



## Benefits of the Research Fee

- **Direction & funding of future research**
  - Industry will have a representative on the Wheat and Barley Variety Protection Committee, which has an advisory role on those varieties with a Research Fee and the distribution allocation of the funds generated by the Research Fee.
- **Support for farm communities**
  - Use of certified seed will benefit farm communities through an improvement in crop productivity and seed commerce.



College of Agriculture /  
Montana Agricultural Experiment Station

## ▪ Variety Protection and a Research Fee has the endorsement of:

- MAES State Advisory Committee
- Montana Wheat and Barley Committee
- Montana Grain Growers Association
- Montana Seed Growers Association
- Montana Seed Trade Association

## *As a Seed Partner or Customer of a MSU Protected Variety*

- Expand the funding for MSU variety development to improve adapted germplasm, herbicide tolerance, cereal quality and pest resistance.
- Play an active role in the licensing of MSU public varieties for plant variety protection.
- Provide the funding to enhance the value of Montana grain in a global economy.
- Sustain the sales of Registered and Certified seed by the industry through PVP title V and maintain affordable Foundation Seed.
- Maintain the value of quality seed and the identity of the variety as an essential ingredient for crop improvement in Montana.

## *The Seed Partner will go through 4 steps:*

- **Request** - shall submit an Application for Foundation Seed. MFSP will allocate a quantity of foundation seed to those applicants who are in “good standing” with the MSGA. The applicant will receive a Research Fee Agreement and an Invoice for Payment.
- **Agreement** – shall sign the Research Fee Agreement to become a Seed Partner. The Purchaser of registered seed from a Seed Partner will also be required to sign the Research Fee Agreement with MAES to sell certified seed.
- **Compliance** – Shall have purchaser of certified seed sign a PVP Acknowledgement. Seed Partner shall keep accurate records of the sales. MAES will review the certified sales and work closely with industry and regulatory authorities to insure compliance.
- **Payment** – shall pay to MAES a Research Fee equal to \$0.30 per bushel wheat and \$0.50 bu barley on all sales of Registered and Certified seed sold. Seed Partners will be required to document all sales of a MSU protected variety and make payment to MAES on an annual basis.

**PVP ACKNOWLEDGEMENT by purchaser of certified seed**

- The College of Agriculture / Montana Agricultural Experiment Station has made substantial investment in developing the *public* variety you are now purchasing. A *Research Fee*, added to the purchase price, is paid to College of Agriculture, Montana State University. These Research Fees are your research investment in future varieties.
- The variety you are now purchasing is a *public* variety on which Montana State University holds a Plant Variety Protection Certificate (PVP title V). You may use this seed to produce grain or hay and to produce seed for use on your own holdings only. Unauthorized seed *sales or trade* are prohibited.
- Since the Research Fee is a funding source for variety protection and research by the COA / MAES, it is imperative that Montana State University vigorously defends its marketing rights on this and subsequent varieties. Infringement of these rights may result in legal action.

**EXAMPLE OF A COMPLIANCE BY THE PURCHASER THAT THE PVP VARIETY IS FOR USE ON HIS/HER OWN HOLDINGS, ONLY.**

**PVP ACKNOWLEDGEMENT by purchaser of certified seed**

- I have read and understand the above:
- Purchaser (Print):
- Farm / Company:
- Purchaser (Signature):
- Seller (Signature):
- Date:
- Variety:
- Seed Quantity:

**EXAMPLE OF A 'PRODUCER'S DECLARATION' SIGNED PRIOR TO HAVING A PVP VARIETY PROCESSED BY A REGISTERED SEED CONDITIONER. THE REGISTERED SEED CONDITIONER MUST KEEP RECORDS UP TO 3 YEARS.**

**Seed Variety Declaration and Indemnification  
Seed Conditioner Waiver**

Conditioner	
Producer	
Variety	
Quantity	
Year Grown	

***Producer's Declaration***

- I hereby declare that the seed described on this form was produced by my farm operation and that this seed will be used solely for planting purposes for commercial grain, forage production, or seed production for use on my own land or land directly under my control.
- I understand that sale/trade of this seed to another person for planting purposes is prohibited.
- I agree to accept my responsibilities as applicable to the provisions of the U.S. Plant Variety Protection Act as amended (PVP-94) and the conditions of sale under which I originally purchased the variety listed above.
- Producer (Signature): \_\_\_\_\_
- Date: \_\_\_\_\_
- This form shall be kept on file by the seed conditioner for up to three years.