

UK NATIVE SEED HUB
LICENCE FOR USE OF UK NATIVE PLANT MATERIAL FOR RESTORATION AND CONSERVATION
PURPOSES

The Royal Botanic Gardens, Kew (“Kew”) is a non-profit, non-departmental public body with exempt charitable status whose mission is ‘To inspire and deliver science-based plant conservation worldwide, enhancing the quality of life’.

Through the UK Native Seed Hub, Kew supplies seed and/or vegetative plant material (“Material”) from its collections of source-identified, named, germination-tested and viability-confirmed UK native species for restoration and conservation use within the UK. Kew acknowledges support from partner organizations, volunteers and funders in establishing these collections.

Material is supplied under the terms of this licence agreement.

Use of the Material is restricted to:

- organisations and projects able to make an effective and genuine contribution to the conservation or restoration of biodiversity in the UK; and
- appropriate sites, where there is a high probability that the Material will be able to form sustainable reintroduced populations whilst posing minimal risks to local habitats, species or ecotypes.

Charges for the supply of Material support recollection costs and the sustainability of the UK Native Seed Hub.

The licence terms are as follows:

1. This Licence remains in force for a period of five years.
2. The recipient may only use the Material and its progeny for the purposes authorised by Kew. The authorised purpose will be as set out in the agreed use & project description (the “Project”) submitted by the recipient to Kew, or as otherwise agreed with Kew. If the recipient wishes to use the Material for any other purpose or for any other activity outside the scope of this licence, he must first seek Kew’s consent.
3. The recipient shall not intentionally distribute or transfer the Material or permit its use outside of the agreed Project location.

4. The recipient shall not sell, distribute or use for profit or any other commercial application the Material or any of its progeny or derivatives.
5. The recipient shall agree with Kew a dispatch date a maximum of four weeks in advance of the date when the recipient intends to make first use of the Material. To maintain the highest possible standards of seed viability, Material will be stored by Kew until the dispatch date.
6. While this licence remains in force, the recipient shall, at their own cost, return to Kew all unused Material within 18 months of receipt. Following the expiry of this licence, the recipient shall return all unused Material to Kew within one month.
7. The recipient agrees to use the Material in compliance with all applicable statutes and regulations.
8. The recipient shall acknowledge Kew's UK Native Seed Hub as the source of the Material, its progeny and/or derivatives in all reports and publications resulting from the recipient's use of the same.
9. The Material meets Kew's high standards for viability and quality, however Kew does not guarantee the performance of any Material and shall have no liability where Material fails to germinate and/or produce plants.
10. Kew accepts no liability regarding use of the Material or its progeny either by the recipient or any other individual or organisation. Kew's liability in respect of claims shall not in any circumstances exceed the total payments made by the recipient to Kew for provision of the Material.
11. The recipient will indemnify Kew from any and all liability arising out of the use of the Material or its progeny or derivatives, including any ecological damage.
12. Charges for supply of the Material must be paid before dispatch and within 30 days of date of invoice. Charges will be subject to VAT, which will be shown on the invoice.
13. This Agreement is governed by and shall be construed in accordance with English law.