

# EXPLANATORY NOTE ON REGISTRATION OF LICENCES IN THE REGISTER OF CPVRS

**05 January 2021**

## **1 Introduction**

This Explanatory note deals with the procedures for registering licence agreements in the Register of CPVRS.

Both registered Community plant variety rights (CPVRS) and CPVR applications may be the subject of licensing agreements (licences). Unless otherwise provided, the practice applicable to CPVRS is also applicable to CPVR applications.

### **1.1 Definition of licence agreements**

A licence is an agreement by virtue of which the proprietor of a CPVR (the licensor), whilst retaining ownership, authorises a third person (the licensee) to use the CPVR in the course of trade, under the specific terms and conditions set out in the contract.

### **1.2 Registration of a licence agreement**

The entry of a licence agreement in the CPVR Register is not compulsory.

The request for registration of a licence agreement shall be made in writing using the [form](#) provided by the Office.

The registration form shall be sent only by electronic means via **MyPVR** ("send documents") or to the following e-mail: [registry@cpvo.europa.eu](mailto:registry@cpvo.europa.eu)

When an application for the registration of a licence is made by the CPVR holder alone, it must be signed by the CPVR holder. In the case of co-ownership, all co-owners must sign or appoint a common representative who will sign on behalf of the co-owners.

No proof of the licence is necessary.

The Office will inform the person who requested the registration of the licence agreement when the licence is registered in the CPVR Register.

The Office will not take into account whether or not the parties, although having agreed to a licence contract, have agreed to register it at the Office. Any dispute regarding the licence is a matter that must be solved among the parties concerned under the relevant national law.

### 1.3 Content of the request for registration of a licence

CPVRs may form in full or in part the subject of a licence agreement. Moreover, licences may be exclusive or non-exclusive.

Whether a licence is exclusive or non-exclusive depends on the terms and conditions agreed upon by the parties.

An **exclusive licence** means that no person or company other than the named licensee can exploit the CPVR.

A **non-exclusive licence** grants to the licensee the right of exploitation of the CPVR, but means that the licensor remains free to exploit it and to allow any number of other licensees to also exploit it.

A licence can be territorially limited. The fact that an exclusive licence is granted only for part of the territory of the European Union, does not mean that the licence is non-exclusive. It means that a CPVR holder has granted exclusive rights of exploitation of a CPVR to only one person or company in only part of the territory of the European Union, i.e. either one or several Member States.

If several licensees have been granted contractual exploitation rights over the same CPVR in the same territory (either the European Union as a whole or part of it, i.e. one or several Member States), the licence is non-exclusive.

The contractual licence agreement will be registered and published as EXCLUSIVE, unless the box "non-exclusive" is ticked in the application form made available by the Office.

### 1.4 Fees

A register fee of € 100,00 payable by the person making the request, is due for the processing of a request for entering of a licence agreement into the Register of CPVRs.

The register fee shall be due and payable on the date of receipt by the Office of the request to which it relates. Where the payment is not received in good time, the Office will send a reminder with a time limit for payment of one month of the date of service. If the Office does not receive the payment of the register fee, the application for the registration of a licence is considered not to have been made and the entry in the Registry not executed. In such a case a new request for registration of a licence agreement shall be submitted.

Where a request for the entry of a licence agreement concerns more than one CPVR application or registered right, applied for or held by the same person, only one fee shall be charged.



## 1.5 Means of payment

The register fee must be paid in euros. The payment of the register fee shall be made by means of bank transfer to the following bank account of the Office:

CREDIT AGRICOLE DE L'ANJOU ET DU MAINE		
Code banque 17906	Code guichet 00032	Numéro de compte 15866548000
Clé RIB 44	IBAN International Bank Account Number FR76 1790 6000 3215 8665 4800 044	BIC Bank Identification Code / SWIFT AGRIFRPP879

When the information supplied is insufficient to enable the payment to be allocated properly, the Office will require the person having made the payment to provide the missing information in writing within one month, failing which the payment will be considered not to have been made and the sum will be refunded to the person having made it.

The following data must be included in the transfer form with the payment:

- Number of the CPVR (e.g. titles or applications in relation to which a licence agreement shall be registered);
- payer's name and address or Office ID number;
- nature of the fee as register fee for the registration of a licence agreement.

## 1.6 Publication

The entry of a licence in the Register of CPVRs is published in the Official Gazette every two months under Chapter VIII.1 The Official Gazette is available [HERE](#).

