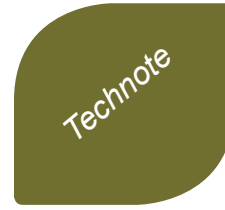




Australian Seed Federation
SOWING SEEDS



Variety Not Stated (VNS) Seed

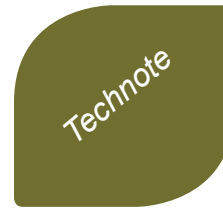
Your obligations under the *Plant Breeder's Rights Act 1994*

***As a buyer of VNS seed, you have obligations under the PBR Act
Not knowing these obligations could cost you the farm!***

- The term VNS indicates that the product is a variety and therefore there is an obligation on the buyer to satisfy themselves that they are not breaching a breeder's right.
- Infringing PBR can mean big trouble. The PBR grantee may initiate legal action seeking damages or an account of profits. The PBR Act provides for penalties for infringement of the breeder's right of up to \$85,000 for individuals and \$425,000 for companies.
- Ask for a written statement from the supplier that the line of VNS is not protected by PBR, or if it is a protected variety, the buyer has a licence to re-sell.
- If it is protected by PBR, producers cannot sell/trade/barter/gift seed. For example, even the act of conditioning (processing or coating) is a breach of the act, if not authorised by the variety owner.
- When in doubt, contact grantees for additional information.

***“Remember that ignorance of the law is not
a defence against legal action”***





Variety Not Stated (VNS) Seed

Your obligations under the *Plant Breeder's Rights Act 1994*

What is VNS

The term VNS (Variety Not Stated) was adopted in order to create a secondary market for excess production. The practice originated in the US turf market in the early 1970's but is now an intermittent feature of the Australian forage market.

What is PBR?

The plant breeder's rights (PBR) scheme protects breeders for a period of time and gives them a commercial monopoly, while encouraging plant breeding and innovation.

As a purchaser of PBR protected seed, there are no restrictions on the use of that particular batch of seed. Generally, the use of plant material produced by that seed is also free provided that it is not sold or conditioned as propagating material or contains propagating material exported to countries where PBR protection is not available. This means producers cannot sell/trade/barter/gift seed between themselves. If in doubt, you should approach the PBR grantee and determine whether their authorisation is required.

VNS and PBR

There are significant legal risks associated with trading or processing VNS seed. While there is an exemption from prosecution for unknowingly trading in a protected variety, industry participants would find it difficult to mount a defence on these grounds given their obvious knowledge of PBR.

The term VNS itself indicates that the product is a variety and therefore there is an obligation on the buyer to satisfy themselves that they are not breaching a breeder's right. For example, even the act of conditioning (processing or coating) is a breach of the act, if not authorised by the variety owner.

How can I be sure I am not infringing by propagating a PBR plant?

Check with the person from whom you received the propagating material. Also check whether the variety is protected by PBR by looking through the Plant Varieties Journal (PVJ) or searching on the PBR database. When in doubt, contact grantees for additional information.

Should I be concerned about infringing PBR?

Yes. The PBR grantee may initiate legal action against you seeking damages or an account of profits. The PBR Act provides for penalties for infringement of the breeder's right of up to \$85,000 for individuals and \$425,000 for companies.

There are penalties for other unlawful acts in relation to the legislation. If in doubt, you should approach the PBR grantee and determine whether their authorisation is required. Please be aware that ignorance of the law is not a defence against legal action.