4.5 Upon termination of the agreement the Distributor's customer shall be entitled, at the earliest 2 years after the date of termination, to enter into a new corresponding agreement on On-Farm Replacement Production, unless the Distributor's customer enters into a new corresponding agreement on On-Farm Replacement Production with another DanAvl Distributor within 30 days after termination of the agreement with his Distributor.

## **5.0 Set of rules**

- 5.1 The agreement between the Distributor and his customer includes the following appendix (= set of rules) Definitions, cf. Clause 1.4, that with the amendments and additions made to these at a later point in time, form integral parts of the agreement between the Distributor and his customer.
  
- 5.2 The set of rules, cf. Clause 5.1, can be amended with 6 months' prior notice or by notice as set out in the set of rules in question.
  
- 5.3 Any amendments made to the set of rules are to be communicated to the Distributor in writing.
  
- 5.4 The current set of rules can be seen at [www.vsp.lf.dk](http://www.vsp.lf.dk).