

Open Pepper Breeding – Seed Use & Stewardship Agreement (Version 1.0)

Effective Date: January 01, 2026

Provider: Open Pepper Breeding (“OPB”), Durham, North Carolina, USA

Contact: legal@pepperbreeding.com

Preamble

Whereas, Open Pepper Breeding (“OPB”) distributes pepper germplasm to support non-commercial growing, research, and community sharing; and Whereas, OPB provides seed under conditions requiring attribution, pass-through of these terms on redistribution, and a license (with a 3% royalty on gross receipts) for any commercial use; Now, therefore, the parties agree as follows:

1. Definitions

“**Material**” means any seeds or plant material provided by OPB that are distributed under this Agreement, including breeding lines, research material, or limited-release germplasm, but excluding any publicly available, unrestricted, or commercially released varieties that OPB designates as part of an open release and not subject to this Agreement.

OPB shall identify MTA-covered material through its product labeling or description, and any material not so identified shall be considered part of an open release and exempt from this Agreement.

“**Derived Products**” means any tangible product developed from the Material, including harvested fruit, powders, sauces, or preserved goods, but excluding seeds or propagating material intended for replanting or distribution as seed.

“**Commercial Use**” means the sale, barter, trade, licensing, or distribution of seeds, plants, or derived products for monetary or other valuable consideration.

“**Gross Revenue**” means the total receipts from such sales before deductions, measured on a calendar-year basis (harvest season).

2. License Grant & Non-Commercial Use

Recipients are granted a non-exclusive, perpetual, royalty-free license to grow, study, breed, and share the Material for non-commercial purposes. This license encourages open collaboration, research, and community exchange. It does not convey ownership of trademarks or confer rights for commercial sale or marketing.

3. Commercial Use & Royalty Obligation

Commercial use requires prior written permission from OPB. Approved users agree to remit a three percent (3%) royalty on gross receipts, payable annually by January 31 for the preceding calendar year, unless otherwise licensed in writing.

4. Pass-Through Requirement

Recipient shall only redistribute Material under this Agreement and must include a copy of, or direct link to, these terms with any redistribution. All downstream users are bound by this Agreement.

5. Improvements and Derivatives

Recipients who develop new plant varieties, breeding lines, or other derivatives that incorporate OPB Material shall make such Improvements available under terms no more restrictive than this Agreement. This clause does not obligate recipients to share proprietary data, recipes, or brand assets, only to maintain open access to genetic derivatives.

6. Labeling Integrity

Redistributed or repackaged seed must retain or reproduce the OPB variety name and reference to this Agreement (e.g., "Subject to the OPB Seed Use & Stewardship Agreement – pepperbreeding.com/mta"). Mislabeling, renaming, or omission of this notice constitutes material breach.

7. Attribution

Attribution must appear on product labels, listings, or release notes, using the form:

"Derived from Open Pepper Breeding — pepperbreeding.com"

8. No-Trademark License

Nothing in this Agreement grants Recipient any right or license to use OPB's names, logos, or trademarks, except for factual attribution.

9. Compliance with Law

Recipient shall comply with all applicable seed, labeling, phytosanitary, import/export, and agricultural regulations in connection with possession or distribution of the Material.

10. No Warranty & Limitation of Liability

Seeds are provided "as-is," without warranty of performance, merchantability, or fitness for a particular purpose. Recipients assume all risk associated with use, propagation, and results.

To the maximum extent permitted by law, OPB's total liability arising from this Agreement or the use of the Material shall not exceed the purchase price of the seeds. OPB shall not be liable for any incidental, indirect, or consequential damages.

11. Governing Law

This Agreement is governed by the laws of North Carolina.

12. Acceptance of Terms

By purchasing, opening, planting, or using the seed, Recipient accepts this Agreement posted at pepperbreeding.com/mta.