

Commercialisation of Pear Varieties

Russell Soderlund
Apple & Pear Australia Limited (APAL)

Project Number: AP09026

AP09026

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AP09026: “Commercialisation of Pear Varieties”

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Research Provider: Apple and Pear Australia Limited

Date: July 2014



Apple & Pear Australia



Horticulture Australia

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AP09026: Commercialisation of Pear Varieties

Horticulture Australia Project Number: AP09026

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Purpose

This report is the Final Report of the project known as AP09026 "Commercialisation of pear varieties"

Funding

This project has been funded through HAL using voluntary contributions with matched funding from the Australian government.

Date

31 July 2014

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1. Media Summary

The main varieties produced by Australian pear industry were introduced around 100 years ago. Varieties such as Williams Bon Cretin and Packham's Triumph have served the industry well, but in recent years there has been little innovation or market development associated with them. Consequently, fruit of these varieties has, in general, become a low priced commodity.

Some years ago, recognising the need for new products for the Australian pear industry, the (now) Victorian Department of Environment and Primary Industries came together with the Australian apple and pear industry to develop new pear varieties. A breeding program was established at DEPI's site at Tatura with funding from the apple and pear levy, the Commonwealth of Australia (through Horticulture Australia Limited) and the Victorian government (through DEPI).

This project reports work that has been done to develop exciting, new, high-quality, branded, differentiated, pear products from the new varieties released from the DEPI breeding program.

The work centres on two varieties – an early season variety (ANP-0118) eaten fresh from the tree (considered as a replacement for Williams) and a mid-season variety (ANP-0131) that is targeted as a replacement for Packham.

This report describes the agronomic evaluation of the varieties in six large scale test plots across Australia, the selection of possible nurseries to propagate trees, the evaluation of the varieties by consumers in formal market research trials, the development of brands for the two varieties ('LANYA' for ANP-0118 and 'DELIZA' for ANP-0131), the protection of intellectual property in the form of PBR and plant patents and in the registration of trademarks related to the brands developed. Finally the commercialisation strategies for the products, after the project has been completed, are detailed.



Fruit of ANP-0118 to be sold as 'LANYA'



Fruit of ANP-0131 to be sold as 'DELIZA'

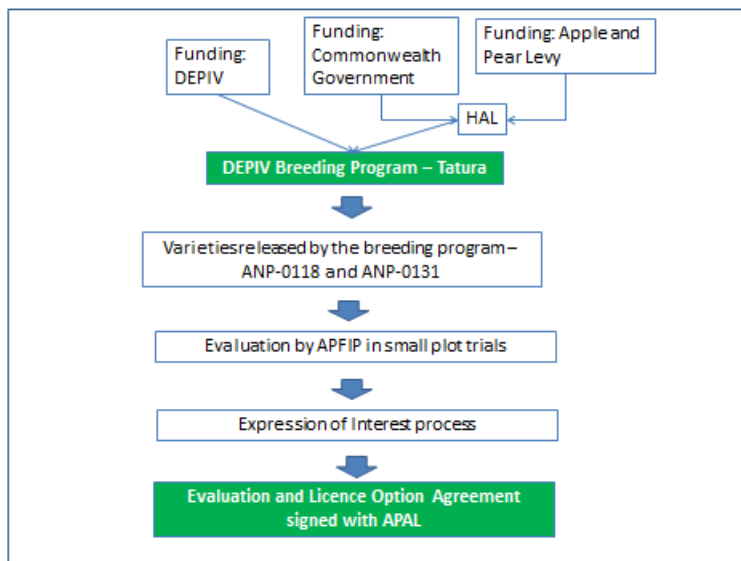
2. Technical Summary

The diagrams below provide a pictorial summary of the processes undertaken in this project.

Prior to AP09026

The two pear varieties that are the subject of this project (ANP-0118 and ANP-0131) were developed in the DEPIV pear breeding program at Tatura. Funding for the program was from DEPIV, the apple and pear levy and the Commonwealth government through HAL.

Varieties developed in the breeding program were evaluated in the network of APFIP evaluation sites across Australia.

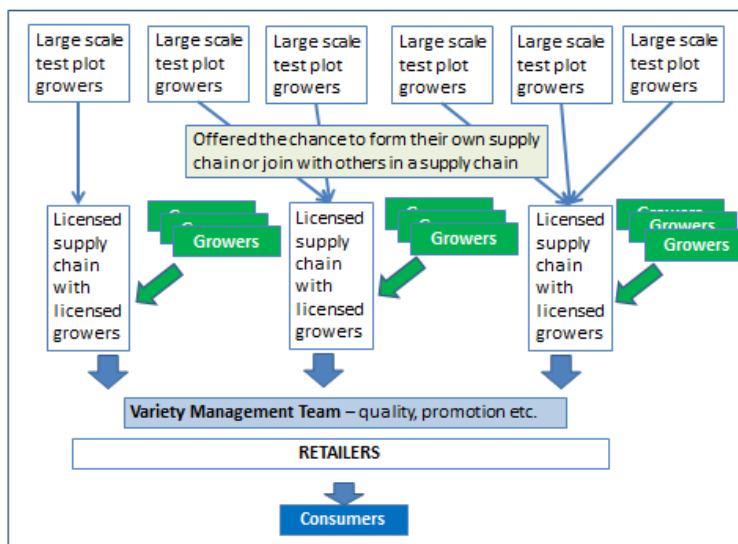


Finally, DEPIV, through its commercial arm Agriculture Victoria Services Pty Ltd and after an Expressions of Interest (EOI) process, appointed APAL as the commercial evaluator of the varieties. The evaluation licence also included a commercialisation licence option that could be exercised by APAL at any time.

During AP09026

Agronomic evaluation was carried out at six large-plot semi commercial evaluation sites in Victoria, South Australia and Western Australia. The sites were selected via an EOI process.

At the same time consumer evaluation of the pears was conducted as was protection of the intellectual property associated with the varieties – in the form of PBR and plant patents and in the brand, names and trademarks associated with the fruit of the varieties ('LANYA' for ANP-0118 and 'DELIZA' for ANP-0131). Nurseries to propagate trees of the varieties were also identified – again by an EOI process.



3. Introduction

3.1 The varieties

This project funded the commercialisation of two new pear varieties – ANP-0118 and ANP-0131 - bred by the (now) Department of Environment and Primary Industries, Victoria (DEPIV) breeding program at Tatura in Victoria's Goulburn Valley, about 200 km north-west of Melbourne. The program was funded by DEPIV, the national apple and pear levy and the Commonwealth government through Horticulture Australia Limited (HAL).

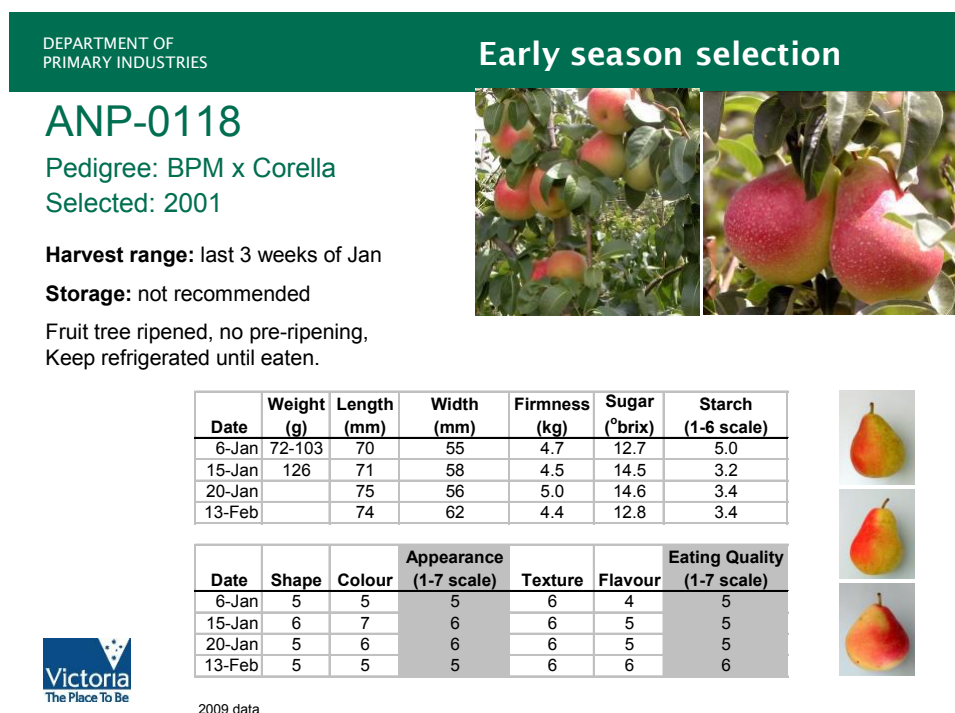
The varieties were released by the breeding program on the basis of their visual appearance, excellent eating quality and their superiority over the current commercial varieties.

The commercialisation process began in 2008 when DEPIV called for Expressions of Interest related to the right to evaluate (and if the evaluation proved positive) commercially exploit the varieties. APAL was awarded these rights in 2009 and an Evaluation and Licence Option Agreement was eventually signed in December 2011.

A brief description of the varieties is provided below:

ANP0118

This is an early season pear, ready to eat straight off the tree like Williams Bon Cretin (WBC). Currently it is the earliest pear available in Australia, being ready for harvest some 2-3 weeks before WBC. This timing, together with its "summery" appearance and its other good qualities, has the potential to make ANP-0118 an important variety in Australia and around the world.



2009 data

Figure 1: Overview of ANP-0118

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ANP0131

ANP-0131 is a mid-season "Packham type" in that it has to be cool-stored for a period of time (about 6 weeks) before it ripens properly. Its main attributes are its attractive red blush and its excellent eating quality.

DEPARTMENT OF
PRIMARY INDUSTRIES

Mid season selection

ANP-0131

Pedigree: Corella x Comice
Selected: 2001

Harvest range: last 3 weeks of Feb

Storage: 5 months (air)

May require at least 2 month storage
to initiate proper ripening.



Date	Weight (g)	Length (mm)	Width (mm)	Firmness (kg)	Sugar (°brix)	Starch (1-6 scale)
30-Jan	97-170	62	55	7.7	13.1	3.0
9-Feb	115-154	70	63	7.5	13.4	2.6
19-Feb	116	69	63	6.5	13.8	3.0
27-Feb	216	82	75	6.5	14.3	3.0

Date	Shape	Colour	Appearance (1-7 scale)	Texture	Flavour	Eating Quality (1-7 scale)
30-Jan	5	6	5	4	4	4
9-Feb	4	4	4	3	4	3
19-Feb	5	6	6	6	6	6
27-Feb	5	6	6	6	6	6



2009 data



Figure 2: Overview of ANP-0131

3.2 Commercialisation Timetable

The term "Commercialisation", in relation to new varieties of fruit, can have many meanings and stretch to very long timeframes - 20 years or more. This project followed the commercialisation workplan and timetable is set out below.

2009/10: Identification of large scale test plot sites in Australia's main pear production regions via an Expression of Interest process. Propagation of trees (1000 of each variety) for these plots, test trees planted. Commence liaison with potential overseas licensees.

2010/11: Trees in their first leaf in Australia. Develop evaluation procedure. Continue liaison with overseas partners.

2011/12: Trees in their second leaf in Australia. Expression of interest process to appoint nurseries for commercial tree production. Ongoing liaison with international partners in EU and the US

2012/13: Trees in their third leaf. Evaluation of first fruit produced – unfortunately there was almost no fruit produced in this season.. Consumer fruit evaluation using fruit from original

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plantings at DEPIV Tatura. Commence protection of the varieties in Australia (PBR), United States (Plant Patent), Europe (PBR). Develop and protect trademarks for the brands.

2013/14: Complete evaluation in Australia. Fortunately the trees fruited well this season. Decide on whether or not to commercialise the varieties in Australia and overseas.

The delay in fruiting meant that decisions related to commercialisation were delayed but, all other aspects of the project were still completed successfully and these are reported below.

4. Project Outputs

Note: The normal “Materials and Methods” section of a Final Report, as described in the HAL Guidelines, does not fit well with project AP09026. This is because the work funded by AP09026 is the commercialisation of two new varieties – not typical research as such. Accordingly, the format of this Final Report has been modified to better report on the actual project.

4.1 Evaluation work at the Semi-Commercial scale test plots

A feature of this project has been the use of large scale (100 tree) test plots for semi-commercial evaluation. Often test plots are only 2 trees or at best 10 trees. In comparison, the larger test plots allow:

- sufficient fruit such that the fruit can be graded on a normal fruit grader. This gives a much better idea of
 - size distribution
 - appearance
 - skin finish and level of blemish
 - indicative packout rates
- some fruit to be properly packed for presentation to other members of the supply chain including retailers. In this way much higher quality feedback can be gained from these organisations.

4.1.1 Expressions of Interest related to selection of sites for large scale test plots

This was undertaken via an Expressions of Interest process. Attachment 1 provides the Expression of Interest (EOI) “brochure” that was used for this purpose. The EOI brochure is a formal document that parties can use to “express interest” in being involved in the large scale test plot program. It consists of the following sections:

Introduction – setting out the purpose of the document, an overview of Coregeo Australia (now the IP Division of APAL), the relationship between Coregeo Australia and the two pear varieties and the need for confidentiality.

The Varieties – a description of ANP-0118 and ANP-0131 was provided, similar to that provided above but with additional detail.

The Commercialisation Business Model envisaged by Coregeo. This section pointed out that the current EOI process was for the selection of test sites only and that the eventual licenses for growing and selling would be appointed by a separate process.

Rights and Obligations of test site Co-operators.

Rights:

Test site co-operators received the right to

- Have trees of the variety(s) supplied to them
- grow and evaluate fruit of the variety
- make samples of fruit available to other members of the nominated supply chain for evaluation purposes only
- sell fruit produced from trial trees in compliance with instructions from Coregeo (important for PBR issues)

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- after the evaluation process was completed, the test plot co-operators received the right to plant trees of the variety in commercial quantities and sell fruit from these trees to a licensed marketer. It is important to note that although test site co-operators will not be denied commercial access to the varieties, their nominated supply chain may not be one of the chains granted the license to commercialise the varieties, i.e., they may have to deal with another chain.

Obligations

The obligations of the test site co-operator were:

- to pay the testing fee of \$1,500 per variety (per site). The testing fee for both varieties at one site is \$3,000
- To evaluate the variety(ies) to the protocol provided by Coregeo and pass data arising from the evaluation to Coregeo in a timely manner. The test site co-operator were required to allow the data collected by them and made available to Coregeo to be used by Coregeo with other potential licensees.
- To enter into a testing agreement with Coregeo that would include the requirements detailed above along with non-propagation provisions.
- To keep information (including evaluation data) related to the trials and the variety(ies) confidential.

The EOI documents were promoted at the DEPIV “Winter Pear School” in June 2009 and also through the Australia Fruit Grower magazine.

4.1.2 Final Choice of Large Scale Test Plot Sites

Initially 7 sites were selected. Over time this regressed to six sites. Table 1 provides the details of the initial 7 sites. An attempt was also made to provide a test plot at Orange NSW but a host was not able to be found (after substantial efforts).

Table 1: details of initial large scale test plots. Both varieties were planted at each site.

Site no.	Region	Grower
1	Goulburn Valley, Victoria	Bunbatha Fruit Packers (Jamie Craig)
2 ^{Note 1}	Goulburn Valley, Victoria	Australian Plants Management (Ian Bolitho)
3	Yarra Valley, Victoria	Leslie Apted and Sons Pty Ltd (Roger Apted)
4	Yarra Valley, Victoria	Maroondah Orchards (Alan Upton)
5 ^{Note 2}	Yarra Valley, Victoria	Gordon Johns
6	Adelaide Hills, South Australia	SE Green and Sons via Lenswood Cold Stores Cooperative Society Ltd (Ashley Green)
7	Manjimup, Western Australia	Matijari Farm (Maurice Lister)

Notes:

1. The Bunbatha Fruit Packers in the Goulburn Valley was (initially) only planted with ANP-0131. ANP-0118 was grafted to some trees at this site in winter 2011.
2. The Johns site in the Yarra Valley had to be destroyed due to forced sale of the property.

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4.1.3 Evaluation Deeds

The owner of the properties on which the test plots were situated were required to enter into an Evaluation Deed. A copy of this Deed is provided at Attachment 2

4.1.4 Results of large test plot evaluations

The 100-tree, semi-commercial test plots finally fruited in substantial quantities in 2014. This allowed formal evaluations of the fruit to be prepared.

These are technical evaluations relating to:

- bloom dates
- level of fruit set
- fruit size
- fruit firmness at harvest
- fruit sugar/starch content at harvest
- appearance rating compared with common varieties
- skin finish (e.g. incidence of russet which can be an issue for pears)
- flavor rating
- pest and disease issues

A typical evaluation of both varieties is provided at Attachment 3.

Supply Chain evaluation

Only anecdotal evaluations were completed but the (limited) results were encouraging. The below was received from one of the test-plot growers in the Yarra Valley (Alan Upton):

ANP0118

Test quantity 100 kg

Local roadside shop customer response excellent in 100 percent of tastings, "when can we have more", very favourable to size, attractive presentation, and sweet flavour, good timing for 'back to school lunches'

Market Agent initial response "just another Corella" until properly explained responses were then very favourable to attractive colour, very positive to sweet mild flavour and crisp snap to skin and bite, advantage of early market timing before other pears available. "If you are going to go ahead with it make sure you grow enough in a big way"

Jenny and Alan Upton, Maroondah Orchards



Figure 3: ANP-0118 pears at the Upton property

4.1.5 Appointment of Licensed Propagators

APAL also used an Expression of Interest process to identify possible nurseries to propagate trees of the two varieties.

An EOI document, similar to that developed for the large scale test plots was developed and advertised in the Australian Fruit Grower magazine (see at right). Individual letters, inviting the parties to express interest were also sent to the main fruit tree nurseries. A copy of the EOI document used is provided at Attachment 6.

One of the key requirements for a licence was the ability to propagate trees in a Certification Scheme similar to that operated by the Australian Pome Fruit Improvement Program Limited (APFIP).

At the time of writing Expressions of Interest had been received from 5 nurseries. None of these have yet been licensed as APAL does not yet have the appropriate rights from AVS. However it is expected that at least four of the nurseries expressing interest will be licenced to propagate trees of the varieties.

Provision of Virus-tested budwood

To ensure that, once commercial tree propagation begins, the supply of virus-tested bud wood does not delay tree production, APAL has procured APFIP to plant 200 trees of each variety at the APFIP Repository near Hobart. The trees were propagated from bud wood tested negative for specified viruses that are maintained in a manner that allows this status to be maintained. The budwood produced can then be used by Licensed Propagators to produce Certified Trees.

Expressions of Interest – Pear Tree Propagation

Coregeo® Australia invites commercial nurseries to Express Interest in being licensed the non-exclusive right to commercially propagate trees from two pear selections bred by DPIV—**ANP-0118** and **ANP-0131**—for sale to the Australian industry.

The pear selections are currently planted in large scale (100 tree) evaluation trials at seven sites around Australia.

An information dossier on the varieties and the business model under which Coregeo intends to commercialise the varieties is available for interested businesses, subject to signing a confidentiality agreement.

To receive the information dossier and confidentiality agreement, please contact Garry Langford (glangford@apal.org.au).

The opportunity to submit an Expression of Interest closes 31 May 2012.



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4.2 Consumer Evaluation

An important component of the project was properly conducted consumer research related to how consumers viewed the appearance and organoleptic properties of the fruit of the two varieties

After an arms-length tender process (a report of this process was provided in the project milestones) Sweeny Research Pty Ltd was appointed to conduct the consumer evaluation of ANP 0118 and ANP0131.

The consumer work on ANP0118 was conducted in February 2013 and that for ANP0131 in May 2013. The “Headline Reports” for both ANP-0118 and ANP-0131 are provided at Attachment 3.

ANP0118 was tested against Williams Bon Cretin pears and under the trademark “Karlo”. ANP0131 was tested against Packham’s Triumph pears and under the trademark “Deliza”. Fruit for this evaluation was made available by DEPI Victoria (from Tatura).

A summary of the results are presented in Table 2.

Table 2: Summary of the findings of the consumer research

Criteria	ANP0118 ^{See Note 1}	ANP0131
Overall liking	Consumers overall liking of ANP0118 was slightly less than that of Williams	Consumers overall liking of ANP0131 was slightly greater than their overall liking of Packham
Overall appearance	Consumers liked the overall appearance of ANP0118 slightly more than they liked the overall appearance of Williams.	Consumers overall liking of the appearance of ANP0131 was slightly greater than their overall liking of the appearance of Packham
Overall aroma	Consumers liked the overall aroma of ANP0118 slightly less than they liked the overall aroma of Williams	Consumers liking of the aroma of ANP0131 and Packham was the same.
Overall taste	Consumers liked the overall taste of ANP0118 slightly less than they liked the overall taste of Williams	Consumers liked the overall taste of ANP0131 slightly more than that of Packham
Overall distinctiveness	Consumers thought that ANP0118 was a more distinctive pear than Williams	Consumers thought that, compared to Packham, ANP0131’s distinctiveness was much greater
Name liking. ^{See Note 2}	39% of consumers either disliked or disliked extremely the name Karlo – at the same time 28% liked or liked extremely the name	18% of consumers either disliked or disliked extremely the name Deliza– at the same time 51% liked or liked extremely the name
Brand getup	33% of consumers either disliked or disliked extremely the brand getup – at the same time 37% liked or liked extremely the	7% of consumers either disliked or disliked extremely the brand getup – at the same time 74% liked or liked extremely the getup

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Criteria	ANP0118 ^{See Note 1}	ANP0131
	getup	
Liking of brand slogan	30% of consumers either disliked or disliked extremely the brand slogan (“everything irresistible about pears”) – at the same time 44% liked or liked extremely the slogan	13% of consumers either disliked or disliked extremely the brand slogan (“naturally healthy pears”) – at the same time 70% liked or liked extremely the slogan

Overall, the test of ANP-0131 against Packham was highly positive for the new variety while the test of ANP-0118 vs Williams came out in favour of the Williams. However, we believe that this latter comparison was “unfairly disadvantageous” to ANP-0118. See Note 1 below.

Note 1: Consumer evaluation of ANP-0118

In autumn 2014, after storage trials conducted at DEPIV, Tatura, DEPIV advised APAL that the optimal storage life of ANP0118 was of the order of 2 weeks.

The consumer evaluation for ANP-0118 was designed as a comparison with Williams pears. However, in 2013 Williams were picked around 3 weeks later than the fruit of ANP-0118. This meant that the fruit used for the ANP0118 consumer research had been stored for a longer-than-optimal period, resulting in the development of less attractive appearance, flavour and texture. Accordingly, this fruit did not perform well compared to just-off-the-tree Williams fruit.

Unfortunately, the information about the optimal storage life of ANP-0118 was not available at the time the consumer research was undertaken.

This storage life information also explains why, in other situations, the anecdotal responses of consumers to the fruit of ANP-0118 (e.g. see comments in Section 4.3.1, above) has been so positive compared to the negative feedback from the formal consumer research.

Overall, APAL believes that ANP-0118 is a “great eating” pear.

Note 2: “Karpo” name for ANP0118

Nearly 40% of consumers disliked, or disliked intensely, the name “Karpo” which was tested in association with ANP0118. Following this finding, APAL consulted again with its brand development advisors (Di Marca Pty Ltd) and a new trademark name, under which fruit of ANP-0118 that meets the quality specifications set for the brand will be sold, was developed. The new name is “LANYA”.

4.3 Protection and Development of Intellectual Property

4.3.1 Plant Breeders Rights and Plant Patents

During the course of the project Plant Breeders Rights (PBR) were applied for in Australia and a plant patent was applied for in the US.

PBR in Australia

Assignment of HAL's Security Interest to Agriculture Victoria Services Pty Ltd (AVS)

Prior to the Part 1 application being filed with the PBR Office, HAL's Security Interest, as provided for in the HAL funding contract, was assigned to AVS. Accordingly, HAL assigned all its current and future rights, title and interest in, and to, the intellectual property vested in the varieties to AVS. APAL applied for the PBR as agent for AVS.

Australian Part 1 PBR applications for both ANP-0118 and ANP-0131 were developed by APAL with assistance from Mrs S Turpin, of DEPIV Tatura, who bred the varieties. These have since been accepted by the PBR Office.

A Distinctiveness, Uniformity and Stability (DUS) trial, the basis of the data needed for the Part 2 application for PBR in Australia, has been planted for both varieties on the property of Mr Rocky Varapodio at Ardmona in the Goulburn Valley. The trial was planted in winter 2013.

PBR in Europe: In general, APAL's strategy related to PBR has been to apply for the right as late as possible so that the period of protection extends for as long as possible into the true commercial life of the variety, i.e. the PBR is often worth more later in the life of the variety when commercial activity is greater, rather than early in the life of the variety when commercial activity is at its lowest. Accordingly protection in Europe has been delayed and has not yet commenced in Europe – although commercialisation activities are rapidly approaching the point where PBR will soon be required.

Currently the varieties are protected in Europe under appropriate contracts.

Plant Patent in the United States

Applications for plant patents were filed in winter 2013 for both varieties. At the time of writing no comments had been received from the US patent office. The plant patent applications will be examined within 12 months of the applications being filed.

4.3.2 Development of brand names and trade marks

After an arms-length process, APAL retained the services of brand development agency Di Marca Pty Ltd to assist it develop:

- brand strategies for the two varieties;
- brand names;
- brand marketing slogans; and
- trademark get ups for the two brands

This was a formal process, well led by Di Marca. It included the points below. Note: examples are for ANP-0131 which will be sold under the trademark "DELIZA".

- an evaluation of touch points (where consumers would contact the brand);

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- APAL's **business objectives** for the brand
 - the **Business Goal**: to position the variety as a "new generation, delicious and healthy Australian pear"
 - the **Business Purpose**: to "provide an exciting new 'classic shape' pear so that consumers can rediscover the joy of eating fresh Australian pears"
 - brand **guidelines**
 - What does **success look like?**: "the new generation, delicious and healthy pear has been instrumental in inspiring consumers around the world to rediscover the joy of eating fresh Australian pears".
- The brand **Bulls Eye** which provides a Brand Proposition, Brand Benefits (both emotional and rational) and Evidence of these benefits with the Brand Essence at the centre.
- The **Brand Personality**. For ANP-0131 the words describing the personality were
 - Healthy
 - Active
 - Vivacious
 - Enjoyable
 - Fun Loving
- The **Brand Essence**: "Inspires good health" This is the summary of the brand for internal use within APAL and its partners
- The **Marketing Slogan**: "Naturally healthy pears". This is the summary of the brand for use with consumers
- The **Brand Voice** or how we say what we say about the brand. The Brand Voice is
 - Healthy – inspires good health, fresh, great tasting, natural, good for you
 - Enjoyable – delicious, optimistic, confident, appealing, approachable, fresh
 - Fun Loving – vivacious, active, playful, optimistic, loves life

The final working out of this is the brand "getup" that has been trademarked:

For ANP-0131:



Naturally healthy pears

For ANP-0118



Everything irresistible about pears

Note that the initial brand workshop for ANP-0118 developed the name “Karpo” for this variety. After consumer testing this was changed to “Lanya” which has been widely accepted.

Copies of the brand strategy documents have been provided to HAL with the project milestones. Additional copies can be provided on request.

4.3.3 Protection of brand intellectual property

APAL has since protected the words and logos, identified and developed in the brand strategy process, as trademarks. Table 3 provides details of the filing of trademarks to date.

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Table 3: Filing of trademarks to protect the brands developed in the project

Country	TM	Appln/(Reg n) No.	Status	Appln Date	Renewal Due	Class	Specification of Goods
Australia	Deliza	1486246 (1486246)	Registered	18-Apr-12	18-Apr-22	31	Class 31: Agricultural and horticultural products including fruit, grains, plants and trees, including pears and pear trees
International (Madrid) designating Europe and USA	Deliza	1142583 (1142583)	Protected in EU & USA	17-Oct-12	17-Oct-22	31	Class 31: Agricultural and horticultural products including fruit, grains, plants and trees, including pears and pear trees
Australia	Lanya	1577372 (1577372)	Registered	29-Aug-13	29-Aug-23	31	Class 31: Agricultural and horticultural products including fruit, grains, plants and trees, including pears and pear trees; none of the foregoing being plants or plant material of the genus <i>Cucumis sativa</i>
International (Madrid) designating Europe and USA	Lanya	1200277 (1200277)	Under examination in EU & USA	27-Feb-14	27-Feb-24	31	Class 31: Agricultural and horticultural products including fruit, grains, plants and trees, including pears and pear trees

4.4 Final stages of Commercial Development in Australia

At the end of the project APAL had exercised its option, under the licence with Agricultural Victoria Services Pty Ltd (AVS), to commercialise both varieties in Australia. To this end it has provided AVS with a Maximum Adoption Plan (MAP) for Australia. This provides AVS with APAL's intentions for the varieties including:

- a demand analysis for the pears (based on consumer research, grower feedback and feed back from other members of the supply chain),
- based on the demand analysis, estimates of planting numbers over the next 7 years,
- APAL's business model for the commercialisation of the varieties
- a tree production plan
- an intellectual property strategy; and
- royalty rates and royalty sharing proposals

The draft MAP presented to AVS in June 2014 is provided at Attachment 5.

4.4.1 Australian Business model

APAL is proposing a "supply chain" model for the commercialisation of the varieties in Australia. The model is depicted in the figure below.

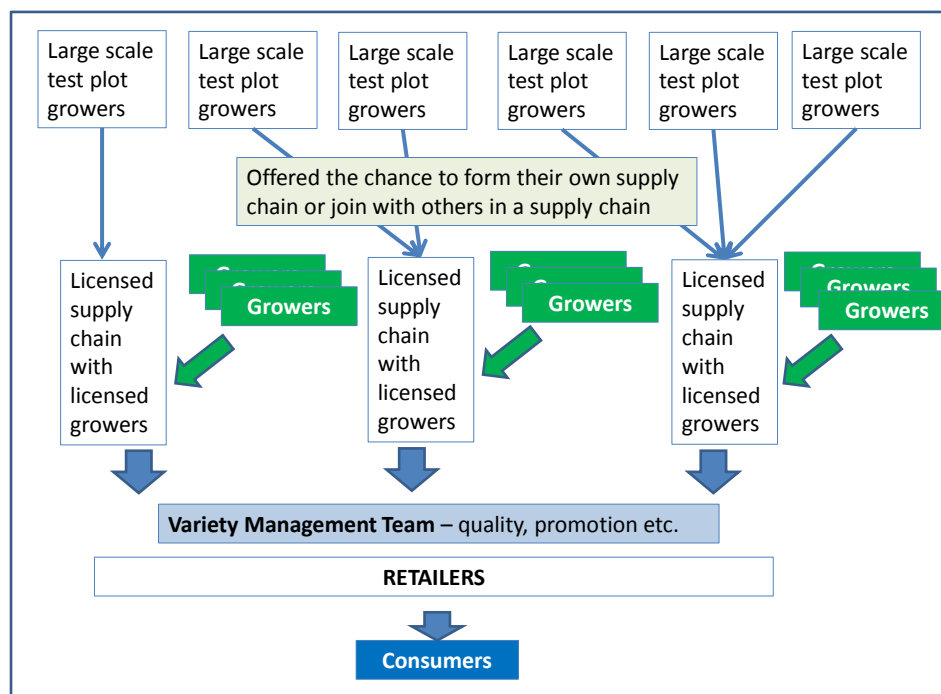


Figure 4: Proposed Value Capture Model

Under this model:

- Each of the six large scale test plot growers will be offered the right to form a supply chain for either or both of the varieties. This may be as an individual company or in conjunction with other companies. Similarly, large scale test plot growers may group together to form a supply chain for either or both varieties. Size criteria will apply e.g.
 - individual grower supply chain - at least 5000 trees to be planted

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- multi grower supply chain – at least 50,000 trees to be planted
- APAL will decide on which groups receive a trademark licence. These entities receive a non-exclusive licence to grow, pack and sell fruit of the variety/varieties under the trademarks
- all other growers can grow the varieties but they must supply one of the licensed marketers/supply chains and only the licensees of the trademark will have the right to sell the variety.
- further trademark licenses may be granted in the future to growers who show merit re growing, packing etc
- As a condition of the trademark licence granted by APAL, all supply chain licensees will be required to participate in the Variety Management Team (VMT). The members of the VMT will work together on issues related to packaging, promotion, quality, how Class 2 fruit will be dealt with, etc. so as to present a high quality, uniform product to retailers and consumers. The VMT will set standards and rules for these issues for all fruit of the varieties.

While not depicted in Figure 2 above, export of fruit from Australia is seen as an important part of the model. The arrangements for export will be as follows:

- Australian exporters will be licensed to use the trademarks for exports to specified territories
- A condition of the export licence will be that Licensed Exporters sell only to Licensed Importers in export territories

4.5 Commercialisation overseas

It is APAL's intent to commercialise the varieties in Australia, Europe, the United States and South Africa. Other territories may follow.

4.5.1 The Strategy behind developing overseas production territories

The strategy behind this is that for a variety to be commercialised successfully in a territory it needs to be on the supermarket shelf for 12 months of the year. This would be possible (at least for ANP-0131) with fruit ex coolstore exported from Australia to northern hemisphere production areas such as the EU and the USA. Australian growers will be able to supply into two market windows:

- **domestic supply window** – for ANP-0131 in Australia, this would be from mid-May to (say) end October
- **Export-supplied window** – for ANP-0131 this would be for a similar period but managed via licence agreements with northern hemisphere participants.

A further advantage of this strategy is that the marketing of fruit in all territories can be controlled. Only Licensed Exporters can send fruit overseas and, when the export and import licenses are in place, exported fruit will only be sent to Licensed Importers in the import territory. Thus orderly marketing is created – without conflict with competition laws.

4.5.2 Commercialisation in overseas Territories**Europe**

Of the overseas territories, development in Europe is the most advanced. To date two nursery groups have been granted tree propagation licenses but no marketing licenses have yet been executed. The nursery groups are:

- International Fruit Obtention (IFO) from France; and
- Star Fruits – also from France

IFO are more advanced and they (at the time of writing) have 9 potential supply chain licensees testing the varieties at 13 sites across Europe. The trials have two dimensions to them:

- they are being evaluated for commercial potential via growers supplying normal supply chains; and
- there are trials in the Eufin system of government agency variety evaluations. These are important for commercial acceptance by local industry

The IFO trial network includes France, Italy, Belgium, the Netherlands, Germany and the UK.

The trials with Star Fruits are not as progressed. Currently they are still propagating trees to be planted in trial sites next winter.

United States

A plant patent has been filed in the US (see above). Both varieties have now fully cleared quarantine in the US (via the USDA site at Prosser).

The varieties will be evaluated in a series of trials managed by the Washington Tree Fruit Research Commission (WTFRC). These will be at three sites:

- Wenatchee, Washington (Koempel property)
- Yakima, Washington (Peters property) and
- Hood River, Oregon – site not yet chosen.

The trials will be conducted under a testing agreement which (at the time of writing) had recently been sent to the Pear Bureau of the WTFRC. Also, at each trial site the grower will be required to sign a testing agreement. The arrangement is essentially similar to that used with both IFO and Star Fruits in Europe.

Test trees have been propagated by C&O Nursery from Washington State. These will be supplied to growers as soon as the above agreements are in place. An agreement is also in place to cover the production of trees by C&O Nursery.

South Africa

Possible South African licensees include commercial companies Star Grow and Top Fruit. No decision about which one(s) to proceed with has yet been made. SAPO, the South African equivalent of AQIS, is also interested in evaluating the varieties. The budwood at Prosser has been cleared (from a virus testing point of view) for international distribution. This wood will now be sent to Top Fruit in South Africa for the propagation of trees in quarantine. These will eventually become trial trees. Likely release from South African quarantine is autumn/winter 2015.

5. Discussion

5.1 The value of the project – risk management

The project has allowed APAL to complete a lot of work “in parallel” with the agronomic evaluation of the fruit on the large scale test plots.

Because the plots only fruited in 2013/14 (at the end of the project), a normal commercial tendency would be to delay work on intellectual property development – especially the brand development – and consumer testing until the fruit of the varieties had been evaluated in the orchard and through the supply chain. Having funding from the project allowed APAL to manage the risks involved so that this work could be conducted at the same time (or before) the agronomic evaluations were completed. This meant that, at the end of the project, all the ground work needed for industry adoption of the varieties is in place.

5.2 Consumer Evaluation of ANP-0118

As discussed in the body of the report, the “trial design” for the consumer evaluation of ANP-0118 put ANP-0118 at a disadvantage. In an attempt to compare Williams pears with LANYA pears, LANYA fruit was stored too long – resulting in reduced appearance, flavour and texture.

In 20:20 hind sight, a better trial design would have been to simply test fruit of ANP-0118 with consumers by itself - without Williams pears for comparison.

5.3 Development of High Quality branded products

The outcomes of the agronomic evaluation, supply chain evaluation and (for ANP-0131) consumer research show that the two varieties have great potential for the Australian market.

The seasonality of ANP-0118 and its excellent appearance will allow it to be one of the first “new season” pears on the market. For ANP-0131, its eating quality and its appearance should allow it to compete successfully with older varieties like Packham and even Corrella.

The varieties have the potential to become new, high quality, branded, differentiated products for the Australian industry – to be sold at higher price points than existing pears – on Australian markets and overseas. They will also be licensed in a way that allows the collection of substantial funds for consumer promotion. Thus all the elements for the marketing of successful new products are assembled:

- the pears themselves and their differentiated appearance and high quality (and seasonality for ANP-0118);
- the brands – the essential tool for communication with consumers;
- the funds for promotion of the brands;
- the business structure that will allow Australian growers to be competitive on export markets.

It is likely that both varieties will also find market niches overseas. APAL will licence the varieties into a disciplined global supply chain that will also provide export opportunities for Australian producers.

6. Recommendations

The single recommendation from the work is to continue the commercialisation of the two varieties as planned and as has been reported above.

The key need facing the pear industry is to develop new, high quality, branded, differentiated products for the Australian market, and for export markets, that can capture increased market share and be sold at a higher price point.

All is in place to do this – now it just needs to be done.

7. Acknowledgements

The author would like to acknowledge

The **government of Australia** (through Horticulture Australia Limited) for their financial support for the project.

The **APAL IP Division team** who have worked hard to deliver the outputs described in this report. They include:

- Jon Durham – now retired
- Rebekah Jacobs – Contracts Manager
- Mark Hankin – Evaluation Co-ordinator at APFIP
- Russell Soderlund – assistant to Garry Langford
- Di Maca Pty Ltd – for assistance with developing the brands for the varieties
- Hall & Wilcox Lawyers - for assistance with developing the portfolio of agreements needed for the project

The **large scale test plot growers** across Australia who took the risk with the varieties and planted the plots. These plots are the foundation of the project and the varieties in Australia

8. Technology Transfer

The following represent APAL's activities related to informing the industry about the new pear varieties and the opportunities they offer.

Articles

Australian Fruitgrower magazine (May 2012): Expressions of interest – pear tree propagation

Australian Fruitgrower magazine (Jun 2014): Pear export opportunities in key Asian markets (also published online 20 May 2014)

Industry Juice newsletter (13 Nov 2013): Good progress made with evaluation of new pear varieties

Annual reports

Apple and Pear Industry Annual Report (2009-2010)

Apple and Pear Industry Annual Report (2011)

Apple and Pear Industry Annual Report (2011-2012)

Apple and Pear Industry Advisory Committee annual report (2011-2012)

Apple and Pear Australia Ltd Annual Report (2013-2014)

Other:

16-18 June 2009: National Winter Pear School =presentation on opportunities for large scale commercial evaluation sites. G Langford

14 Mar 2014: Profitable pear seminar held by DEPI showcased the new varieties.

Jun 2013: Presentation by G Langford on new pears at industry Speed Updating event, annual industry conference.

9 Attachments

The following attachments are provided as separate files (to keep the overall file size of the Final Report to an email-capable size).

Provided as separate files:

1. EOI Document for Test plot sites
2. Evaluation Deed utilised for large scale test plots
3. Agronomic Evaluation Reports
4. Consumer Research: Topline report – ANP-0131 (DELIZA) and ANP-0118 (LANYA)
5. EOI Document – Licensed Propagators
6. Brand Strategy – DELIZA, LANYA

Included in this report

7. Maximum Adoption Plan produced for AVS



Request for

Expressions of Interest

Commercial evaluation of new Pear Cultivars

ANP-0118 and

ANP-0131

Coregeo® Australia

a Division of
Apple and Pear Australia Limited
June, 2009

Expressions of Interest. Commercial evaluation of New Pear varieties

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Expressions of Interest. Commercial evaluation of New Pear varieties
Disclaimer

DISCLAIMER-IMPORTANT PLEASE READ

This Expressions of Interest (EOI) document has been prepared by Coregeo Australia, a division of Apple and Pear Australia Limited

The EOI document is made available by Coregeo Australia for use by the persons and organisations wishing to be licensed the right to test - in large scale, commercial test plots - new pear varieties in Australia.

Coregeo Australia has used reasonable endeavours to ensure the substantial accuracy of the EOI document and the information contained in it. However Coregeo Australia does not provide any warranties as to the accuracy, completeness, suitability, relevance, currency or other qualities or features of the EOI document or the information or other content contained in the EOI document.

Coregeo Australia will not accept any liability for any loss or damage of any kind (including, without limitation, direct, indirect or consequential loss or damage) incurred by any person as a direct or indirect result of that person's use of or reliance on the EOI document or the information contained in the EOI document.

1. Introduction

1.1 Purpose of this Document

This document is a call for Expressions of Interest (EOI) proposals for the commercial scale evaluation of new, Australian-developed pear varieties ANP-0118 and ANP 0131. It outlines the business model for the commercialisation of the varieties in Australia and overseas, an initial step of which is their commercial testing by Australian producers.

1.2 Overview of Coregeo

Coregeo Australia was formed in 2008 as a division of Apple and Pear Australia Limited (APAL), the peak industry body for Australian apple and pear growers.

Coregeo Australia was formed to allow the skills developed within APAL, related to variety evaluation, variety commercialisation, tree propagule production and health-status certification to be made available to variety owners and developers in the fresh produce industry.

1.3 Relationship between Coregeo and DPIV for the pear varieties

Coregeo successfully tendered for the right to commercialise the pear varieties arising from the Department of Primary Industries, Victoria (DPIV) breeding program based at Tatura in Victoria.

These rights include

- The right to appoint collaborators for large scale test blocks (100 trees plus of each variety) in major Australian production regions
- The right to appoint commercial partners to produce and sell the varieties in Australia and overseas.
- The right to appoint a propagator (nursery) to produce trees of the varieties for distribution to growers.

1.4 Need for Confidentiality

Because the varieties have not yet been protected by Plant Breeders Rights in Australia or by similar rights in other countries, Coregeo and DPIV require that all parties receiving information related to these varieties sign a Confidentiality Agreement and keep the information provided to them confidential.

The Confidentiality Agreement is provided at Appendix 1.

Expressions of Interest. Commercial evaluation of New Pear varieties The Varieties

2. The Varieties

The two pear selections presented below have been chosen by DPIV (the breeding team and the industry steering committee) as the initial selection to be released from the program. The lines are similar in appearance but offer different seasonality (ANP-0118 is early, ANP-0131 is mid season). The lines were chosen because for both visual appearance and eating quality, they are superior to the current varieties available.

DEPARTMENT OF
PRIMARY INDUSTRIES

Early season selection

ANP-0118

Pedigree: BPM x Corella

Selected: 2001

Harvest range: last 3 weeks of Jan

Storage: not recommended

Fruit tree ripened, no pre-ripening,
Keep refrigerated until eaten.



Date	Weight (g)	Length (mm)	Width (mm)	Firmness (kg)	Sugar (°brix)	Starch (1-6 scale)
6-Jan	72-103	70	55	4.7	12.7	5.0
15-Jan	126	71	58	4.5	14.5	3.2
20-Jan		75	56	5.0	14.6	3.4
13-Feb		74	62	4.4	12.8	3.4

Date	Shape	Colour	Appearance (1-7 scale)	Texture	Flavour	Eating Quality (1-7 scale)
6-Jan	5	5	5	6	4	5
15-Jan	6	7	6	6	5	5
20-Jan	5	6	6	6	5	5
13-Feb	5	5	5	6	6	6



2009 data



DEPARTMENT OF
PRIMARY INDUSTRIES

ANP-0118

Pedigree: BPM x Corella

Selected: 2001



Expressions of Interest. Commercial evaluation of New Pear varieties The Varieties

DEPARTMENT OF
PRIMARY INDUSTRIES

Mid season selection

ANP-0131

Pedigree: Corella x Comice

Selected: 2001

Harvest range: last 3 weeks of Feb

Storage: 5 months (air)

May require at least 2 month storage
to initiate proper ripening.



Date	Weight (g)	Length (mm)	Width (mm)	Firmness (kg)	Sugar (°brix)	Starch (1-6 scale)
30-Jan	97-170	62	55	7.7	13.1	3.0
9-Feb	115-154	70	63	7.5	13.4	2.6
19-Feb	116	69	63	6.5	13.8	3.0
27-Feb	216	82	75	6.5	14.3	3.0

Date	Shape	Colour	Appearance (1-7 scale)	Texture	Flavour	Eating Quality (1-7 scale)
30-Jan	5	6	5	4	4	4
9-Feb	4	4	4	3	4	3
19-Feb	5	6	6	6	6	6
27-Feb	5	6	6	6	6	6



2009 data



DEPARTMENT OF
PRIMARY INDUSTRIES

ANP-0131

Pedigree: Corella x Comice

Selected: 2001



3. Commercialisation Business Model

Coregeo understands that parties interested in Expressing Interest in the evaluation of new pear varieties will need to have a general briefing as to the business model under which the new varieties will be commercialised in Australia and overseas.

3.1 Business model Subject to Change

This Section of the EOI document provides a general briefing. However, in making the briefing Coregeo wishes to inform interested parties that it is **subject to change**. All parties must understand that there is a considerable period of time between this EOI document being circulated and the eventual commercial sales of pears of the varieties. During that time, commercial realities may change the business model proposed.

3.2 Proposed Business Model (General Structure)

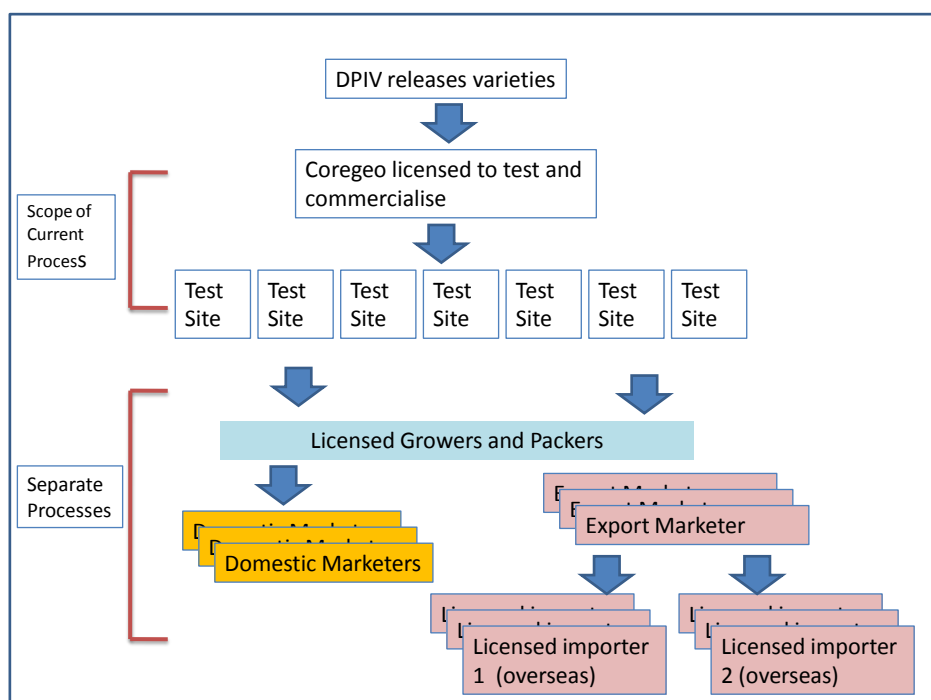


Figure 1: Business model for production of pears

The essential features of the commercialisation model are as follows;

- The current process is limited to the appointment of trial site co-operators only. Separate processes will be developed and used for the appointment of growers, packers, domestic marketers and export marketers of fruit of the varieties.
- It is anticipated that a small number of supply chains will be licensed the right to market the pears in Australia and a small number of supply chains will be licensed the right to export fruit to importers licensed to distribute fruit in overseas countries
- Test site collaborators can be growers, packers, marketers or any other link of the supply chain but only the supply chain (usually the marketer) will be licensed to sell fruit of the variety(ies) in Australia or to export. Test site collaborators will be asked to nominate the supply chain they will be representing (this can be changed at a later date if needs be).
- Final license conditions are likely to include both a once-off tree royalty and an annual production royalty

4. Rights and Obligations of Test Site Co-operators

4.1 Rights

Test site co-operators can be any member of a supply chain - growers, packers or marketers - but they must nominate a supply chain by which fruit will be distributed.

Test site co-operators will receive the right to

- Have trees of the variety(s) supplied to them
- grow and evaluate fruit of the variety
- make samples of fruit available to other members of the nominated supply chain for evaluation purposes only
- sell fruit produced from trial trees in compliance with instructions from Coregeo (important for PBR issues)
- after the evaluation process is completed, plant trees of the variety in commercial quantities and sell fruit to the licensed marketer. It is important to note that although test site co-operators will not be denied commercial access to the varieties, their nominated supply chain may not be the chain granted the license to commercialise the varieties, i.e., they may have to deal with another chain.

4.2 Obligations

The obligations of the test site co-operator are:

- to pay the testing fee of \$1,500 per variety (per site). The testing fee for both varieties at one site is \$3,000
- To evaluate the variety(ies) to the protocol provided by Coregeo and pass data arising from the evaluation to Coregeo in a timely manner. This will include storage trials and market chain evaluations. The test site co-operator will be required to allow the data they collect to be made available to Coregeo and by Coregeo to other co-operators and likely licensees.
- To enter into a testing agreement with Coregeo that would include the requirements detailed above along with non-propagation provisions. A draft of this is attached as Appendix 2.
- To keep information (including evaluation data) related to the trials and the variety(ies) confidential.

Expressions of Interest. Commercial evaluation of New Pear varieties
Expression of Interest pro-forma

5. Expression of Interest Pro-forma (Confidential to Coregeo)

All information supplied to Coregeo will be treated as confidential. Coregeo advises that at the completion of the testing phase it will provide information regarding which companies/entities have evaluated the varieties to all those who have planted commercial scale test plots of that variety.

Parties wishing to Express Interest in evaluating the varieties and becoming a trial Site Co-operator should complete the form below and return it to Garry Langford at Coregeo (Fax: +61 (0)3 6266 4023 E-mail: glangford@apal.org.au)

Closing Date: The completed form must arrive at Coregeo (care of Garry Langford) as described above by no later than **5.00 pm on Friday 31 July 2009.**

Company Name	
Contact person	
Contact Details Address Office Phone Mobile Email address	
Which varieties you are expressing interest in evaluating	
Supply chain members with which you envisage working.	List the main growers, packers and marketers.
Current pear sales (tonnes) that you contribute to this chain	
Fees to be paid @ \$1500 per variety per site	
Why your proposal should be considered over others.	Coregeo does not require a long answer to this question but if you would like more space please attach an additional page.

Expressions of Interest. Commercial evaluation of New Pear varieties
Expression of Interest pro-forma

Signature of Contact person and Date	

Individual Confidentiality Agreement

APPENDIX 1

Cultivar technical information provided at this meeting is of significant commercial value to both Coregeo® and its prospective partners and licensees.

You agree to keep strictly confidential any information obtained and to use it for your personal purposes only. Unless prior written approval is obtained from Coregeo®, you will not communicate the information to any other person in any way.

Photos are permitted for personal use only.

Place of Meeting: _____

NAME (Please print)	Mobile No.	Home Phone No.	Email address	Signature

Individual Confidentiality Agreement

Variety Evaluation Agreement

APPENDIX 2: Variety Evaluation Agreement

Note that this Evaluation Agreement is an **INDICATIVE DRAFT**, not necessarily the exact agreement that test plot co-operators will be required to sign.



Hall&Wilcox
Lawyers

Evaluation Deed

Apple and Pear Australia Limited trading as 'Coregeo Australia'
The party named in item 2 of Schedule 1

DRAFT

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Date

Parties

Apple and Pear Australia Limited ACN 101 551 348, trading as 'Coregeo Australia' of 39 O'Connell Street, North Melbourne, Victoria, Australia (**Coregeo**)

The party named in item 2 of Schedule 1 (**the Authorised Grower**)

Recitals

- A DPI has bred the Variety.
- B Under the DPI Agreement, Coregeo has been appointed to conduct the Evaluation.
- C The Authorised Grower wishes to grow the Trees at the Authorised Property for the purpose of the Evaluation.
- D Coregeo has agreed to supply Trees to the Authorised Grower and permit the Authorised Grower to grow the Trees for the purpose of the Evaluation, on the terms and conditions set out in this Deed.

Terms of this Deed

1 Definitions and Interpretation

1.1 Definitions

In this Deed, including the Recitals and the Schedules, unless the context otherwise requires:

Additional Amount means:

- (a) an amount equal to a Payment multiplied by the applicable GST rate; and
- (b) any penalties or interest or both imposed by the GST Act.

Authorised Marketers means the domestic or export marketers for Fruit appointed by Coregeo from time to time, which Coregeo will notify the Authorised Grower of.

Authorised Persons means in relation to a party:

- (a) the directors, secretary or any other person appointed to act as an authorised officer of that party;
- (b) the employees of that party;
- (c) the legal, financial and other advisers of that party; and
- (d) the respective officers and employees of those legal, financial and other advisers.

Authorised Property means the property specified in item 6 of Schedule 1.

Business Day means a day on which trading banks are open for business in Melbourne, other than a Saturday, Sunday or gazetted public holiday.

Claim means a claim, action, proceeding, judgment or demand made or brought by or against a party, however arising and whether present, unascertained, future or contingent.

Change in Control means, in relation to a party:

- (a) the person who Controls party at the date that party first became a party to this agreement subsequently ceases to have Control of party;
- (b) a person who does not Control party at the date that party first became a party to this agreement subsequently obtains Control of party; or
- (c) if party is Controlled by a group or consortium of persons, or if the group or consortium could Control party were they to act collectively, any material change in the composition of that group or consortium.

Commencement Date means the date specified in item 3 of Schedule 1.

Control in has the meaning set out in section 50AA of the *Corporations Act 2001* (Cth).

Confidential Information means:

- (a) the terms of this agreement and its subject matter;
- (b) the existence of this agreement and the Evaluation;
- (c) Information disclosed to the Authorised Grower or the Authorised Grower's Authorised Persons by Coregeo or Coregeo's Authorised Persons, before or after the date of this agreement, that is expressly designated at the time of disclosure as confidential by Coregeo; and
- (d) Information that is not generally available in the public domain,

but does not include Information that:

- (e) the Authorised Grower can prove by contemporaneous written documentation was in the lawful possession of the Authorised Grower before Coregeo had any dealings with the Authorised Grower or was independently generated by the Authorised Grower or on its behalf;
- (f) is in the public domain otherwise than as a result of a breach of clause 12 or any other obligation of confidentiality owed to Coregeo; or
- (g) was legally and properly obtained by the Authorised Grower from any other source without restriction on further disclosure.

Deed means this Deed, including all schedules.

DPI means the State of Victoria as represented by its Department of Primary Industries.

DPI Agreement means the agreement between Coregeo and DPI regarding the Evaluation of the Variety by Coregeo.

Expiry Date means the date set out in item 4 of Schedule 1.

Evaluation means the testing and evaluation of the commercialisation potential of the Variety, including, without limitation, the commercialisation potential of the Variety in the Australian fresh pear market and pear export markets services by the Australian pear industry.

Fruit means pears of the Variety harvested from the Trees.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all associated legislation and regulations.

Information means information regardless of form relating to or developed in connection with APAL, the DPI, the Evaluation, the Trees, Fruit or Propagating Material.

Insolvency Event means:

- (a) the appointment of a controller to the property of the Authorised Grower;
- (b) the appointment of an administrator in respect of the Authorised Grower;
- (c) the Authorised Grower failing to comply with a statutory demand within the period for compliance;
- (d) the making of a winding up, liquidation or bankruptcy order by a court in respect of the Authorised Grower;
- (e) the passing of a resolution for winding up of the Authorised Grower; or
- (f) any other similar event occurring.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent including, without limitation, indirect or consequential loss or damage.

Payment means:

- (a) the amount of the Testing Fee or any other sum payable in connection with a supply under this Deed; and
- (b) the GST exclusive equivalent market value of any non monetary consideration in connection with a supply under this agreement as reasonably determined by the supplier.

Permitted Persons means persons permitted by the Authorised Grower to access the Trees on the Authorised Property to the extent necessary for the Authorised Grower to fulfil its obligations under this Deed.

Propagating Material means all propagating material in respect of the Trees including, without limitation, pear rootstock BP1 from which the Trees have been harvested.

Reports means the reports provided to Coregeo by the Authorised Grower pursuant to clause 9.1.

Testing Fee means the fee specified in item 8 of Schedule 1.

Trees mean trees of the Variety which are supplied to the Authorised Grower by Coregeo.

Variety means the pear varieties specified in Schedule 2.

1.2 Interpretation

In this Deed, headings are inserted for convenience only and do not affect the interpretation of this Deed, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (d) a reference to:
 - (i) a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
 - (ii) a party includes the party's executors, legal personal representatives, successors, transferees and permitted assigns;
 - (iii) a part, clause, schedule or party is a reference to a part, clause or schedule of, or a party to, this Deed;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation;
 - (vi) this Deed includes the recitals and any schedules, annexures, exhibits or attachments to this Deed;
 - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (viii) legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under that legislation;
 - (ix) a law includes any statute, regulation, by-law, scheme, determination, ordinance, rule or other statutory provision (whether Commonwealth, State or municipal); and
 - (x) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day.

2 Term

This Deed commences on the Commencement Date and will continue until the Expiry Date, unless terminated earlier pursuant to clause 10.

3 Appointment and supply of Trees

3.1 Appointment

From the Commencement Date, Coregeo appoints the Authorised Grower to:

- (a) grow the Trees for the purpose of the Evaluation in accordance with clause 4;
- (b) supply the Fruit to Authorised Marketers in accordance with clause 4; and
- (c) provide Coregeo with the Reports.

3.2 Supply of Trees

When the Authorised Grower pays the Testing Fee in accordance with clause 7, Coregeo will supply to the Authorised Grower the number of Trees specified in item 9 of Schedule 1.

4 Authorised Grower's Obligations

4.1 Planting and growing of Trees

The Authorised Grower must plant the Trees and grow the Trees on the Authorised Property.

4.2 No dealings with the Trees

The Authorised Grower must not sell or otherwise dispose of Propagating Material or the Trees, unless expressly authorised to do so under this Deed or by Coregeo in writing.

4.3 Non-Propagation

The Authorised Grower must not in any way, without Coregeo's prior written consent (which, in turn, may require the consent of DPI):

- (a) propagate Trees, including, without limitation, reworking existing pear trees into Trees of the Variety; or
- (b) make any other use of the Propagating Material.

4.4 No other purpose

The Authorised Grower must use the Trees and Fruit only for the purpose of being involved in the Evaluation in accordance with this Deed and must not use the Trees or Fruit for any other purpose without Coregeo's prior approval in writing.

4.5 Supply of Fruit

The Authorised Grower must only sell or otherwise supply the Fruit to an Authorised Marketer.

4.6 Coregeo's directions

The Authorised Grower must comply with any directions from Coregeo in relation to the Trees or the Fruit.

4.7 Accuracy of Reports

The Authorised Grower warrants to Coregeo that the Reports and the content of the Reports will be true and accurate.

4.8 Planting map

The Authorised Grower must provide Coregeo with a planting map identifying the location of the parcels of land on which the Trees will be grown on the Authorised Property and must notify Coregeo of any changes to the location of the Trees on the Authorised Property.

4.9 Change in use of Authorised Property

The Authorised Grower must notify Coregeo in writing of any use of the Authorised Property that may interfere with the Authorised Grower growing the Trees in accordance with this Deed.

4.10 Notice of proposal

The Authorised Grower must, no less than 60 days prior to any proposed change of Control of the Authorised Grower, sale of the business of the Authorised Grower or change in ownership of the Authorised Property, give written notice to Coregeo of such proposal.

4.11 Compliance with laws

The Authorised Grower must comply with all laws and with all applicable codes of conduct in relation to the growing of the Trees or the harvesting or supply of the Fruit.

4.12 Security

The Authorised Grower will take all steps necessary to prevent anyone other than the Permitted Persons accessing the Trees, the Propagating Material or the Fruit.

5 Acknowledgements

The Authorised Grower acknowledges that:

- (a) the Trees and Propagating Material remain the property of Coregeo and no ownership of or title to the Trees or Propagating Material will vest in the Authorised Grower, whether pursuant to this Deed or otherwise;
- (b) any intellectual property rights in respect of the Trees, Propagating Material or Fruit are and will remain the property of DPI; and
- (c) at any time during the term or following the termination of this Deed, Coregeo may remove some or all of the Trees (including all Fruit growing on those Trees) or any Propagating Material from the Authorised Property, without any obligation for Coregeo to provide the Authorised Grower with reasons for the removal.

6 Right to enter Authorised Property

6.1 Licence to enter Authorised Property

On Coregeo giving one Business Days notice, the Authorised Grower must allow Coregeo or any person authorised by Coregeo to enter the Authorised Property for the purpose of:

- (a) inspecting the Trees and any Fruit at the Authorised Property; or
- (b) removing the Trees and any Propagating Material from the Authorised Property pursuant to clauses 5(c) or 11.1(a).

The Authorised Grower acknowledges that, upon Coregeo providing the notice referred to in this clause 6.1, Coregeo or its authorised persons will have an unrestricted and irrevocable right of entry to the Authorised Property on as many occasions as it requires in order to complete the relevant inspection or removal.

6.2 Profit a prendre

The Authorised Grower acknowledges and agrees that the right of Coregeo, or any person authorised by Coregeo, to enter the Authorised Property conferred by clauses 5(c), 6.1(b) and 11.1(a) constitutes a profit a prendre over the Authorised Property in favour of Coregeo.

6.3 Caveat

The Authorised Grower acknowledges that Coregeo may register a caveat on the title of the Authorised Property in respect of the profit a prendre referred to in clause 6.2.

6.4 Cessation of rights

When all Trees, Fruit and Propagating Material have been removed from the Authorised Property by Coregeo or any person authorised by Coregeo:

- (a) the rights granted to Coregeo under this clause 6 cease; and
- (b) Coregeo will arrange for the release of any caveat registered over the Authorised Property by Coregeo pursuant to this clause 6.

7 Testing Fee

7.1 Payment of Testing Fee

The Authorised Grower will pay the Testing Fee to Coregeo within 5 Business Days of the Commencement Date.

7.2 Interest on overdue payments

If the Authorised Grower does not pay the Testing Fee any other amounts due under this agreement to Coregeo by the due date for payment, the Authorised Grower will be in default and must pay interest on the amount outstanding:

- (a) from the time that amount is due until that amount is paid in full; and

- (b) at the rate fixed from time to time by the Attorney General under the *Penalty Interest Rates Act 1983* (Vic).

Coregeo's right to require payment of interest does not affect any other rights and remedies it may have regarding the default.

8 Mutation or sport

8.1 Ownership

If the Authorised Grower becomes aware of any mutation or sport of the Trees arising by any means, the Authorised Grower must immediately notify Coregeo of the relevant mutation or sport. The Authorised Grower acknowledges that DPI will be entitled to ownership of all intellectual property in any relevant mutation or sport.

8.2 Assignment

The Authorised Grower assigns to Coregeo all intellectual property rights in any mutation or sport referred to in clause 8.1 immediately upon such intellectual property rights vesting. Coregeo may assign those intellectual property rights to DPI.

9 Reports and records

9.1 Reporting

During the Term the Authorised Grower will, within seven days from the end of each calendar quarter, provide to Coregeo a written report in the format prescribed by Coregeo and to Coregeo's satisfaction dealing with:

- (a) the progress of the growing of the Trees and the harvesting of Fruit during that quarter;
- (b) the amount of Fruit sold by the Authorised Grower during that quarter and the details of the Authorised Marketer to whom the Fruit was sold; and
- (c) such other information as Coregeo may reasonably require from time to time.

9.2 Use of Reports by Coregeo

The Authorised Grower acknowledges that:

- (a) Coregeo will rely on the Reports and other information regarding the Trees, Fruit or the Evaluation provided to Coregeo by the Authorised Grower; and
- (b) Coregeo may provide the Reports, any information or data contained in the Reports and any other information provided to Coregeo by the Authorised Grower to any third parties Coregeo considers appropriate including, without limitation, other parties involved in the Evaluation, the DPI, or any persons interested in being involved in the commercialisation of the Variety.

9.3 Records

The Authorised Grower will:

- (a) keep at the Authorised Property true, accurate and complete records of all particulars relating to the growing, possession and use of the Trees and the harvesting and supply or Fruit; and
- (b) preserve and keep available all such records for a period of not less than seven years from the date of their creation.

9.4 Availability of records

Within 5 Business Days of receiving a written request from Coregeo, the Authorised Grower will promptly make available for inspection by or provide to Coregeo or a nominated representative of Coregeo, the records referred to in clause 9.3 (or any part of them as so requested), and any other reports, documents and other information concerning the possession and use of the Trees or Fruit that Coregeo may from time to time reasonably require.

10 Termination

10.1 Coregeo may terminate without cause

Coregeo may terminate this Deed for any reason by giving 20 Business Days' notice in writing to the Authorised Grower.

10.2 Coregeo may terminate for cause

Without limiting clause 10.1, Coregeo may terminate this Deed effective immediately on providing written notice of termination to the Authorised Grower in any of the following circumstances:

- (a) where an Insolvency Event occurs in respect of the Authorised Grower;
- (b) if there is a Change in Control of the Authorised Grower;
- (c) if the DPI Agreement is terminated;
- (d) if the Authorised Grower commits a breach of this Deed that is not capable of being remedied; or
- (e) if the Authorised Grower commits a breach of this Deed that is capable of being remedied and the Authorised Grower fails to remedy the breach within 10 Business Days after being required to do so by written notice from Coregeo.

11 Consequences of termination

11.1 Consequences

If this Deed is terminated or expires:

- (a) Coregeo will have the right to remove the Trees (including all Fruit growing on those Trees) and any Propagating Material from the Authorised Property; and
- (b) the Authorised Grower must sell all Fruit harvested by it prior to the date of termination only to Authorised Marketers.

11.2 Without prejudice to accrued rights

The termination of this Deed in whole or in part will be without prejudice to any other accrued rights of any party arising in any way under this Deed prior to the date of termination, including the right to pursue all remedies available to either party at law or in equity.

11.3 Survival of terms

All provisions of this Deed which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

12 Confidentiality

12.1 Obligation of confidence

The Authorised Grower must:

- (a) maintain the confidential nature of the Confidential Information;
- (b) not disclose or otherwise provide any Confidential Information to any person except under clauses 12.1, 12.2 and 12.3 or with the prior written consent of Coregeo;
- (c) not use the Confidential Information for the Authorised Grower's own or another's advantage, or to the competitive disadvantage of Coregeo; and
- (d) not copy or duplicate or allow the copying or duplication of any Confidential Information.

12.2 Disclosure to Authorised Persons

The Authorised Grower may disclose Confidential Information to an Authorised Person provided that:

- (a) the Authorised Person has a need to know and then only to the extent that the Authorised Person has a need to know;
- (b) before disclosure, the Authorised Grower has notified Coregeo in writing of the name of the Authorised Person, the nature and extent of the Confidential Information to be disclosed and any other particulars as may be reasonably required by Coregeo;
- (c) before disclosure, the Authorised Grower has made the Authorised Person fully aware of the confidential nature of the Confidential Information and the terms of this clause 12; and
- (d) if requested by Coregeo, the Authorised Grower ensures that the Authorised Person signs a confidentiality deed in a form approved by Coregeo.

12.3 Permitted disclosure

The obligations of confidence under this clause 12 do not apply where the Authorised Grower is required by law to disclose specific Confidential Information, provided that the

Authorised Grower must give Coregeo reasonable prior notice of any proposed disclosure of Confidential Information including the form and content of the disclosure to be made.

12.4 Authorised Grower's obligations

If the Authorised Grower discloses Confidential Information to any person, including an Authorised Person, the Authorised Grower must ensure that the person receiving the Confidential Information:

- (a) maintains its confidential nature and complies with the terms of this clause 12 as if that person were the Authorised Grower;
- (b) does not do or omit to do anything that, if done by the Authorised Grower, would constitute a breach of its obligations of confidence under this clause 12; or
- (c) does not do or omit to do anything that would cause that person to be in breach of the deed required to be entered into under clause 12.2(d).

12.5 Security and control

The Authorised Grower must:

- (a) take all reasonable proper and effective precautions to maintain the confidential nature of the Confidential Information; and
- (b) immediately notify Coregeo of any potential, suspected or actual unauthorised access, disclosure, copying or use or breach of this clause 12.

12.6 Authorised Grower's acknowledgments

The Authorised Grower acknowledges and agrees that the Confidential Information constitutes valuable and proprietary information of Coregeo and any breach of this clause 12 will diminish the value of Coregeo's business or assets.

12.7 Return and destruction

If requested to do so by Coregeo, the Authorised Grower must immediately cease all use of the Confidential Information and must, at its own expense:

- (a) return to Coregeo or destroy, as Coregeo directs, all documentation comprising of or containing the Confidential Information which is in the possession, power or control of the Authorised Grower or the Authorised Grower's Authorised Persons;
- (b) delete any Confidential Information that has been entered into a computer, database or other electronic means of data or information storage by the Authorised Grower or the Authorised Grower's Authorised Persons; and
- (c) provide to Coregeo a statutory declaration duly executed by the Authorised Grower confirming that the Authorised Grower has complied with all of its obligations under this clause 12.7 regarding the return and/or destruction of the Confidential Information.

12.8 No release

Return or destruction of Confidential Information does not release the Authorised Grower from its obligations of confidence under this clause 12.

13 Insurance

13.1 Insurance policies

The Authorised Grower will effect at its own cost:

- (a) a public liability insurance policy which will cover liability to the public for an amount not less than \$5 million in respect of all accidents occurring at the Authorised Property; and
- (b) a product liability insurance policy which will cover liability to the public for an amount not less than \$5 million in respect of all Fruit harvested by the Authorised Grower.

13.2 Maintenance of insurance policies

The insurance policies referred to in this clause must be taken out before the Commencement Date and must be maintained during the term of this Deed and for a minimum of 120 days after the termination or expiry of this deed.

13.3 Certificate of currency

The Authorised Grower must, on request by Coregeo, provide a certificate of currency or other similar documentation for the insurance policies required to be maintained under this clause 12.

14 GST

14.1 GST, if any, not included

Unless this agreement expressly states otherwise, any and all Payments do not include any amount of GST.

14.2 Recovery of GST

If a supply under this agreement is a taxable supply, the recipient of the taxable supply must pay the Additional Amount to the supplier.

14.3 Payment of any Additional Amount

The recipient must pay any Additional Amount at the same time and in the same manner as the relevant Payment is due and payable. However, the recipient need not pay the Additional Amount until the supplier gives the recipient a Tax Invoice.

14.4 Adjustment of any Additional Amount

If the Additional Amount differs from the GST payable by the supplier, the parties must do all things necessary to:

- (a) adjust the Additional Amount, so that the Additional Amount is the same as the GST payable by the supplier; and
- (b) ensure the relevant party issues an adjustment note.

14.5 Reimbursement or indemnity payments

- (a) If a party is entitled to be reimbursed or indemnified under or in connection with this agreement, the amount to be reimbursed or indemnified does not include any amount on account of GST for which the party being reimbursed or indemnified may claim an input tax credit.
- (b) A party will be assumed to be entitled to a full input tax credit unless it demonstrates that its entitlement is otherwise before the date when payment must be made.

15 Indemnities

15.1 Indemnity

The Authorised Grower indemnifies Coregeo in relation to any Claim against Coregeo and for any Loss incurred by Coregeo arising from or in connection with:

- (a) any breach of this Deed by the Authorised Grower;
- (b) any material inaccuracies in the Reports or any other information regarding the Trees, Fruit or the Evaluation provided to Coregeo by the Authorised Grower;
- (c) the termination of this Deed because of a breach by the Authorised Grower; or
- (d) any willful, unlawful or negligent act or omission by the Authorised Grower or any of its officers, employees or agents.

15.2 Continuing obligations

Each indemnity in this clause 15 is a continuing obligation.

16 No warranty, exclusion and limitation of liability

16.1 No warranty - general

To the extent permitted by law, all warranties that might otherwise be implied into this Deed, including warranties as to merchantability or fitness for purpose, are expressly excluded.

16.2 No warranty – specific

For the avoidance of doubt, Coregeo does not warrant that the Trees or Fruit:

- (a) will be suitable for any specific purpose;
- (b) are or will be free of any viruses; or
- (c) are or will be free of any pests or diseases.

16.3 Exclusion of liability

To the fullest extent permitted by law, Coregeo will not be liable for any Loss incurred by the Authorised Grower which arises out of or in connection with the Authorised Grower

growing the Trees or Fruit, supplying the Fruit to an Authorised Marketer or otherwise participating in the Evaluation.

16.4 Limitation of liability

Where any Act, law or statute implies in this Deed any term, condition or warranty and that Act, law or statute avoids or prohibits a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in this Deed. However, the liability of Coregeo for any breach of such term, condition or warranty will be limited, at the option of Coregeo, to:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of the equivalent goods;
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (b) if the breach relates to services:
 - (i) the supply of the services; or
 - (ii) the payment of the cost of having the services supplied again.

17 Assignment

17.1 Coregeo

Coregeo may assign its rights under this Deed in its absolute discretion.

17.2 Authorised Grower

The Authorised Grower must not assign its rights under this Deed or sub-contract all or any part of its obligations under this Deed without Coregeo's prior written consent.

18 Severance

If any provision of this Deed is:

- (a) void;
- (b) voidable by a party,
- (c) unenforceable; or
- (d) illegal,

it is to be read down so as to be valid and enforceable or, if it can not be read down, the provision is or, where possible, the offending words are to be severed from this Deed without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this Deed.

19 Entire Agreement

This Deed is the entire agreement between the parties about its subject matter and supersedes all previous communications, representations or agreements between the parties on the subject matter.

20 Notices

20.1 General

Unless stated otherwise in this Deed, a notice, consent, approval, waiver or other communication in connection with this Deed must be in writing in English and signed by the sender or a person authorised by the sender.

20.2 How to give a notice

In addition to any other lawful means, notices may be:

- (a) delivered personally to a party or left at a party's current address for notices (as set out in clause 20.7 as amended from time to time);
- (b) sent by pre-paid mail to a party's current address for notices (as set out in clause 20.7 as amended from time to time); or
- (c) transmitted by facsimile to a party's current fax number for notices (as set out in clause 20.7 as amended from time to time).

20.3 When effective

Notices take effect from the time they are received (or deemed to have been received), unless a later time is specified.

20.4 After hours communications

If a notice is received after 5.00 pm in the place of receipt, or on a day which is not a Business Day, that notice is deemed to have been received at 9.00 am on the next Business Day.

20.5 Notices by post

If a notice is sent by pre-paid mail, that notice is deemed to have been received on the third Business Day after posting.

20.6 Notices by facsimile

If a notice is transmitted by facsimile, that notice is deemed to have been received when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on the report.

20.7 Delivery addresses

The details for delivery of notices are:

39 O'Connell Street
North Melbourne VIC 3051
Fax 61 3 9239 3511
E-mail jdurham@apal.org.au
Attention: Jon Durham

In the case of the Authorised Grower, as set out in item 7 of Schedule 1.

20.8 Amendment of delivery details

A party may amend its details for delivery of notices from time to time by notice to the other parties.

21 Variation

This Deed may be amended or varied from time to time by Deed in writing signed by both parties.

22 Waiver

22.1 No waiver

If a party:

- (a) fails to exercise any right given by or under this Deed,
- (b) permits a relaxation or indulgence to another party; or
- (c) does not exercise any right fully or at a given time,

then that is not a waiver of that right, and the party may still exercise it later.

22.2 Waiver must be in writing

A provision of this Deed or a right created under it, may not be waived except in writing signed by the parties to be bound.

23 Dispute resolution

23.1 Dispute

If a dispute arises between the parties in relation to this Deed and the parties fail to resolve it within 20 Business Days, then either party may serve a mediation notice on the other party within 10 Business Days.

23.2 Mediator

The parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within five Business Days of service of the mediation notice, either party may apply to the president of the *Law Institute of Victoria* to appoint a mediator. The cost of the mediator must be borne equally by both parties.

23.3 Mediation unsuccessful

If the dispute is not resolved within 20 Business Days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

23.4 Injunctive relief

This clause is without prejudice to or limitation to the rights of Coregeo to seek urgent injunctive relief against the Authorised Grower at any time.

24 Applicable law and jurisdiction

24.1 Governing law

This Deed is governed by the law in force in the State of Victoria and the Commonwealth of Australia.

24.2 Jurisdiction of courts

The parties submit to the non-exclusive jurisdiction of courts of the State of Victoria and the Commonwealth of Australia including the Federal Court and any courts that may hear appeals from those courts about any proceedings in connection with this Deed.

24.3 Any jurisdiction

This clause is without prejudice to or limitation to the rights of Coregeo to commence proceedings or other action against the Authorised Grower in any jurisdiction

25 Costs

Each party shall pay its own legal and other costs and expenses in connection with the preparation of this Deed, except that any stamp duty payable on the Deed shall be paid by the Authorised Grower.

26 Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one Deed.

EXECUTED as a Deed

Schedule 1 - Contract Details

Items to be completed and initialled by both parties

1. (Date) _____
(*dd/mm/yy - insert date of execution*)
2. (Authorised Grower) _____
3. (Commencement Date) _____
(*insert date*)
4. (Expiry Date) _____
(*insert date*)
6. (Authorised Property) _____
7. (Authorised Grower Contact Details)
Name:
Address:
Phone:
Facsimile:
E-mail:
8. (Testing Fee) _____
(*insert amount*)
9. (Number of Trees) _____
(*insert number of Trees to be supplied*)

Schedule 2- Variety

[insert details of variety]

DRAFT

Signing Page

DATED:

EXECUTED by **APPLE AND PEAR AUSTRALIA LIMITED ACN 101 551 348** by being signed by Jon Durham under the authority delegated to him dated 31 July 2008, in the presence of:

Signature of witness

Signature of Jon Durham

Name of witness *(please print)*

EXECUTED by **#[COMPANY NAME] ACN #** by being signed by the following officers:

Signature of director

Signature of director / company secretary

Name of director *(please print)*

Name of director / company secretary *(please print)*

SIGNED SEALED AND DELIVERED by)
#[NAME] in the presence of :)

Signature of witness

Signature of #[Name]

Name of witness *(please print)*



Hall&Wilcox
Lawyers

Attachment 2

Evaluation Deed

Apple and Pear Australia Limited trading as 'Coregeo Australia'
The party named in item 2 of Schedule 1

DRAFT

Level 30
Bourke Place
600 Bourke Street
Melbourne Vic 3000
DX 320

Telephone +61 3 9603 3555
Facsimile +61 3 9670 9632
www.hallandwilcox.com.au

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Date**Parties**

Apple and Pear Australia Limited ACN 101 551 348, trading as 'Coregeo Australia' of 39 O'Connell Street, North Melbourne, Victoria, Australia (**Coregeo**)

The party named in item 2 of Schedule 1 (**the Authorised Grower**)

Recitals

- A DPI has bred the Variety.
- B Under the DPI Agreement, Coregeo has been appointed to conduct the Evaluation.
- C The Authorised Grower wishes to grow the Trees at the Authorised Property for the purpose of the Evaluation.
- D Coregeo has agreed to supply Trees to the Authorised Grower and permit the Authorised Grower to grow the Trees for the purpose of the Evaluation, on the terms and conditions set out in this Deed.

Terms of this Deed

1 Definitions and Interpretation**1.1 Definitions**

In this Deed, including the Recitals and the Schedules, unless the context otherwise requires:

Additional Amount means:

- (a) an amount equal to a Payment multiplied by the applicable GST rate; and
- (b) any penalties or interest or both imposed by the GST Act.

Authorised Marketers means the domestic or export marketers for Fruit appointed by Coregeo from time to time, which Coregeo will notify the Authorised Grower of.

Authorised Persons means in relation to a party:

- (a) the directors, secretary or any other person appointed to act as an authorised officer of that party;
- (b) the employees of that party;
- (c) the legal, financial and other advisers of that party; and
- (d) the respective officers and employees of those legal, financial and other advisers.

Authorised Property means the property specified in item 6 of Schedule 1.

Business Day means a day on which trading banks are open for business in Melbourne, other than a Saturday, Sunday or gazetted public holiday.

Claim means a claim, action, proceeding, judgment or demand made or brought by or against a party, however arising and whether present, unascertained, future or contingent.

Change in Control means, in relation to a party:

- (a) the person who Controls party at the date that party first became a party to this agreement subsequently ceases to have Control of party;
- (b) a person who does not Control party at the date that party first became a party to this agreement subsequently obtains Control of party; or
- (c) if party is Controlled by a group or consortium of persons, or if the group or consortium could Control party were they to act collectively, any material change in the composition of that group or consortium.

Commencement Date means the date specified in item 3 of Schedule 1.

Control in has the meaning set out in section 50AA of the *Corporations Act 2001* (Cth).

Confidential Information means:

- (a) the terms of this agreement and its subject matter;
- (b) the existence of this agreement and the Evaluation;
- (c) Information disclosed to the Authorised Grower or the Authorised Grower's Authorised Persons by Coregeo or Coregeo's Authorised Persons, before or after the date of this agreement, that is expressly designated at the time of disclosure as confidential by Coregeo; and
- (d) Information that is not generally available in the public domain,

but does not include Information that:

- (e) the Authorised Grower can prove by contemporaneous written documentation was in the lawful possession of the Authorised Grower before Coregeo had any dealings with the Authorised Grower or was independently generated by the Authorised Grower or on its behalf;
- (f) is in the public domain otherwise than as a result of a breach of clause 12 or any other obligation of confidentiality owed to Coregeo; or
- (g) was legally and properly obtained by the Authorised Grower from any other source without restriction on further disclosure.

Deed means this Deed, including all schedules.

DPI means the State of Victoria as represented by its Department of Primary Industries.

DPI Agreement means the agreement between Coregeo and DPI regarding the Evaluation of the Variety by Coregeo.

Expiry Date means the date set out in item 4 of Schedule 1.

Evaluation means the testing and evaluation of the commercialisation potential of the Variety, including, without limitation, the commercialisation potential of the Variety in the Australian fresh pear market and pear export markets services by the Australian pear industry.

Fruit means pears of the Variety harvested from the Trees.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all associated legislation and regulations.

Information means information regardless of form relating to or developed in connection with APAL, the DPI, the Evaluation, the Trees, Fruit or Propagating Material.

Insolvency Event means:

- (a) the appointment of a controller to the property of the Authorised Grower;
- (b) the appointment of an administrator in respect of the Authorised Grower;
- (c) the Authorised Grower failing to comply with a statutory demand within the period for compliance;
- (d) the making of a winding up, liquidation or bankruptcy order by a court in respect of the Authorised Grower;
- (e) the passing of a resolution for winding up of the Authorised Grower; or
- (f) any other similar event occurring.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent including, without limitation, indirect or consequential loss or damage.

Payment means:

- (a) the amount of the Testing Fee or any other sum payable in connection with a supply under this Deed; and
- (b) the GST exclusive equivalent market value of any non monetary consideration in connection with a supply under this agreement as reasonably determined by the supplier.

Permitted Persons means persons permitted by the Authorised Grower to access the Trees on the Authorised Property to the extent necessary for the Authorised Grower to fulfil its obligations under this Deed.

Propagating Material means all propagating material in respect of the Trees including, without limitation, pear rootstock BP1 from which the Trees have been harvested.

Reports means the reports provided to Coregeo by the Authorised Grower pursuant to clause 9.1.

Testing Fee means the fee specified in item 8 of Schedule 1.

Trees mean trees of the Variety which are supplied to the Authorised Grower by Coregeo.

Variety means the pear varieties specified in Schedule 2.

1.2 Interpretation

In this Deed, headings are inserted for convenience only and do not affect the interpretation of this Deed, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (d) a reference to:
 - (i) a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
 - (ii) a party includes the party's executors, legal personal representatives, successors, transferees and permitted assigns;
 - (iii) a part, clause, schedule or party is a reference to a part, clause or schedule of, or a party to, this Deed;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation;
 - (vi) this Deed includes the recitals and any schedules, annexures, exhibits or attachments to this Deed;
 - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (viii) legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under that legislation;
 - (ix) a law includes any statute, regulation, by-law, scheme, determination, ordinance, rule or other statutory provision (whether Commonwealth, State or municipal); and

- (x) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day.

2 Term

This Deed commences on the Commencement Date and will continue until the Expiry Date, unless terminated earlier pursuant to clause 10.

3 Appointment and supply of Trees

3.1 Appointment

From the Commencement Date, Coregeo appoints the Authorised Grower to:

- (a) grow the Trees for the purpose of the Evaluation in accordance with clause 4;
- (b) supply the Fruit to Authorised Marketers in accordance with clause 4; and
- (c) provide Coregeo with the Reports.

3.2 Supply of Trees

When the Authorised Grower pays the Testing Fee in accordance with clause 7, Coregeo will supply to the Authorised Grower the number of Trees specified in item 9 of Schedule 1.

4 Authorised Grower's Obligations

4.1 Planting and growing of Trees

The Authorised Grower must plant the Trees and grow the Trees on the Authorised Property.

4.2 No dealings with the Trees

The Authorised Grower must not sell or otherwise dispose of Propagating Material or the Trees, unless expressly authorised to do so under this Deed or by Coregeo in writing.

4.3 Non-Propagation

The Authorised Grower must not in any way, without Coregeo's prior written consent (which, in turn, may require the consent of DPI):

- (a) propagate Trees, including, without limitation, reworking existing pear trees into Trees of the Variety; or
- (b) make any other use of the Propagating Material.

4.4 No other purpose

The Authorised Grower must use the Trees and Fruit only for the purpose of being involved in the Evaluation in accordance with this Deed and must not use the Trees or Fruit for any other purpose without Coregeo's prior approval in writing.

4.5 Supply of Fruit

The Authorised Grower must only sell or otherwise supply the Fruit to an Authorised Marketer.

4.6 Coregeo's directions

The Authorised Grower must comply with any directions from Coregeo in relation to the Trees or the Fruit.

4.7 Accuracy of Reports

The Authorised Grower warrants to Coregeo that the Reports and the content of the Reports will be true and accurate.

4.8 Planting map

The Authorised Grower must provide Coregeo with a planting map identifying the location of the parcels of land on which the Trees will be grown on the Authorised Property and must notify Coregeo of any changes to the location of the Trees on the Authorised Property.

4.9 Change in use of Authorised Property

The Authorised Grower must notify Coregeo in writing of any use of the Authorised Property that may interfere with the Authorised Grower growing the Trees in accordance with this Deed.

4.10 Notice of proposal

The Authorised Grower must, no less than 60 days prior to any proposed change of Control of the Authorised Grower, sale of the business of the Authorised Grower or change in ownership of the Authorised Property, give written notice to Coregeo of such proposal.

4.11 Compliance with laws

The Authorised Grower must comply with all laws and with all applicable codes of conduct in relation to the growing of the Trees or the harvesting or supply of the Fruit.

4.12 Security

The Authorised Grower will take all steps necessary to prevent anyone other than the Permitted Persons accessing the Trees, the Propagating Material or the Fruit.

5 Acknowledgements

The Authorised Grower acknowledges that:

- (a) the Trees and Propagating Material remain the property of Coregeo and no ownership of or title to the Trees or Propagating Material will vest in the Authorised Grower, whether pursuant to this Deed or otherwise;

- (b) any intellectual property rights in respect of the Trees, Propagating Material or Fruit are and will remain the property of DPI; and
- (c) at any time during the term or following the termination of this Deed, Coregeo may remove some or all of the Trees (including all Fruit growing on those Trees) or any Propagating Material from the Authorised Property, without any obligation for Coregeo to provide the Authorised Grower with reasons for the removal.

6 Right to enter Authorised Property

6.1 Licence to enter Authorised Property

On Coregeo giving one Business Days notice, the Authorised Grower must allow Coregeo or any person authorised by Coregeo to enter the Authorised Property for the purpose of:

- (a) inspecting the Trees and any Fruit at the Authorised Property; or
- (b) removing the Trees and any Propagating Material from the Authorised Property pursuant to clauses 5(c) or 11.1(a).

The Authorised Grower acknowledges that, upon Coregeo providing the notice referred to in this clause 6.1, Coregeo or its authorised persons will have an unrestricted and irrevocable right of entry to the Authorised Property on as many occasions as it requires in order to complete the relevant inspection or removal.

6.2 Profit a prendre

The Authorised Grower acknowledges and agrees that the right of Coregeo, or any person authorised by Coregeo, to enter the Authorised Property conferred by clauses 5(c), 6.1(b) and 11.1(a) constitutes a profit a prendre over the Authorised Property in favour of Coregeo.

6.3 Caveat

The Authorised Grower acknowledges that Coregeo may register a caveat on the title of the Authorised Property in respect of the profit a prendre referred to in clause 6.2.

6.4 Cessation of rights

When all Trees, Fruit and Propagating Material have been removed from the Authorised Property by Coregeo or any person authorised by Coregeo:

- (a) the rights granted to Coregeo under this clause 6 cease; and
- (b) Coregeo will arrange for the release of any caveat registered over the Authorised Property by Coregeo pursuant to this clause 6.

7 Testing Fee

7.1 Payment of Testing Fee

The Authorised Grower will pay the Testing Fee to Coregeo within 5 Business Days of the Commencement Date.

7.2 Interest on overdue payments

If the Authorised Grower does not pay the Testing Fee any other amounts due under this agreement to Coregeo by the due date for payment, the Authorised Grower will be in default and must pay interest on the amount outstanding:

- (a) from the time that amount is due until that amount is paid in full; and
- (b) at the rate fixed from time to time by the Attorney General under the *Penalty Interest Rates Act 1983* (Vic).

Coregeo's right to require payment of interest does not affect any other rights and remedies it may have regarding the default.

8 Mutation or sport

8.1 Ownership

If the Authorised Grower becomes aware of any mutation or sport of the Trees arising by any means, the Authorised Grower must immediately notify Coregeo of the relevant mutation or sport. The Authorised Grower acknowledges that DPI will be entitled to ownership of all intellectual property in any relevant mutation or sport.

8.2 Assignment

The Authorised Grower assigns to Coregeo all intellectual property rights in any mutation or sport referred to in clause 8.1 immediately upon such intellectual property rights vesting. Coregeo may assign those intellectual property rights to DPI.

9 Reports and records

9.1 Reporting

During the Term the Authorised Grower will, within seven days from the end of each calendar quarter, provide to Coregeo a written report in the format prescribed by Coregeo and to Coregeo's satisfaction dealing with:

- (a) the progress of the growing of the Trees and the harvesting of Fruit during that quarter;
- (b) the amount of Fruit sold by the Authorised Grower during that quarter and the details of the Authorised Marketer to whom the Fruit was sold; and
- (c) such other information as Coregeo may reasonably require from time to time.

9.2 Use of Reports by Coregeo

The Authorised Grower acknowledges that:

- (a) Coregeo will rely on the Reports and other information regarding the Trees, Fruit or the Evaluation provided to Coregeo by the Authorised Grower; and

- (b) Coregeo may provide the Reports, any information or data contained in the Reports and any other information provided to Coregeo by the Authorised Grower to any third parties Coregeo considers appropriate including, without limitation, other parties involved in the Evaluation, the DPI, or any persons interested in being involved in the commercialisation of the Variety.

9.3 Records

The Authorised Grower will:

- (a) keep at the Authorised Property true, accurate and complete records of all particulars relating to the growing, possession and use of the Trees and the harvesting and supply or Fruit; and
- (b) preserve and keep available all such records for a period of not less than seven years from the date of their creation.

9.4 Availability of records

Within 5 Business Days of receiving a written request from Coregeo, the Authorised Grower will promptly make available for inspection by or provide to Coregeo or a nominated representative of Coregeo, the records referred to in clause 9.3 (or any part of them as so requested), and any other reports, documents and other information concerning the possession and use of the Trees or Fruit that Coregeo may from time to time reasonably require.

10 Termination

10.1 Coregeo may terminate without cause

Coregeo may terminate this Deed for any reason by giving 20 Business Days' notice in writing to the Authorised Grower.

10.2 Coregeo may terminate for cause

Without limiting clause 10.1, Coregeo may terminate this Deed effective immediately on providing written notice of termination to the Authorised Grower in any of the following circumstances:

- (a) where an Insolvency Event occurs in respect of the Authorised Grower;
- (b) if there is a Change in Control of the Authorised Grower;
- (c) if the DPI Agreement is terminated;
- (d) if the Authorised Grower commits a breach of this Deed that is not capable of being remedied; or
- (e) if the Authorised Grower commits a breach of this Deed that is capable of being remedied and the Authorised Grower fails to remedy the breach within 10 Business Days after being required to do so by written notice from Coregeo.

11 Consequences of termination

11.1 Consequences

If this Deed is terminated or expires:

- (a) Coregeo will have the right to remove the Trees (including all Fruit growing on those Trees) and any Propagating Material from the Authorised Property; and
- (b) the Authorised Grower must sell all Fruit harvested by it prior to the date of termination only to Authorised Marketers.

11.2 Without prejudice to accrued rights

The termination of this Deed in whole or in part will be without prejudice to any other accrued rights of any party arising in any way under this Deed prior to the date of termination, including the right to pursue all remedies available to either party at law or in equity.

11.3 Survival of terms

All provisions of this Deed which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

12 Confidentiality

12.1 Obligation of confidence

The Authorised Grower must:

- (a) maintain the confidential nature of the Confidential Information;
- (b) not disclose or otherwise provide any Confidential Information to any person except under clauses 12.1, 12.2 and 12.3 or with the prior written consent of Coregeo;
- (c) not use the Confidential Information for the Authorised Grower's own or another's advantage, or to the competitive disadvantage of Coregeo; and
- (d) not copy or duplicate or allow the copying or duplication of any Confidential Information.

12.2 Disclosure to Authorised Persons

The Authorised Grower may disclose Confidential Information to an Authorised Person provided that:

- (a) the Authorised Person has a need to know and then only to the extent that the Authorised Person has a need to know;
- (b) before disclosure, the Authorised Grower has notified Coregeo in writing of the name of the Authorised Person, the nature and extent of the Confidential

Information to be disclosed and any other particulars as may be reasonably required by Coregeo;

- (c) before disclosure, the Authorised Grower has made the Authorised Person fully aware of the confidential nature of the Confidential Information and the terms of this clause 12; and
- (d) if requested by Coregeo, the Authorised Grower ensures that the Authorised Person signs a confidentiality deed in a form approved by Coregeo.

12.3 Permitted disclosure

The obligations of confidence under this clause 12 do not apply where the Authorised Grower is required by law to disclose specific Confidential Information, provided that the Authorised Grower must give Coregeo reasonable prior notice of any proposed disclosure of Confidential Information including the form and content of the disclosure to be made.

12.4 Authorised Grower's obligations

If the Authorised Grower discloses Confidential Information to any person, including an Authorised Person, the Authorised Grower must ensure that the person receiving the Confidential Information:

- (a) maintains its confidential nature and complies with the terms of this clause 12 as if that person were the Authorised Grower;
- (b) does not do or omit to do anything that, if done by the Authorised Grower, would constitute a breach of its obligations of confidence under this clause 12; or
- (c) does not do or omit to do anything that would cause that person to be in breach of the deed required to be entered into under clause 12.2(d).

12.5 Security and control

The Authorised Grower must:

- (a) take all reasonable proper and effective precautions to maintain the confidential nature of the Confidential Information; and
- (b) immediately notify Coregeo of any potential, suspected or actual unauthorised access, disclosure, copying or use or breach of this clause 12.

12.6 Authorised Grower's acknowledgments

The Authorised Grower acknowledges and agrees that the Confidential Information constitutes valuable and proprietary information of Coregeo and any breach of this clause 12 will diminish the value of Coregeo's business or assets.

12.7 Return and destruction

If requested to do so by Coregeo, the Authorised Grower must immediately cease all use of the Confidential Information and must, at its own expense:

- (a) return to Coregeo or destroy, as Coregeo directs, all documentation comprising of or containing the Confidential Information which is in the possession, power or control of the Authorised Grower or the Authorised Grower's Authorised Persons;
- (b) delete any Confidential Information that has been entered into a computer, database or other electronic means of data or information storage by the Authorised Grower or the Authorised Grower's Authorised Persons; and
- (c) provide to Coregeo a statutory declaration duly executed by the Authorised Grower confirming that the Authorised Grower has complied with all of its obligations under this clause 12.7 regarding the return and/or destruction of the Confidential Information.

12.8 No release

Return or destruction of Confidential Information does not release the Authorised Grower from its obligations of confidence under this clause 12.

13 Insurance

13.1 Insurance policies

The Authorised Grower will effect at its own cost:

- (a) a public liability insurance policy which will cover liability to the public for an amount not less than \$5 million in respect of all accidents occurring at the Authorised Property; and
- (b) a product liability insurance policy which will cover liability to the public for an amount not less than \$5 million in respect of all Fruit harvested by the Authorised Grower.

13.2 Maintenance of insurance policies

The insurance policies referred to in this clause must be taken out before the Commencement Date and must be maintained during the term of this Deed and for a minimum of 120 days after the termination or expiry of this deed.

13.3 Certificate of currency

The Authorised Grower must, on request by Coregeo, provide a certificate of currency or other similar documentation for the insurance policies required to be maintained under this clause 12.

14 GST

14.1 GST, if any, not included

Unless this agreement expressly states otherwise, any and all Payments do not include any amount of GST.

14.2 Recovery of GST

If a supply under this agreement is a taxable supply, the recipient of the taxable supply must pay the Additional Amount to the supplier.

14.3 Payment of any Additional Amount

The recipient must pay any Additional Amount at the same time and in the same manner as the relevant Payment is due and payable. However, the recipient need not pay the Additional Amount until the supplier gives the recipient a Tax Invoice.

14.4 Adjustment of any Additional Amount

If the Additional Amount differs from the GST payable by the supplier, the parties must do all things necessary to:

- (a) adjust the Additional Amount, so that the Additional Amount is the same as the GST payable by the supplier; and
- (b) ensure the relevant party issues an adjustment note.

14.5 Reimbursement or indemnity payments

- (a) If a party is entitled to be reimbursed or indemnified under or in connection with this agreement, the amount to be reimbursed or indemnified does not include any amount on account of GST for which the party being reimbursed or indemnified may claim an input tax credit.
- (b) A party will be assumed to be entitled to a full input tax credit unless it demonstrates that its entitlement is otherwise before the date when payment must be made.

15 Indemnities

15.1 Indemnity

The Authorised Grower indemnifies Coregeo in relation to any Claim against Coregeo and for any Loss incurred by Coregeo arising from or in connection with:

- (a) any breach of this Deed by the Authorised Grower;
- (b) any material inaccuracies in the Reports or any other information regarding the Trees, Fruit or the Evaluation provided to Coregeo by the Authorised Grower;
- (c) the termination of this Deed because of a breach by the Authorised Grower; or
- (d) any willful, unlawful or negligent act or omission by the Authorised Grower or any of its officers, employees or agents.

15.2 Continuing obligations

Each indemnity in this clause 15 is a continuing obligation.

16 No warranty, exclusion and limitation of liability

16.1 No warranty - general

To the extent permitted by law, all warranties that might otherwise be implied into this Deed, including warranties as to merchantability or fitness for purpose, are expressly excluded.

16.2 No warranty – specific

For the avoidance of doubt, Coregeo does not warrant that the Trees or Fruit:

- (a) will be suitable for any specific purpose;
- (b) are or will be free of any viruses; or
- (c) are or will be free of any pests or diseases.

16.3 Exclusion of liability

To the fullest extent permitted by law, Coregeo will not be liable for any Loss incurred by the Authorised Grower which arises out of or in connection with the Authorised Grower growing the Trees or Fruit, supplying the Fruit to an Authorised Marketer or otherwise participating in the Evaluation.

16.4 Limitation of liability

Where any Act, law or statute implies in this Deed any term, condition or warranty and that Act, law or statute avoids or prohibits a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in this Deed. However, the liability of Coregeo for any breach of such term, condition or warranty will be limited, at the option of Coregeo, to:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of the equivalent goods;
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (b) if the breach relates to services:
 - (i) the supply of the services; or
 - (ii) the payment of the cost of having the services supplied again.

17 Assignment

17.1 Coregeo

Coregeo may assign its rights under this Deed in its absolute discretion.

17.2 Authorised Grower

The Authorised Grower must not assign its rights under this Deed or sub-contract all or any part of its obligations under this Deed without Coregeo's prior written consent.

18 Severance

If any provision of this Deed is:

- (a) void;
- (b) voidable by a party,
- (c) unenforceable; or
- (d) illegal,

it is to be read down so as to be valid and enforceable or, if it can not be read down, the provision is or, where possible, the offending words are to be severed from this Deed without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this Deed.

19 Entire Agreement

This Deed is the entire agreement between the parties about its subject matter and supersedes all previous communications, representations or agreements between the parties on the subject matter.

20 Notices

20.1 General

Unless stated otherwise in this Deed, a notice, consent, approval, waiver or other communication in connection with this Deed must be in writing in English and signed by the sender or a person authorised by the sender.

20.2 How to give a notice

In addition to any other lawful means, notices may be:

- (a) delivered personally to a party or left at a party's current address for notices (as set out in clause 20.7 as amended from time to time);
- (b) sent by pre-paid mail to a party's current address for notices (as set out in clause 20.7 as amended from time to time); or
- (c) transmitted by facsimile to a party's current fax number for notices (as set out in clause 20.7 as amended from time to time).

20.3 When effective

Notices take effect from the time they are received (or deemed to have been received), unless a later time is specified.

20.4 After hours communications

If a notice is received after 5.00 pm in the place of receipt, or on a day which is not a Business Day, that notice is deemed to have been received at 9.00 am on the next Business Day.

20.5 Notices by post

If a notice is sent by pre-paid mail, that notice is deemed to have been received on the third Business Day after posting.

20.6 Notices by facsimile

If a notice is transmitted by facsimile, that notice is deemed to have been received when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on the report.

20.7 Delivery addresses

The details for delivery of notices are:

39 O'Connell Street
North Melbourne VIC 3051
Fax 61 3 9239 3511
E-mail jdurham@apal.org.au
Attention: Jon Durham

In the case of the Authorised Grower, as set out in item 7 of Schedule 1.

20.8 Amendment of delivery details

A party may amend its details for delivery of notices from time to time by notice to the other parties.

21 Variation

This Deed may be amended or varied from time to time by Deed in writing signed by both parties.

22 Waiver

22.1 No waiver

If a party:

- (a) fails to exercise any right given by or under this Deed,
- (b) permits a relaxation or indulgence to another party; or
- (c) does not exercise any right fully or at a given time,

then that is not a waiver of that right, and the party may still exercise it later.

22.2 Waiver must be in writing

A provision of this Deed or a right created under it, may not be waived except in writing signed by the parties to be bound.

23 Dispute resolution

23.1 Dispute

If a dispute arises between the parties in relation to this Deed and the parties fail to resolve it within 20 Business Days, then either party may serve a mediation notice on the other party within 10 Business Days.

23.2 Mediator

The parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within five Business Days of service of the mediation notice, either party may apply to the president of the *Law Institute of Victoria* to appoint a mediator. The cost of the mediator must be borne equally by both parties.

23.3 Mediation unsuccessful

If the dispute is not resolved within 20 Business Days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

23.4 Injunctive relief

This clause is without prejudice to or limitation to the rights of Coregeo to seek urgent injunctive relief against the Authorised Grower at any time.

24 Applicable law and jurisdiction

24.1 Governing law

This Deed is governed by the law in force in the State of Victoria and the Commonwealth of Australia.

24.2 Jurisdiction of courts

The parties submit to the non-exclusive jurisdiction of courts of the State of Victoria and the Commonwealth of Australia including the Federal Court and any courts that may hear appeals from those courts about any proceedings in connection with this Deed.

24.3 Any jurisdiction

This clause is without prejudice to or limitation to the rights of Coregeo to commence proceedings or other action against the Authorised Grower in any jurisdiction

25 Costs

Each party shall pay its own legal and other costs and expenses in connection with the preparation of this Deed, except that any stamp duty payable on the Deed shall be paid by the Authorised Grower.

26 Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one Deed.

EXECUTED as a **Deed**

DRAFT

Schedule 1 - Contract Details

Items to be completed and initialled by both parties

1. (Date) _____
(dd/mm/yy - insert date of execution)
2. (Authorised Grower) _____
3. (Commencement Date) _____
(insert date)
4. (Expiry Date) _____
(insert date)
6. (Authorised Property) _____
7. (Authorised Grower Contact Details)
Name:
Address:
Phone:
Facsimile:
E-mail:
8. (Testing Fee) _____
(insert amount)
9. (Number of Trees) _____
(insert number of Trees to be supplied)

Schedule 2- Variety

[insert details of variety]

DRAFT

Signing Page

DATED:

EXECUTED by **APPLE AND PEAR AUSTRALIA LIMITED ACN 101 551 348**
by being signed by Jon Durham under the
authority delegated to him dated 31 July 2008,
in the presence of:

.....
Signature of witness

.....
Signature of Jon Durham

.....
Name of witness *(please print)*

EXECUTED by **#[COMPANY NAME]**
ACN # by being signed by the following
officers:

.....
Signature of director

.....
Signature of director / company secretary

.....
Name of director *(please print)*

.....
Name of director / company secretary *(please print)*

SIGNED SEALED AND DELIVERED by)
#[NAME] in the presence of :)

.....
Signature of witness

.....
Signature of **#[Name]**

.....
Name of witness *(please print)*

Evaluation Criteria For COREGEO Varieties.

Year: 2014

Variety: ANP 0118

Date: 21/01/2014

Site: Ian Bolitho Northern Victoria

Bloom: Light

Medium

Heavy

Fruit Set: Light

Medium

Heavy

Mean Fruit Weight (gms):

175

Mean Fruit Firmness (kg) :

4.8

Mean Fruit Length :

81.1

Mean Soluble Solids (Brix%) :

13.9

Mean Fruit Width :

64.1

Mean Starch Rating (score 1-6) :

N/A

Appearance Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		

Flavour Rating:

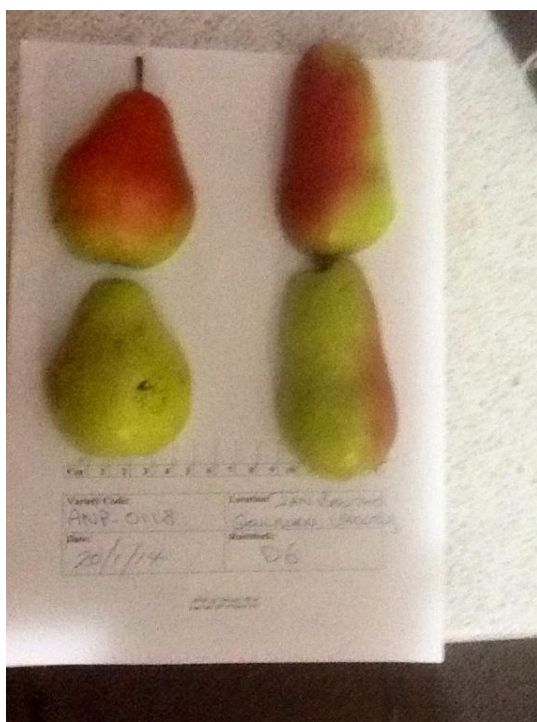
Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		*

Pest/Disease Resistance

Poor	Fair	Good
		*

Notes:

Fruit average size, trees quite vigour's lot of shaded fruit. Fruit out in the open had good blush, seems to have handled the hot growing season in that area. Some limb rub marks, fruit estimated to be at least 1 week away from optimum maturity.



Evaluation Criteria For COREGEO Varieties.

Year: 2014

Variety: ANP 0131

Date: 20/01/2014

Site: Ian Bolitho Northern Victoria

Bloom: Light

Medium

Heavy

Fruit Set: Light

Medium

Heavy

Mean Fruit Weight (gms):

200

Mean Fruit Firmness (kg) :

6.5

Mean Fruit Length :

86

Mean Soluble Solids (Brix%) :

14

Mean Fruit Width :

72

Mean Starch Rating (score 1-6) :

2

Appearance Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		

Flavour Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		*

Pest/Disease Resistance

Poor	Fair	Good
	*	

Notes:

Variable crop load, possibly due to inconsistent pollination. Trees next to ANP-0118 had more fruit. Blush variable due to tree vigour and shading, rating 10-70% orange/red blush. Requires ripening in coolroom.



Evaluation Criteria For COREGEO Varieties.

Year: 2014

Variety: ANP 0118

Date: 16/01/2014

Site: Lyster Orchards Manjimup WA

Bloom: Light

Medium

Heavy

Fruit Set: Light

Medium

Heavy

Mean Fruit Weight (gms):

150

Mean Fruit Firmness (kg) :

4.6

Mean Fruit Length :

78

Mean Soluble Solids (Brix%) :

9.6

Mean Fruit Width :

63

Mean Starch Rating (score 1-6) :

N/A

Appearance Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		

Flavour Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
		*			*

Pest/Disease Resistance

Poor	Fair	Good
		*

Notes:

Fruit size is small, trees had very heavy summer prune so fruit was blushed ok 50-70%. As with all sites work is required on pollination for this variety to improve crop loads.

No photos supplied with this report.

Evaluation Criteria For COREGEO Varieties.

Year: 2014

Variety: ANP 0131

Date: 30/01/2014

Site: Lyster Orchards Manjimup WA

Bloom: Light

Medium

Heavy

Fruit Set: Light

Medium

Heavy

Mean Fruit Weight (gms):

153

Mean Fruit Firmness (kg) :

4.9

Mean Fruit Length :

72

Mean Soluble Solids (Brix%) :

8.8

Mean Fruit Width :

58

Mean Starch Rating (score 1-6) :

N/A

Appearance Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
		*			

Flavour Rating:

Very Poor	Poor	Fair	Good	Very Good	Excellent
			*		

Pest/Disease Resistance

Poor	Fair	Good
		*

Notes:

Crop load very light, small fruit observed could be due to available water.
Once again pollination an issue, Fruit was still slightly immature and would require coolstorage to improve flavour rating.

No photos supplied with this report.



Pear Sensory Test – ANP0118

TOPLINE RESEARCH REPORT

Sweeney Contacts:	Lewis Jones and Jacquie Norton
Coregeo/APAL Contact:	Russell Soderlund
Ref. No.	22961
Date:	March 2013 – V2



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Sweeney Research is accredited under the International Standard, ISO 20252.
All aspects of this study have been completed in accordance with the requirements of that scheme.



Introduction

Background

- Coregeo® Australia is a division of Apple and Pear Australia Ltd (APAL), the peak body for Australian apple and pear growers
- Coregeo has been licensed the rights to evaluate and commercialise two pear varieties
- As part of the evaluation phase, Coregeo identified a need to conduct sensory testing of the pear varieties among consumers as well as measure consumer reactions to the potential pear variety names, trademarks and positionings
- The research findings will inform decisions regarding...
 - The commercialisation of the new pear varieties
 - The associated pear variety names
 - The associated marketing content
 - The trademark design
 - The pricing
- The new pear varieties are ANP0118 and ANP0131, with each to be tested at different times of the year according to their seasonality
- This report contains the findings for ANP0118



Research Objectives

The overall aim of the research was...

- To gauge consumer reactions to the two new pear varieties and associated names and market positioning



The specific research objectives included...

Sensory Evaluation

- Conduct consumer testing of the new pear variety against the existing pear varieties of Williams Bon Chrétien (for ANP0118) and Packham's Triumph (for ANP0131)

Marketing Guidance

- Identify the attributes of the new varieties that have greatest appeal and value for consumers (e.g. skin colour, general appearance, size, flavour, texture, sweetness, juiciness, overall eating quality, etc.)

Pricing Guidance

- Determine the expected price point for the new pear varieties compared to the existing market

Trademark Evaluation

- Evaluate the trademark names assigned to the two pear varieties

Marketing Slogan Reactions

- Assess reactions to the marketing slogans developed for the two pear varieties

Research Methodology

The study involved central location sensory clinics conducted in South Melbourne between Saturday 2nd and Sunday 3rd March, 2013.

To be eligible for participation, all respondents were required to...

- Be aged 20-69 years
- Have lived in Australia for at least 2 years
- Eat pears and/or apples at least weekly
- Not work in research, marketing, advertising, agriculture or food distribution
- Have adequate levels of English and computer literacy skills.

A total of 131 self-completion tablet surveys were completed, with the final sample achieved shown below.

The average survey duration was around half an hour.

To achieve the 131 interviews, 140 potential respondents were recruited to participate in the research – a participation rate of 93.6%.

Between 5-15 people attended each session. Respondents received \$80 to attend.

Respondent Sample Structure			
		No. of Interviews #	Max Margins of Error ¹ +/-
Total		131	8.6%
Gender	Male	43	14.9%
	Female	88	10.4%
Age	20-29 years	25	19.6%
	30-39 years	24	20.0%
	40-49 years	27	18.9%
	50-59 years	29	18.2%
	60-69 years	26	19.2%

¹Maximum margins of error shown are based on a research finding of 50% at the 95% Confidence Interval



Testing Process and Materials

The sensory testing involved a blind product test – products were evaluated one at a time in randomised order

Testing Process

Pre-recruitment of 20-69 year old pear/apple consumers

Attitudinal Statements

Blind Taste Test (Pear 1)

Respondents evaluate first (randomly selected) pear blind based on appearance, aroma and taste

Price Evaluation (Pear 1)

Respondents indicate intention to purchase pear at various price points

Blind Taste Test (Pear 2)

Respondents evaluate second pear blind based on appearance, aroma and taste

Price Evaluation (Pear 2)

Respondents indicate intention to purchase pear at various price points

Marketing Evaluation (ANP0118)

Respondents evaluate brand name, logo and slogan

Demographics and Fruit Consumption

Products Evaluated

Two products were evaluated (current and new product), as well as the proposed brand name, logo and slogan for the new pear



Williams Bon Chrétien*
(Current product)



ANP0118
(New product)

*Note: A large number of the Williams were bruised in the transportation process – all efforts were made to only show the pears that were in the best condition to enable as fair a comparison as possible

Products Evaluated




Karpe

Everything irresistible about pears

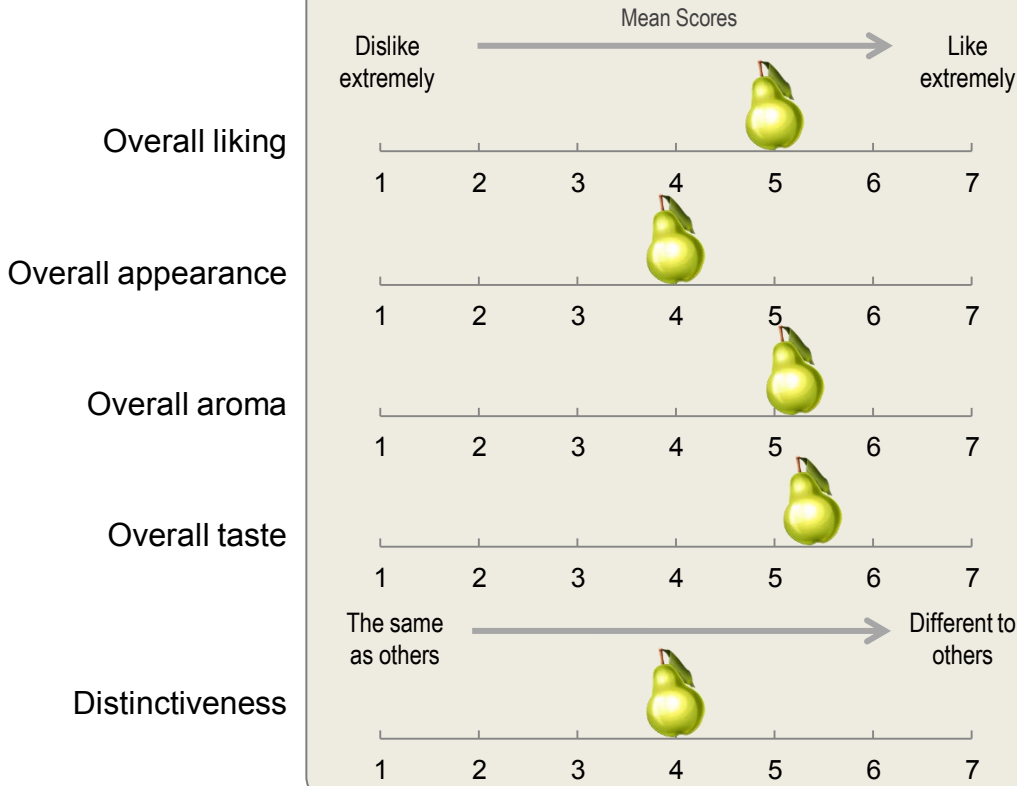


Summary of Results

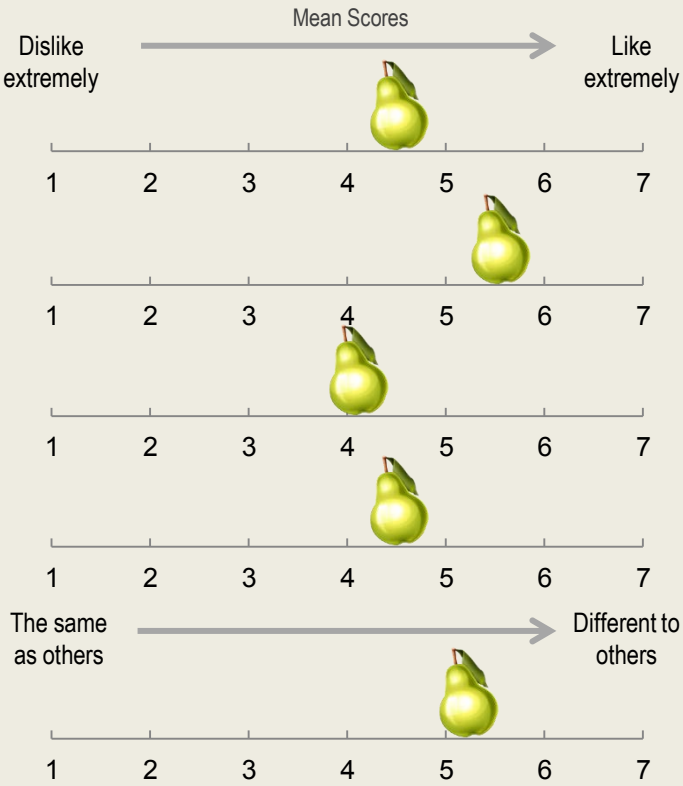
Product Evaluation

 Indicates average rating

Williams Bon Chrétien



ANP0118



- Consumers showed slight overall preference for the Williams Bon Chrétien pear, largely due to its taste and aroma
- However, ANP0118 showed some positive elements such as its appearance and distinctiveness

Base: Total sample, n=131

Q19. Overall liking; Q4. Overall appearance; Q10. Overall aroma; Q12. Overall taste; Q20. Distinctiveness/uniqueness

Purchase Intentions and Pricing

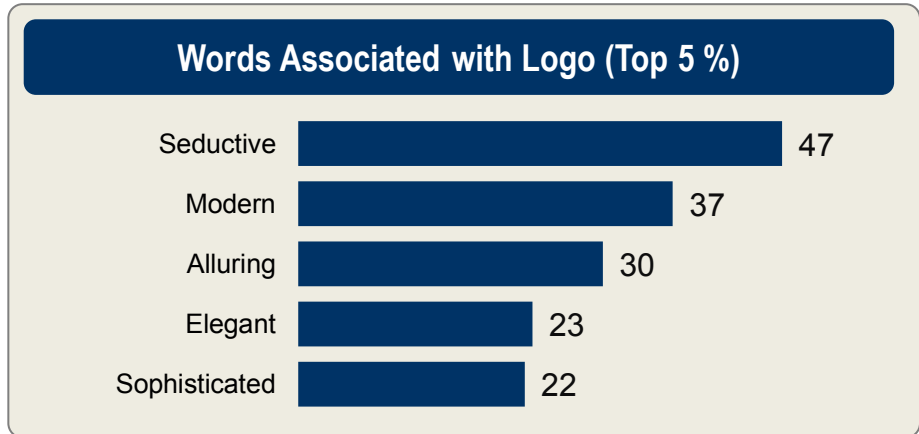
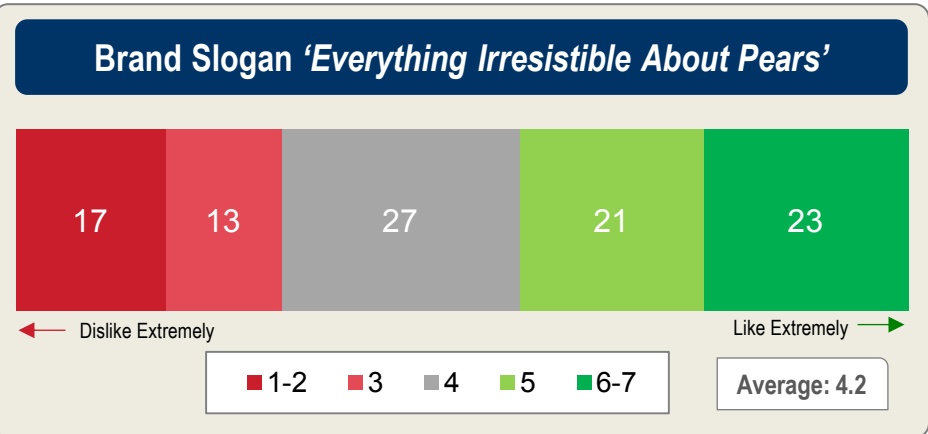
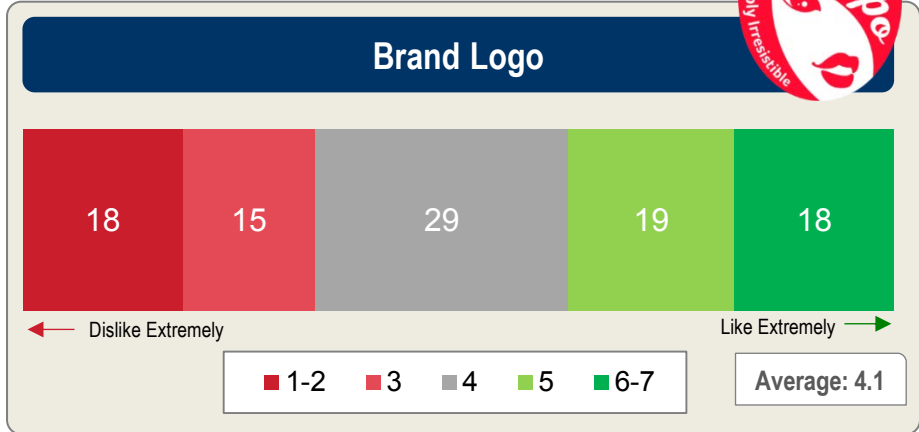
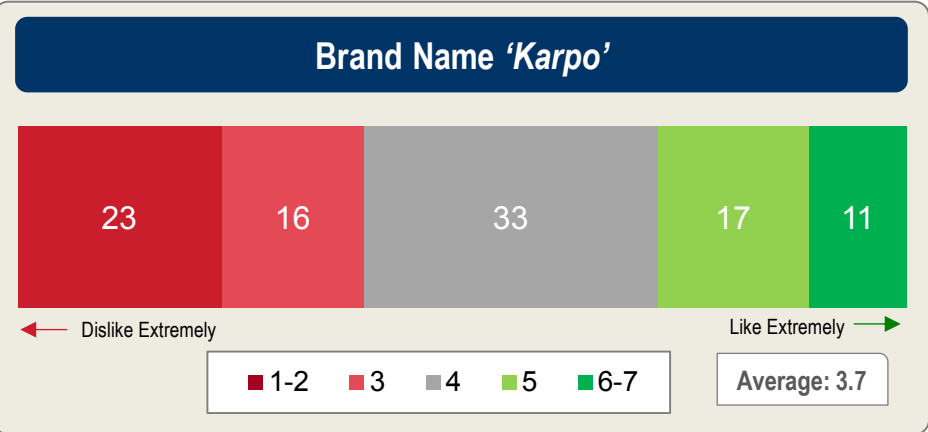


- Purchase intent was higher for Williams Bon Chrétien than for ANP0118, however intended purchase frequency and volume (amongst those who said they would purchase) was similar for the two pears
- The expected price of each pear was very similar, with ANP0118 attracting a slight premium

Base: Total sample, n=131

Q23. Intention to purchase; Q24. Intended purchase frequency; Q25. Intended units purchased; Q28-Q32 Pricing

Marketing Evaluation



- Results suggest below average levels of appeal for the brand name, Karpo, with the proportion who disliked the name exceeding the proportion who liked it - average levels of appeal were shown for the logo and slogan
- The logo was most often associated with being seductive, modern and alluring

Base: Total sample, n=131

Q33. Liking of brand name; Q36. Liking of logo; Q39. Liking of slogan; Q38. Words associated with logo.

Overall Assessment of ANP0118



Overall Appeal	Moderate 	<ul style="list-style-type: none"> Overall appeal of ANP0118 was slightly lower than for Williams Bon Chrétien – this was largely due to a perceived lack of flavour in the pear However, there were some positive elements of ANP0118 - particularly its appearance
Taste	Moderate 	<ul style="list-style-type: none"> ANP0118 underperformed relative to Williams on taste/flavour – it was described by consumers as bland, weak, and not distinctive Despite this, there was some preference for the firmer flesh texture of ANP0118 – a potential selling point for consumers who prefer a more crispy pear
Appearance	High 	<ul style="list-style-type: none"> ANP0118 performed significantly better than Williams on all aspects of appearance and was certainly judged the 'better looking pear'* The colour gained widespread positive feedback as did the skin appearance
Distinctiveness	High 	<ul style="list-style-type: none"> The crispiness and firmness of ANP0118 led consumers to rate it as unique and different to other pears currently on the market This feature lends the opportunity to build a point of difference for the product and potentially target it to the more frequent apple consumer
Likelihood to Purchase	Moderate 	<ul style="list-style-type: none"> Purchase intent for ANP0118 was below that of Williams, indicating the product may attract a smaller, more niche market Volume opportunity (of those who said they would purchase) is similar for both pears
Pricing	Expected price point: \$3.20 per kilo	<ul style="list-style-type: none"> Consumers expected to pay around \$3.20 a kilo for ANP0118 - slightly higher than for Williams (at \$3.00) - indicating potential for a small premium to be charged However caution should be exercised, with demand dropping off considerably once the price of the pear is over \$4 per kilo
Branding	Moderate 	<ul style="list-style-type: none"> While the brand suite instilled values of seductiveness and elegance, consumers perceived some disconnect between these values and what fruit and/or pears should stand for The brand name was praised for it's uniqueness and also being easy to pronounce and remember



The Detailed Findings



Product Evaluation – Overall Liking and Distinctiveness

Overall Liking and Distinctiveness - Summary

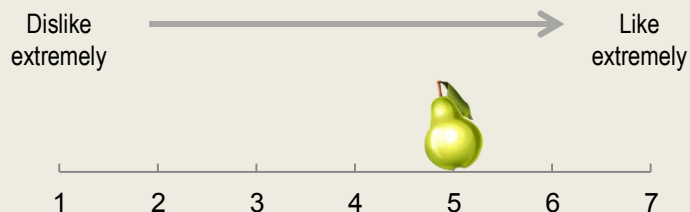


Indicates average rating

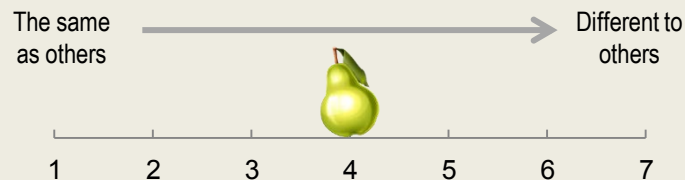


Williams Bon Chrétien

Mean Scores



Overall Liking

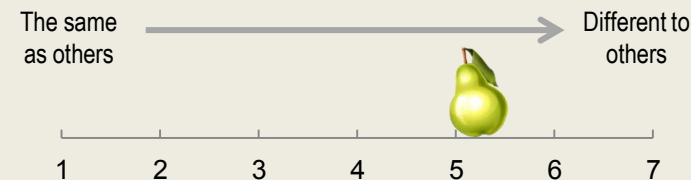
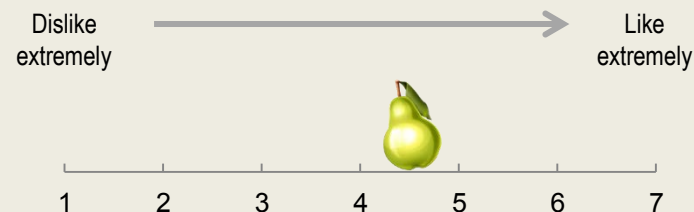


Distinctiveness/
uniqueness



ANP0118

Mean Scores

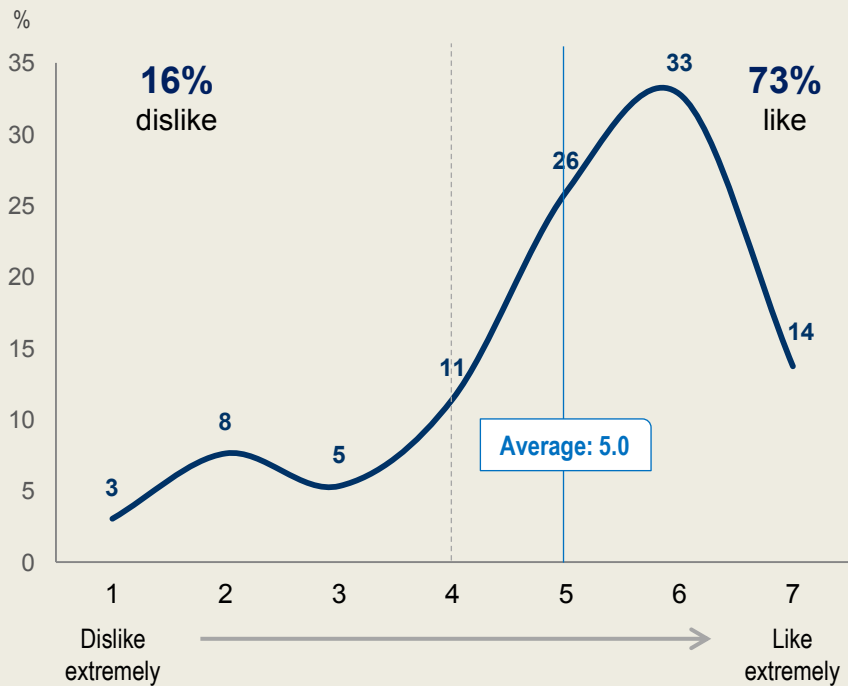


- Levels of overall appeal were slightly higher for Williams Bon Chrétien than for ANP0118, with a mean rating of 5.0 compared to 4.5 (out of 7)
- In terms of distinctiveness, ANP0118 was perceived to be more unique and different to other pears on the market than Williams

Base: Total sample, n=131

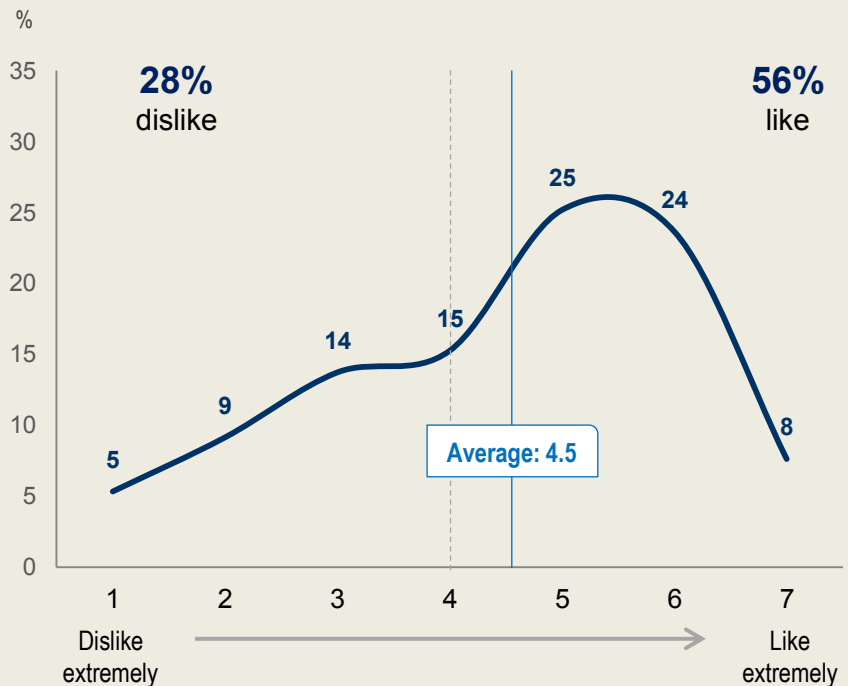
Overall Liking

Williams Bon Chrétien



Average in groups where Williams tested first:
5.3

ANP0118

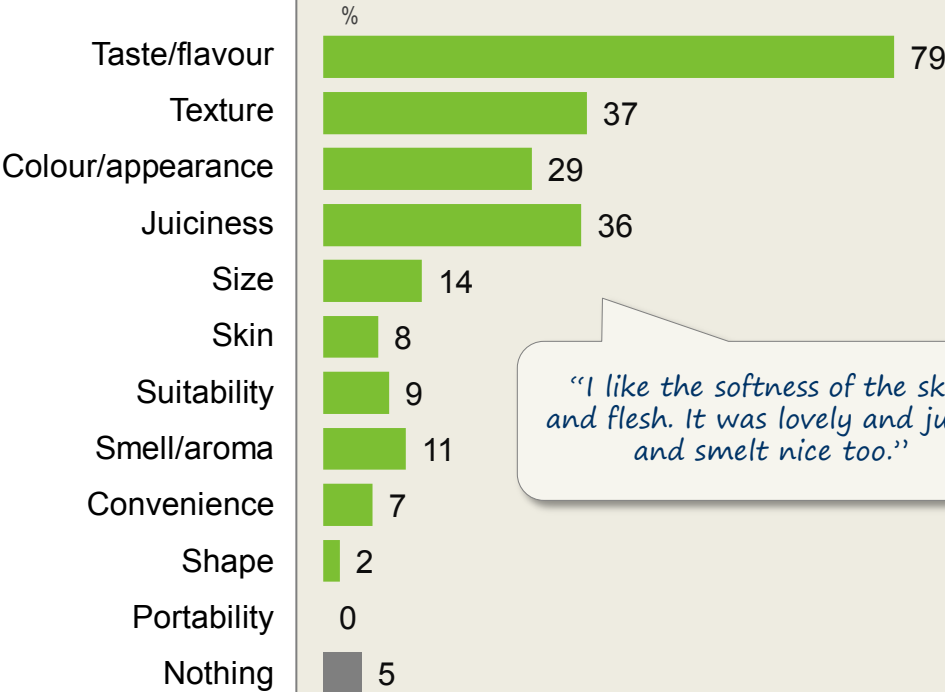


Average in groups where ANP0118 tested first:
4.8

Base: Total sample, n=131
Q19. Overall liking. Dislike = 1-3; like = 5-7.

Product Likes

Williams Bon Chrétien



"I like the softness of the skin and flesh. It was lovely and juicy, and smelt nice too."

ANP0118

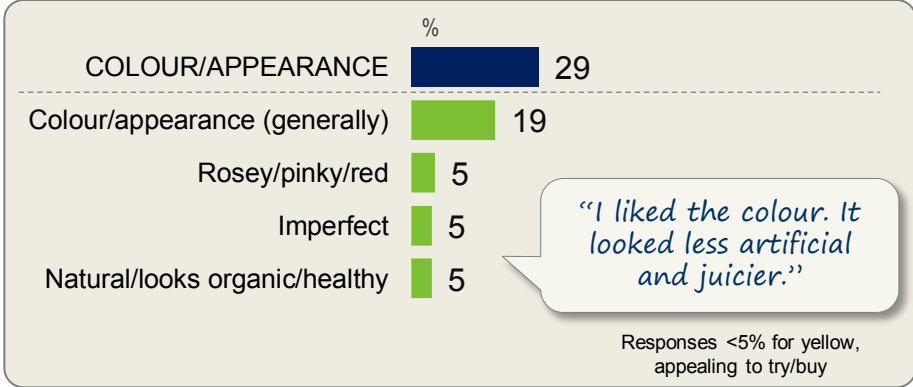
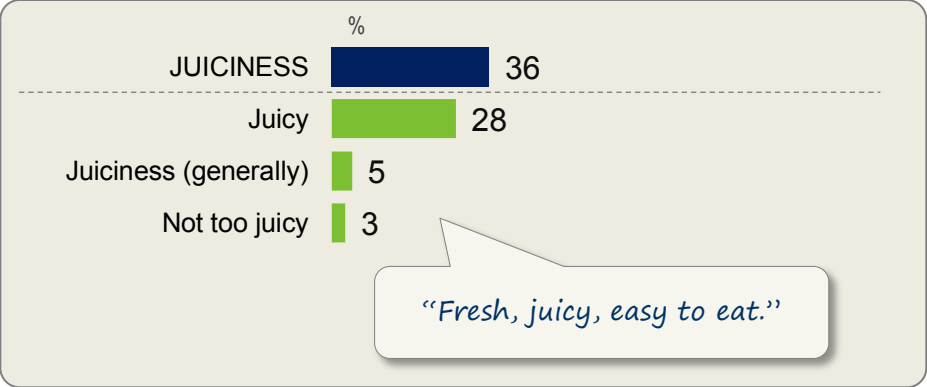
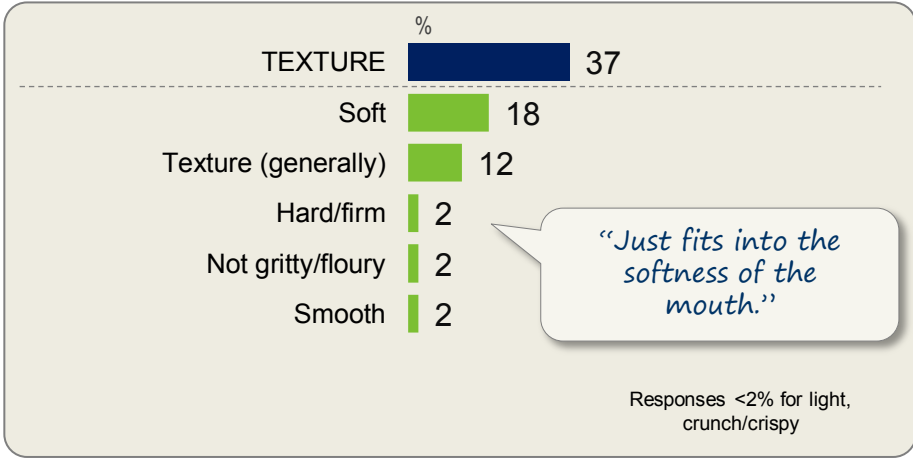
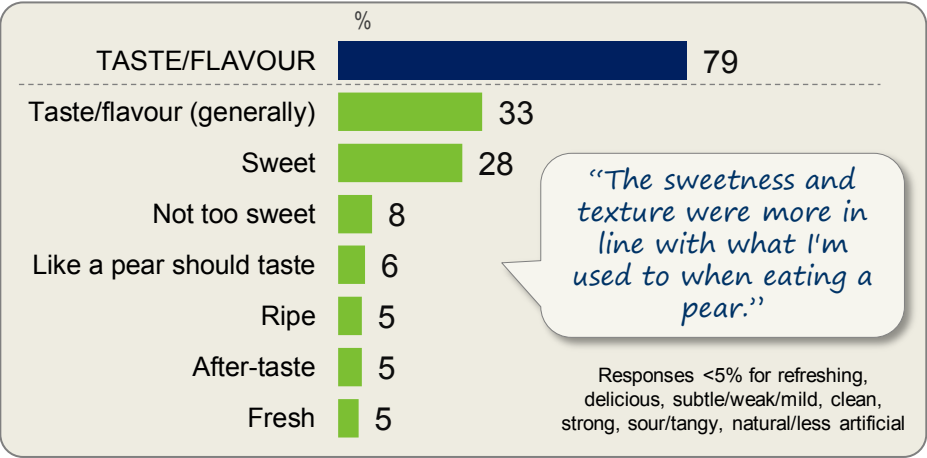


"I like the crispiness of the flesh and the ease with biting through the skin. I also like its size, not too big and not too small, good for portable snacks."

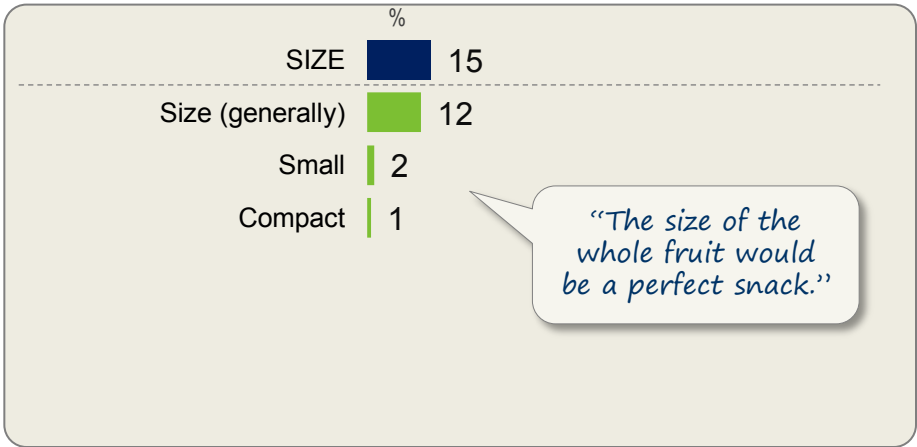
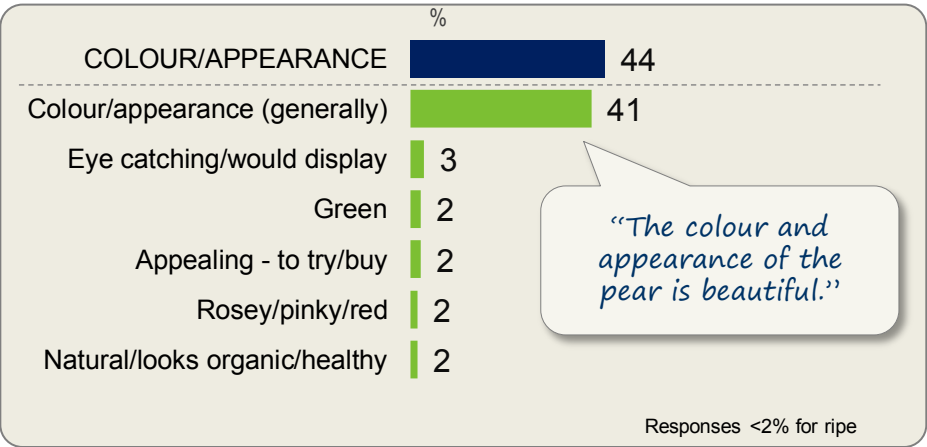
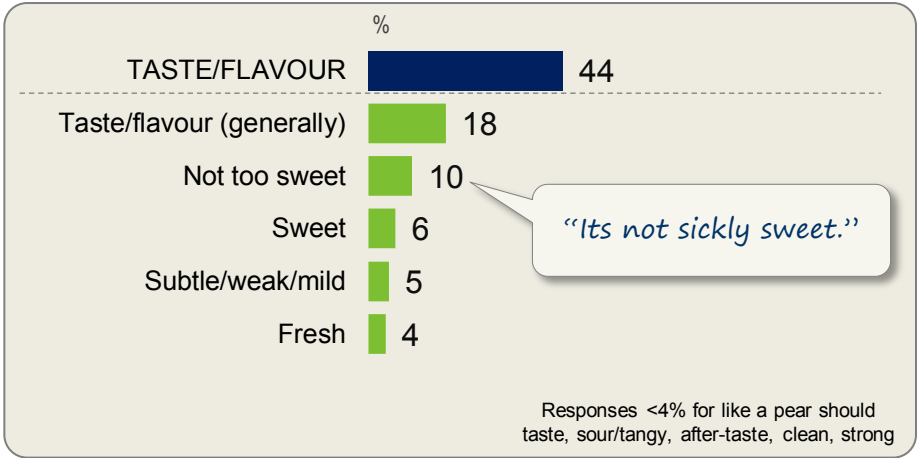
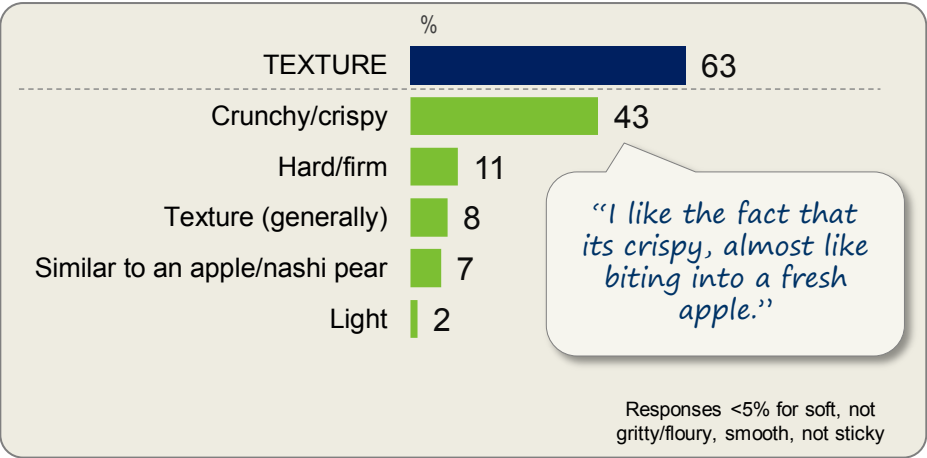
- Williams Bon Chrétien was largely liked for its taste, with texture and juiciness secondary elements
- The most appealing feature of ANP0118 was the flesh texture, with appearance also more influential on overall liking than for Williams

Base: Total sample, n=131 Note: Due to the large range of responses to this question, individual codes have been grouped into themes/NETs (shown above)
Q21. Likes (Multiple response possible).

Likes – Williams Bon Chrétien



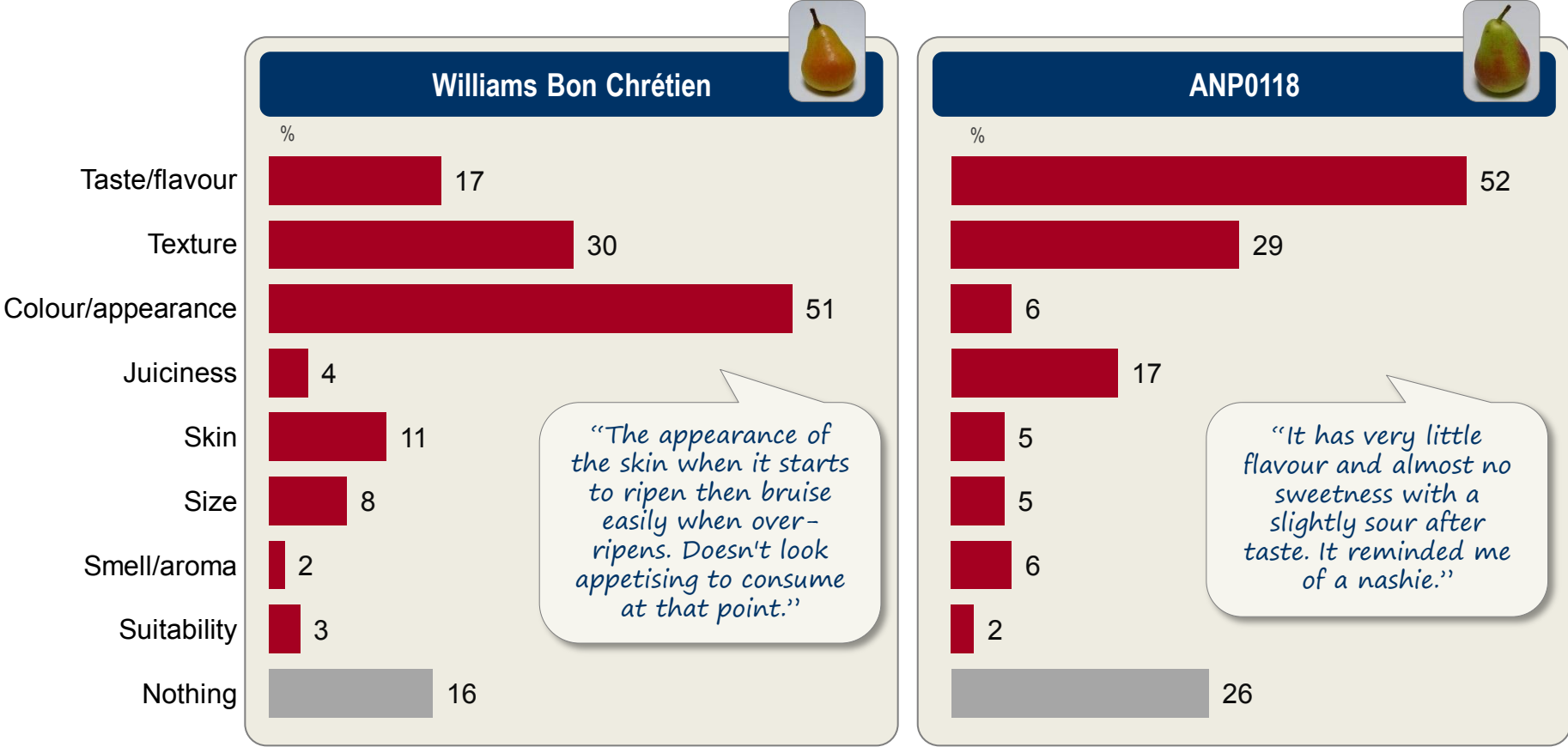
Base: Total sample, n=131 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)
Q21. Likes



Base: Total sample, n=131 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

Q21. Likes

Product Dislikes

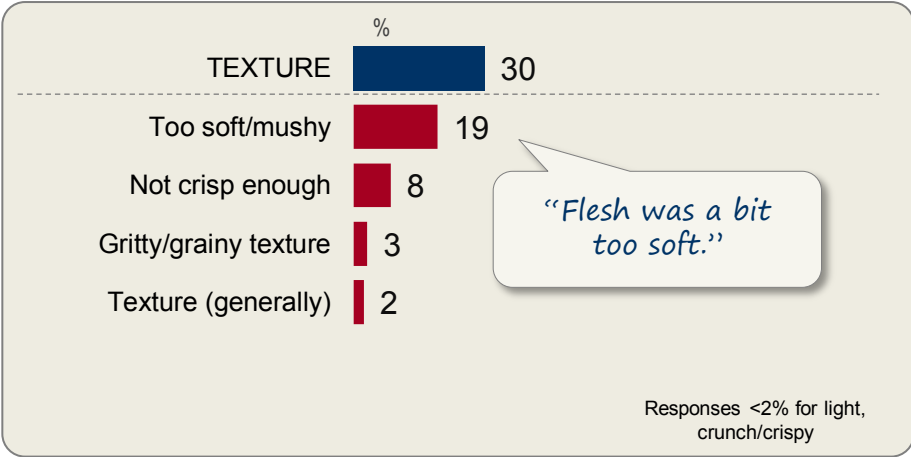
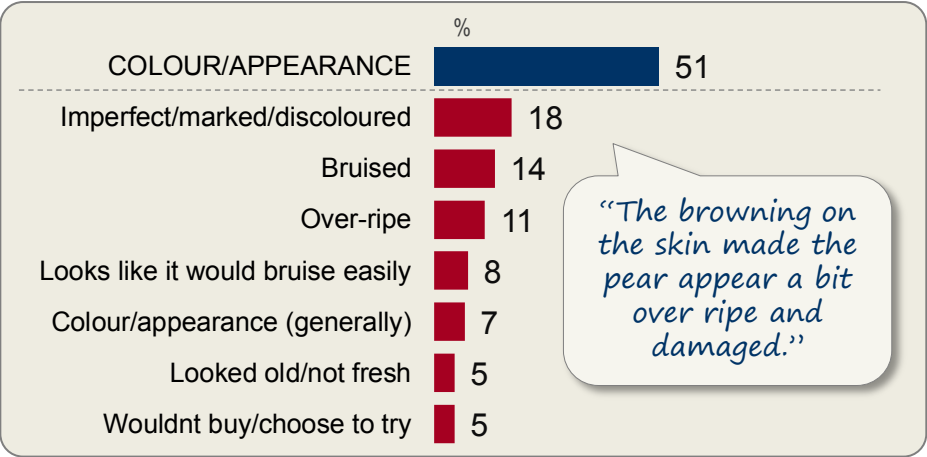


- The main area of dissatisfaction with the Williams pear was in the appearance
- For ANP0118, around half of all consumers said they disliked the taste or the flavour of the pear

Base: Total sample, n=131 Note: Due to the large range of responses to this question, individual codes have been grouped into themes/NETs (shown above)

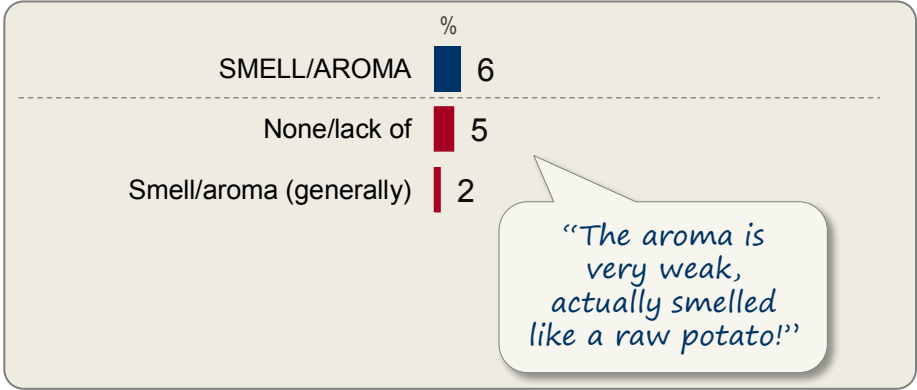
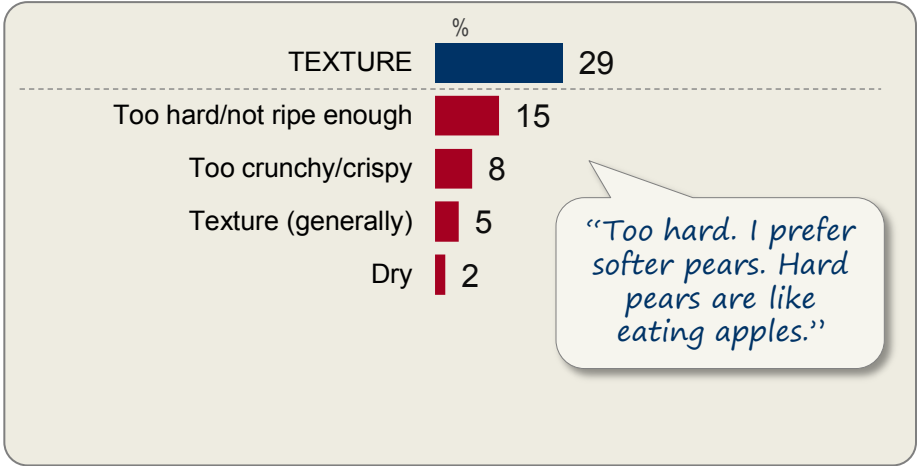
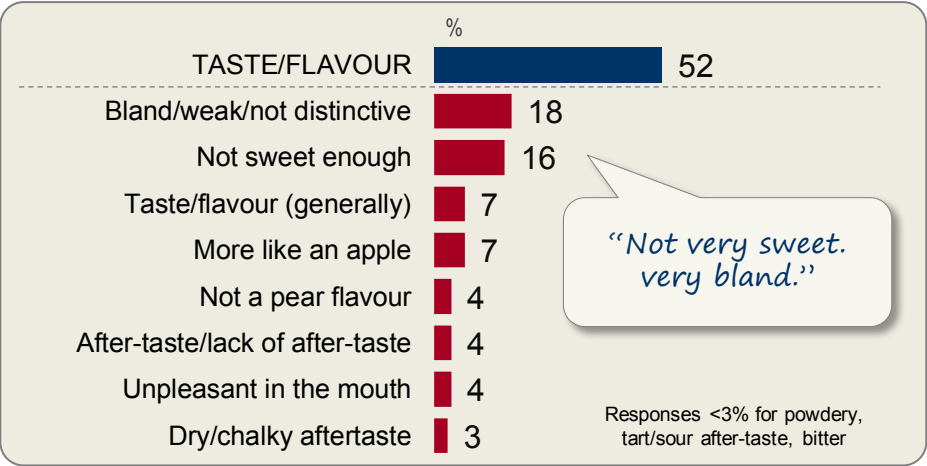
Q22. Dislikes

Dislikes – Williams Bon Chrétien



Base: Total sample, n=131 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

Q22. Dislikes



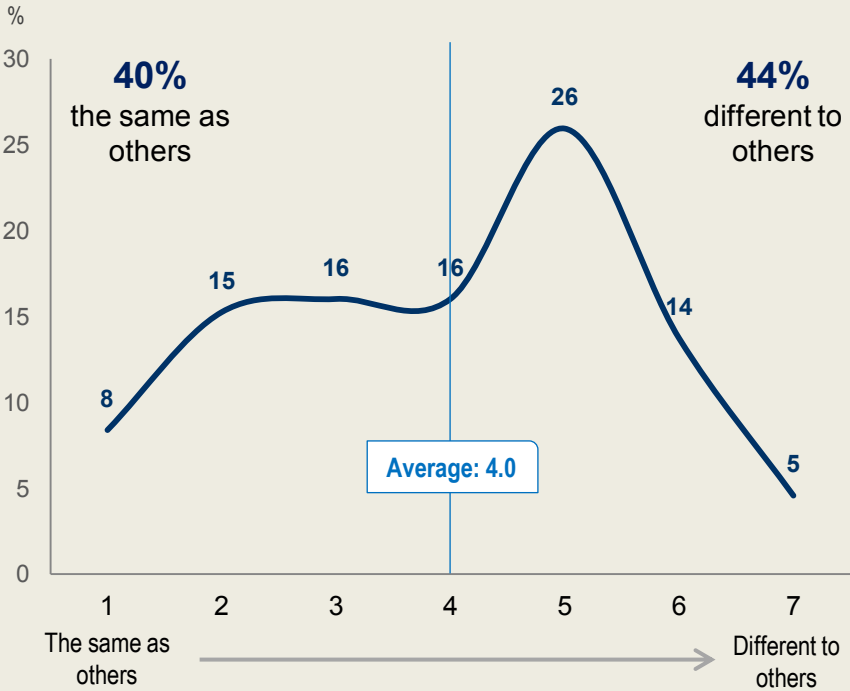
Base: Total sample, n=131 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

Q22. Dislikes

Distinctiveness



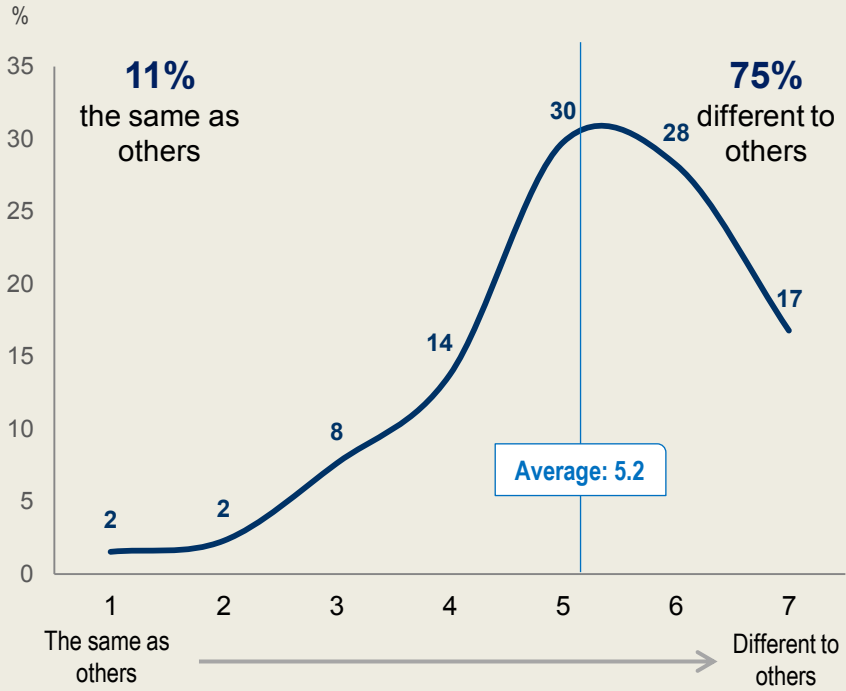
Williams Bon Chrétien



Average in groups where Williams tested first:
4.4



ANP0118



Average in groups where ANP0118 tested first:
5.4

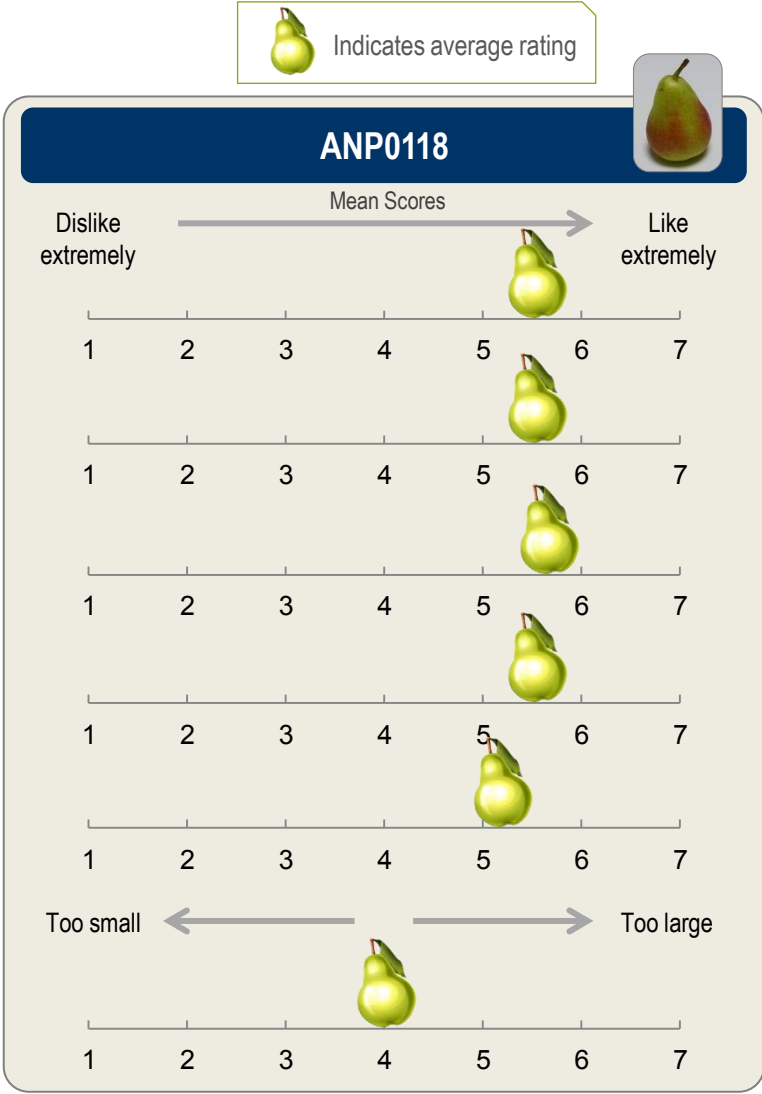
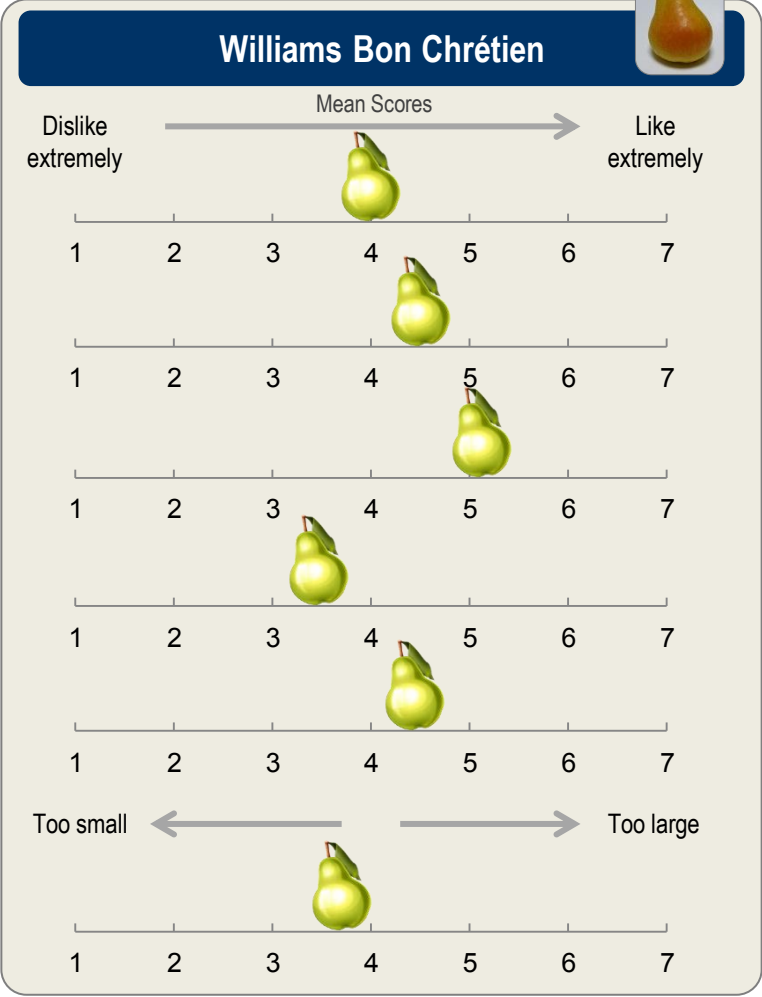
Q20. Distinctiveness/uniqueness

The same as a lot of other pears = 1-3; Different to other pears = 5-7



Product Evaluation - Appearance

Appearance - Summary

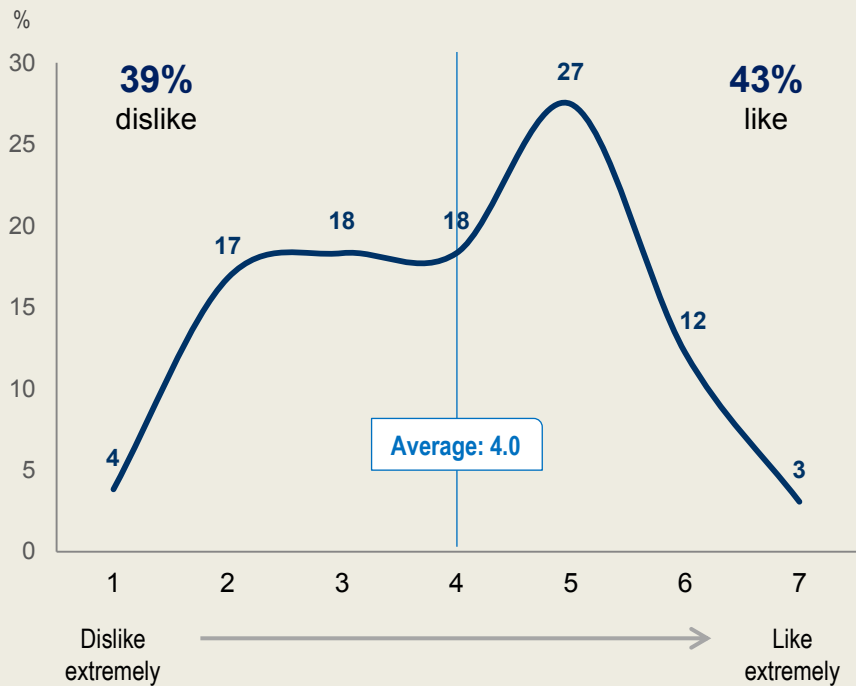


Consumers preferred ANP0118 across all aspects of appearance

Base: Total sample, n=131

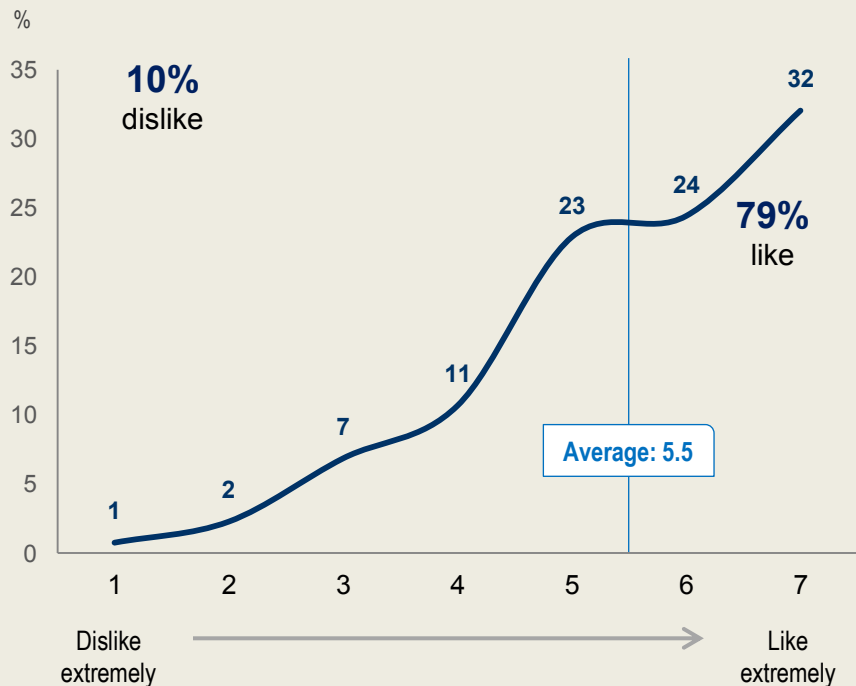
Appearance - Overall

Williams Bon Chrétien



Average in groups where Williams tested first:
4.6

ANP0118



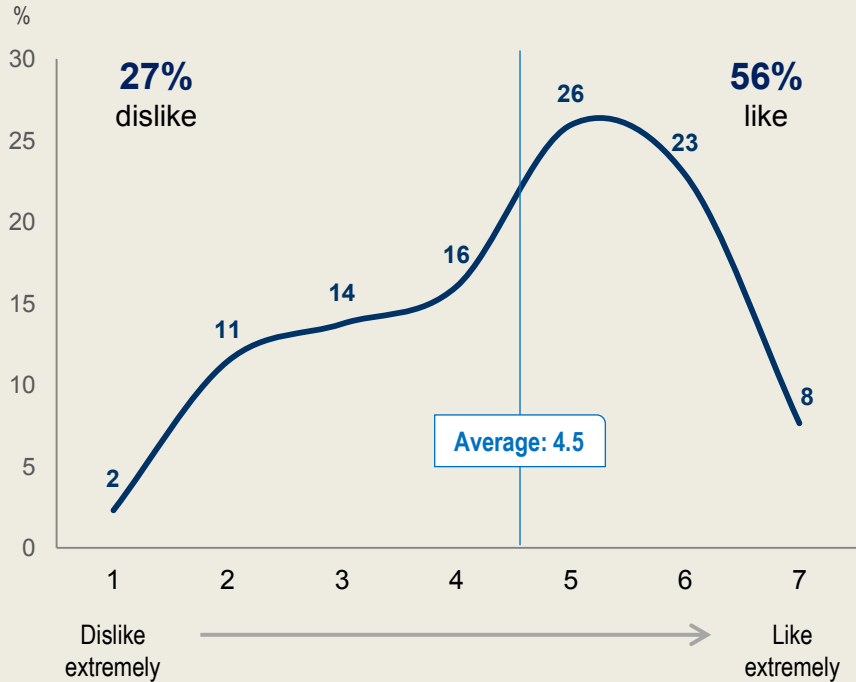
Average in groups where ANP0118 tested first:
5.5

Q4. Overall appearance

Dislike = 1-3; like = 5-7

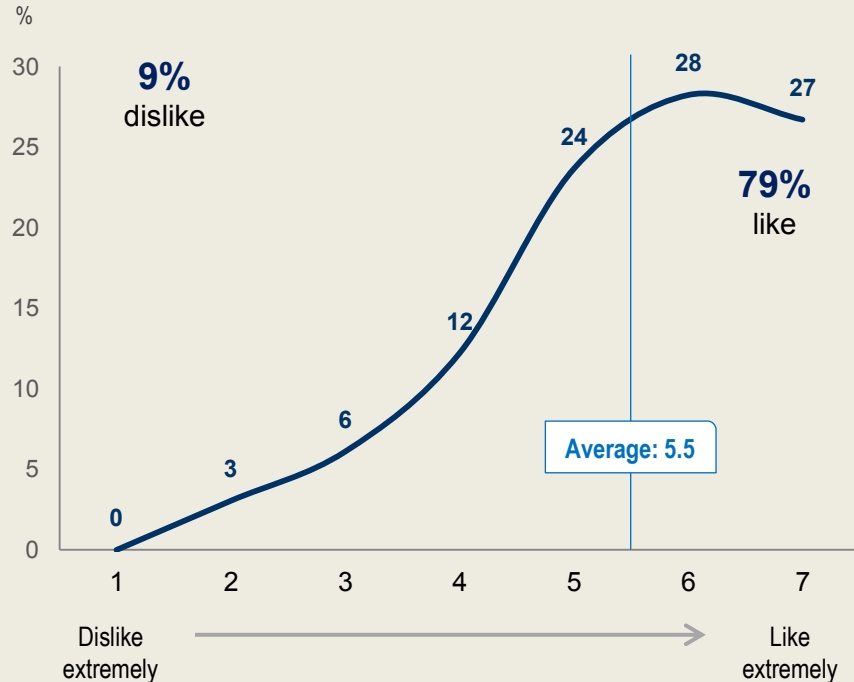
Appearance - Colour

Williams Bon Chrétien



Average in groups where Williams tested first:
5.0

ANP0118



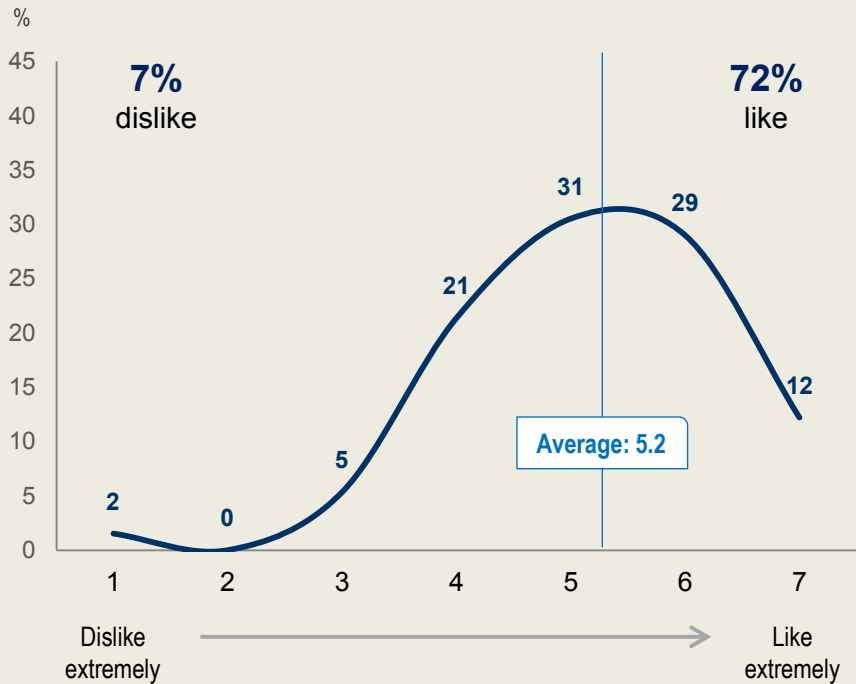
Average in groups where ANP0118 tested first:
5.4

Q5. Colour

Dislike = 1-3; like = 5-7

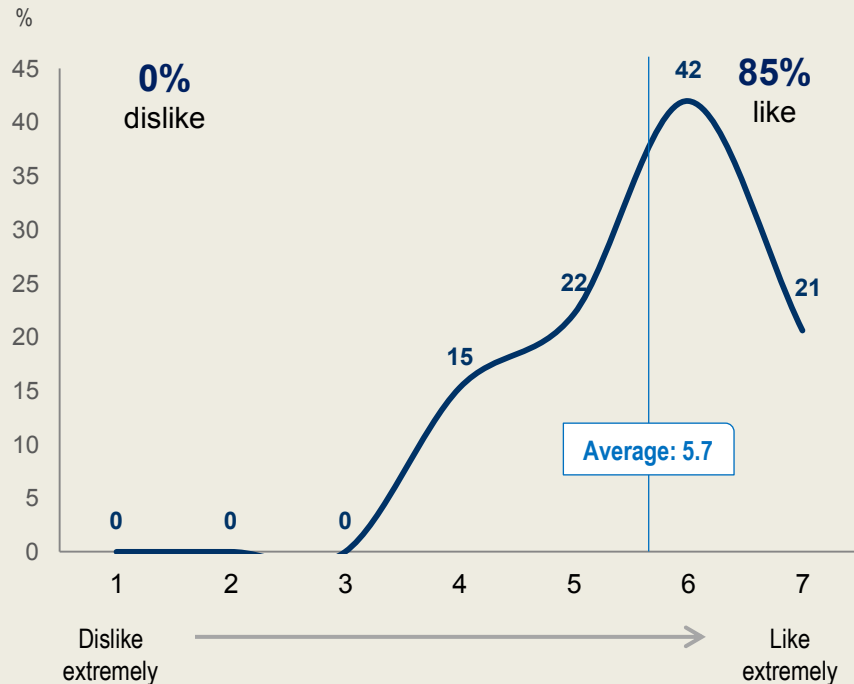
Appearance - Shape

Williams Bon Chrétien



Average in groups where Williams tested first:
5.5

ANP0118



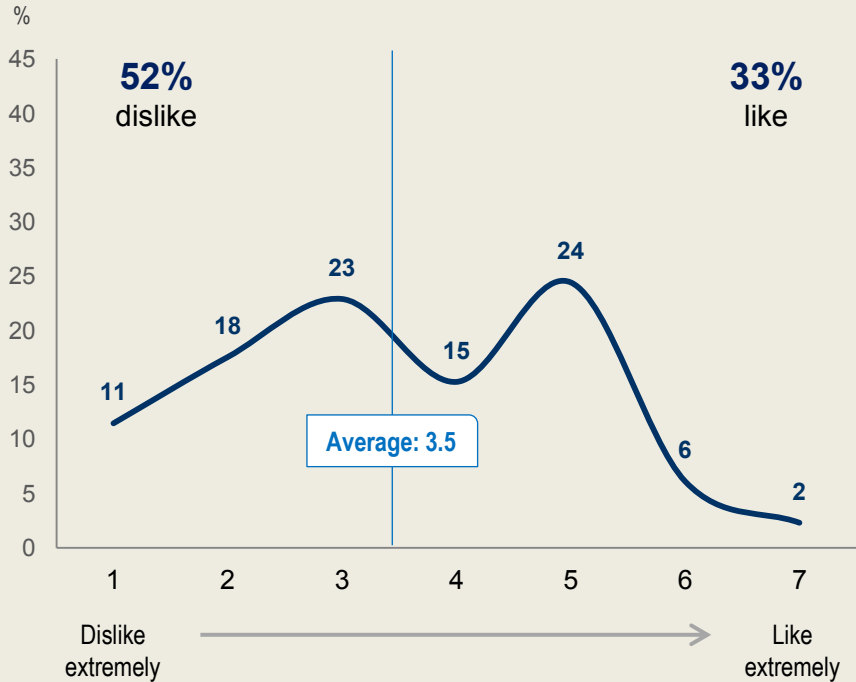
Average in groups where ANP0118 tested first:
5.7

Q7. Shape

Dislike = 1-3; like = 5-7

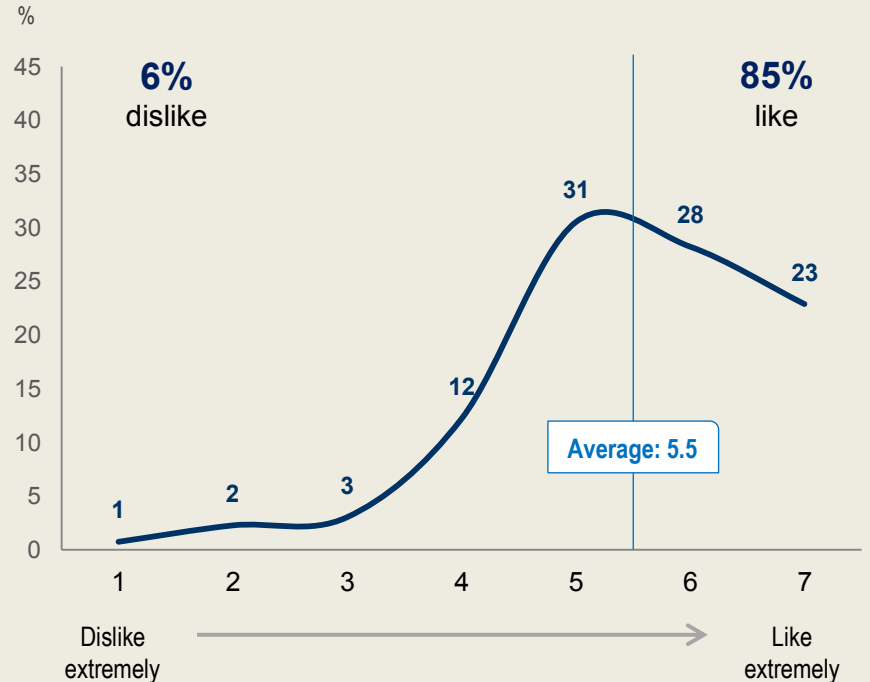
Appearance – Skin Appearance

Williams Bon Chrétien



Average in groups where Williams tested first:
3.9

ANP0118



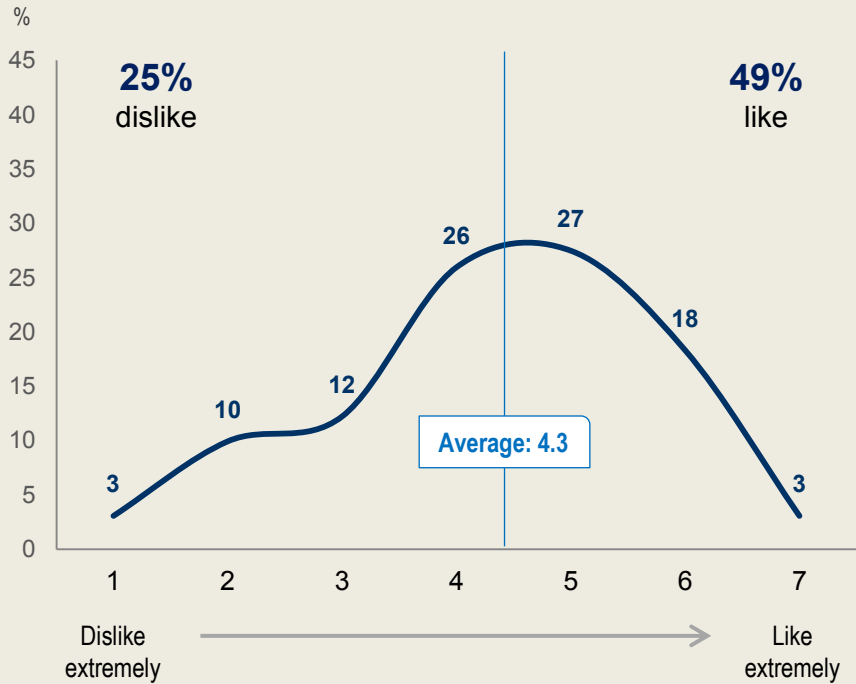
Average in groups where ANP0118 tested first:
5.4

Q8. Skin appearance

Dislike = 1-3; like = 5-7

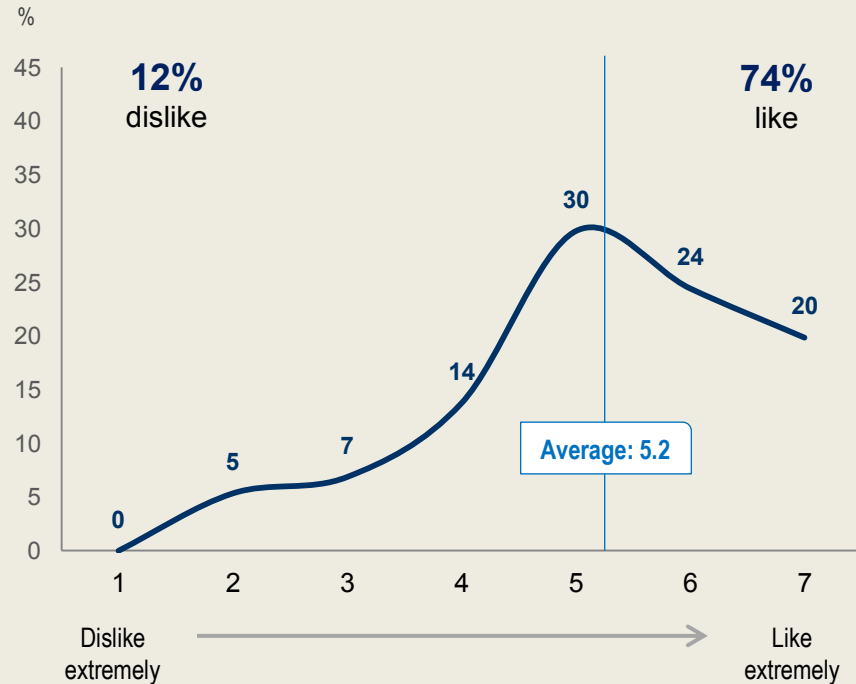
Appearance – Skin Texture

Williams Bon Chrétien



Average in groups where Williams tested first:
4.7

ANP0118



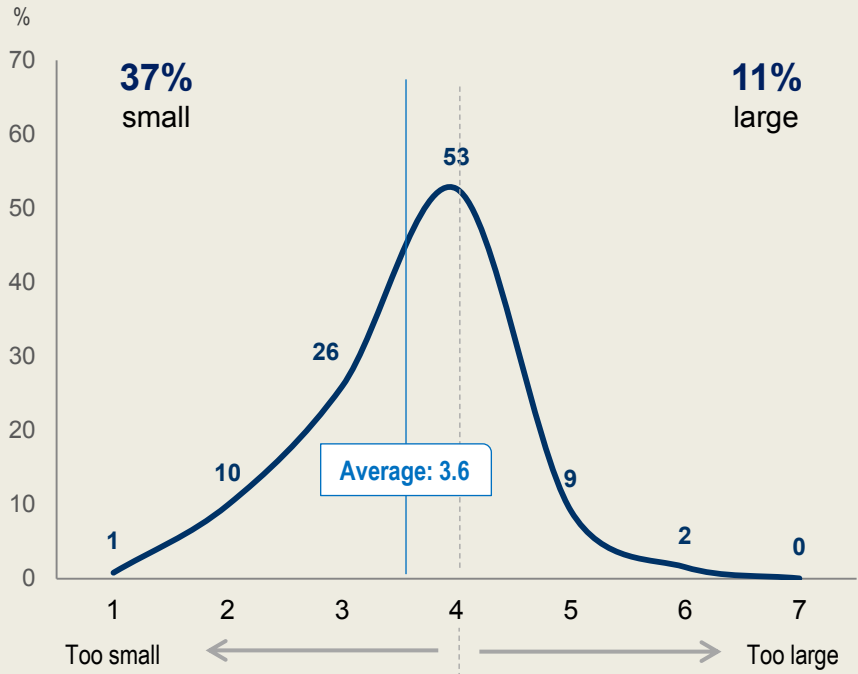
Average in groups where ANP0118 tested first:
5.3

Q9. Skin texture

Dislike = 1-3; like = 5-7

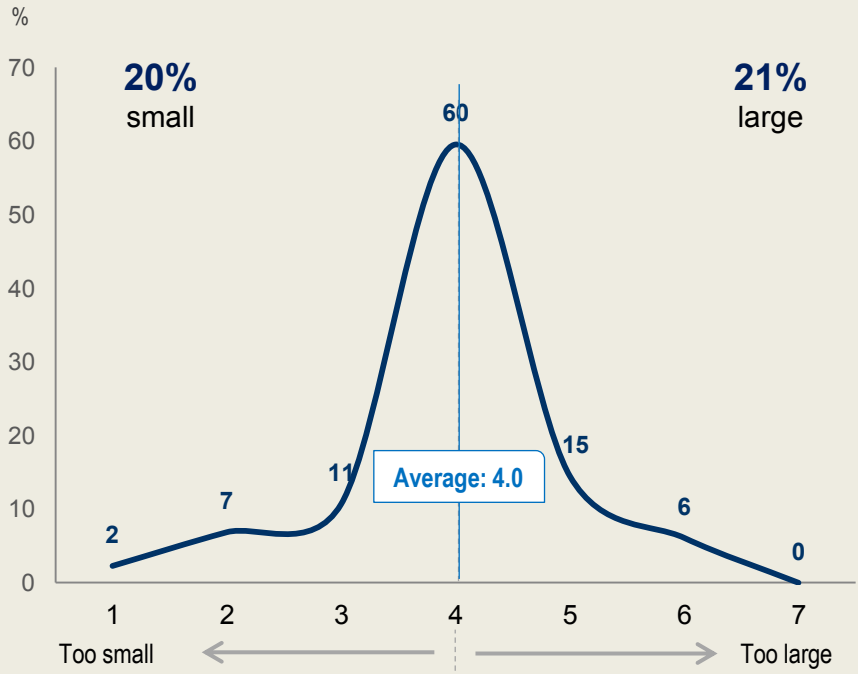
Appearance - Size

Williams Bon Chrétien



Average in groups where Williams tested first:
3.8

ANP0118



Average in groups where ANP0118 tested first:
3.7

Q6. Size
Too small = 1-3; too large = 5-7



Product Evaluation - Aroma

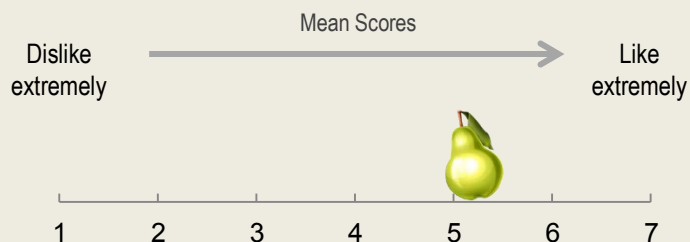
Aroma - Summary



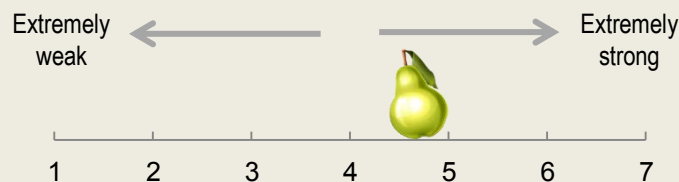
Indicates average rating

Overall

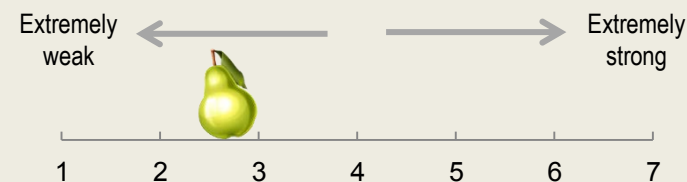
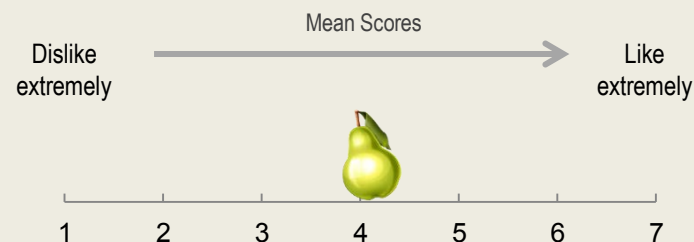
Williams Bon Chrétien



Strength/Intensity



ANP0118

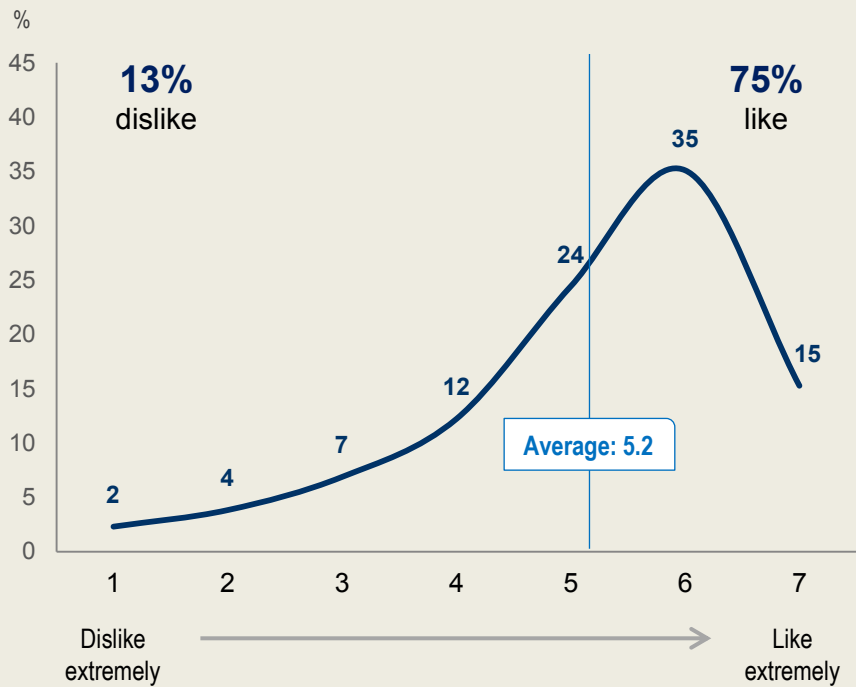


- The overall aroma of the Williams pear was more appealing to consumers
- While the aroma of Williams was felt to be slightly on the strong side of 'just about right', the aroma of ANP0118 was perceived to be quite weak

Base: Total sample, n=131

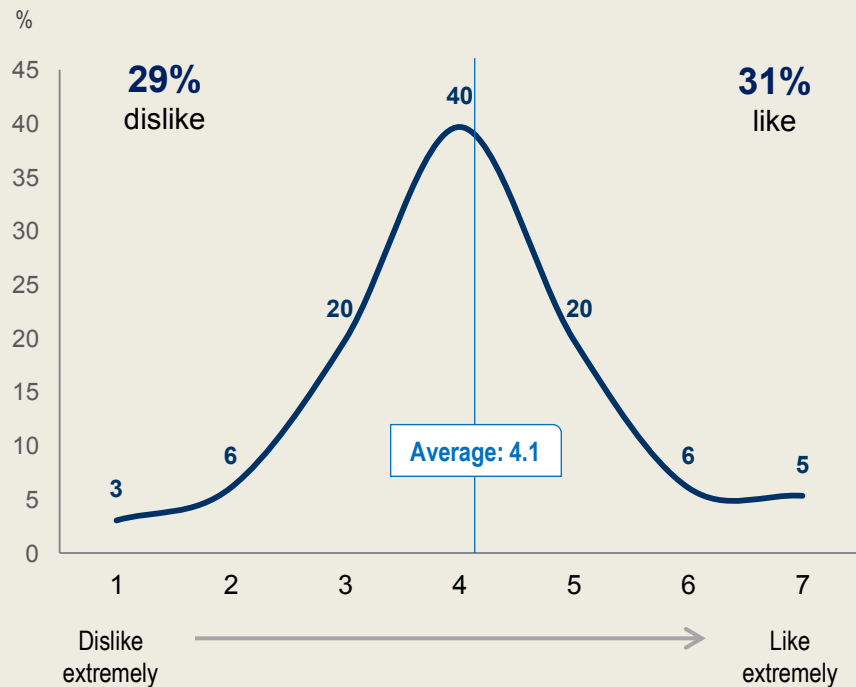
Aroma – Overall Aroma

Williams Bon Chrétien



Average in groups where Williams tested first:
5.5

ANP0118

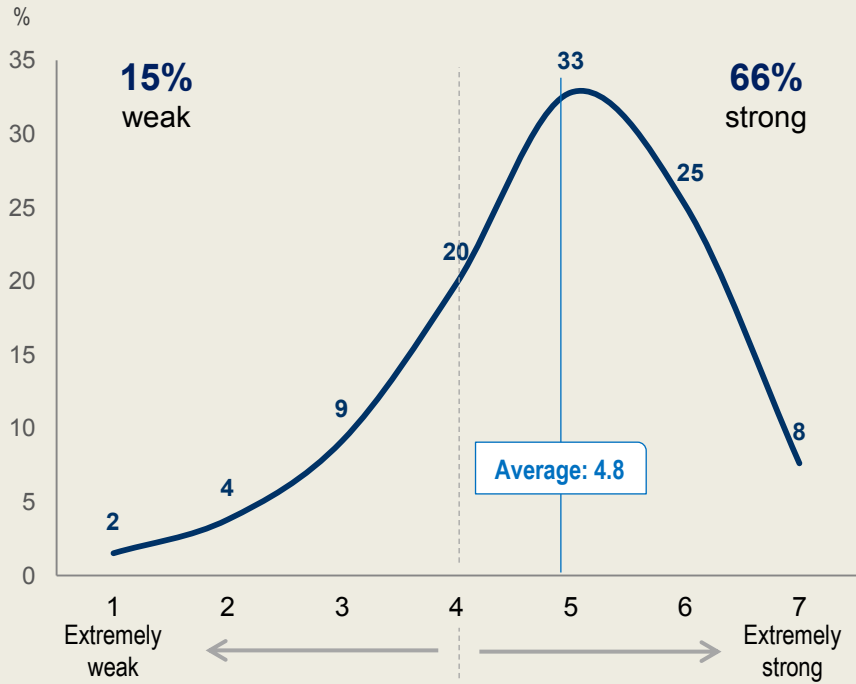


Average in groups where ANP0118 tested first:
4.3

Q10. Aroma
Dislike = 1-3; like = 5-7

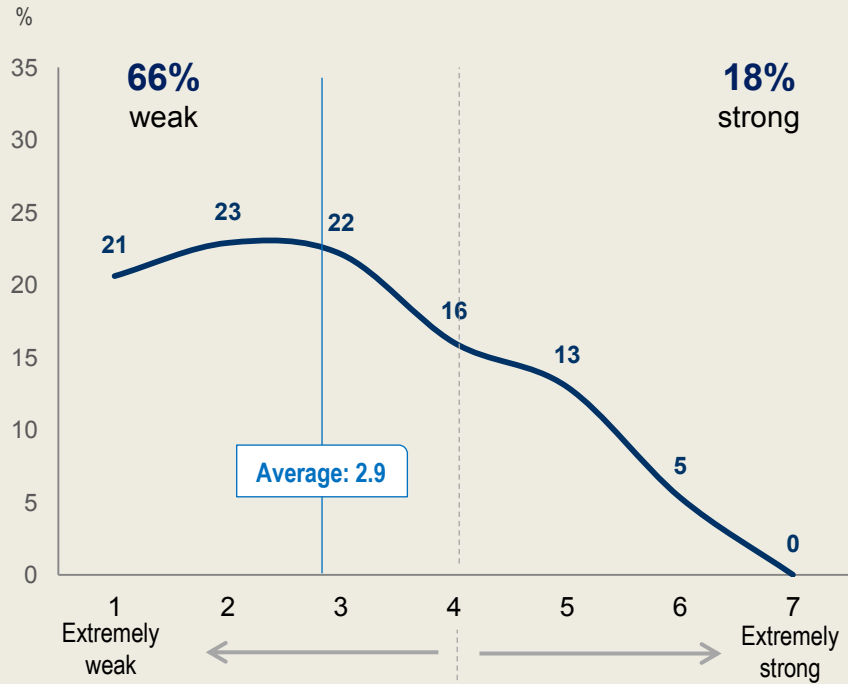
Aroma – Strength/Intensity of Aroma

Williams Bon Chrétien



Average in groups where Williams tested first:
4.9

ANP0118



Average in groups where ANP0118 tested first:
3.5

Q11. Strength/intensity of aroma

Extremely weak = 1-3; Extremely strong = 5-7



Product Evaluation - Taste

Taste - Summary



Indicates average rating

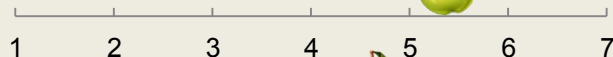


Williams Bon Chrétien

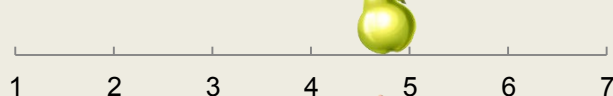
Mean Scores

Dislike extremely → Like extremely

Overall



Flesh texture



After-taste



Not enough ← → Too much

Intensity of sweetness



ANP0118

Mean Scores

Dislike extremely → Like extremely



Not enough ← → Too much



- Williams outperformed ANP0118 on all elements of taste, although only slightly so for flesh texture and after-taste
- In terms of sweetness, ANP0118 was rated below average and Williams above average

Base: Total sample, n=131

Taste – Summary (cont.)



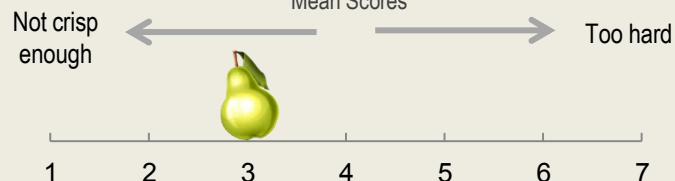
Indicates average rating



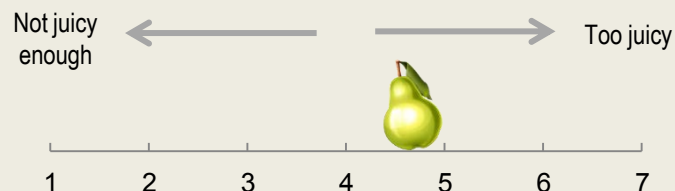
Williams Bon Chrétien

Mean Scores

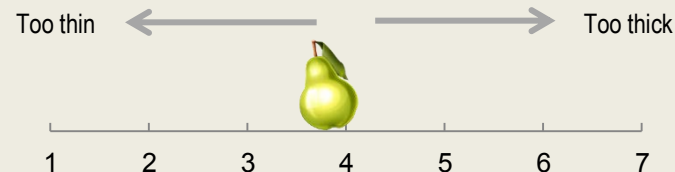
Crispiness



Juiciness

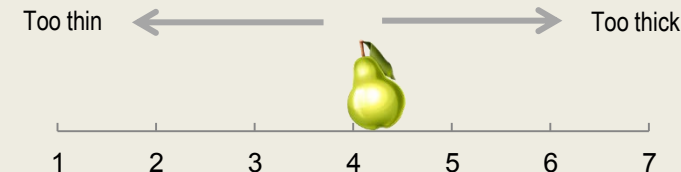
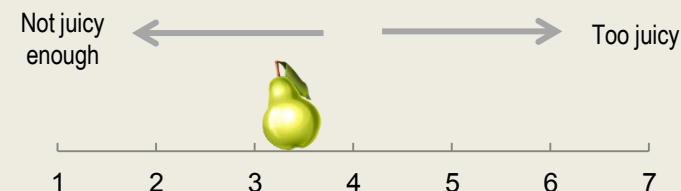
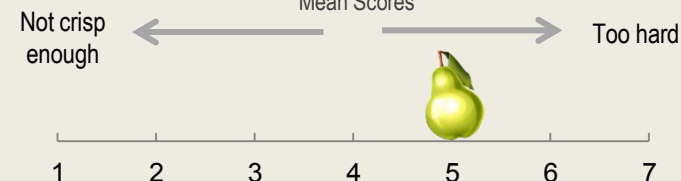


Skin thickness



ANP0118

Mean Scores

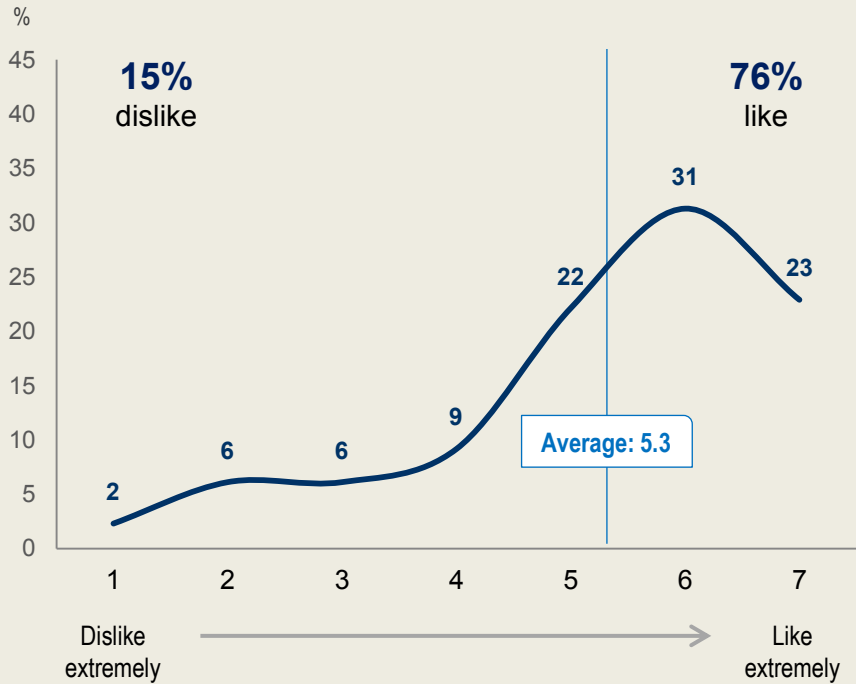


- Crispiness and juiciness were areas in which Williams and ANP0118 differ most
- Williams was generally seen to be not crisp enough and almost too juicy, while ANP0118 was rated more towards the harder, less juicy end of the scale

Base: Total sample, n=131

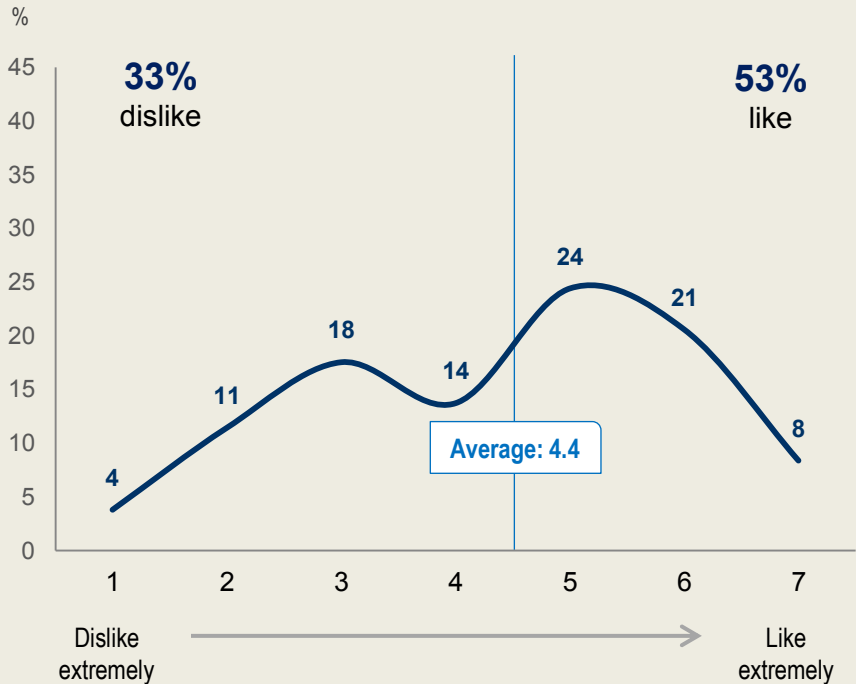
Taste - Overall

Williams Bon Chrétien



Average in groups where Williams tested first:
5.6

ANP0118

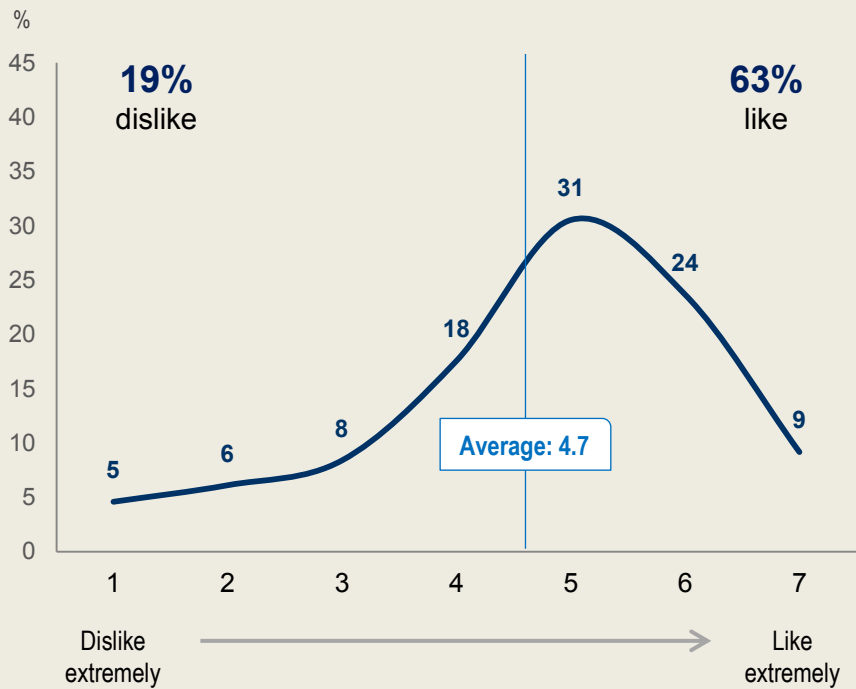


Average in groups where ANP0118 tested first:
4.7

Q12. Overall taste
Dislike = 1-3; like = 5-7

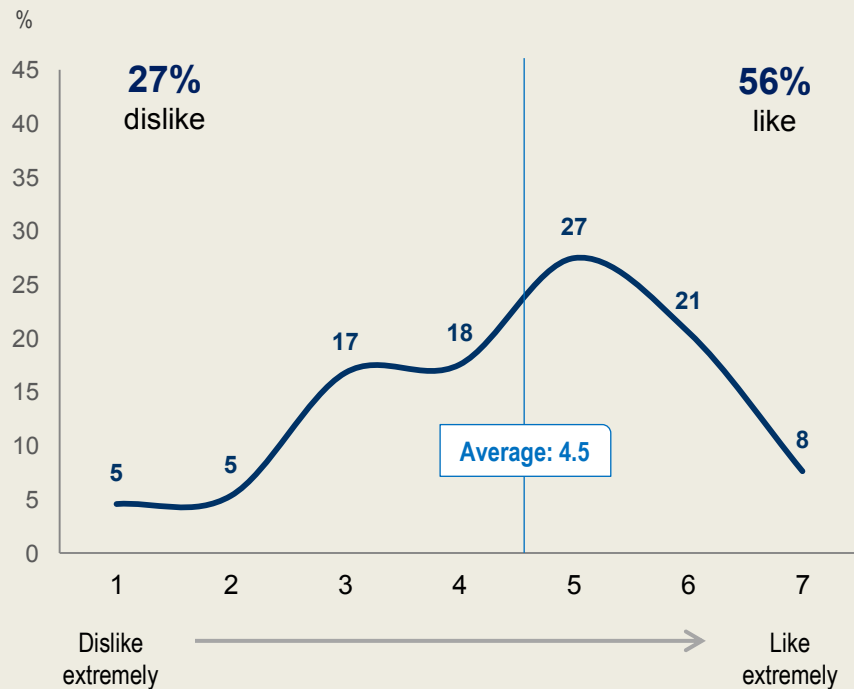
Taste – Flesh Texture

Williams Bon Chrétien



Average in groups where Williams tested first:
4.9

ANP0118



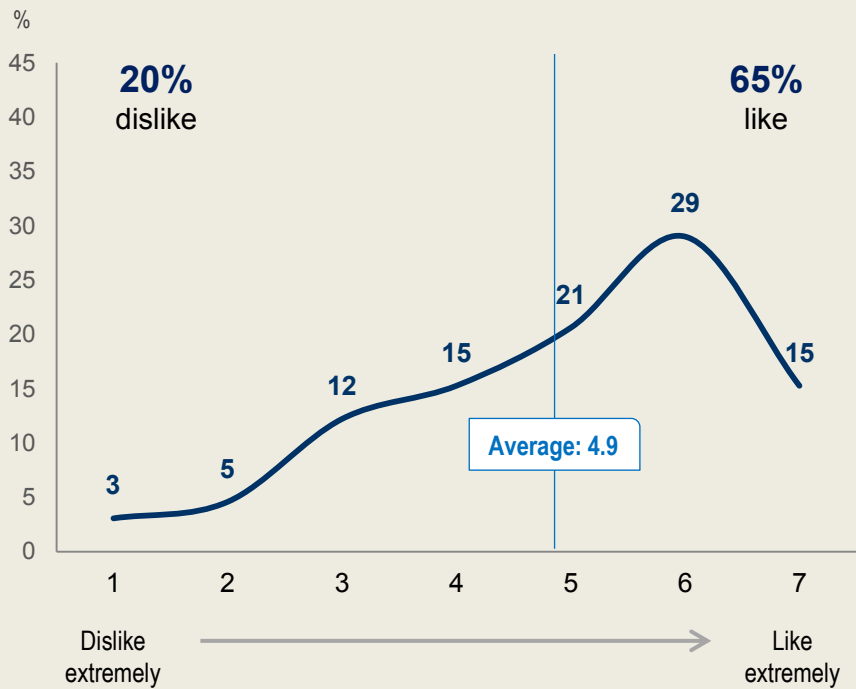
Average in groups where ANP0118 tested first:
4.7

Q14. Flesh texture

Dislike = 1-3; like = 5-7

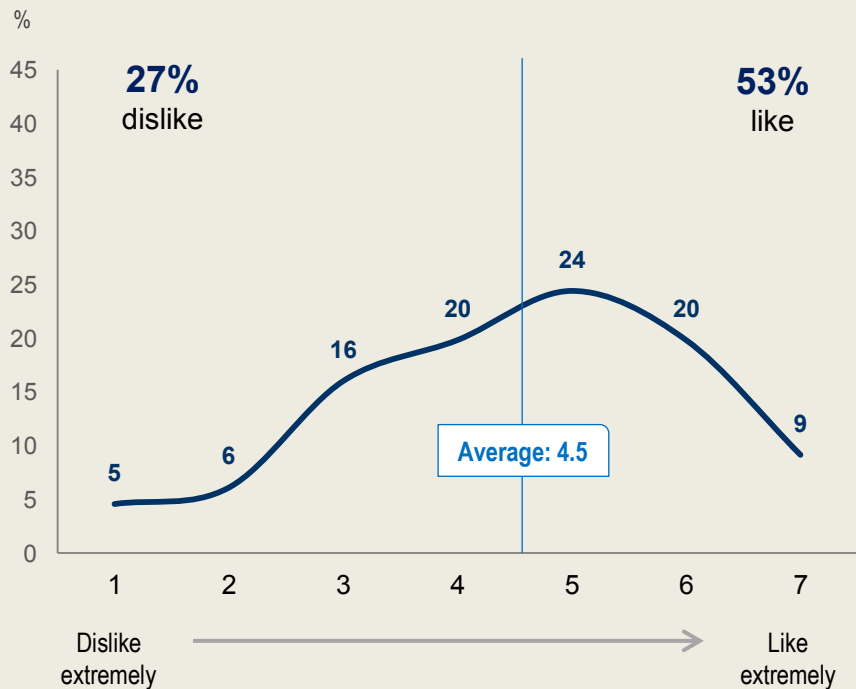
Taste – After-Taste

Williams Bon Chrétien



Average in groups where Williams tested first:
5.2

ANP0118

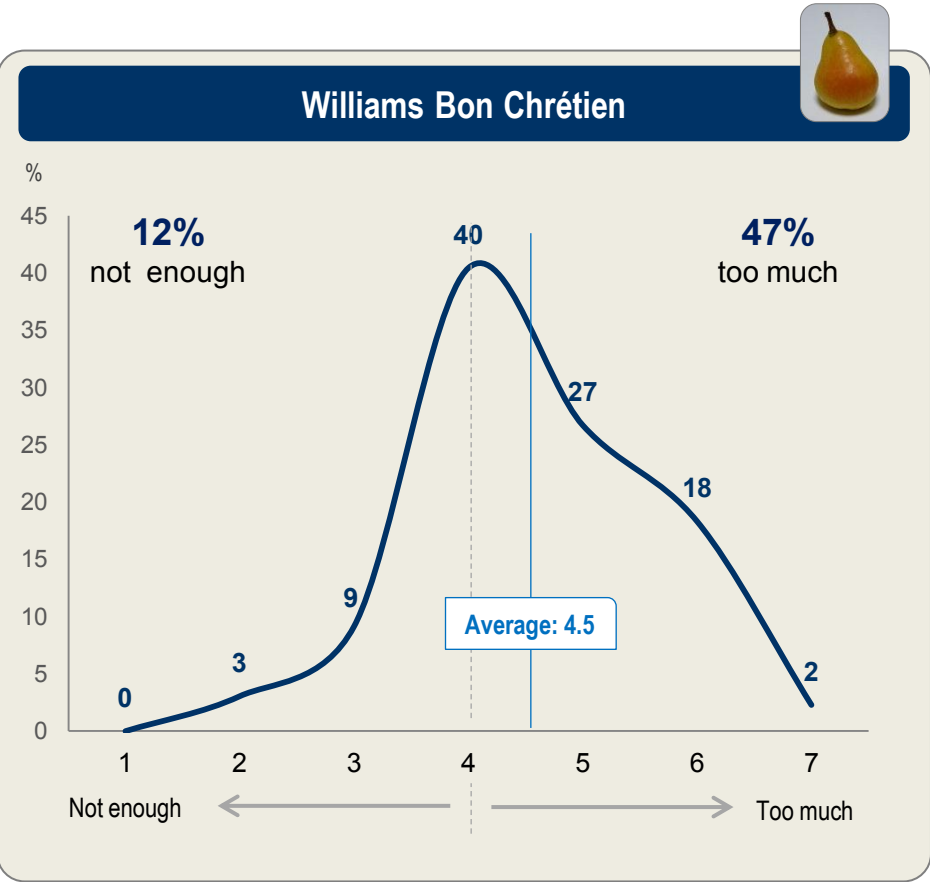


Average in groups where ANP0118 tested first:
5.0

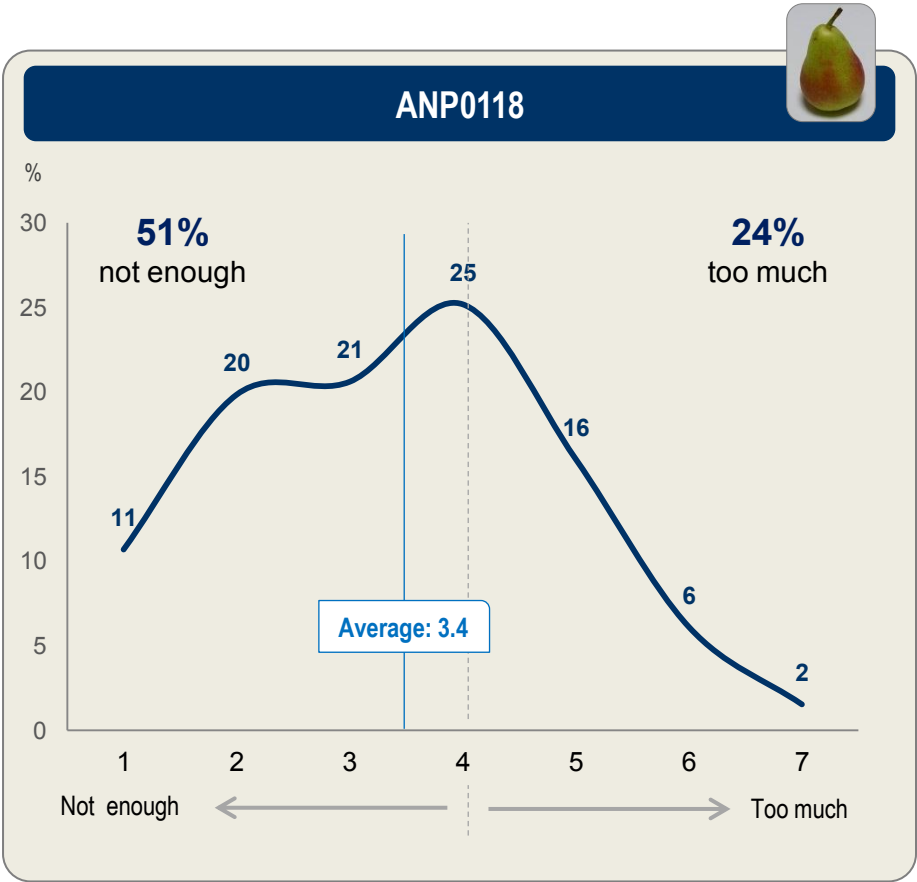
Q18. After-taste

Dislike = 1-3; like = 5-7

Taste – Intensity of Sweetness



Average in groups where Williams tested first:
4.5

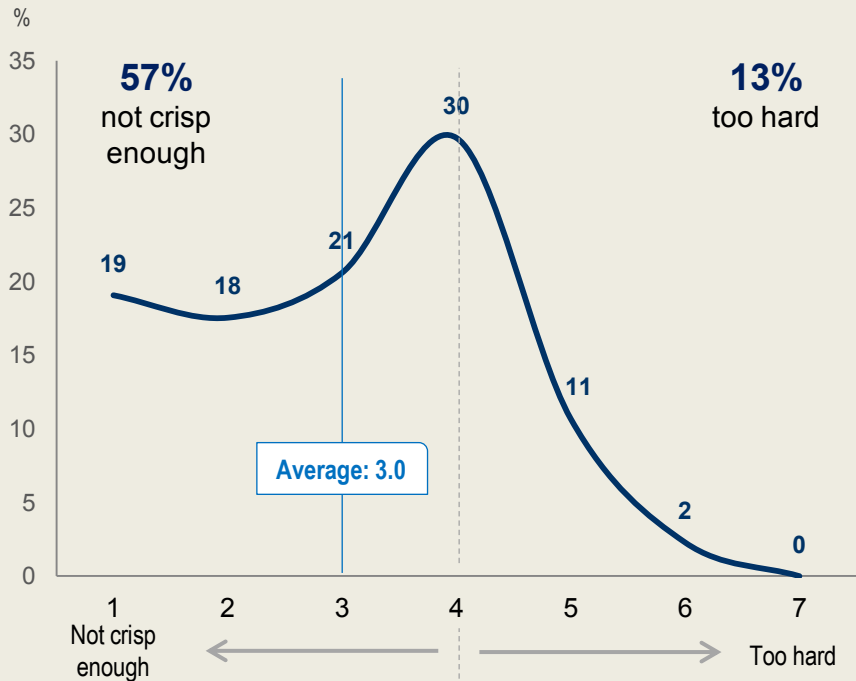


Average in groups where ANP0118 tested first:
3.5

Q13. Intensity of sweetness
Not enough = 1-3; Too much = 5-7

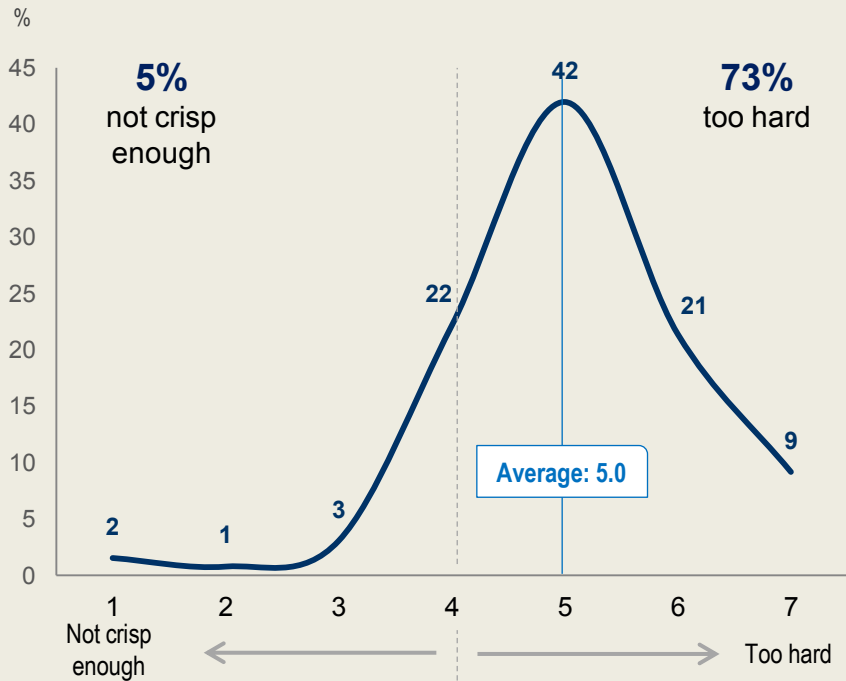
Taste - Crispiness

Williams Bon Chrétien



Average in groups where Williams tested first:
3.3

ANP0118



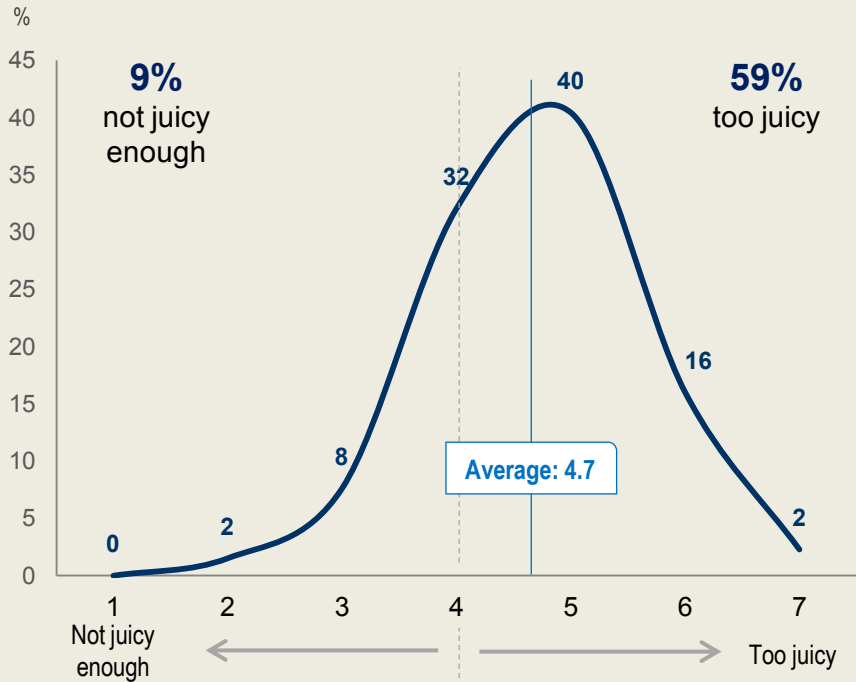
Average in groups where ANP0118 tested first:
4.8

Q15. Crispiness

Not crisp enough = 1-3; Too hard = 5-7

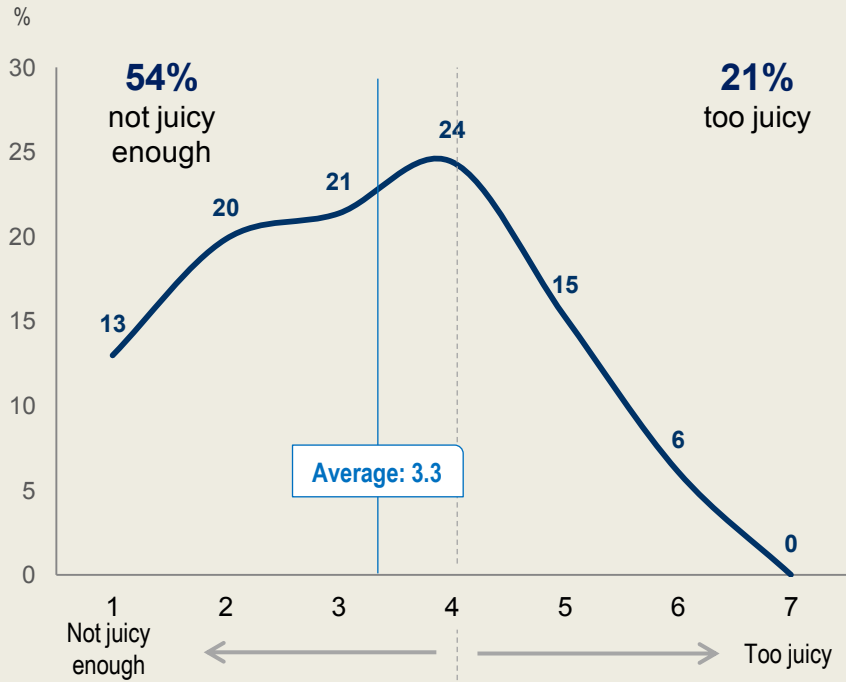
Taste - Juiciness

Williams Bon Chrétien



Average in groups where Williams tested first:
4.6

ANP0118



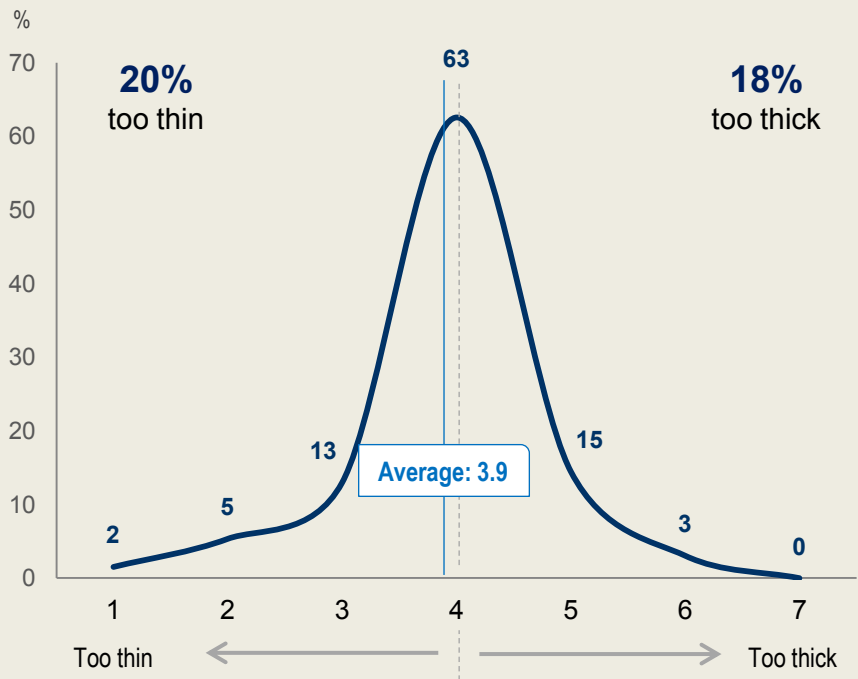
Average in groups where ANP0118 tested first:
3.5

Q16. Juiciness

Not juicy enough = 1-3; Too juicy = 5-7

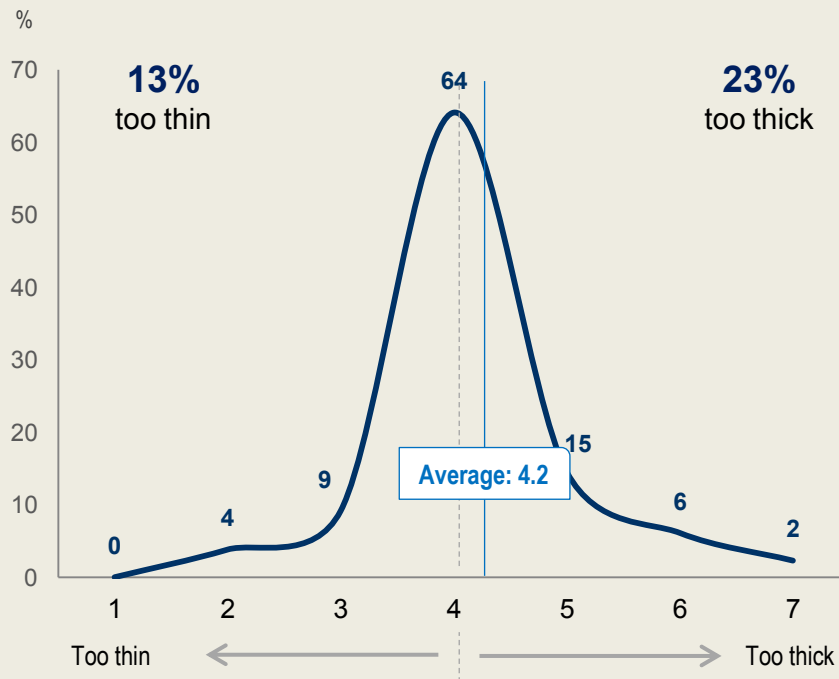
Taste – Skin Thickness

Williams Bon Chrétien



Average in groups where Williams tested first:
3.9

ANP0118



Average in groups where ANP0118 tested first:
4.3

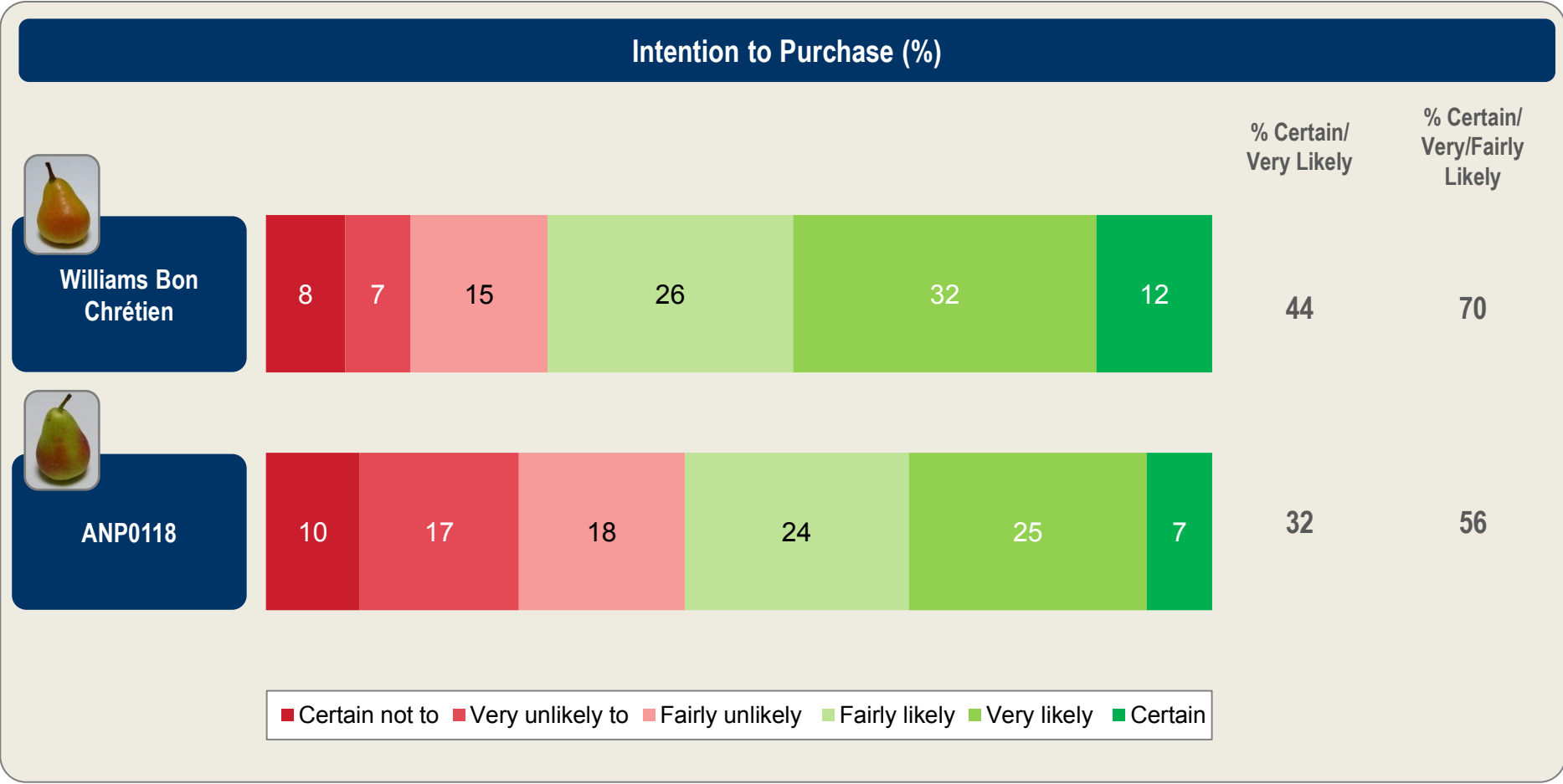
Q17. Skin thickness

Too thin = 1-3; Too thick = 5-7



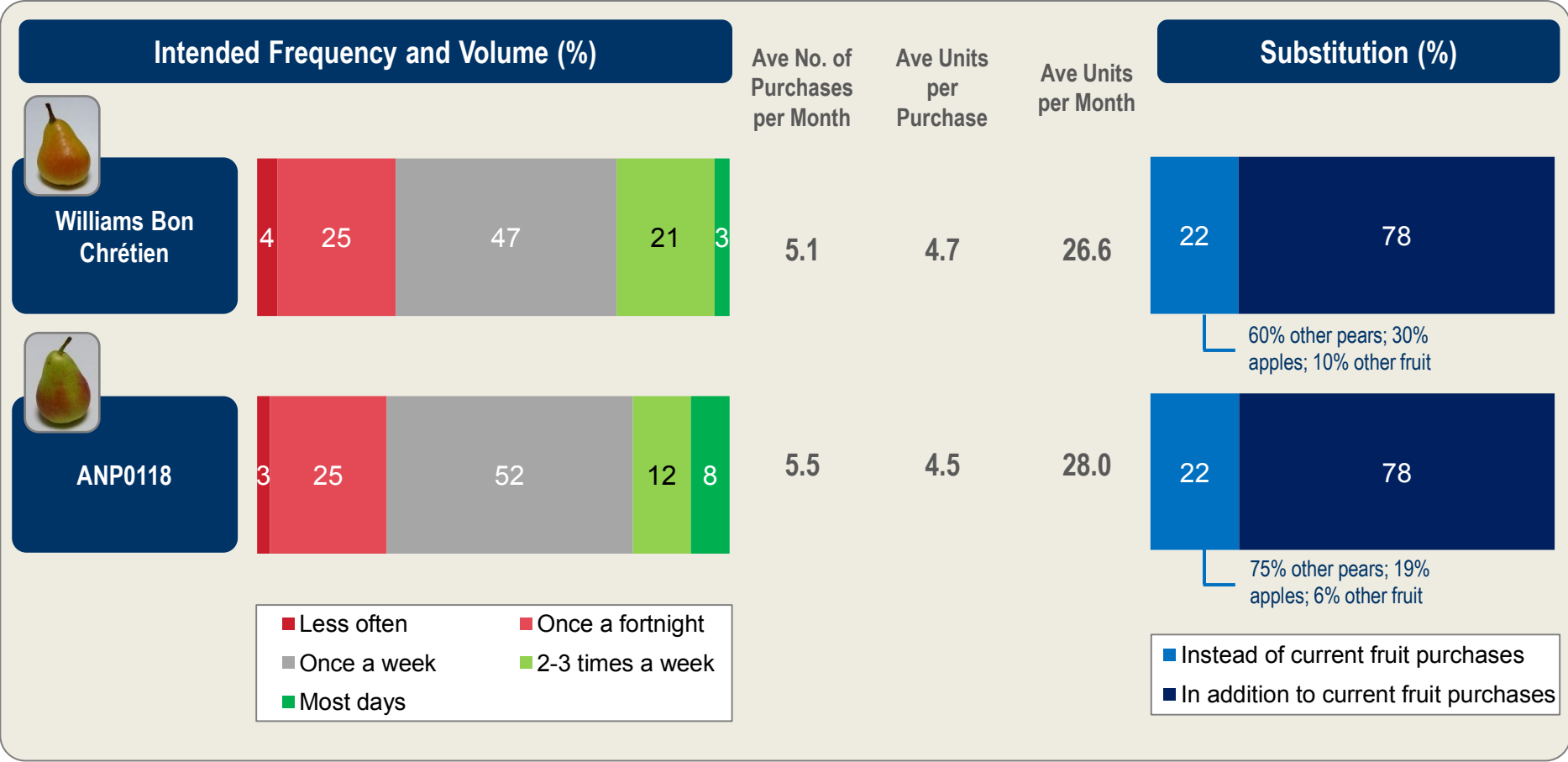
Purchase Intent and Pricing

Intention to Purchase



Base: Total sample, n=131
Q23. Intention to purchase

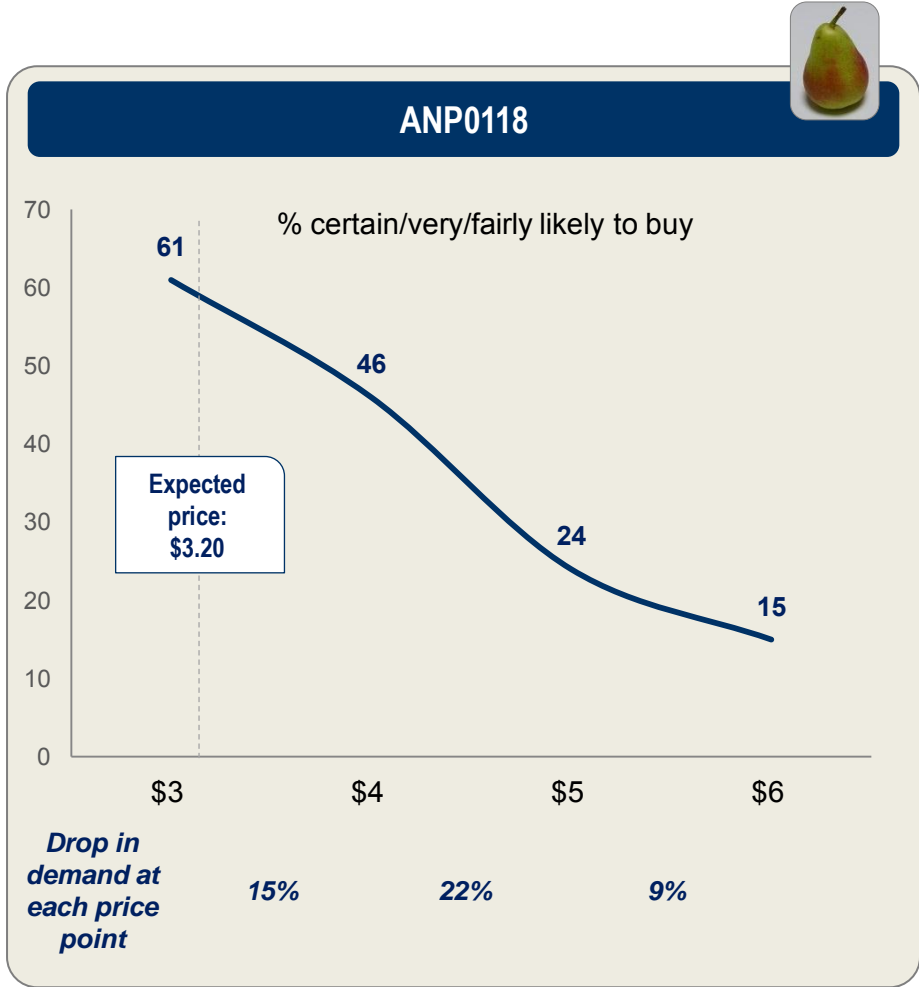
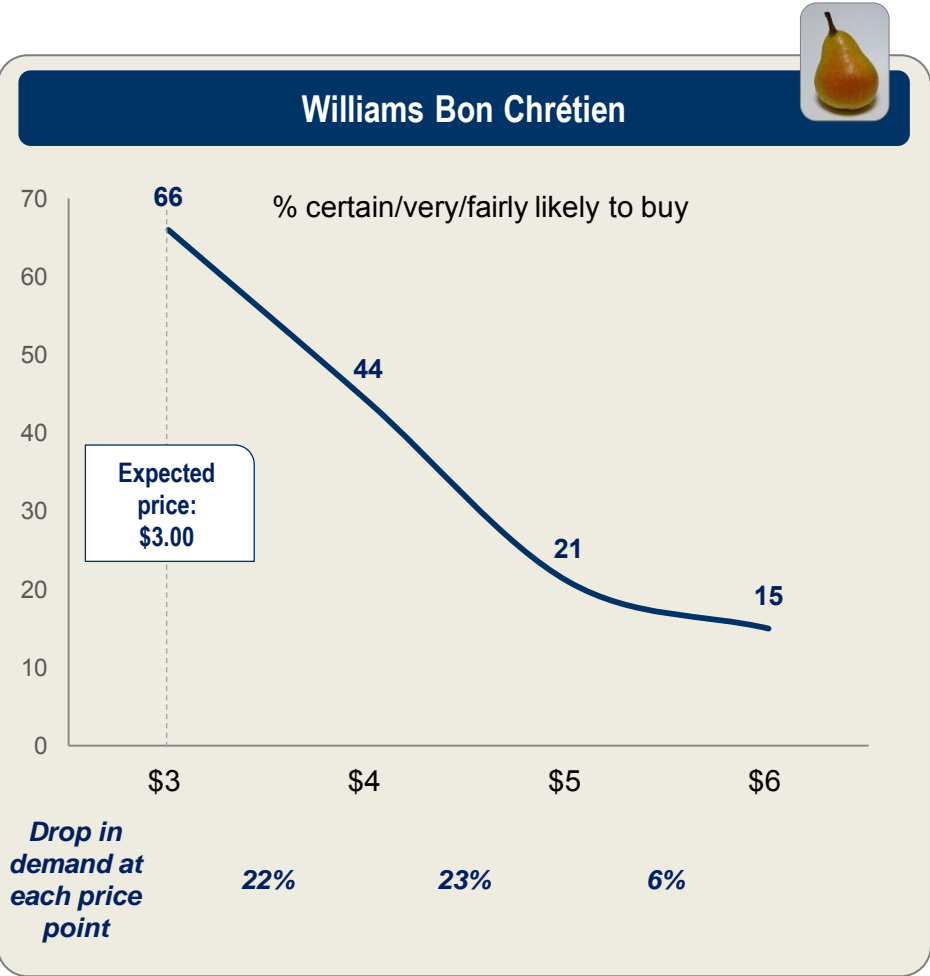
Intended Purchase Frequency and Volume



Base: Certain/very/fairly likely to purchase – Williams n=92; ANP0118 n=73

Q24. Intended purchase frequency; Q25. Intended units purchased; Q26/Q27. Substitution

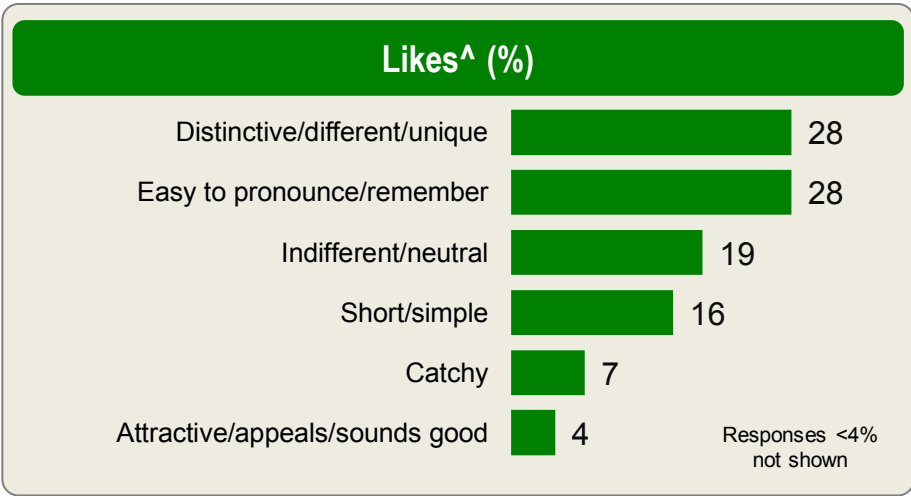
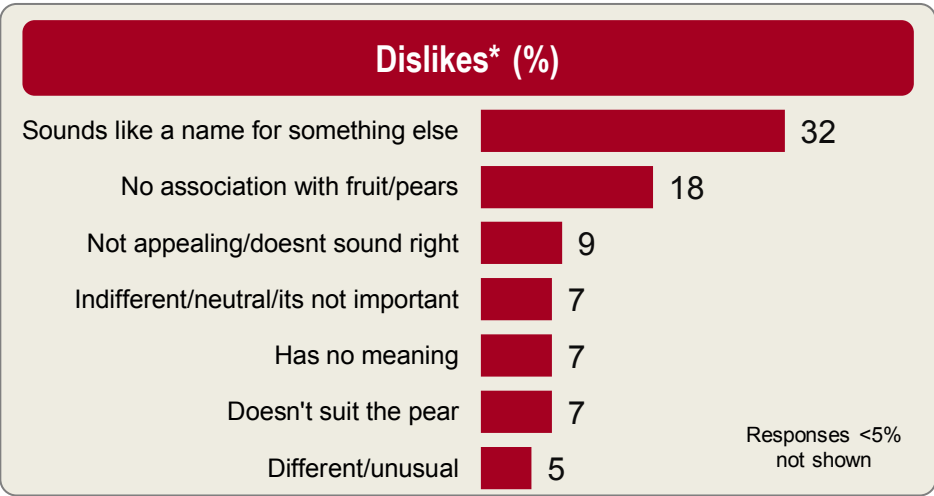
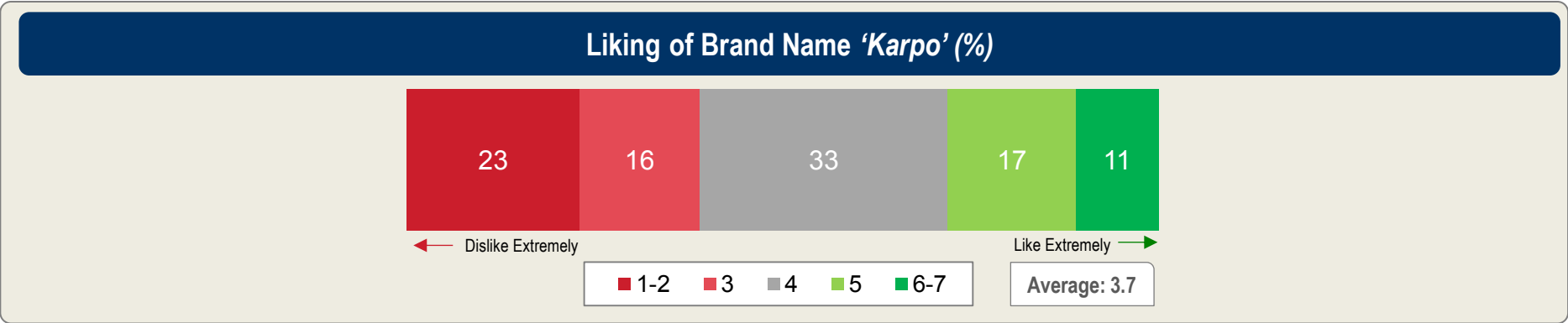
Price Demand – Willingness to Pay



Base: Total sample, n=131
Q28-Q32 Pricing

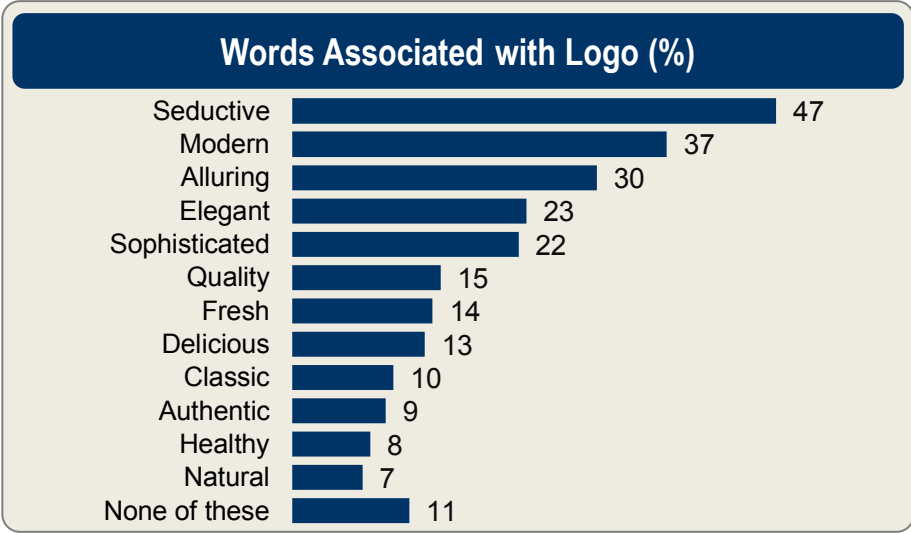
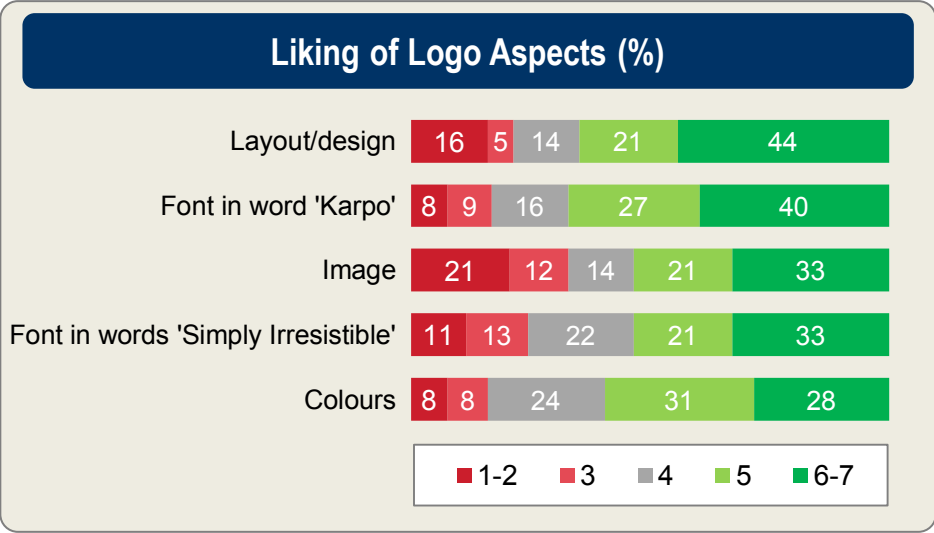
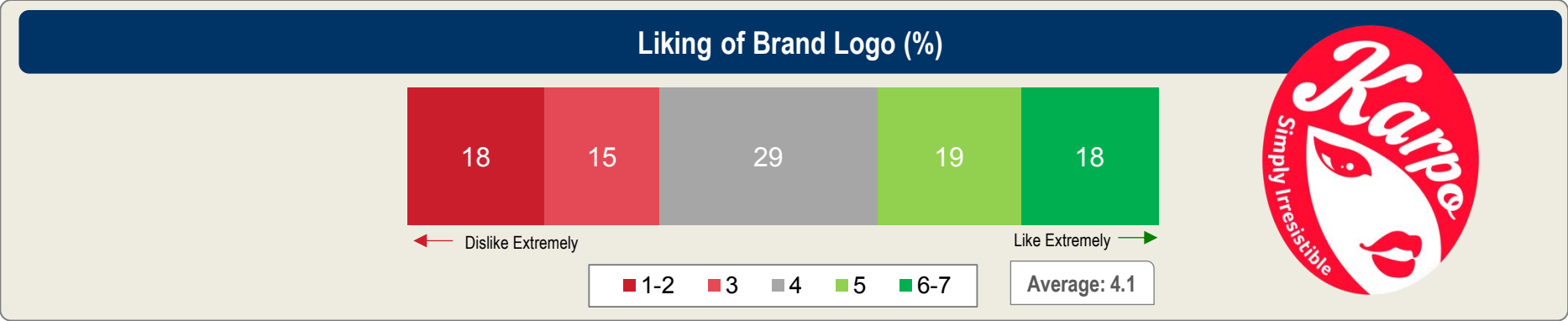


Marketing Elements



Base: Total sample, n=131; *Those who rated the name 1-4, n=94; ^Those who rated the name 4-7, n=69

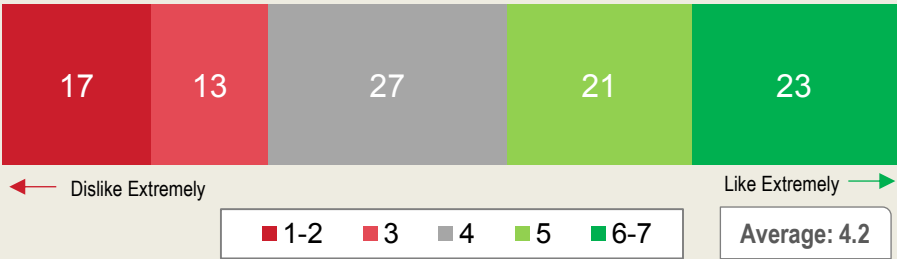
Q33. Liking of brand name; Q34. Brand name likes; Q35. Brand name dislikes



Base: Total sample, n=131;
Q36. Liking of logo; Q37. Liking of logo aspects; Q38. Words associated with logo



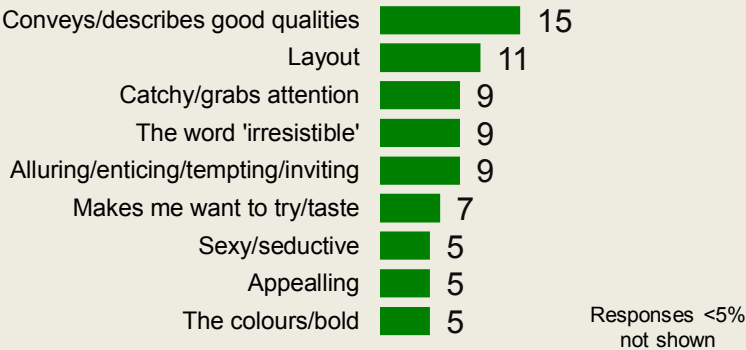
Liking of Brand Slogan ‘Everything Irresistible About Pears’ (%)



Dislikes* (%)



Likes^ (%)



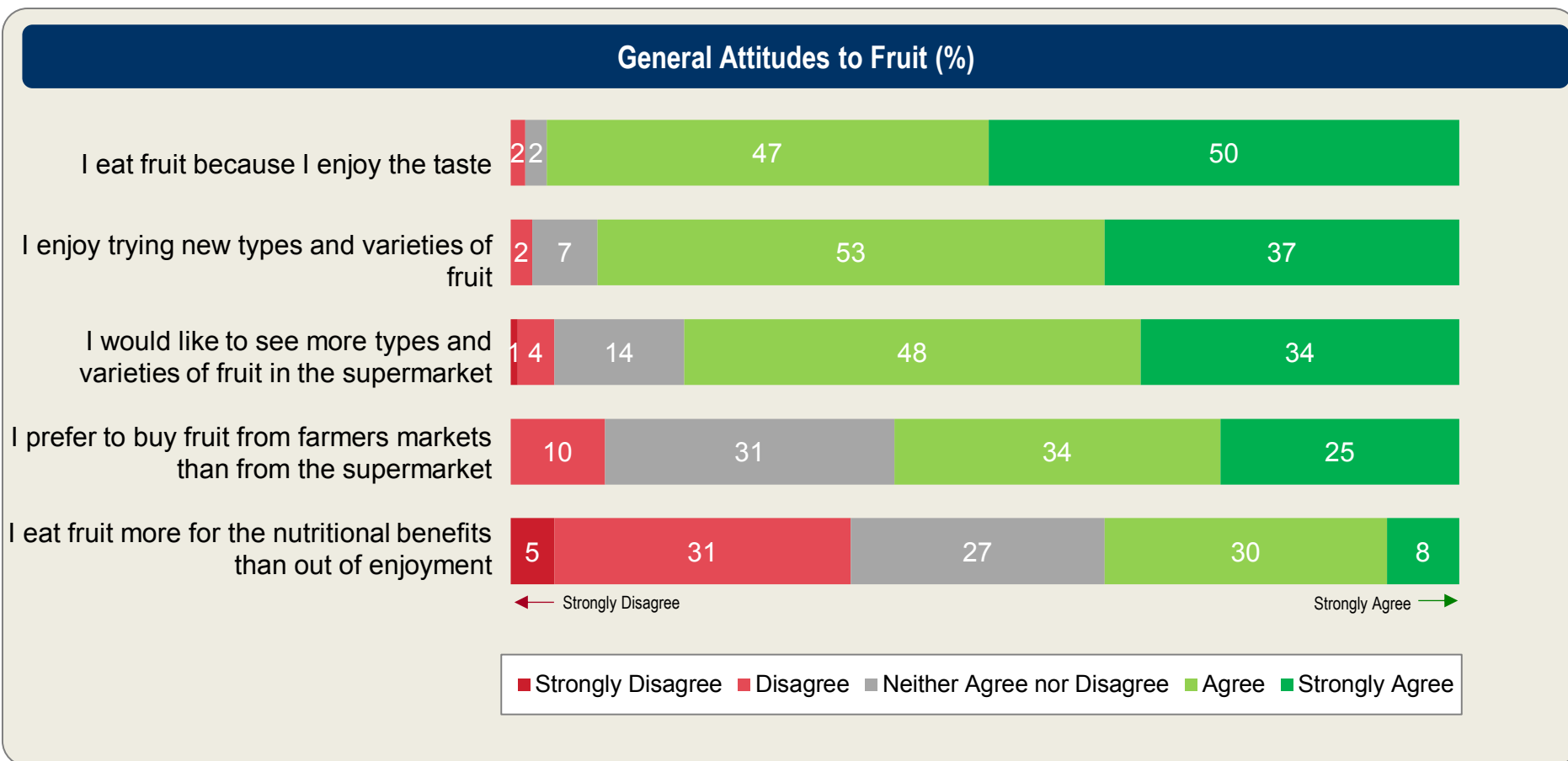
Base: Total sample, n=131; *Those who rated the slogan 1-4, n=92; ^Those who rated the slogan 4-7, n=74

Q39. Liking of slogan; Q40. Slogan likes; Q41. Slogan dislikes



General Attitudes to Fruit and Pears

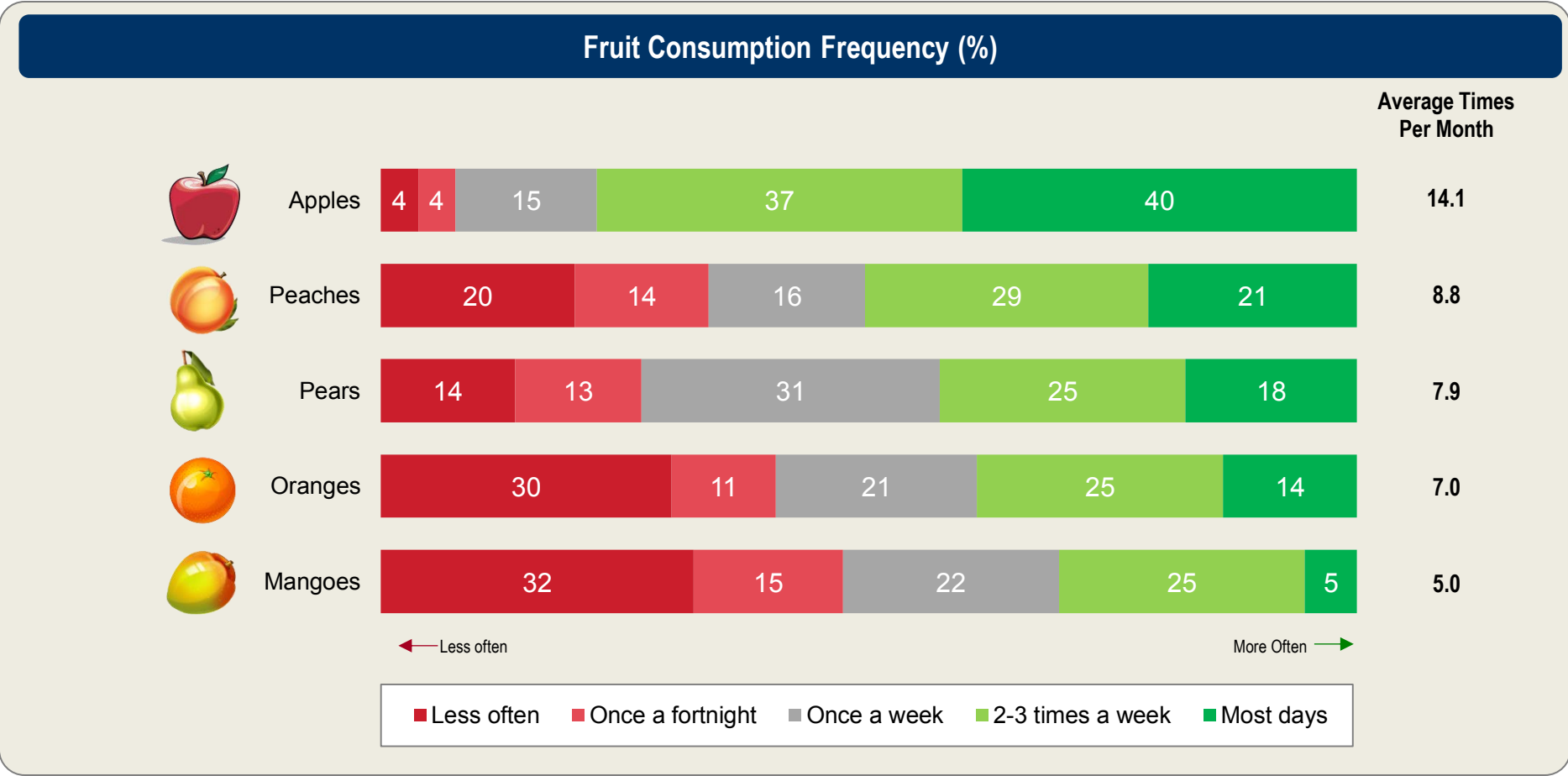
Attitudes to Fruit



Base: Total sample, n=131

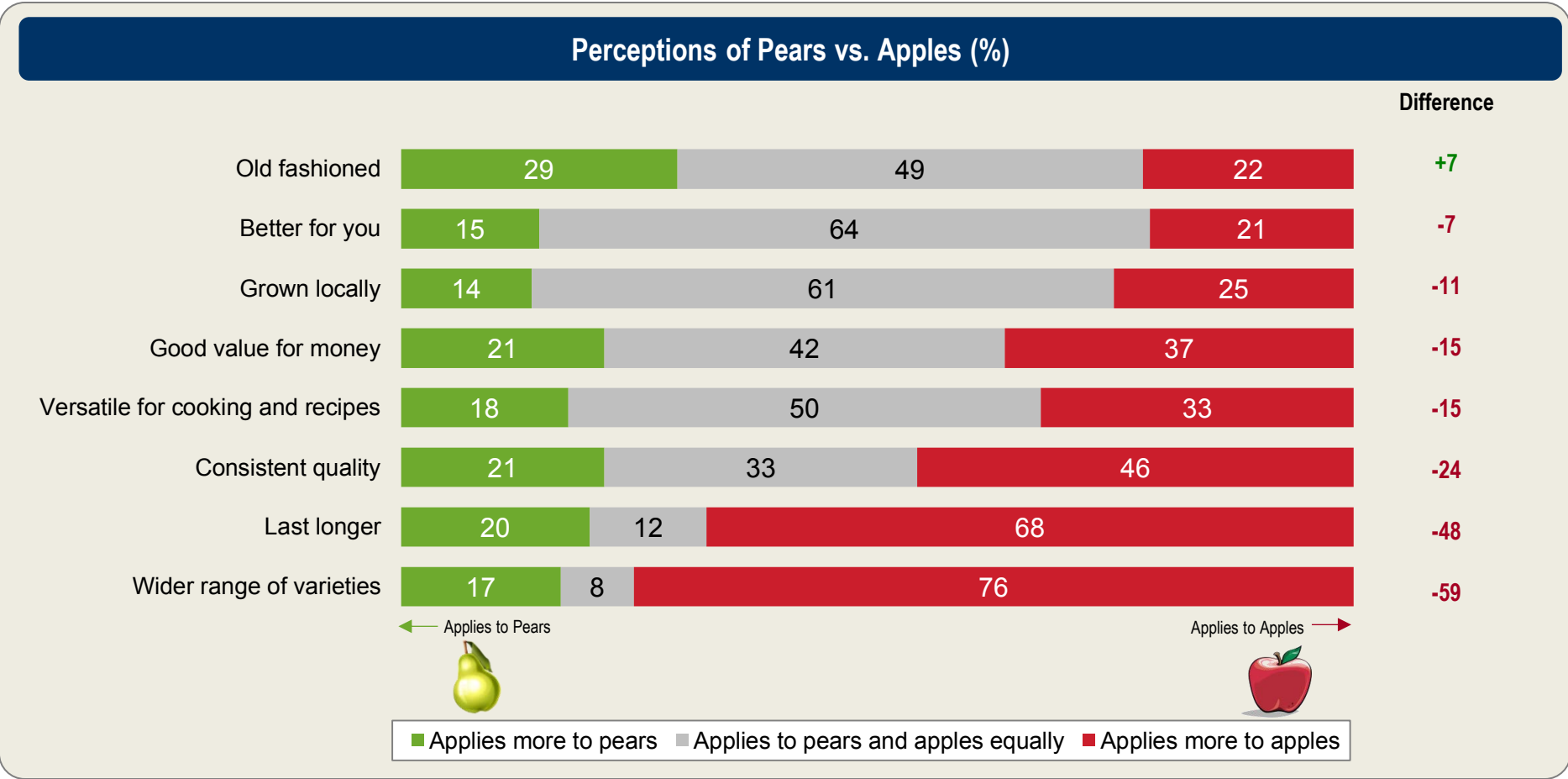
Q2a. Attitudes to fruit

Fruit Consumption Frequency



Base: Total sample, n=131
Q44. Fruit consumption frequency

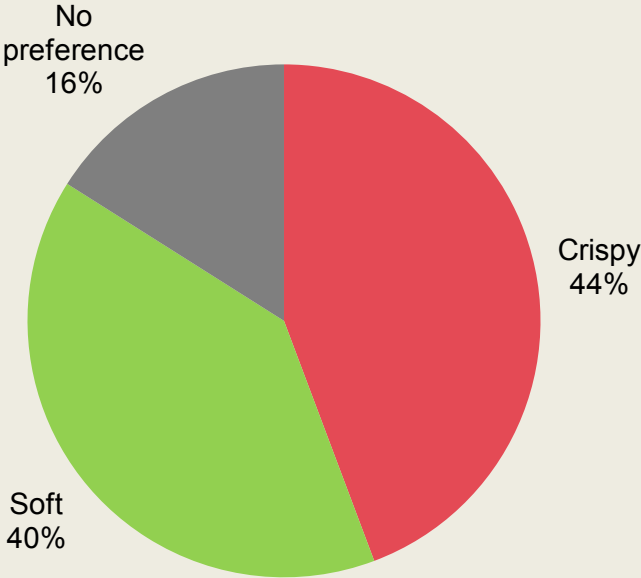
Perceptions of Pears vs. Apples



Base: Total sample, n=131
Q2b. Attitudes to pears vs. apples

Pear Texture Preferences – Soft or Crispy?

Pear Texture Preferences



Product Evaluations (Mean Scores)

	Williams			ANP0118		
	Crispy	Soft	None	Crispy	Soft	None
Overall liking	4.2	5.8	5.2	5.2	3.5	4.8
Overall appearance	3.5	4.5	3.8	5.7	5.3	5.7
Colour	3.9	5.2	4.5	5.8	5.1	5.6
Shape	4.8	5.6	5.0	5.7	5.7	5.7
Skin appearance	2.9	4.1	3.6	5.6	5.3	5.5
Skin texture	3.7	5.0	4.4	5.4	5.1	5.0
Aroma	4.7	5.6	5.6	4.4	3.7	4.0
Overall taste	4.6	5.9	5.5	5.1	3.4	4.8
Intensity of sweetness	4.6	4.4	4.6	4.1	2.7	3.3
Flesh texture	4.0	5.4	4.9	5.3	3.6	4.4
Crispiness	2.3	3.8	3.1	4.8	5.5	4.7
Juiciness	4.7	4.7	4.7	3.8	2.6	3.3
After-taste	4.3	5.7	4.9	5.0	3.8	4.6

Red font indicates significantly higher score
Green font indicates significantly lower score

Base: Total sample, n=131
Q49. Pear preference



MELBOURNE
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F 61 3 8199 0172

SYDNEY
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Sydney NSW 2000
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F 61 2 9262 5774

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All Sweeney Research studies are conducted in accordance with the International Standard ISO 20252



Pear Sensory Test – ANP0131

TOPLINE RESEARCH REPORT

Sweeney Contacts:

Lewis Jones and Jacquie Norton

Coregeo/APAL Contact:

Russell Soderlund

Ref. No.

22961

Date:

May 2013 – V1



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Sweeney Research is accredited under the International Standard, ISO 20252.
All aspects of this study have been completed in accordance with the requirements of that scheme.



Introduction

Background

- Coregeo® Australia is a division of Apple and Pear Australia Ltd (APAL), the peak body for Australian apple and pear growers
- Coregeo has been licensed the rights to evaluate and commercialise two pear varieties
- As part of the evaluation phase, Coregeo identified a need to conduct sensory testing of the pear varieties among consumers as well as measure consumer reactions to the potential pear variety names, trademarks and positionings
- The research findings will inform decisions regarding...
 - The commercialisation of the new pear varieties
 - The associated pear variety names
 - The associated marketing content
 - The trademark design
 - The pricing
- The new pear varieties are ANP0118 and ANP0131, with each to be tested at different times of the year according to their seasonality
- This report contains the findings for ANP0131



Research Objectives

The overall aim of the research was...

- To gauge consumer reactions to the two new pear varieties and associated names and market positioning



The specific research objectives included...

Sensory Evaluation

- Conduct consumer testing of the new pear variety against the existing pear varieties of Williams Bon Chrétien (for ANP0118) and Packham's Triumph (for ANP0131)

Marketing Guidance

- Identify the attributes of the new varieties that have greatest appeal and value for consumers (e.g. skin colour, general appearance, size, flavour, texture, sweetness, juiciness, overall eating quality, etc.)

Pricing Guidance

- Determine the expected price point for the new pear varieties compared to the existing market

Trademark Evaluation

- Evaluate the trademark names assigned to the two pear varieties

Marketing Slogan Reactions

- Assess reactions to the marketing slogans developed for the two pear varieties

Research Methodology

The study involved central location sensory clinics conducted in South Melbourne between Saturday 18th and Sunday 19th May, 2013.

To be eligible for participation, all respondents were required to...

- Be aged 20-69 years
- Have lived in Australia for at least 2 years
- Eat pears and/or apples at least weekly
- Not work in research, marketing, advertising, agriculture or food distribution
- Have adequate levels of English and computer literacy skills.

A total of 106 self-completion tablet surveys were completed, with the final sample achieved shown on the right.

The average survey duration was around half an hour.

To achieve the 106 interviews, 117 potential respondents were recruited to participate in the research – a participation rate of 90.6%.

Between 5-15 people attended each session. Respondents received \$80 to attend.

Respondent Sample Structure			
		No. of Interviews #	Max Margins of Error ¹ +/-
Total			
Gender	Male	43	14.9%
	Female	88	10.4%
Age	20-29 years	25	19.6%
	30-39 years	24	20.0%
	40-49 years	27	18.9%
	50-59 years	29	18.2%
	60-69 years	26	19.2%

¹Maximum margins of error shown are based on a research finding of 50% at the 95% Confidence Interval



Testing Process and Materials

The sensory testing involved a blind product test – products were evaluated one at a time in randomised order

Testing Process

Pre-recruitment of 20-69 year old pear/apple consumers

Attitudinal Statements

Blind Taste Test (Pear 1)

Respondents evaluate first (randomly selected) pear blind based on appearance, aroma and taste

Price Evaluation (Pear 1)

Respondents indicate intention to purchase pear at various price points

Blind Taste Test (Pear 2)

Respondents evaluate second pear blind based on appearance, aroma and taste

Price Evaluation (Pear 2)

Respondents indicate intention to purchase pear at various price points

Marketing Evaluation (ANP0131)

Respondents evaluate brand name, logo and slogan

Demographics and Fruit Consumption

Products Evaluated

Two products were evaluated (current and new product), as well as the proposed brand name, logo and slogan for the new pear



Packham's Triumph
(Current product)



ANP0131
(New product)

Brand Name, Logo and Slogan




Deliza

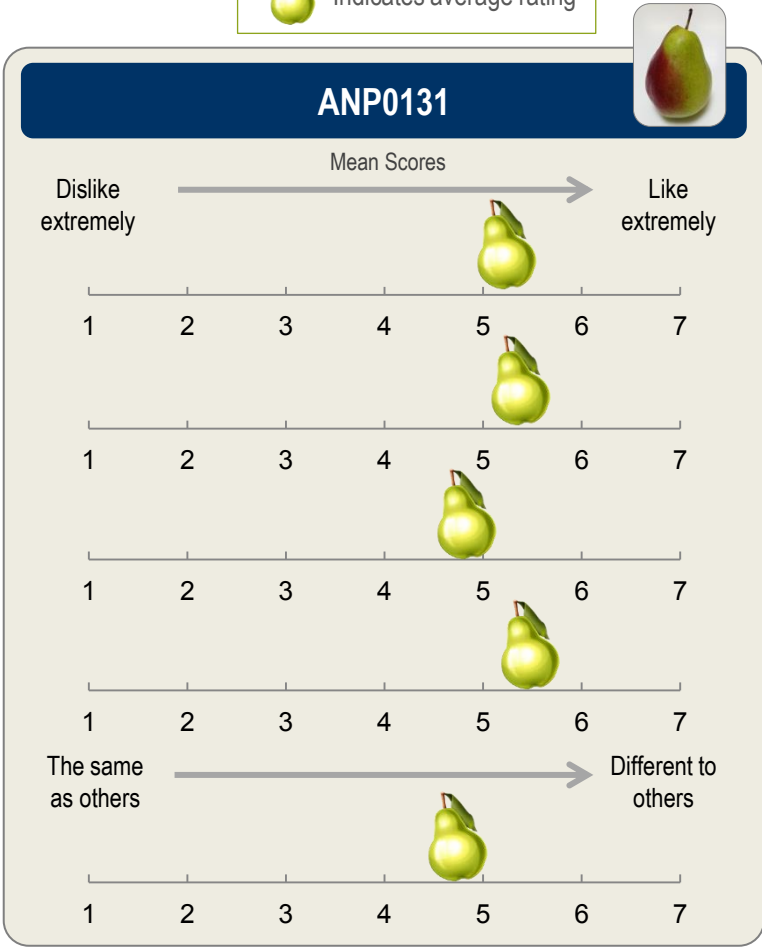
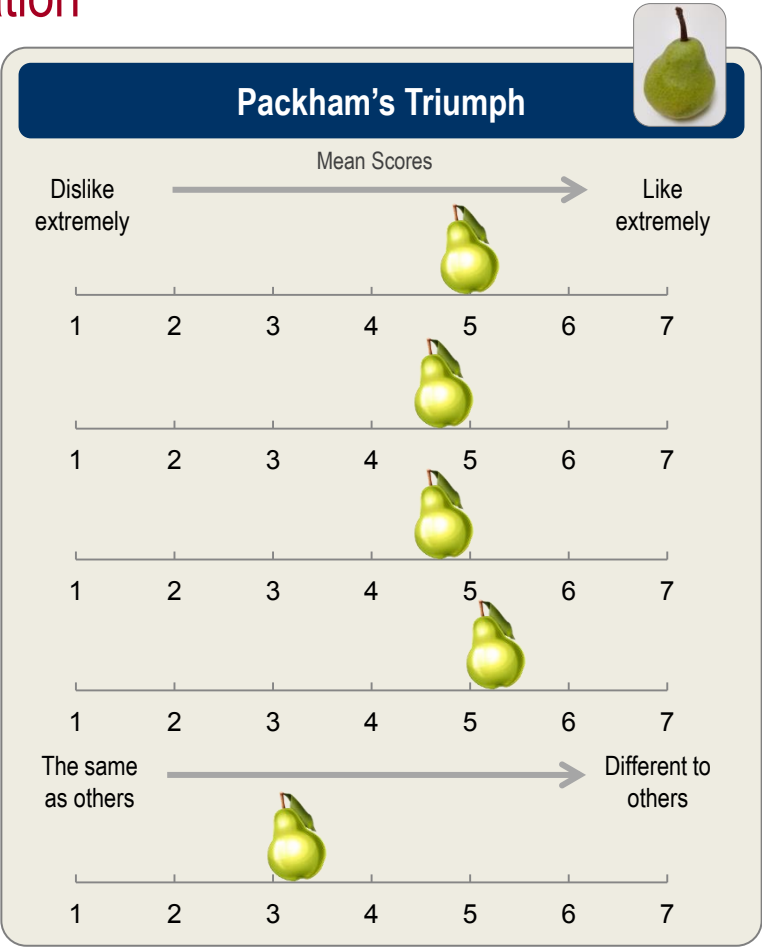
Naturally healthy pears



Summary of Results

Product Evaluation

 Indicates average rating



- Consumers showed slight overall preference for ANP0131, largely due to its appearance and distinctiveness – the pears scored very similarly on aroma and taste

Base: Total sample, n=106

Q19. Overall liking; Q4. Overall appearance; Q10. Overall aroma; Q12. Overall taste; Q20. Distinctiveness/uniqueness

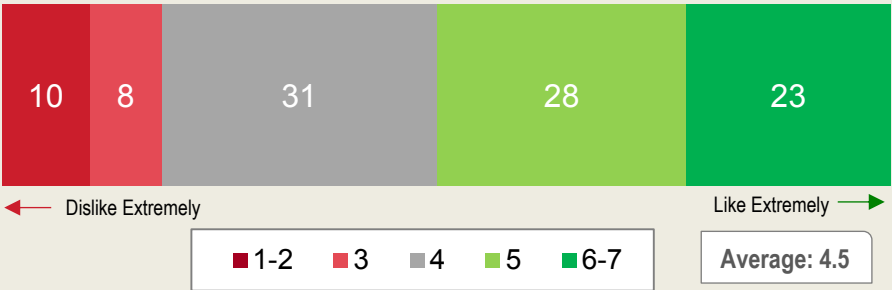
Purchase Intentions and Pricing



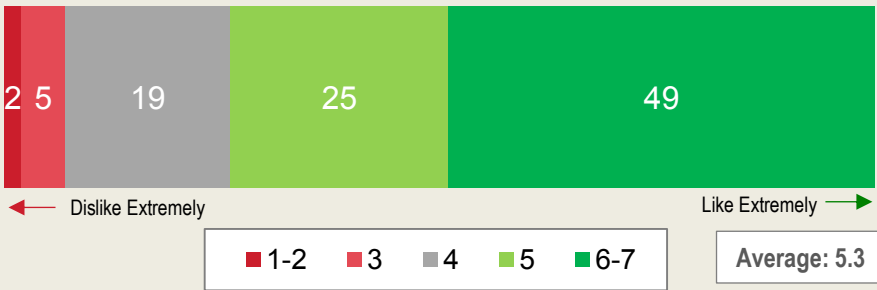
Marketing Evaluation



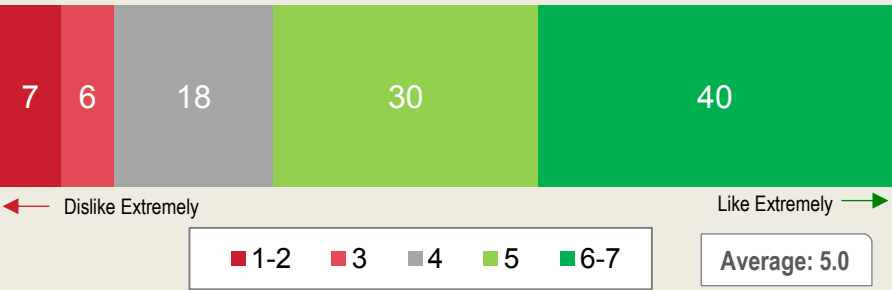
Brand Name 'Deliza' (%)



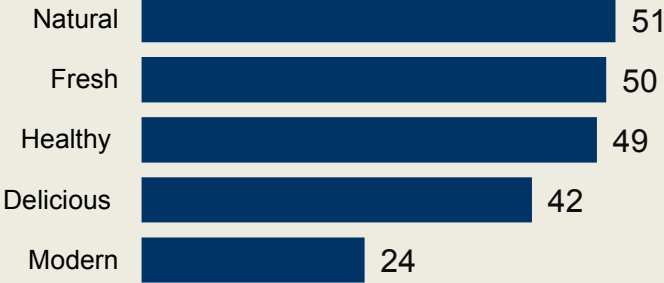
Brand Logo (%)



Brand Slogan 'Naturally Healthy Pears' (%)



Words Associated with Logo (Top 5 %)



- Above average levels of appeal for the brand name 'Deliza' (average rating of 4.5 out of 7), and pleasing results for the brand logo and slogan (average rating of around 5 out of 7)
- The logo was most associated with being natural, fresh and healthy

Base: Total sample, n=106

Q33. Liking of brand name; Q36. Liking of logo; Q39. Liking of slogan; Q38. Words associated with logo.

Overall Assessment of ANP0131



Overall Appeal	<p>High</p>	<ul style="list-style-type: none"> Overall appeal of ANP0131 was higher than for Packham's Triumph – this was largely due to it's appearance and distinctiveness
Taste	<p>High</p>	<ul style="list-style-type: none"> The taste/flavour of ANP0131 was well received by consumers – it was described by consumers as being sweet, with a nice after-taste
Appearance	<p>High</p>	<ul style="list-style-type: none"> ANP0131 outperformed the Packham's pear on all aspects of appearance (although skin texture and size ratings were very similar)
Distinctiveness	<p>High</p>	<ul style="list-style-type: none"> ANP0131 was certainly viewed as unique and different to other pears currently on the market – but not too unique to limit its appeal
Likelihood to Purchase	<p>High</p>	<ul style="list-style-type: none"> Purchase intent for ANP0131 was above that of Packham's, and also presents a volume opportunity with a greater reported average monthly purchases
Pricing	<p>Expected price point: \$3.50 per kilo</p>	<ul style="list-style-type: none"> Consumers expected to pay around \$3.50 a kilo for ANP0131, a 70c premium on Packham's This represents an opportunity to position the pear at the premium end
Branding	<p>Moderate</p>	<ul style="list-style-type: none"> Above average appeal for the brand name, 'Deliza' and positive feedback on the logo and slogan The brand is associated with being natural, fresh and healthy



The Detailed Findings



Product Evaluation – Overall Liking and Distinctiveness

Overall Liking and Distinctiveness - Summary

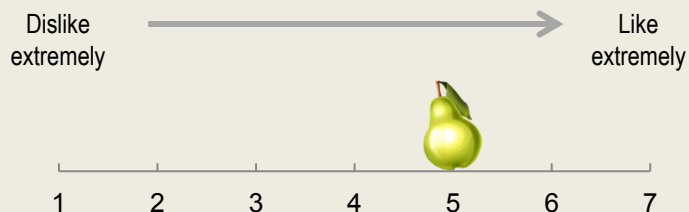


Indicates average rating

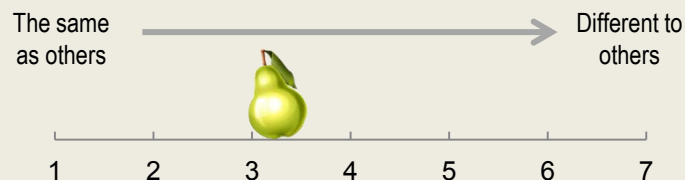


Packham's Triumph

Mean Scores



Overall Liking

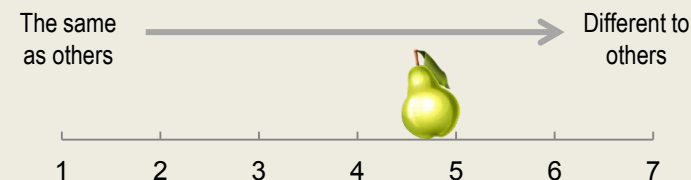
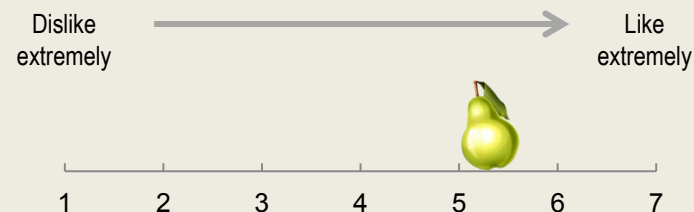


Distinctiveness/
uniqueness



ANP0131

Mean Scores

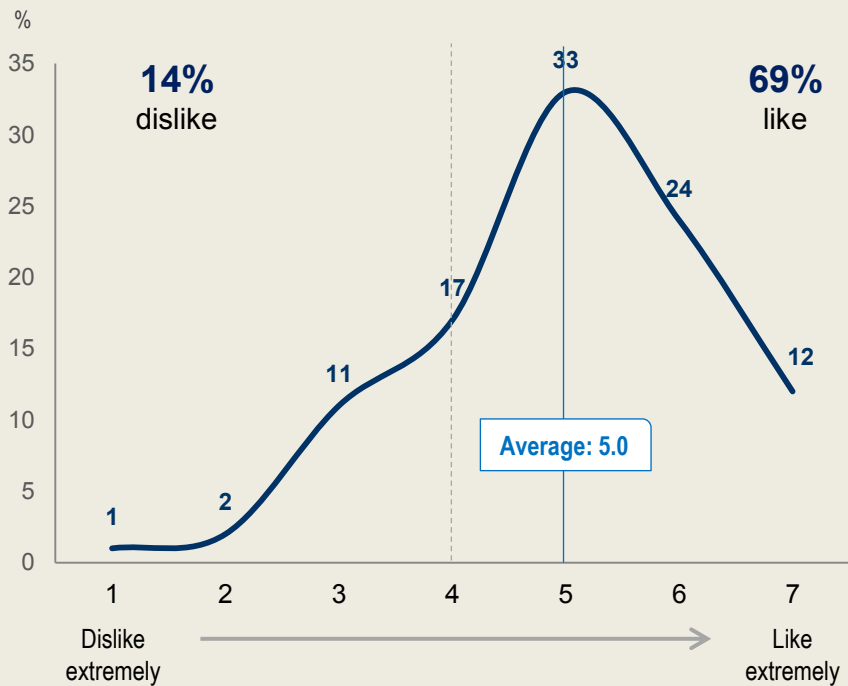


- Levels of overall appeal were slightly higher for ANP0131 than for Packham's Triumph, with a mean rating of 5.3 compared to 5.0 (out of 7)
- In terms of distinctiveness, ANP0131 was perceived to be more unique and different than the Packham's pear

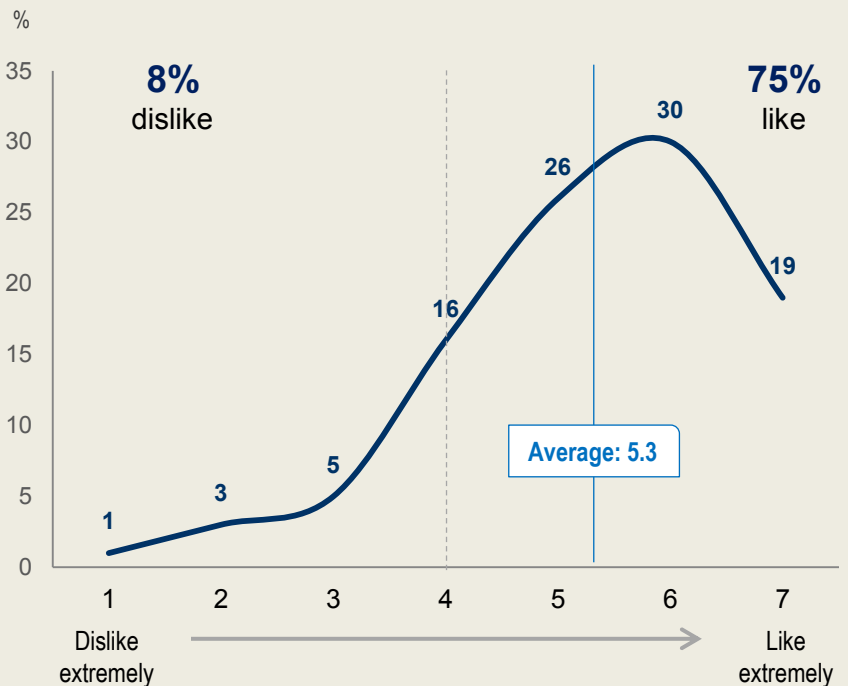
Base: Total sample, n=106

Overall Liking

Packham's Triumph

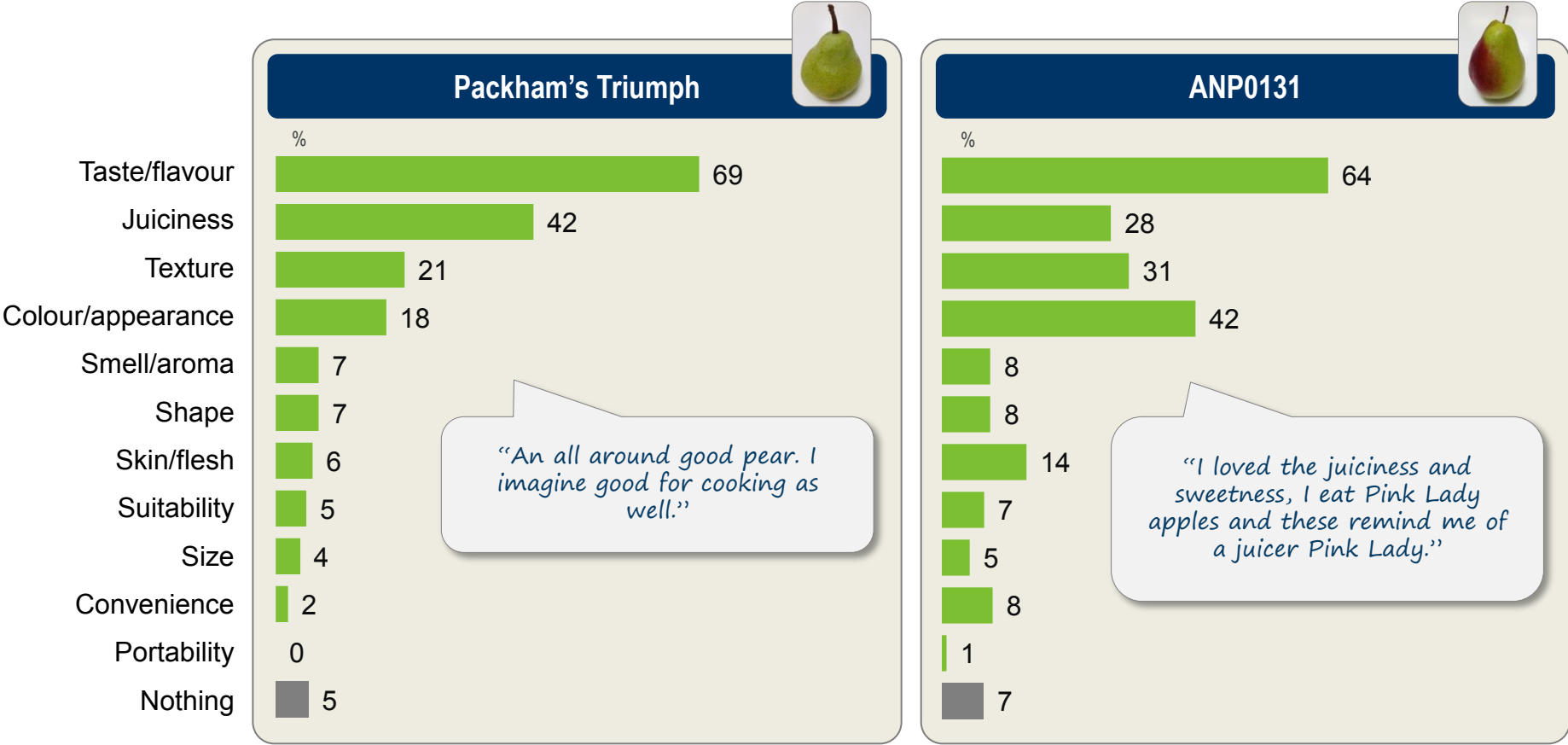


ANP0131



Base: Total sample, n=106
Q19. Overall liking. Dislike = 1-3; like = 5-7.

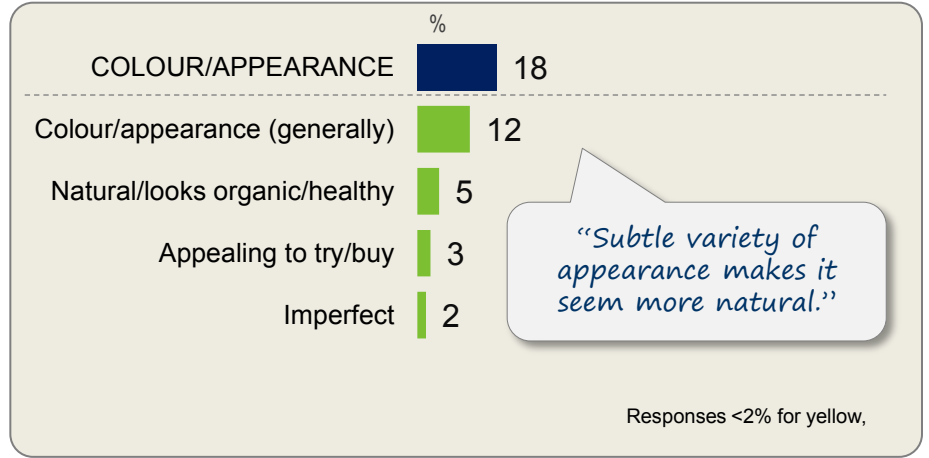
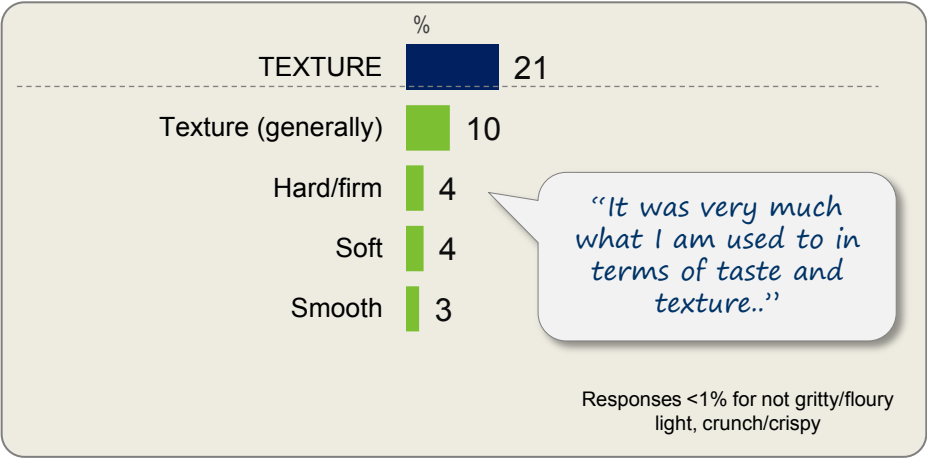
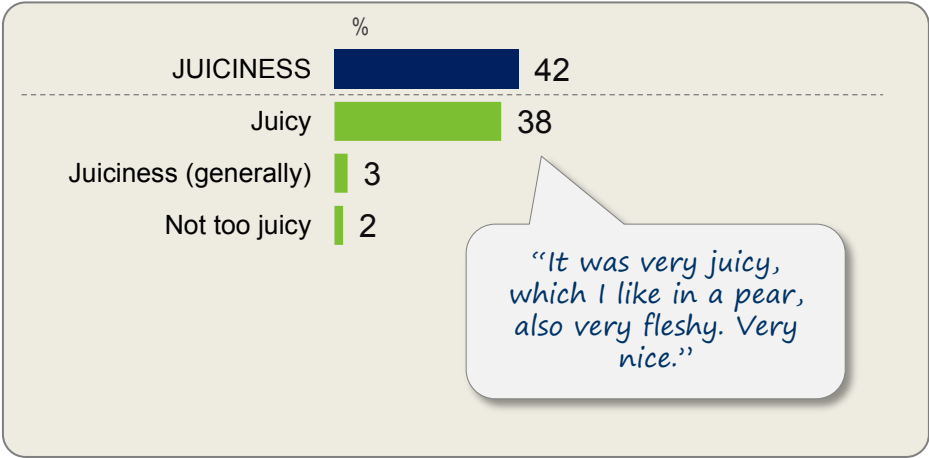
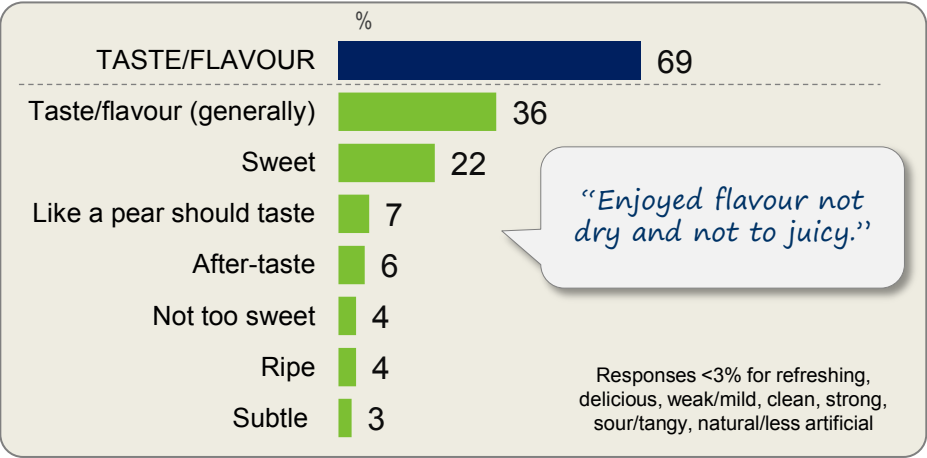
Product Likes



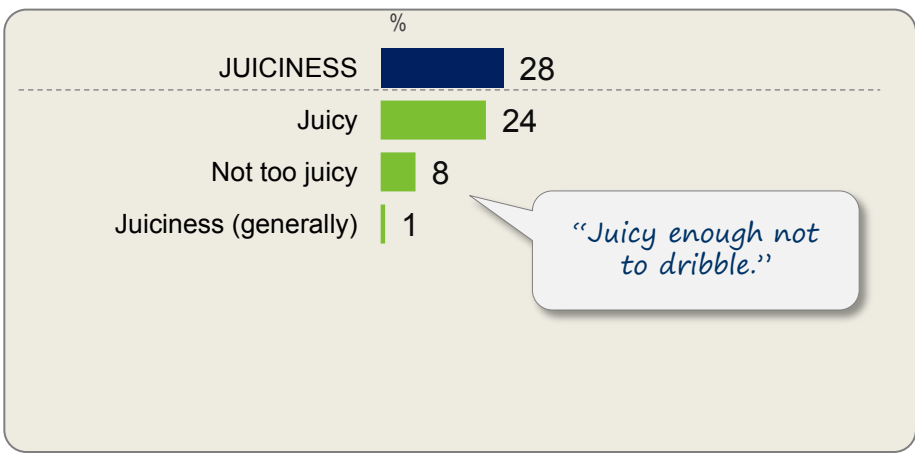
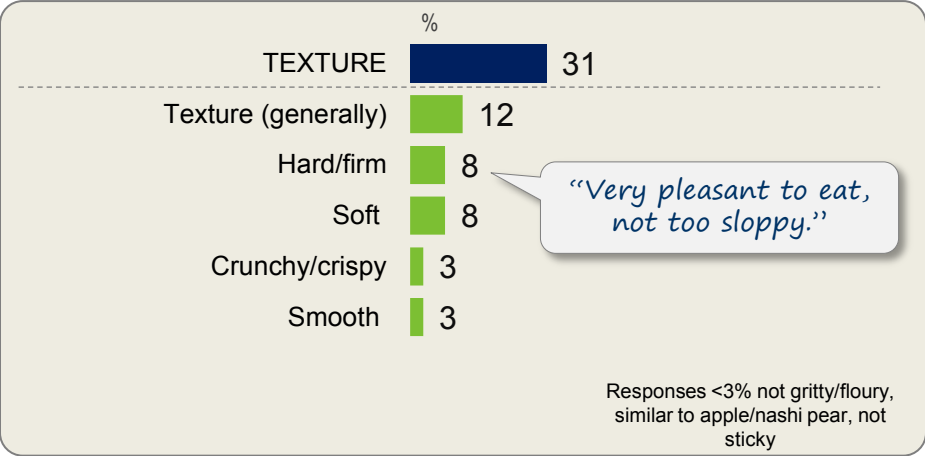
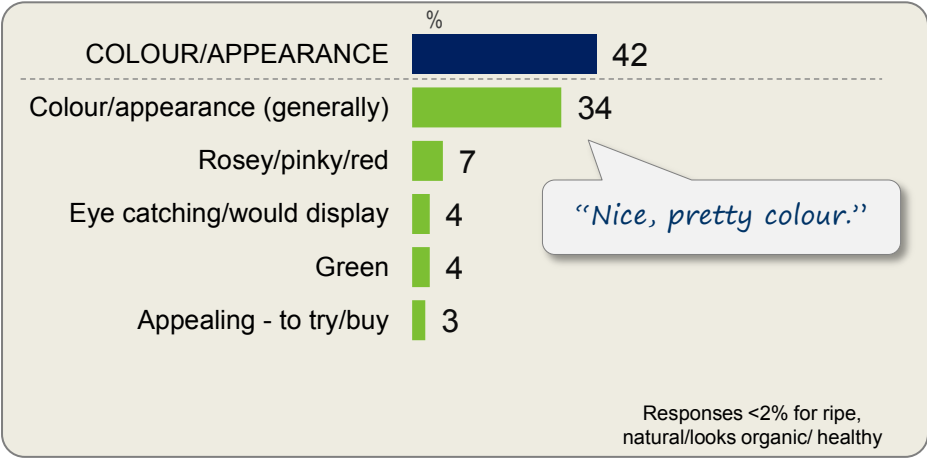
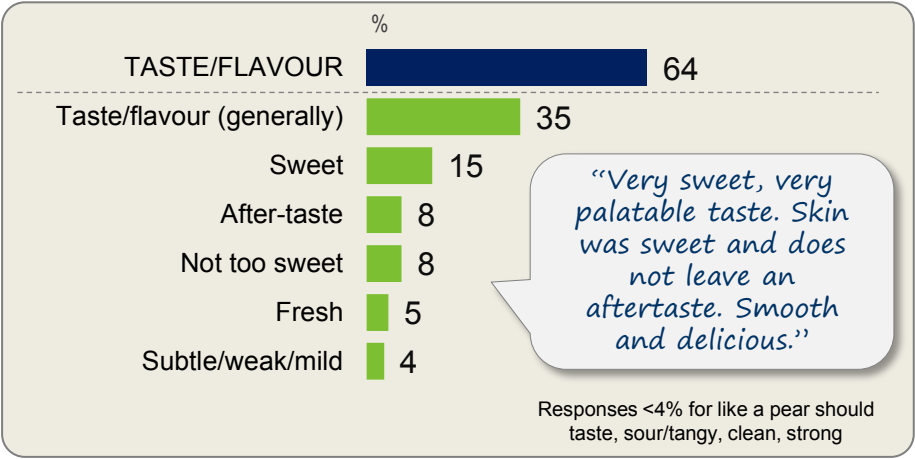
- Both pears performed well on taste, with taste/flavour forming the biggest 'like' (mentioned by two-thirds of consumers)
- Of secondary appeal for Packham's Triumph was it's juiciness, while for ANP013 it was the appearance (with texture also influential across both pears)

Base: Total sample, n=106 Note: Due to the large range of responses to this question, individual codes have been grouped into themes/NETs (shown above)
Q21. Likes (Multiple response possible).

Likes – Packham’s Triumph



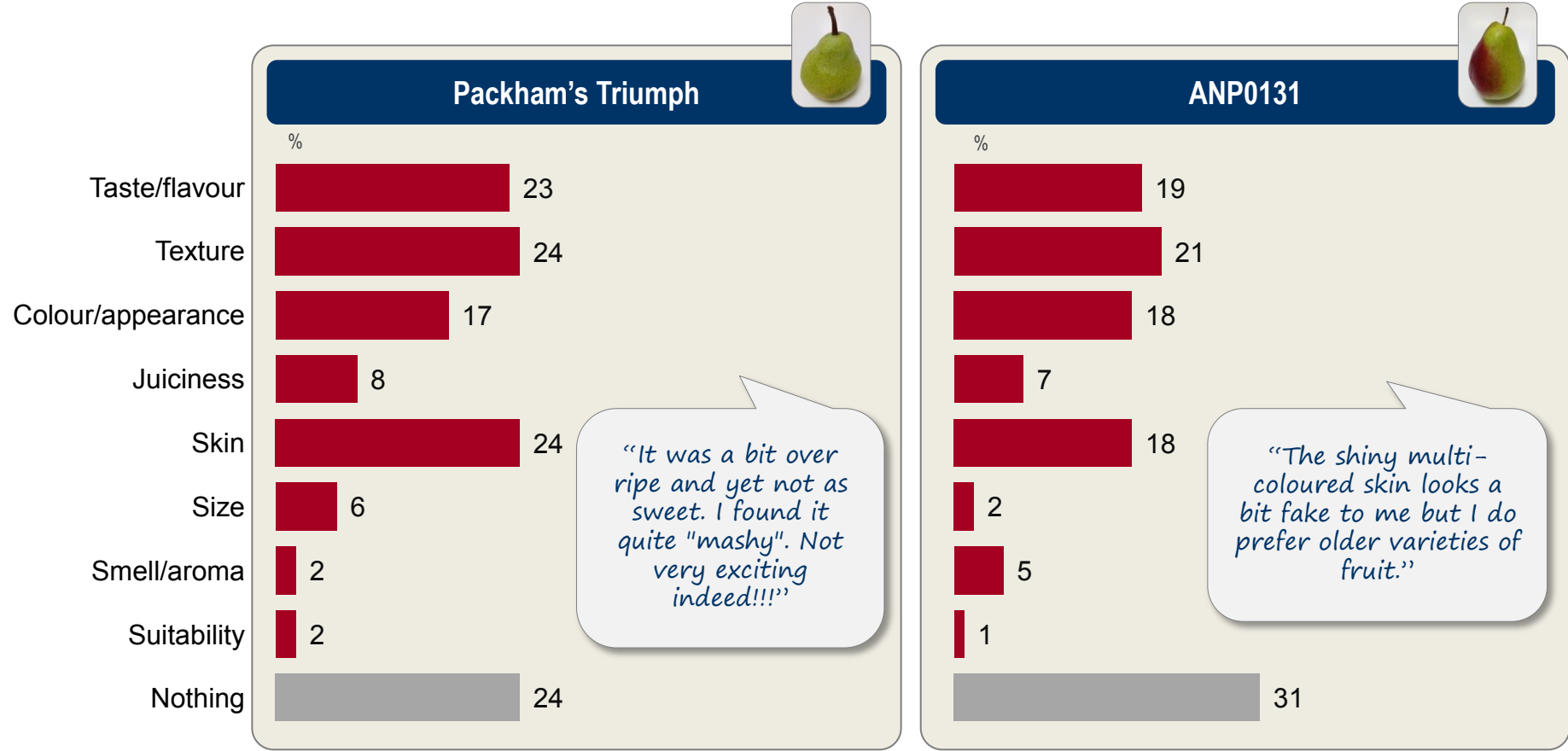
Base: Total sample, n=106 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)
Q21. Likes



Base: Total sample, n=106 Note: The green bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

Q21. Likes

Product Dislikes

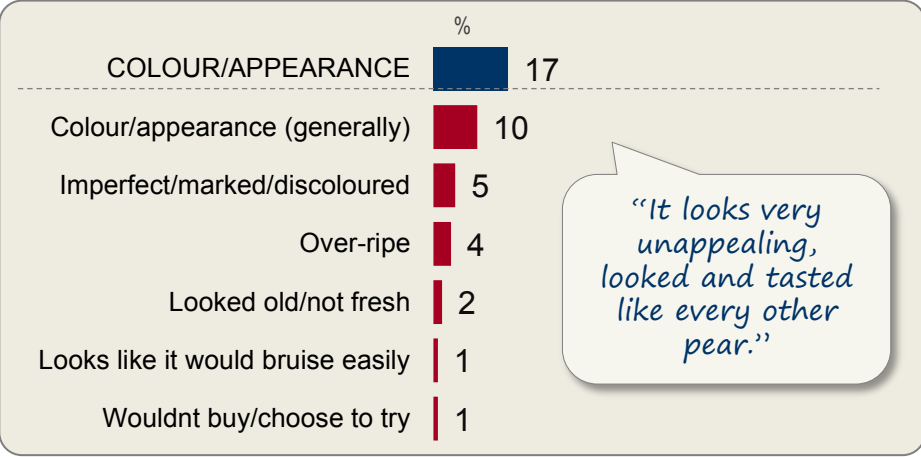
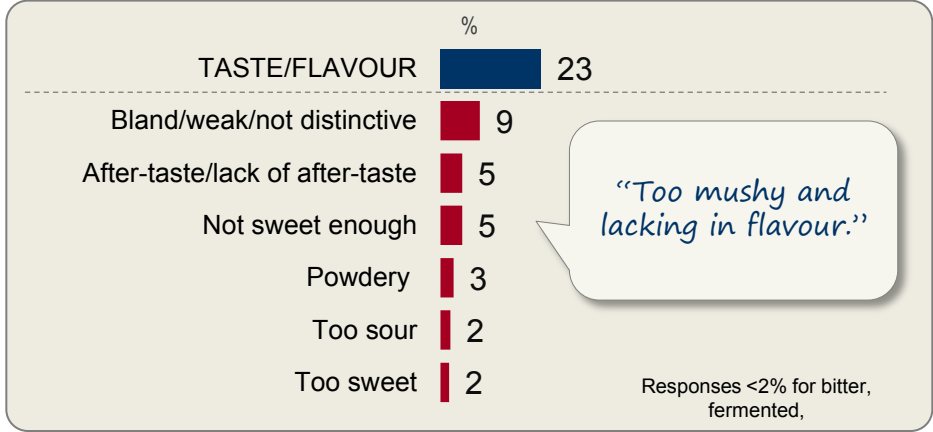
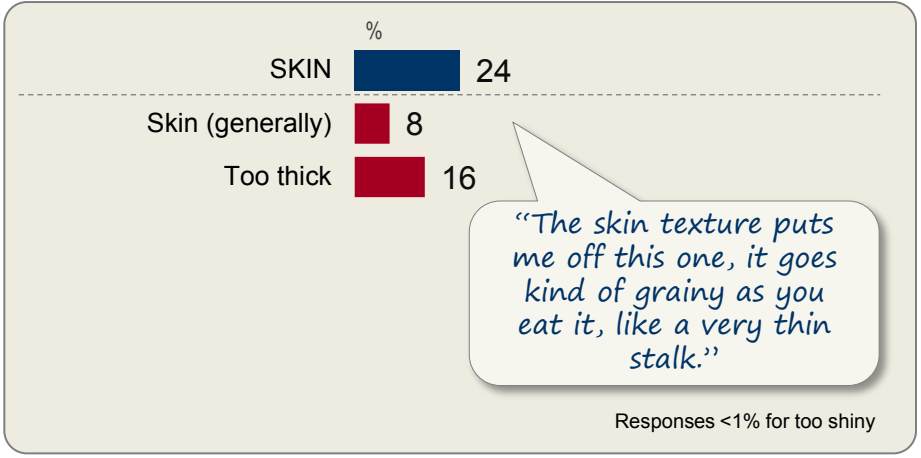
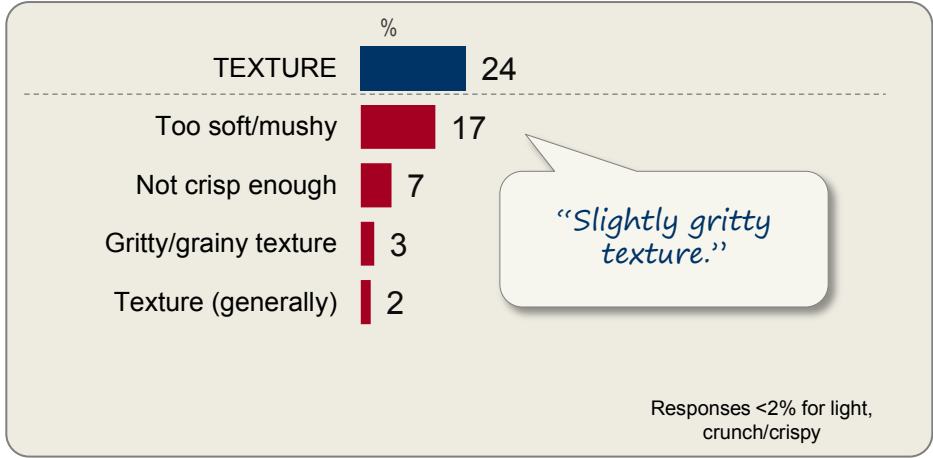


- The main area of dissatisfaction with the Packham's pear was in the texture and skin
- For ANP0131, the texture was the aspect with the most dissatisfaction

Base: Total sample, n=106 Note: Due to the large range of responses to this question, individual codes have been grouped into themes/NETs (shown above)

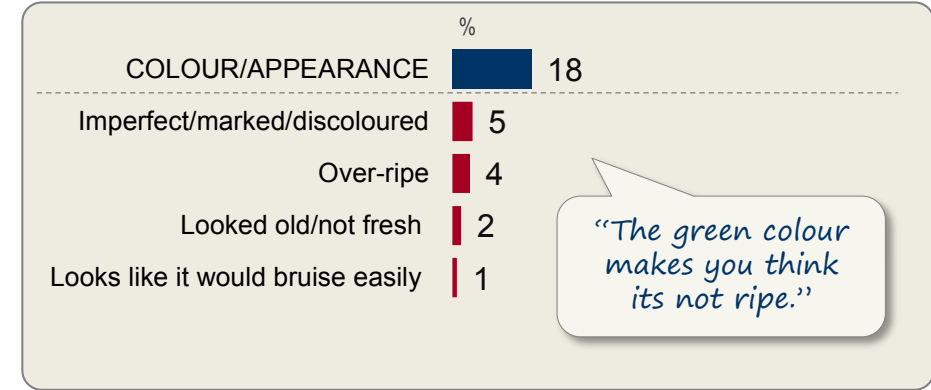
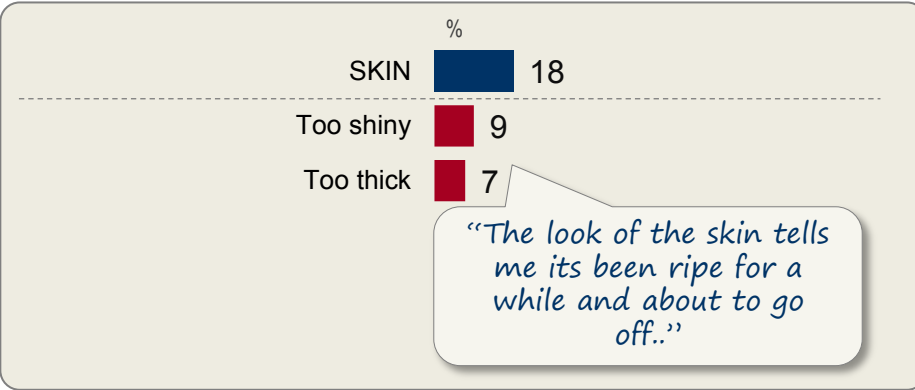
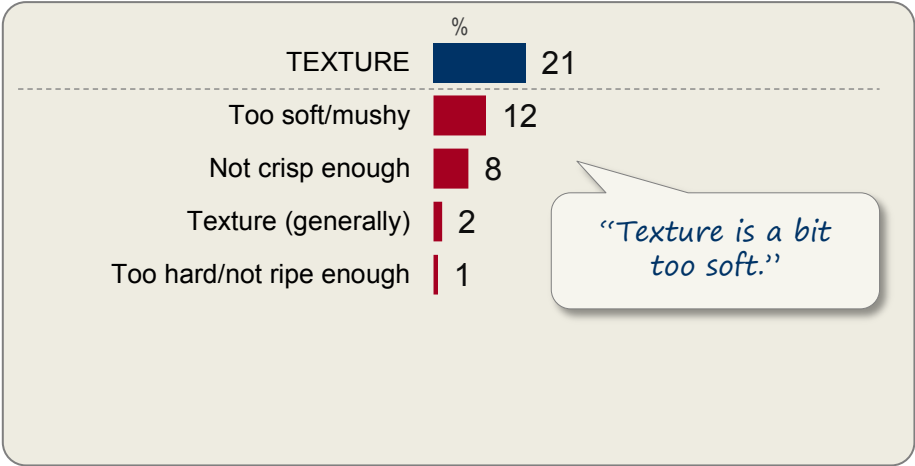
Q22. Dislikes

Dislikes – Packham's Triumph



Base: Total sample, n=106 Note: The red bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

Q22. Dislikes

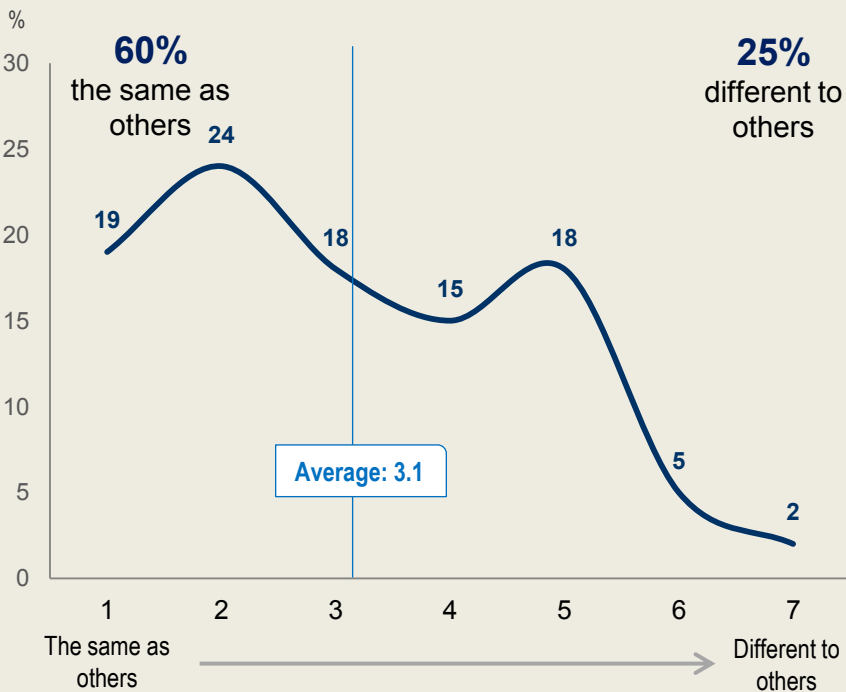


Base: Total sample, n=106 Note: The red bars represent individual responses; the blue bars represent the total number of responses within that theme (NETs)

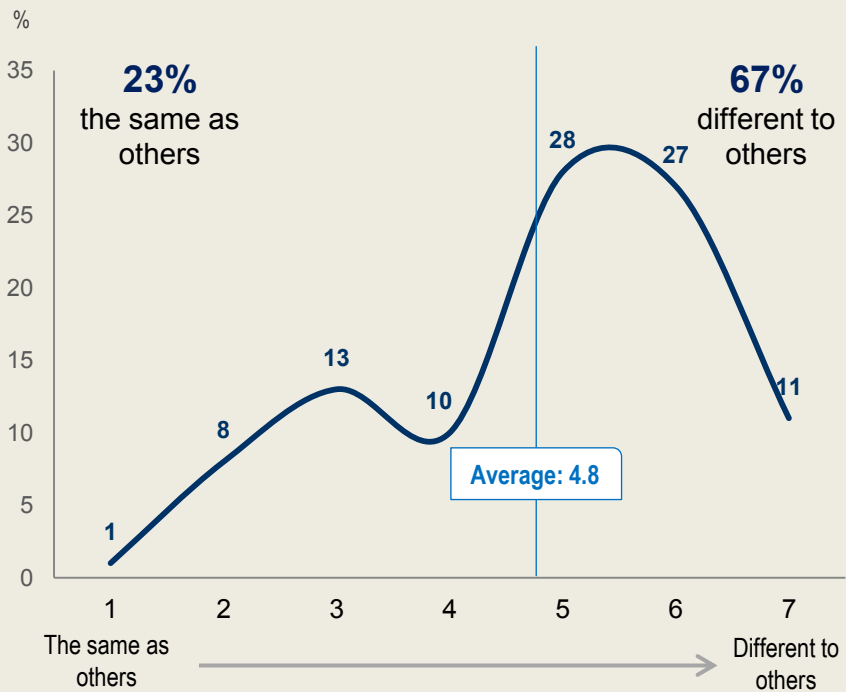
Q22. Dislikes

Distinctiveness

Packham's Triumph



ANP0131



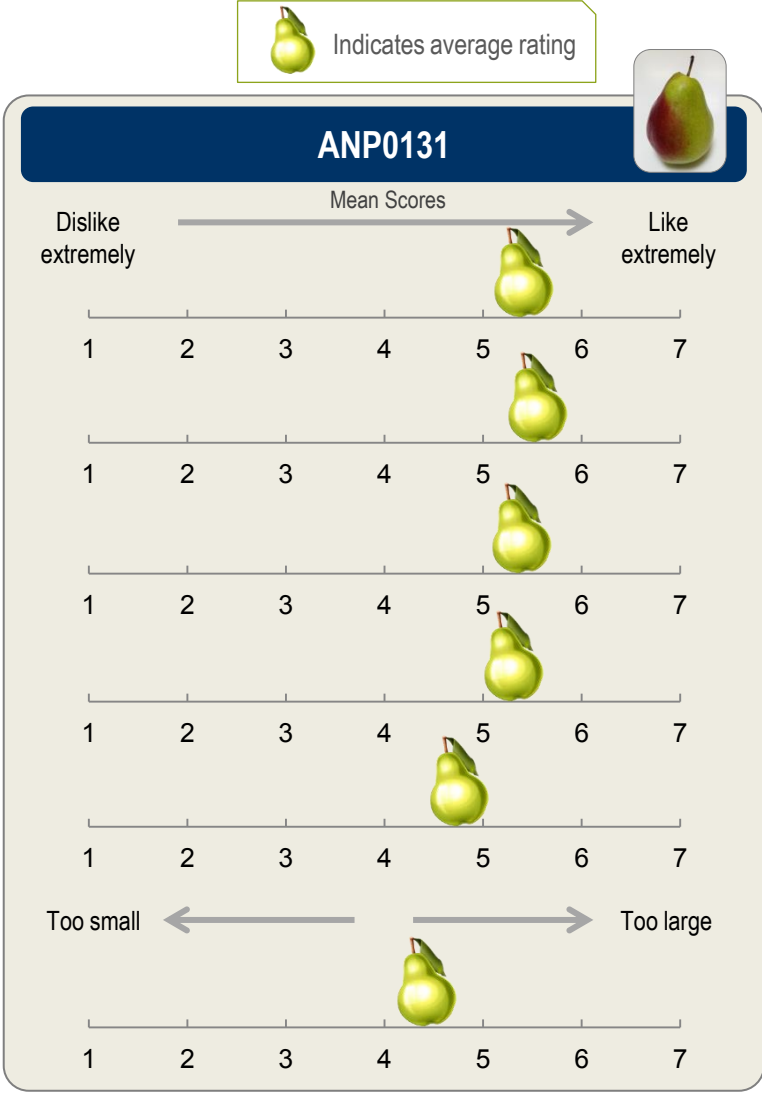
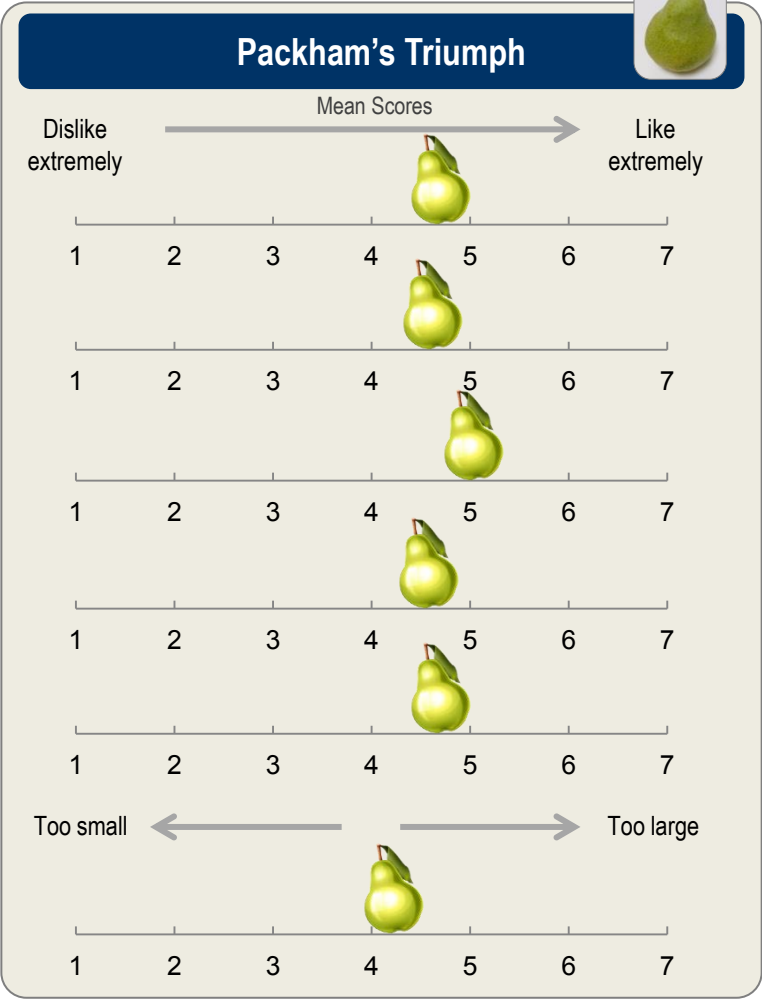
Q20. Distinctiveness/uniqueness

The same as a lot of other pears = 1-3; Different to other pears = 5-7



Product Evaluation - Appearance

Appearance - Summary

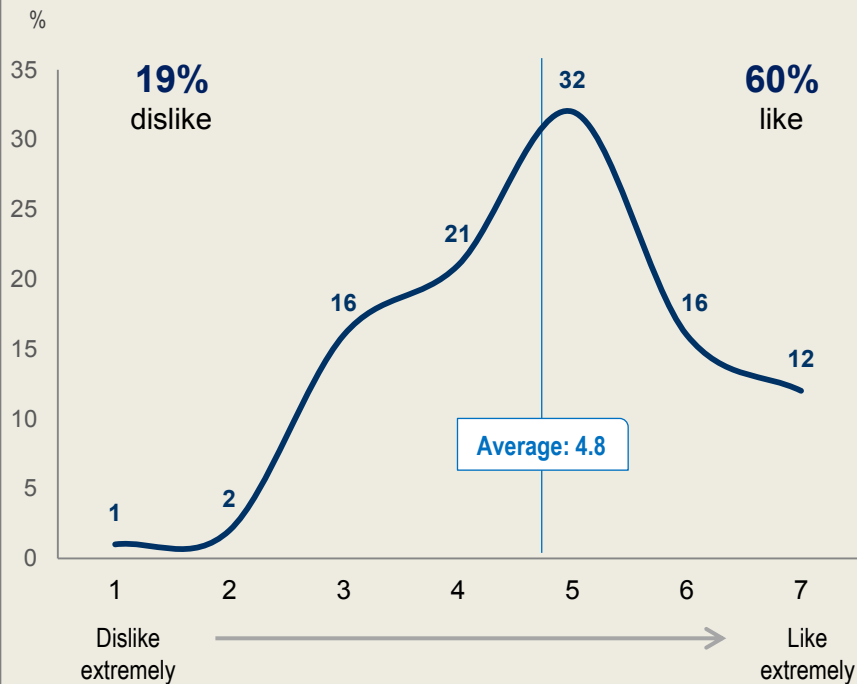


- Consumers preferred ANP0131 across all aspects of appearance (although skin texture and size ratings were very similar)

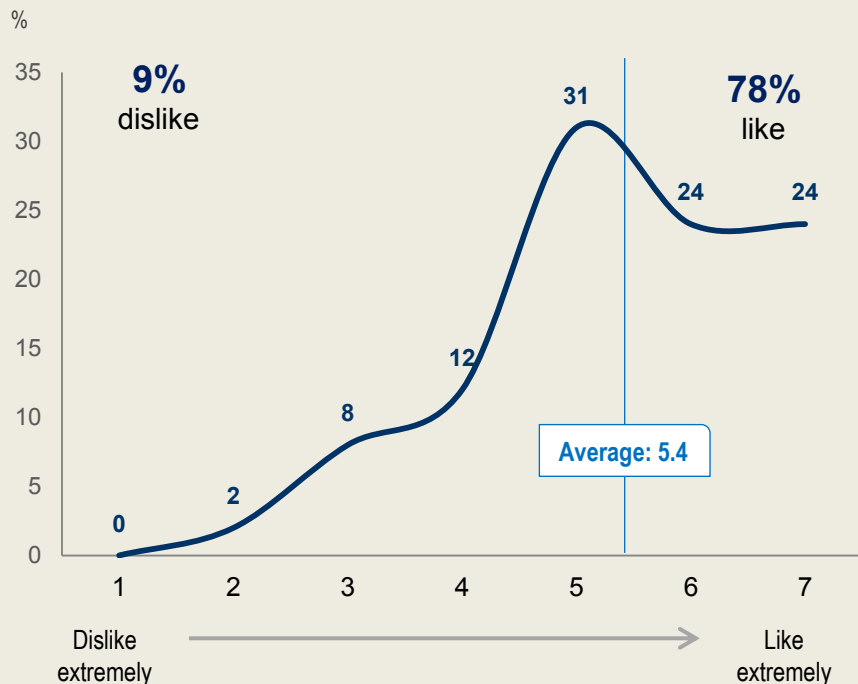
Base: Total sample, n=106

Appearance - Overall

Packham's Triumph



ANP0131

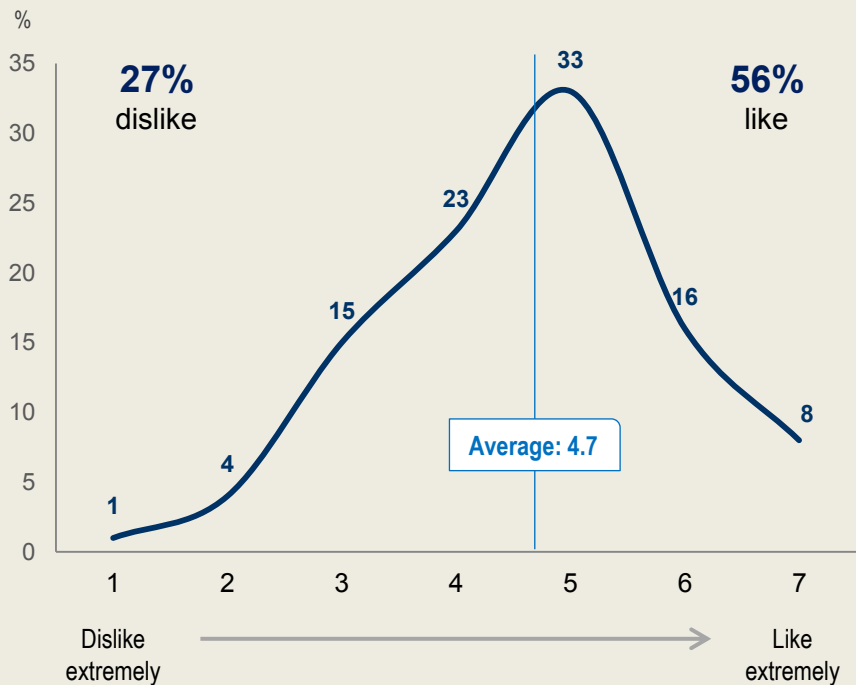


Q4. Overall appearance

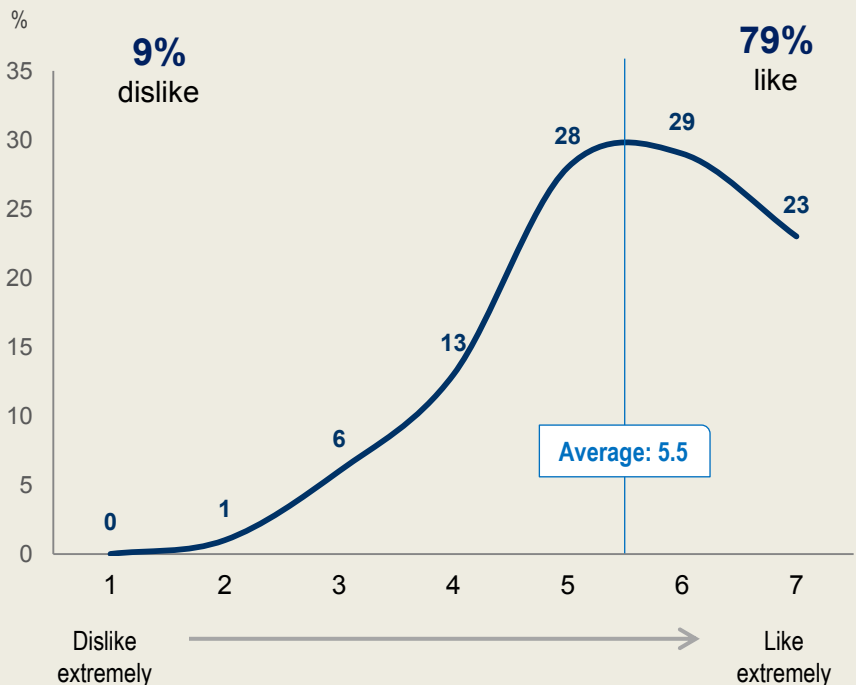
Dislike = 1-3; like = 5-7

Appearance - Colour

Packham's Triumph



ANP0131

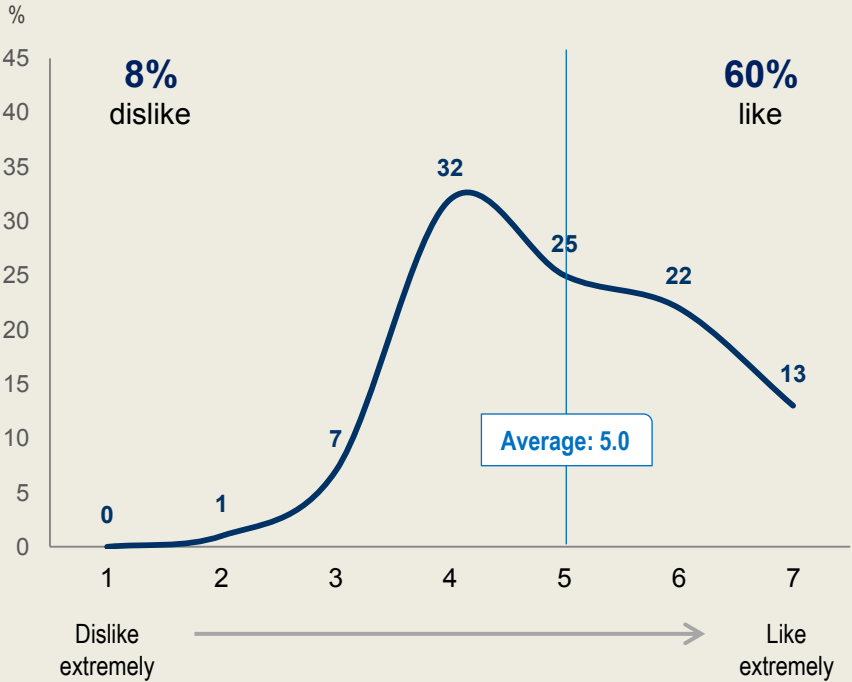


Q5. Colour

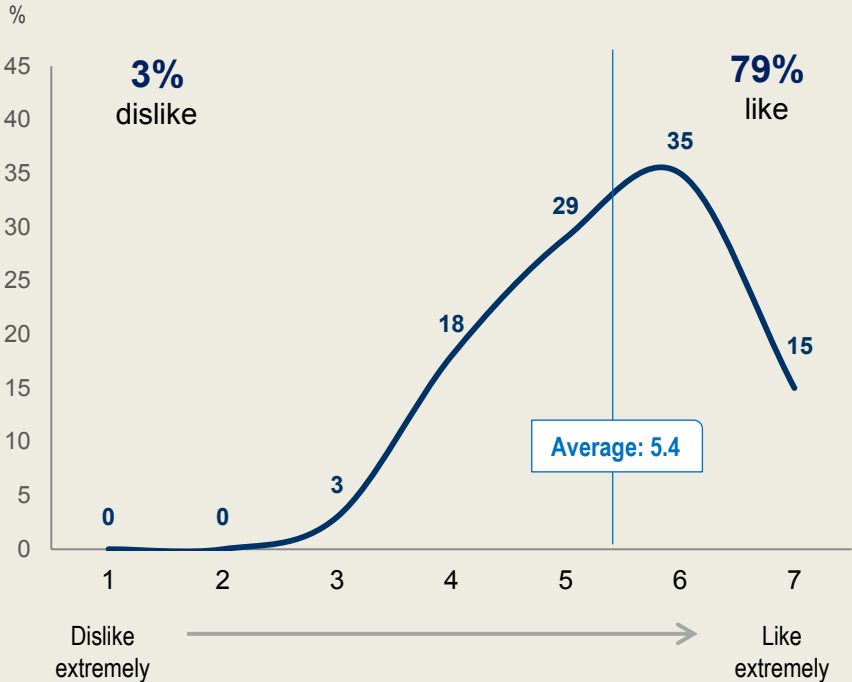
Dislike = 1-3; like = 5-7

Appearance - Shape

Packham's Triumph



ANP0131

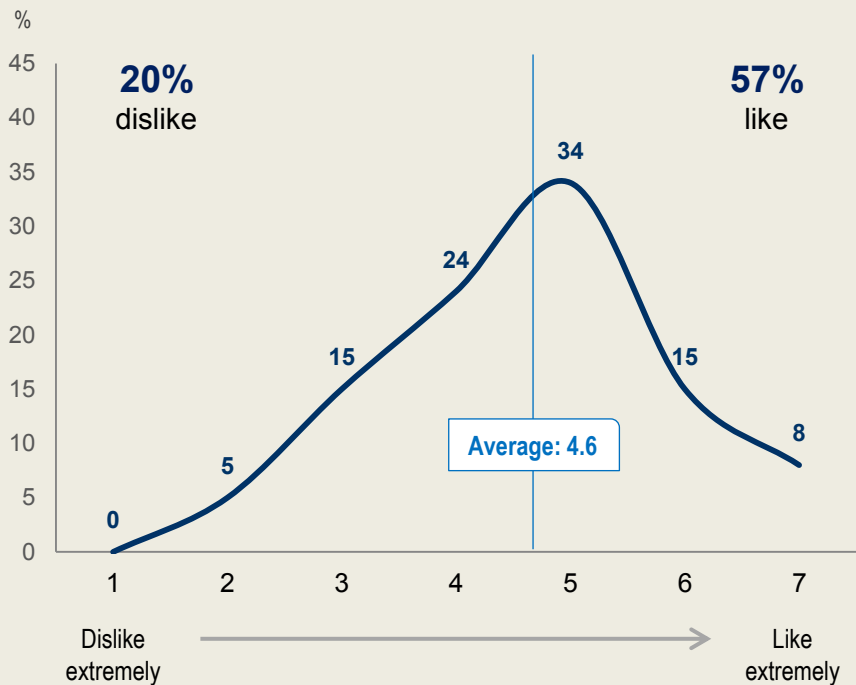


Q7. Shape

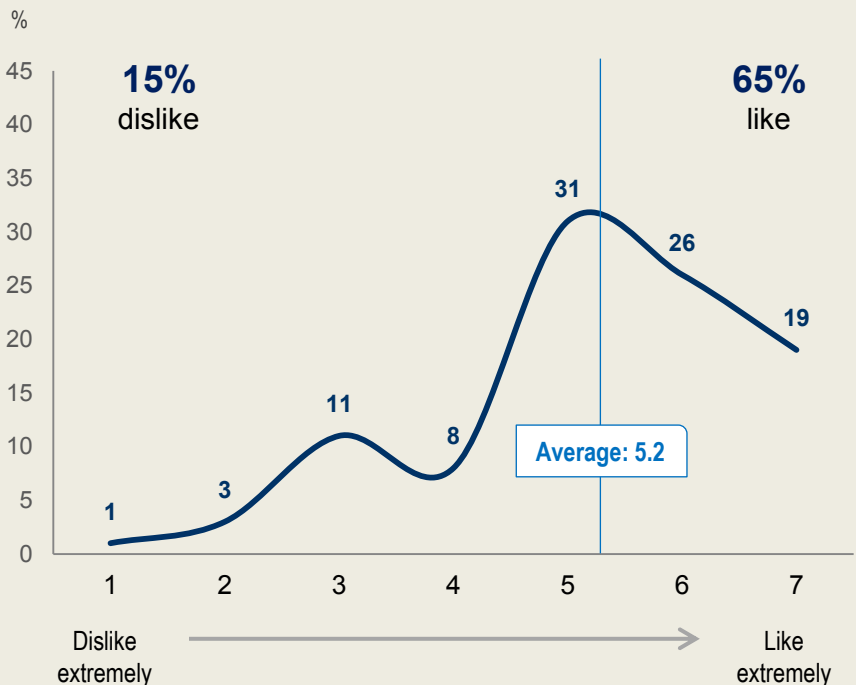
Dislike = 1-3; like = 5-7

Appearance – Skin Appearance

Packham's Triumph



ANP0131

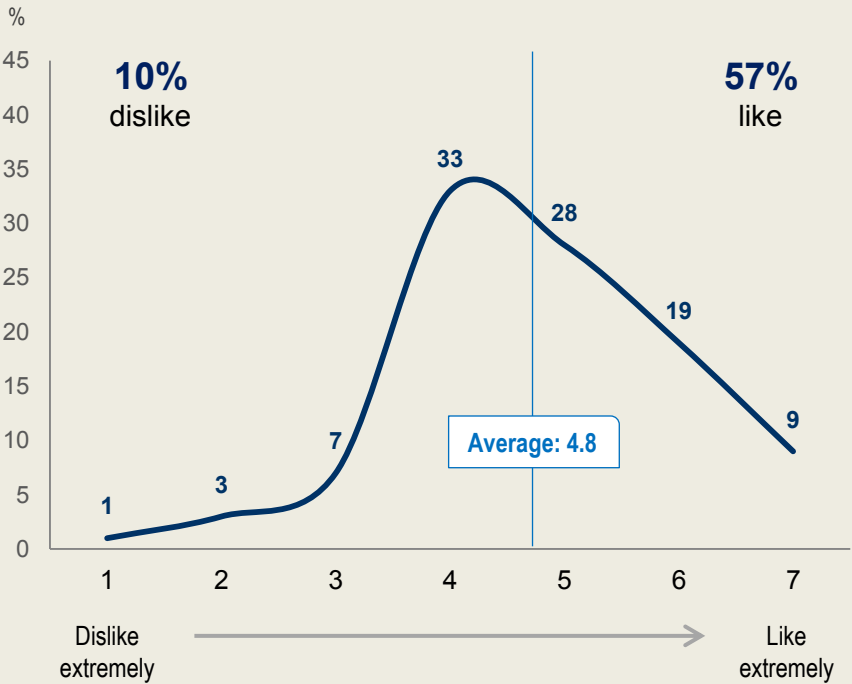


Q8. Skin appearance

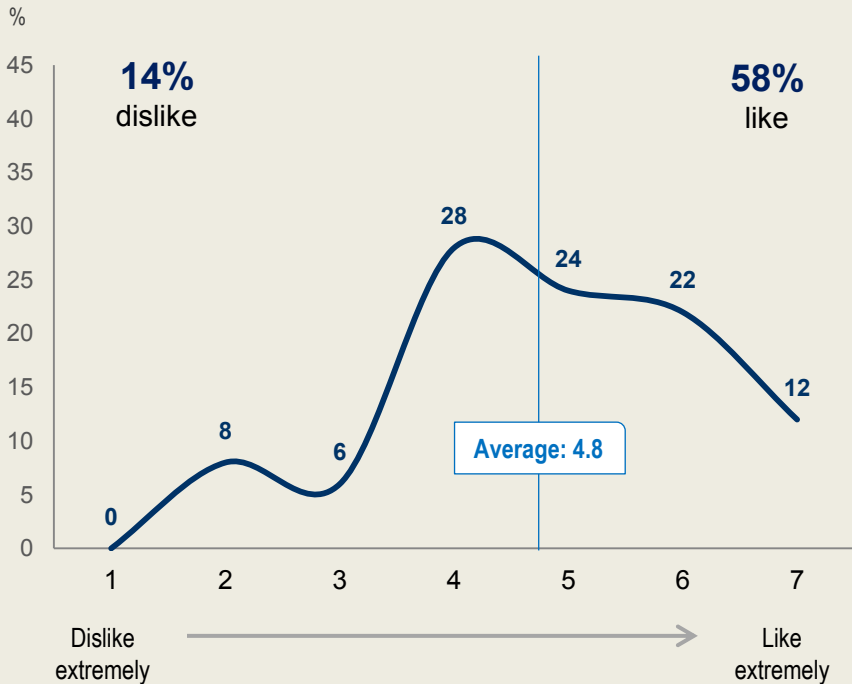
Dislike = 1-3; like = 5-7

Appearance – Skin Texture

Packham's Triumph



ANP0131

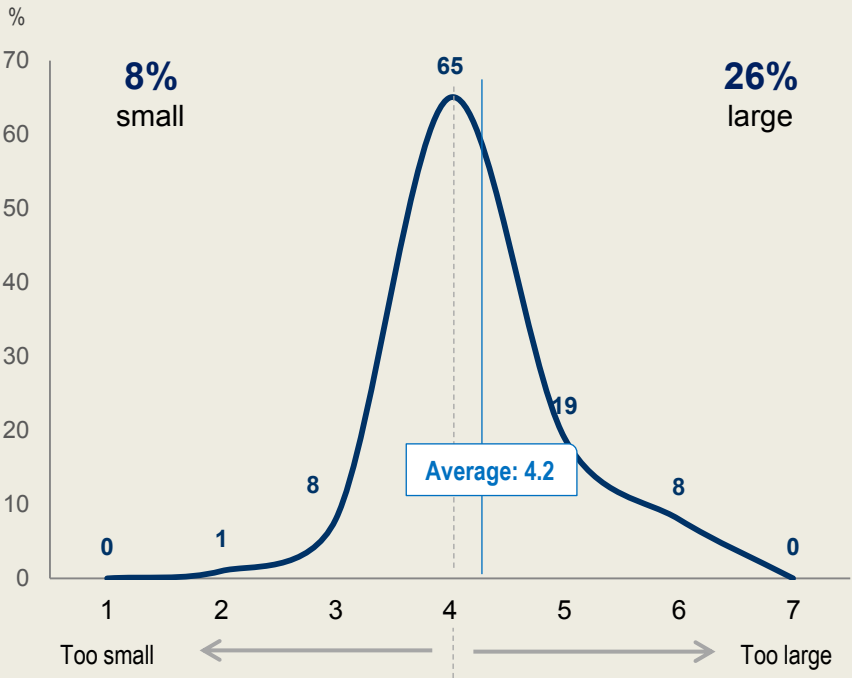


Q9. Skin texture

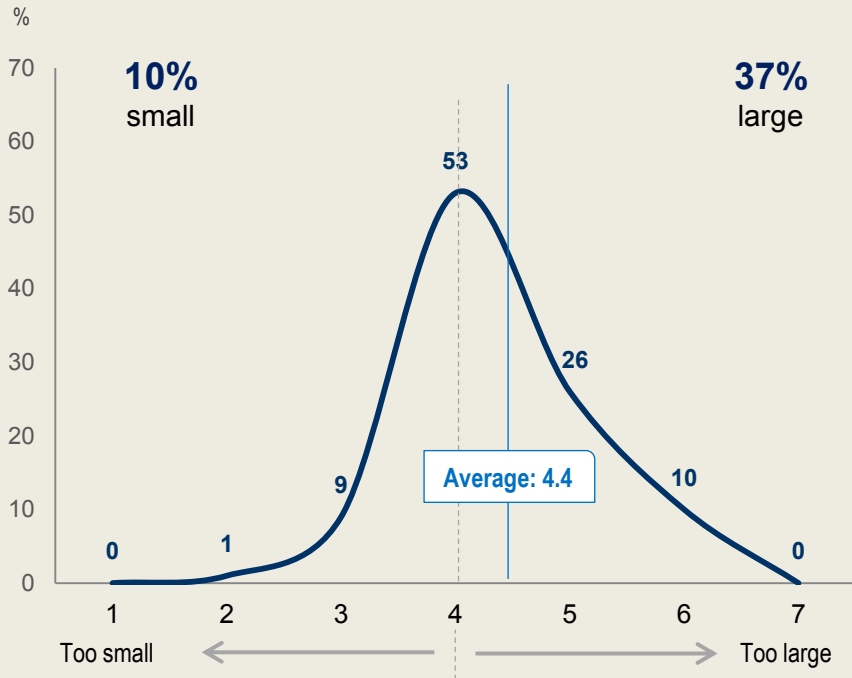
Dislike = 1-3; like = 5-7

Appearance - Size

Packham's Triumph



ANP0131




Q6. Size

Too small = 1-3; too large = 5-7



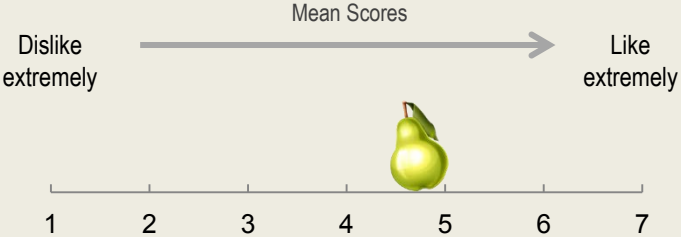
Product Evaluation - Aroma

Aroma - Summary

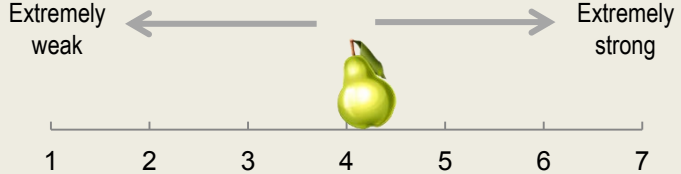
 Indicates average rating

Overall

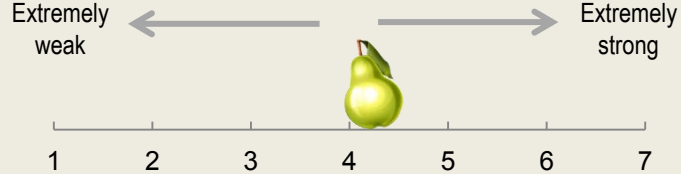
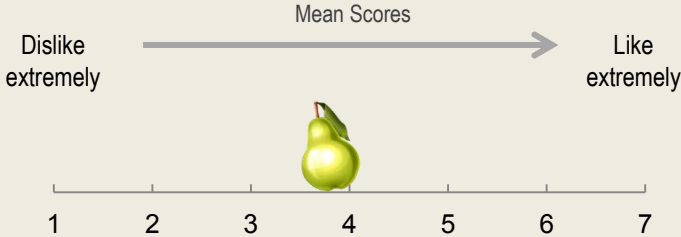
Packham's Triumph



Strength/Intensity



ANP0131

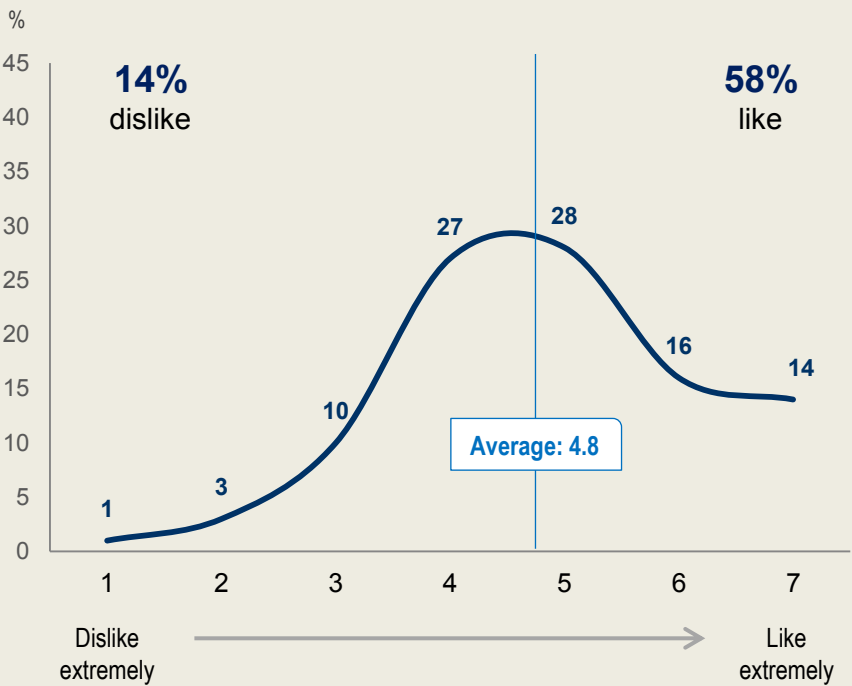


- The overall aroma of the Packham's pear was more appealing to consumers, however neither was felt to be too strong or too weak

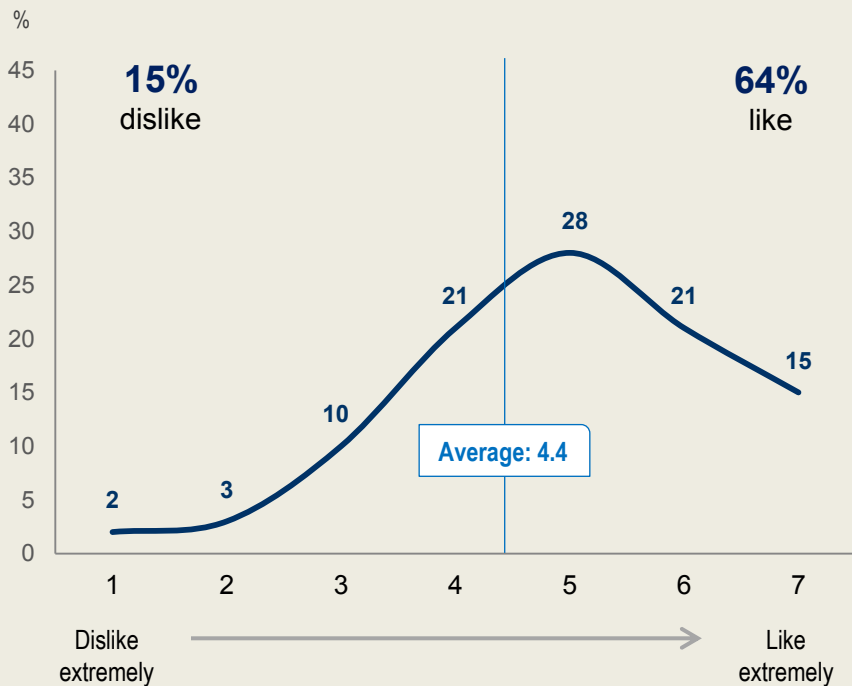
Base: Total sample, n=106

Aroma – Overall Aroma

Packham's Triumph



ANP0131

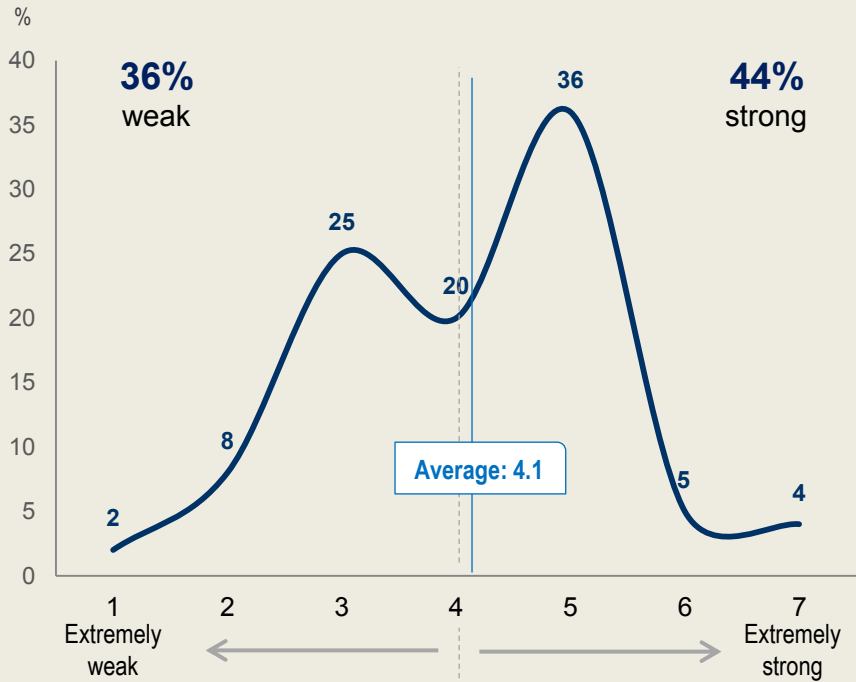


Q10. Aroma

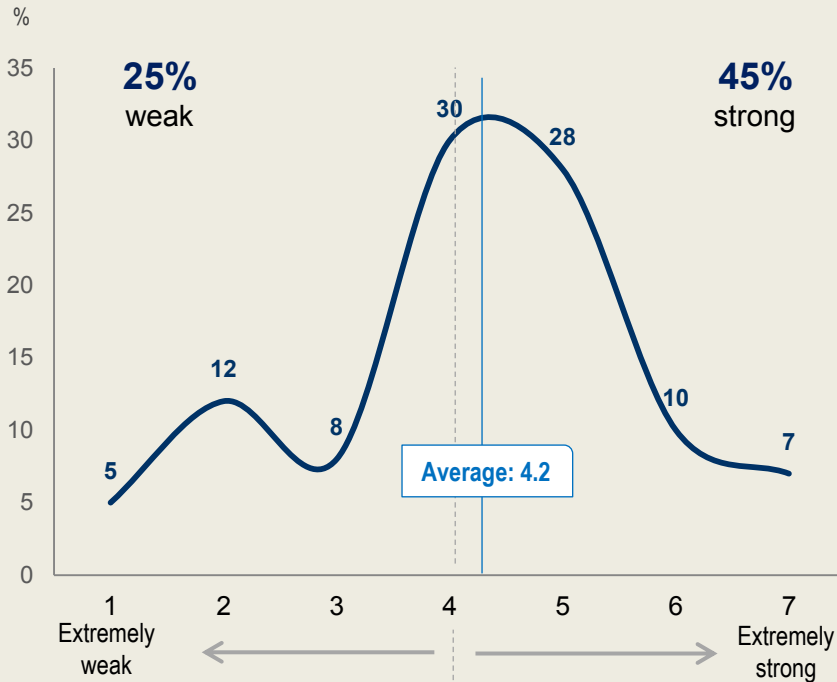
Dislike = 1-3; like = 5-7

Aroma – Strength/Intensity of Aroma

Packham's Triumph



ANP0131



Q11. Strength/intensity of aroma

Extremely weak = 1-3; Extremely strong = 5-7



Product Evaluation - Taste

Taste - Summary



Indicates average rating



Packham's Triumph



Mean Scores

Dislike extremely → Like extremely

Overall

1 2 3 4 5 6 7



Flesh texture

1 2 3 4 5 6 7



After-taste

1 2 3 4 5 6 7



Not enough ← → Too much

Intensity of sweetness

1 2 3 4 5 6 7



ANP0131

Mean Scores

Dislike extremely → Like extremely

1 2 3 4 5 6 7



1 2 3 4 5 6 7



1 2 3 4 5 6 7



Not enough ← → Too much

1 2 3 4 5 6 7



- ANP0131 slightly outperformed the Packham's variety on all elements of taste
- In terms of intensity of sweetness, both pears were thought to be just about right

Base: Total sample, n=106

Taste – Summary (*cont.*)



Indicates average rating

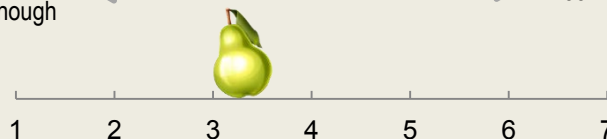


Packham's Triumph

Mean Scores

Not crisp enough ← → Too hard

Crispiness



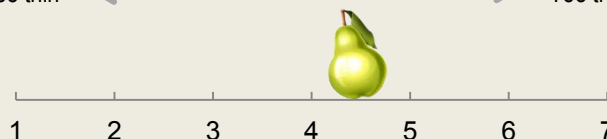
Not juicy enough ← → Too juicy

Juiciness



Too thin ← → Too thick

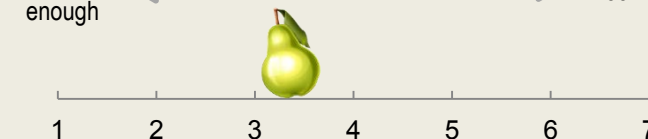
Skin thickness



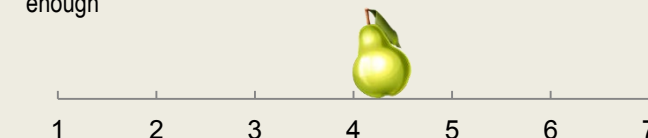
ANP0131

Mean Scores

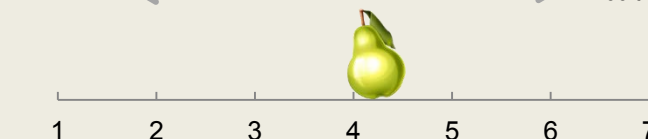
Not crisp enough ← → Too hard



Not juicy enough ← → Too juicy



Too thin ← → Too thick

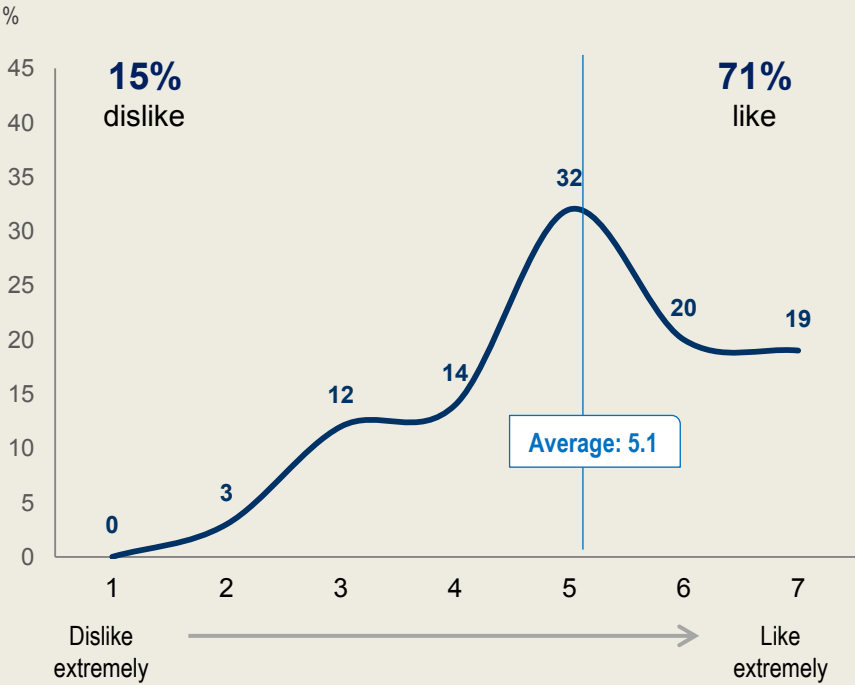


- While neither pear was seen to be too crispy or too juicy, they both edged on the sides of being not crisp enough and too juicy
- Both rated well on skin thickness

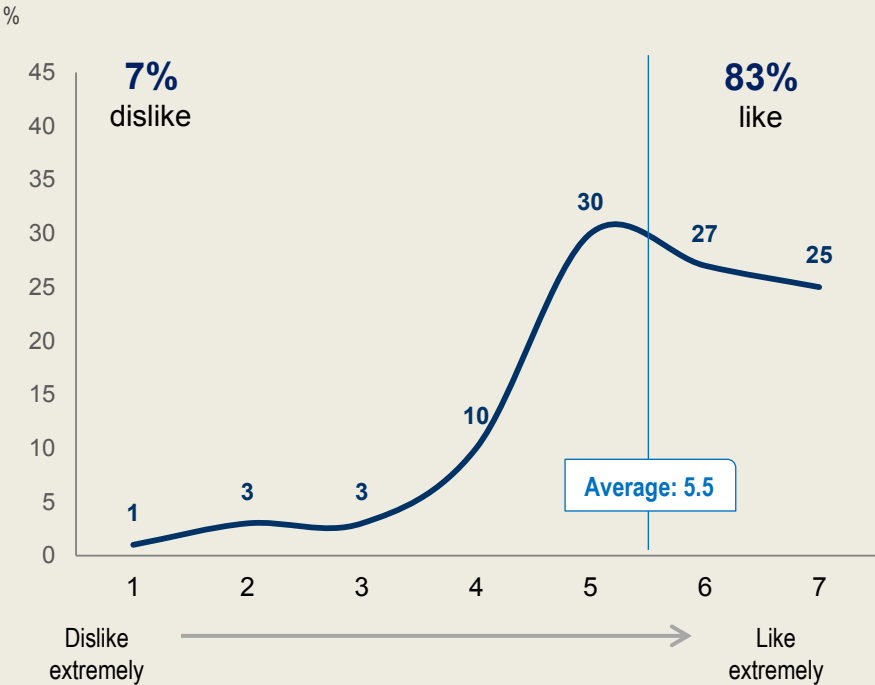
Base: Total sample, n=131

Taste - Overall

Packham's Triumph



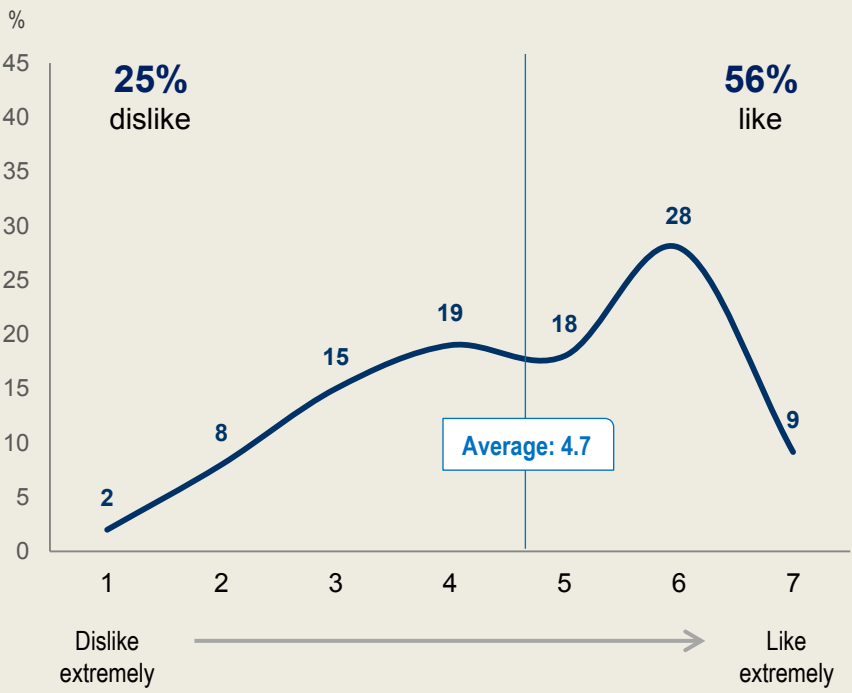
ANP0131



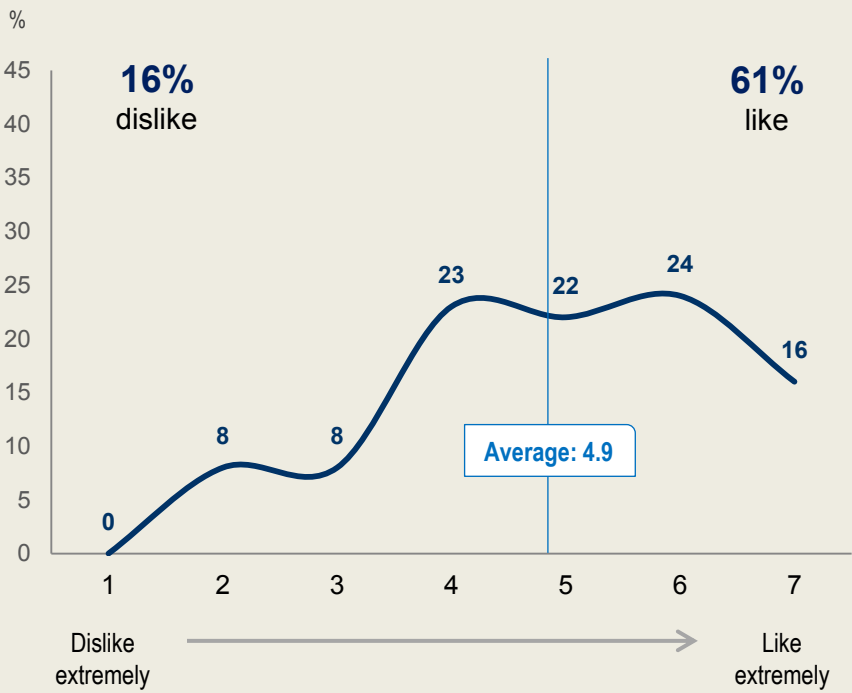
Q12. Overall taste
Dislike = 1-3; like = 5-7

Taste – Flesh Texture

Packham's Triumph



ANP0131

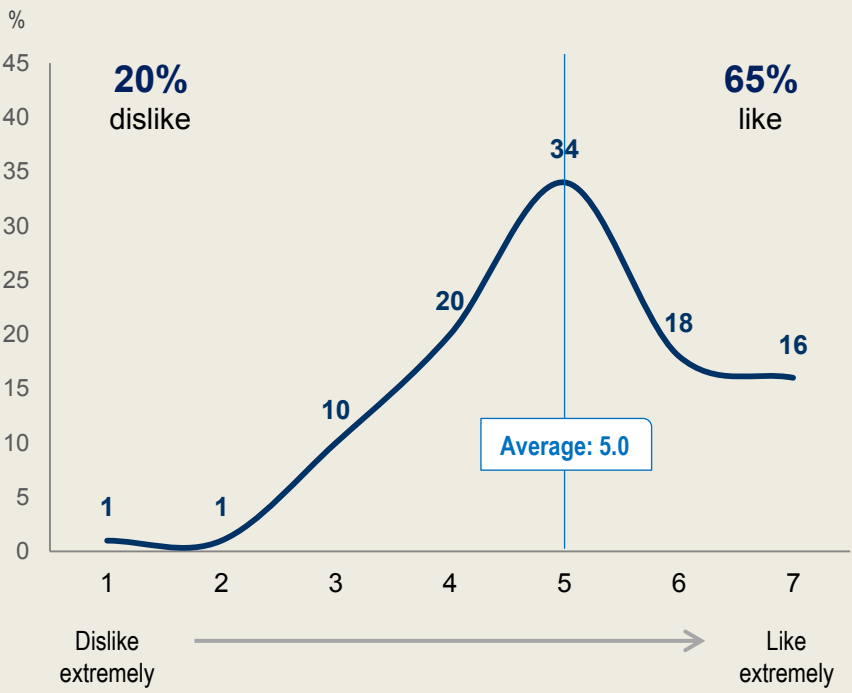


Q14. Flesh texture

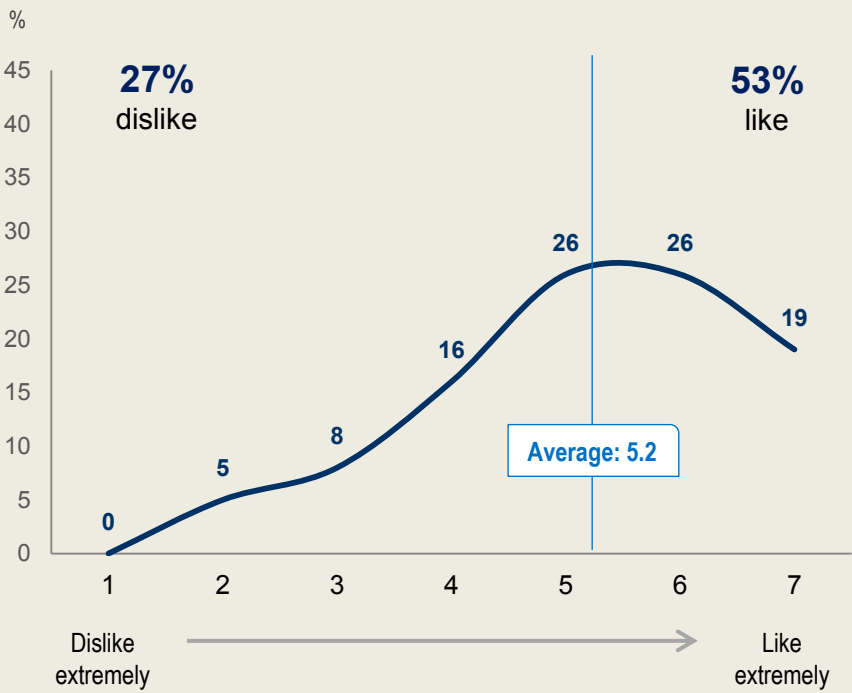
Dislike = 1-3; like = 5-7

Taste – After-Taste

Packham's Triumph



ANP0131

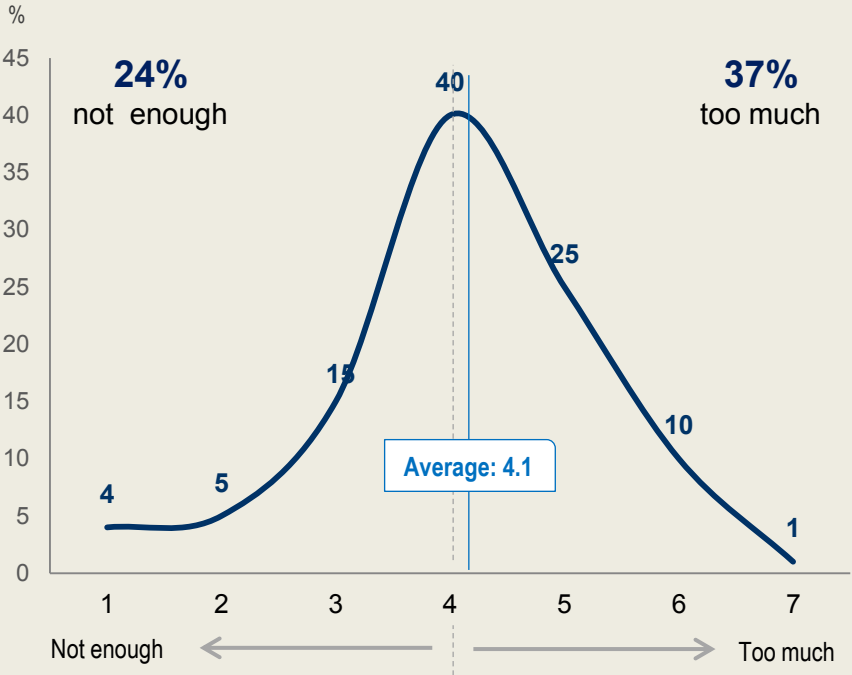


Q18. After-taste

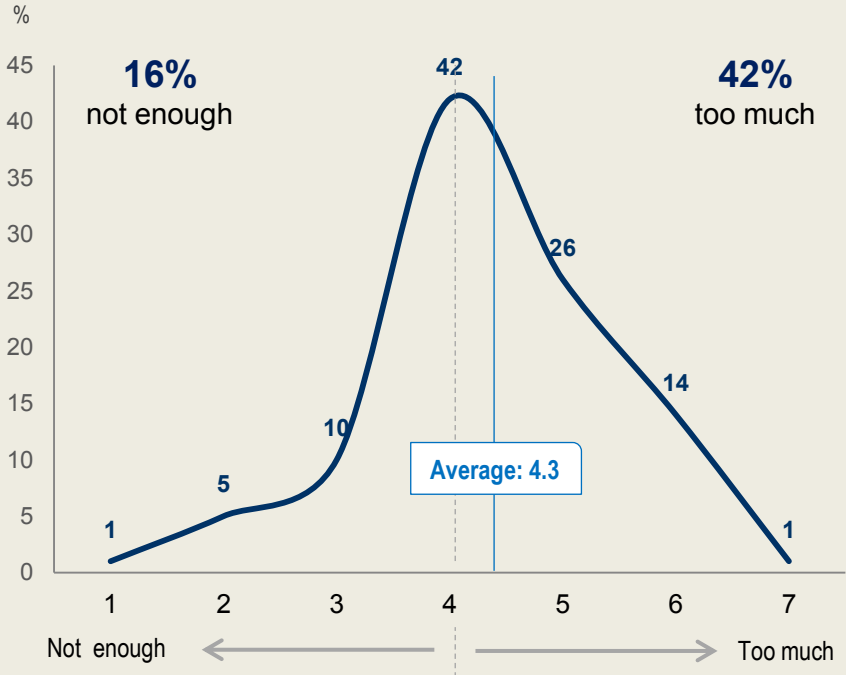
Dislike = 1-3; like = 5-7

Taste – Intensity of Sweetness

Packham's Triumph



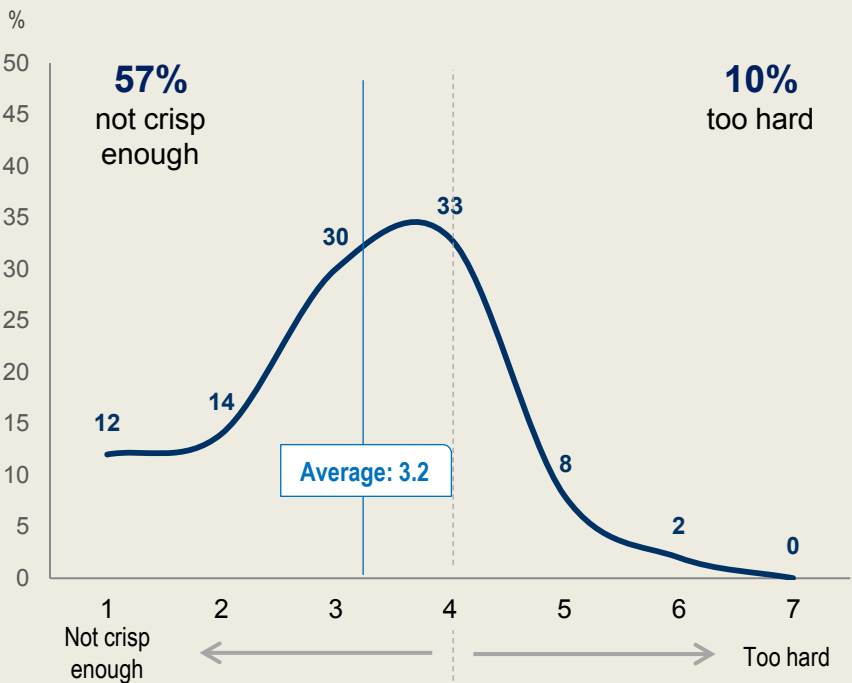
ANP0131



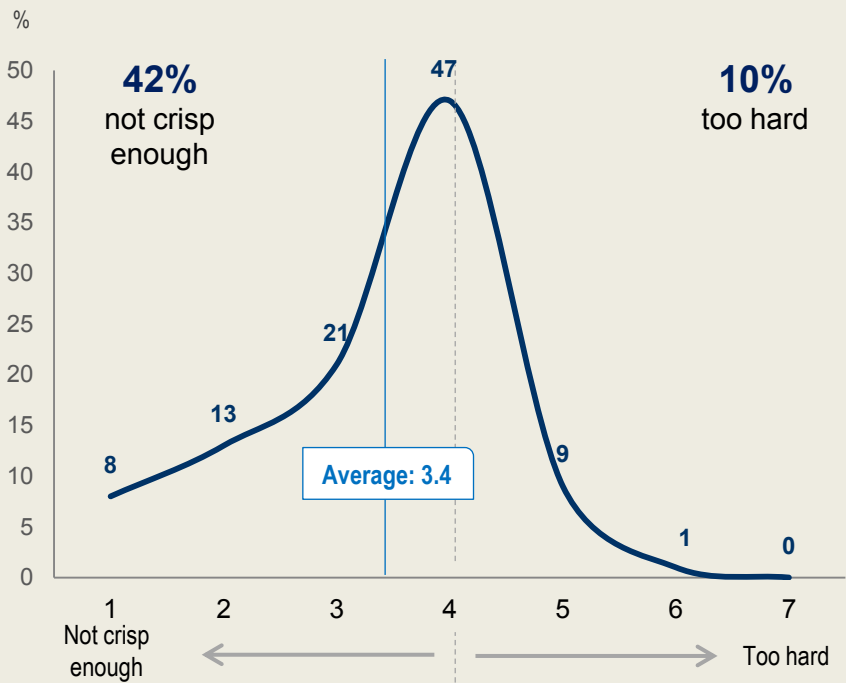
Q13. Intensity of sweetness
Not enough = 1-3; Too much = 5-7

Taste - Crispiness

Packham's Triumph



ANP0131

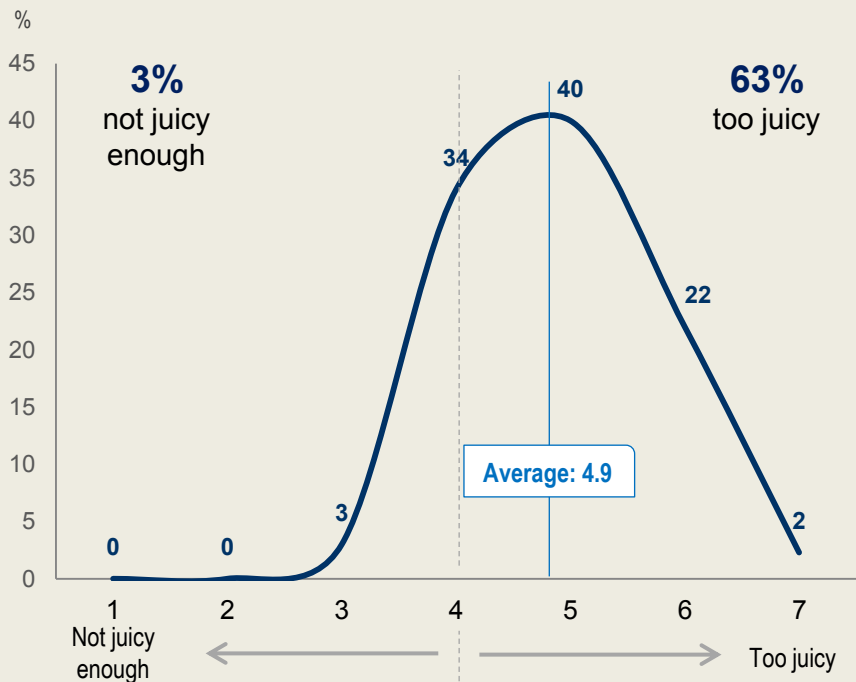


Q15. Crispiness

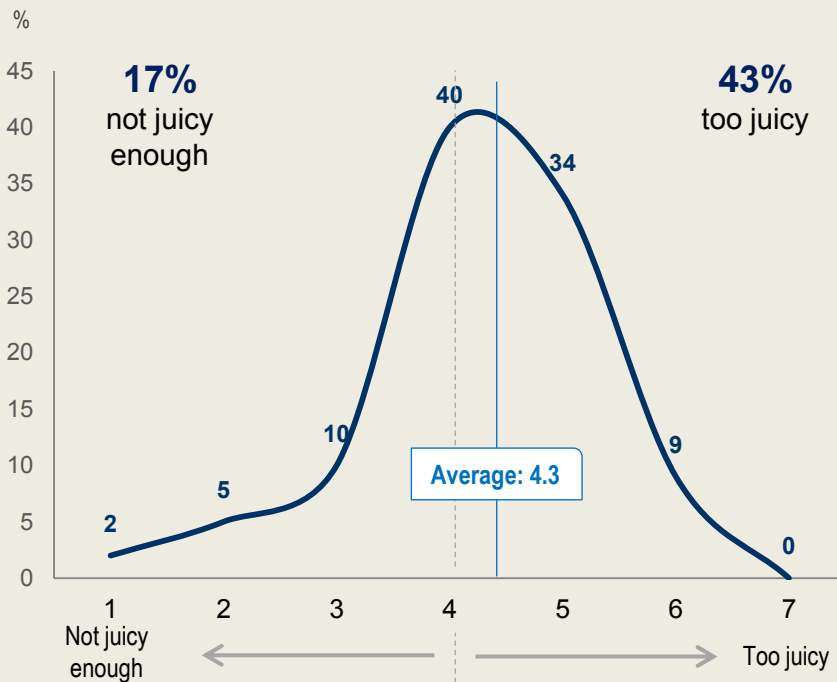
Not crisp enough = 1-3; Too hard = 5-7

Taste - Juiciness

Packham's Triumph



ANP0131

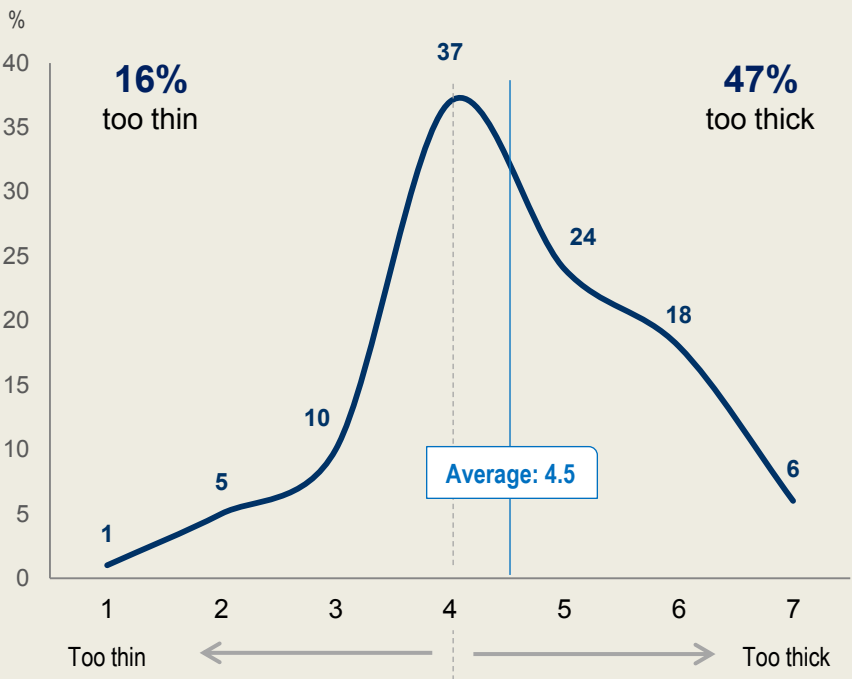


Q16. Juiciness

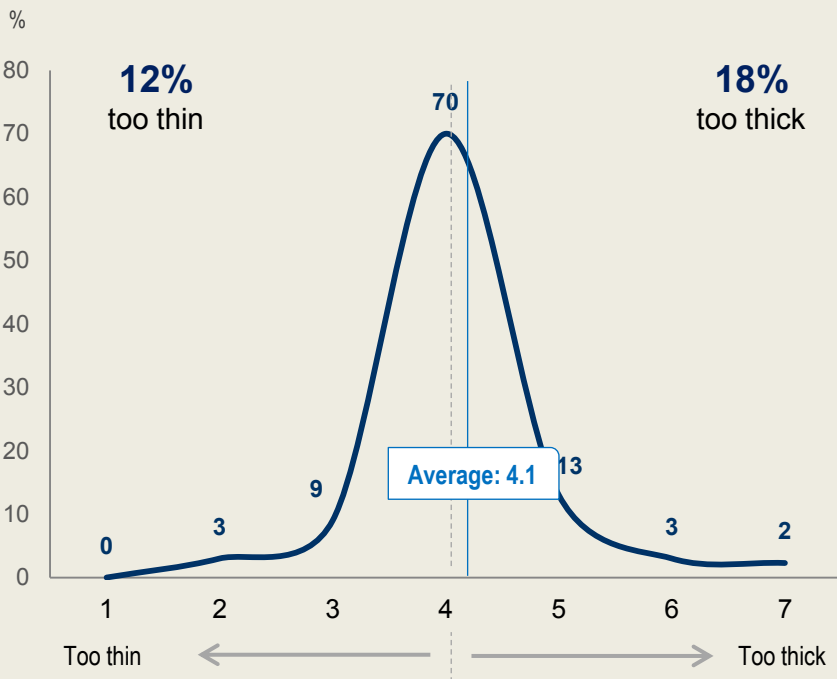
Not juicy enough = 1-3; Too juicy = 5-7

Taste – Skin Thickness

Packham's Triumph



ANP0131



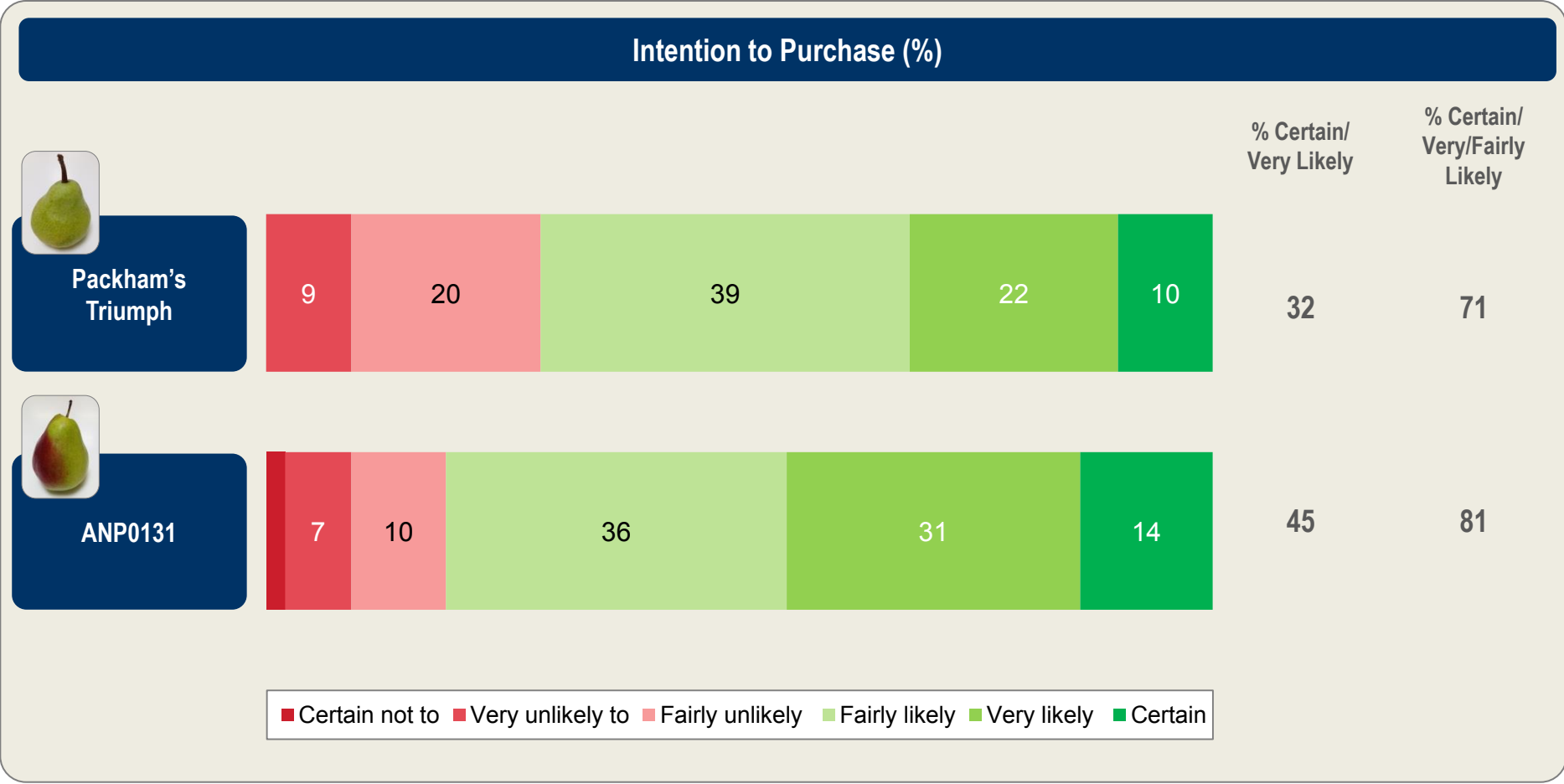
Q17. Skin thickness

Too thin = 1-3; Too thick = 5-7



Purchase Intent and Pricing

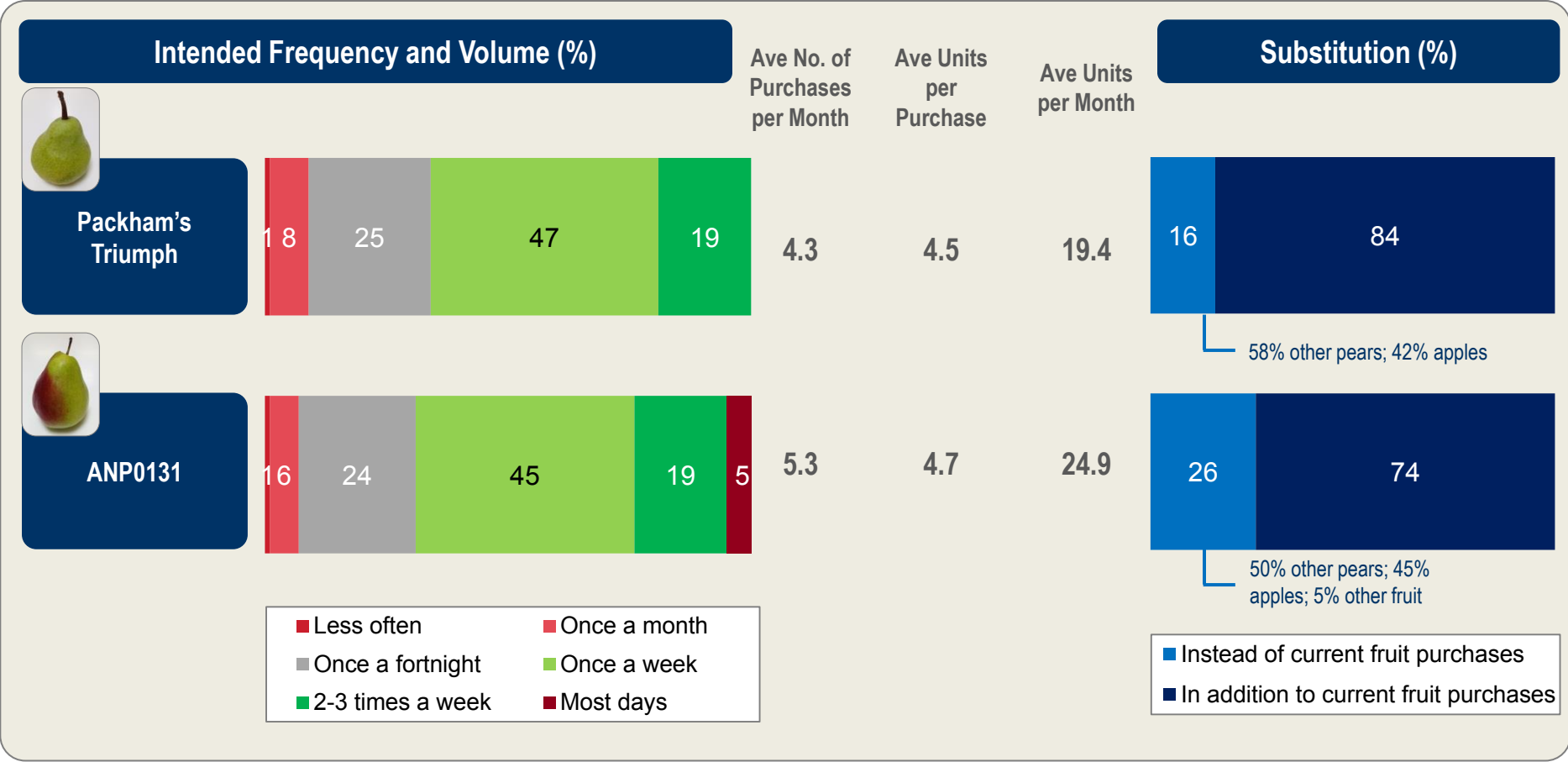
Intention to Purchase



Base: Total sample, n=106

Q23. Intention to purchase

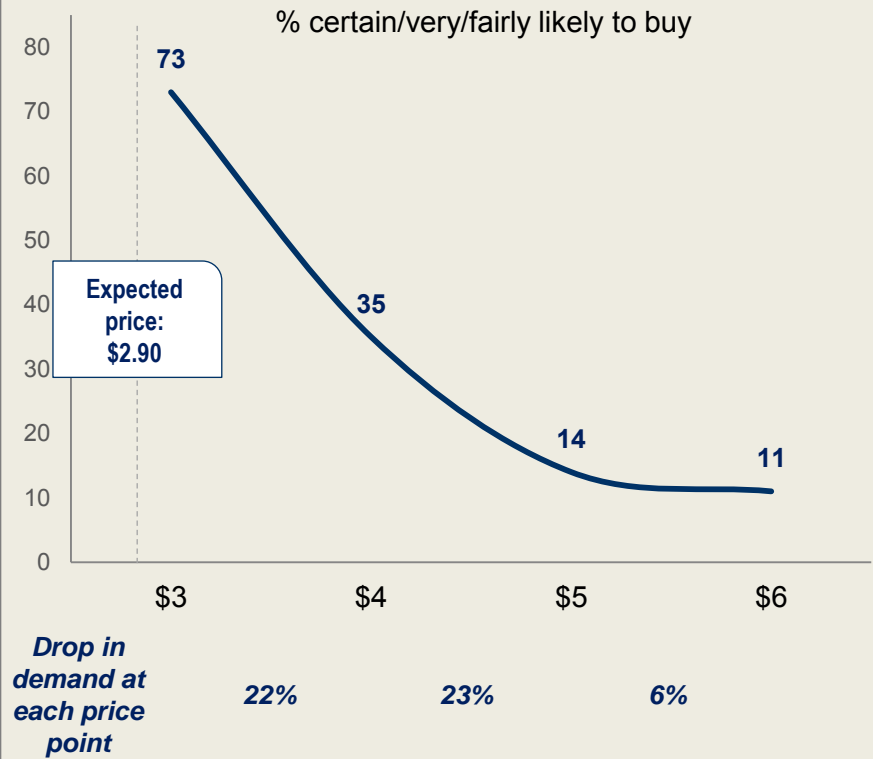
Intended Purchase Frequency and Volume



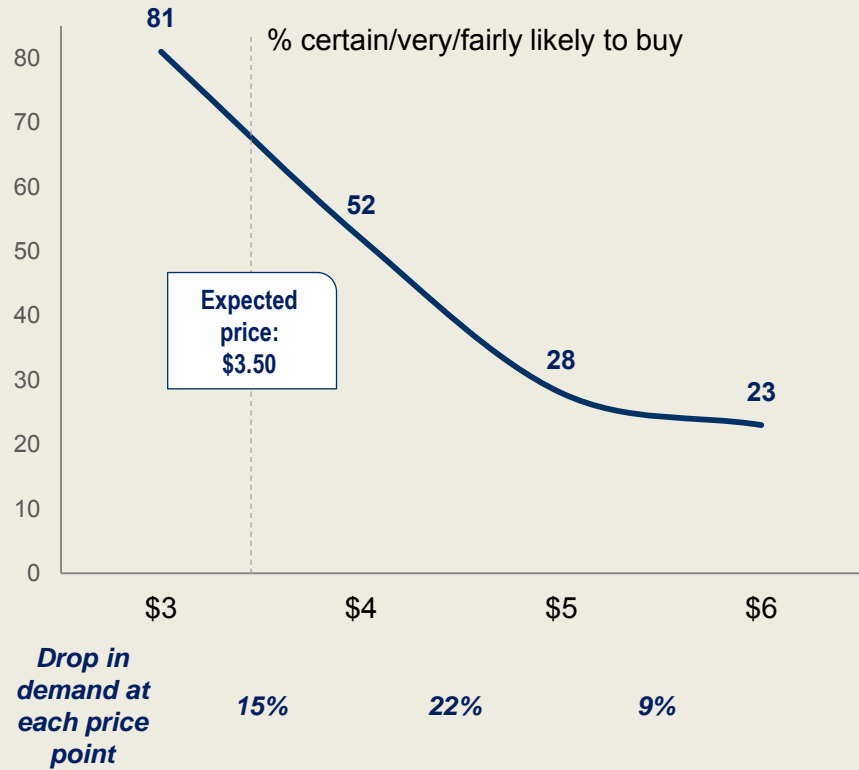
Base: Certain/very/fairly likely to purchase – Packham's n=75; ANP0131 n=86
Q24. Intended purchase frequency; Q25. Intended units purchased; Q26/Q27. Substitution

Price Demand – Willingness to Pay

Packham's Triumph



ANP0131



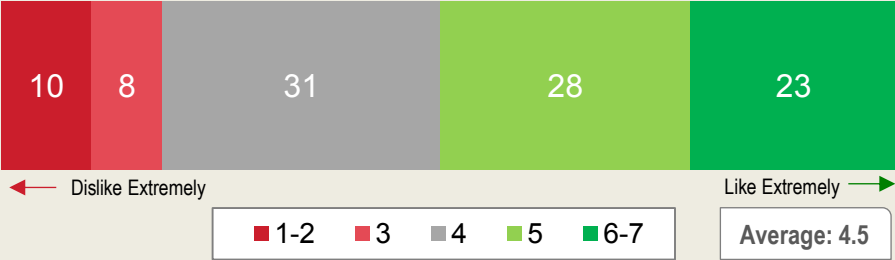
Base: Total sample, n=106
Q28-Q32 Pricing



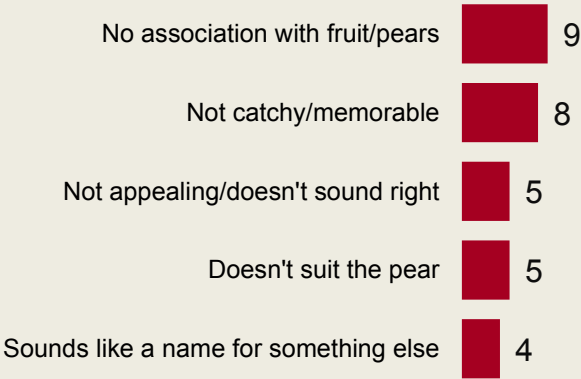
Marketing Elements



Liking of Brand Name 'Deliza' (%)

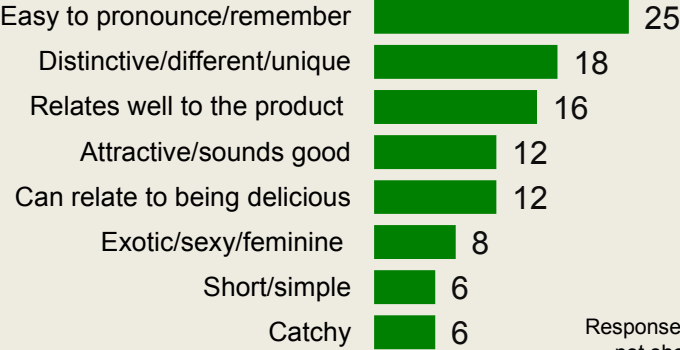


Dislikes* (%)



Responses <4%
not shown

Likes^ (%)



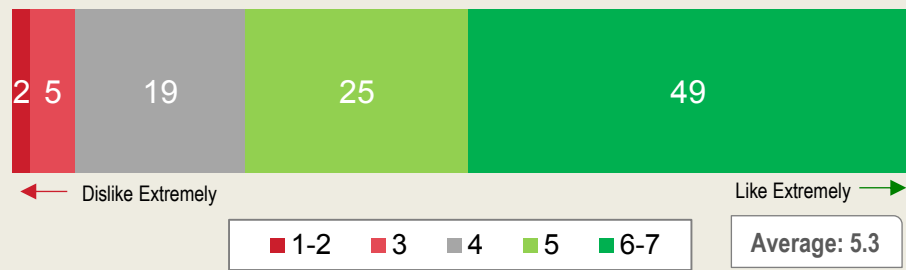
Responses <6%
not shown

Base: Total sample, n=106; *Those who rated the name 1-4, n=52; ^Those who rated the name 4-7, n=87

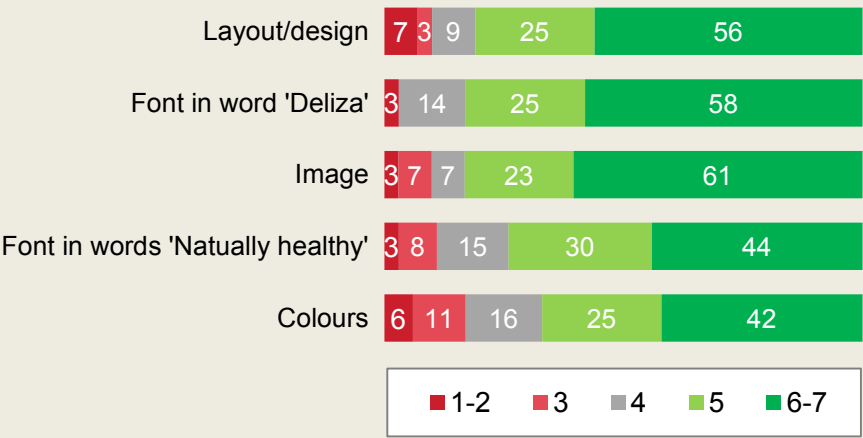
Q33. Liking of brand name; Q34. Brand name likes; Q35. Brand name dislikes



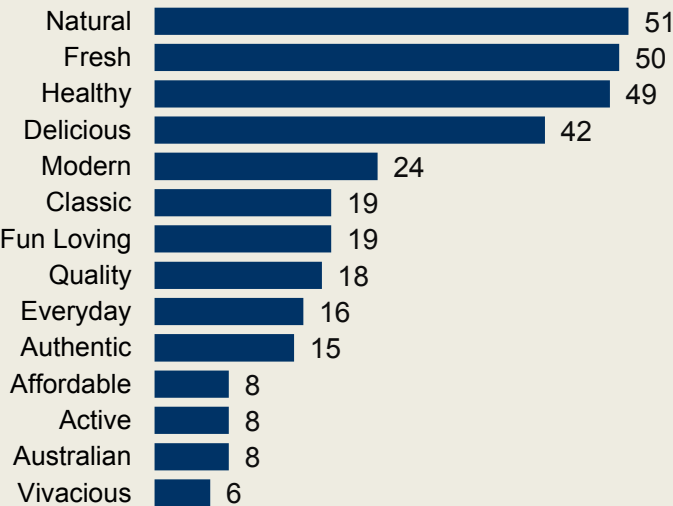
Liking of Brand Logo (%)



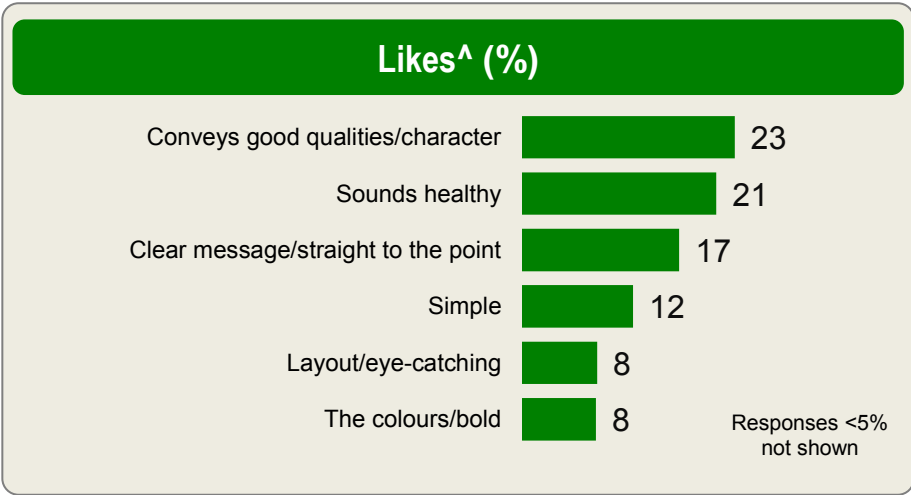
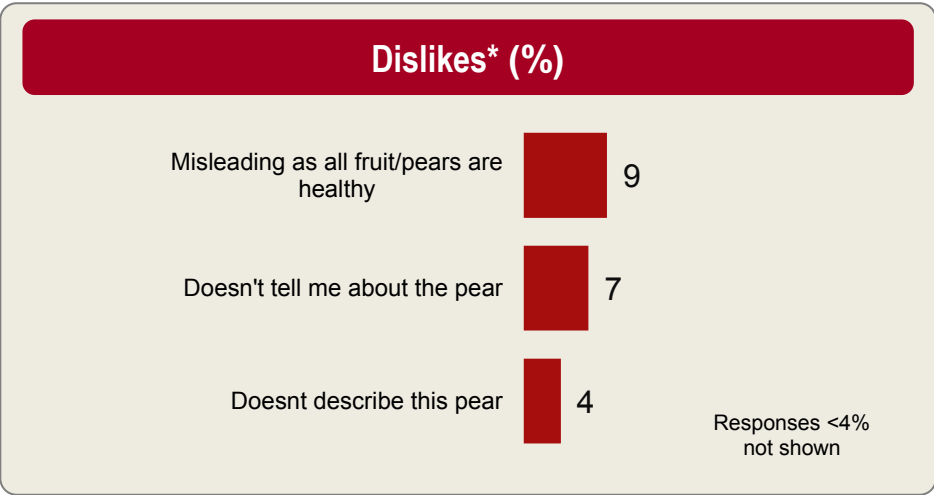
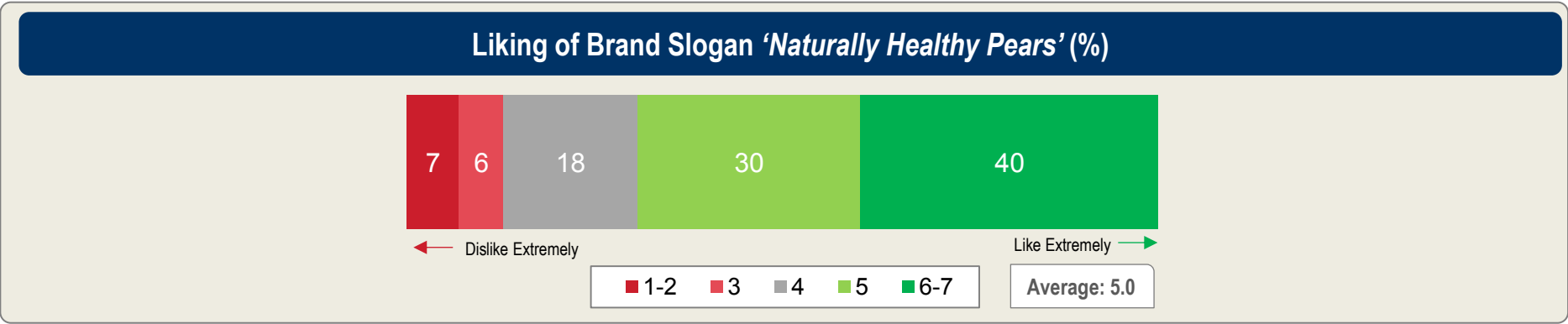
Liking of Logo Aspects (%)



Words Associated with Logo (%)



Base: Total sample, n=106;
Q36. Liking of logo; Q37. Liking of logo aspects; Q38. Words associated with logo



Base: Total sample, n=106; *Those who rated the slogan 1-4, n=32; ^Those who rated the slogan 4-7, n=93

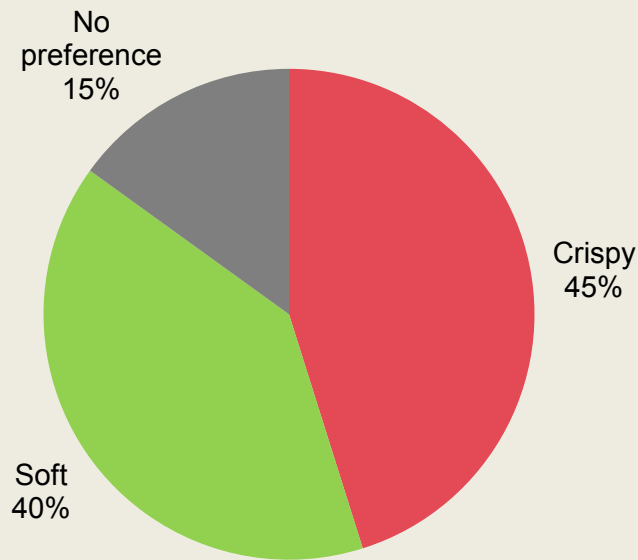
Q39. Liking of slogan; Q40. Slogan likes; Q41. Slogan dislikes



Results by Pear Preference

Pear Texture Preferences – Soft or Crispy?

Pear Texture Preferences



Product Evaluations (Mean Scores)

	Packham's Triumph			ANP0131		
	Crispy	Soft	None	Crispy	Soft	None
Overall liking	4.6	5.4	5.1	4.9	5.5	6.1
Overall appearance	4.5	4.9	5.4	5.6	5.1	5.6
Colour	4.4	4.8	4.8	5.6	5.1	5.9
Shape	4.8	5.1	5.3	5.4	5.3	5.8
Skin appearance	4.5	4.6	5.2	5.4	4.8	5.5
Skin texture	4.7	4.8	5.2	4.9	4.5	5.5
Aroma	4.5	5.1	5.1	4.9	4.9	5.3
Overall taste	4.6	5.5	5.4	5.2	5.5	6.3
Intensity of sweetness	4.4	3.8	4.3	4.3	4.2	4.9
Flesh texture	4.3	4.8	5.4	4.6	5.0	5.9
Crispiness	2.8	3.5	3.4	3.0	3.7	3.6
Juiciness	4.8	4.8	5.3	4.4	4.1	4.4
After-taste	4.8	5.2	5.4	4.9	5.3	5.8

Base: Total sample, n=106

Q49. Pear preference



MELBOURNE
L1, 90 York Street
South Melbourne VIC 3205
T 61 3 9699 8466
F 61 3 8199 0172

SYDNEY
L1, 30-32 Market Street
Sydney NSW 2000
T 61 2 9262 3266
F 61 2 9262 5774

www.sweeneyresearch.com.au

All Sweeney Research studies are conducted in accordance with the International Standard ISO 20252



Request for

Expressions of Interest

**Commercial propagation of trees of the new Pear
Varieties ANP-0118 and ANP-0131**

Coregeo® Australia

a Division of
Apple and Pear Australia Limited

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DISCLAIMER - IMPORTANT, PLEASE READ

This Expressions of Interest (EOI) document has been prepared by Coregeo Australia, a division of Apple and Pear Australia Limited

The EOI document is made available by Coregeo Australia for use by the persons and organisations wishing to be licensed the commercial right to produce trees of two new pear varieties in Australia.

Coregeo Australia has used reasonable endeavours to ensure the substantial accuracy of the EOI document and the information contained in it. However Coregeo Australia does not provide any warranties as to the accuracy, completeness, suitability, relevance, currency or other qualities or features of the EOI document or the information or other content contained in the EOI document.

Coregeo Australia will not accept any liability for any loss or damage of any kind (including, without limitation, direct, indirect or consequential loss or damage) incurred by any person as a direct or indirect result of that person's use of or reliance on the EOI document or the information contained in the EOI document.

1. Introduction

1.1 Purpose of this Document

This document is a call for Expressions of Interest (EOI) proposals for the commercial propagation of two, new, Australian-developed pear varieties - ANP-0118 and ANP 0131. It also provides limited information about the varieties and outlines the business model for the commercialisation of the varieties in Australia and overseas.

1.2 Overview of Coregeo

Coregeo® Australia (“Coregeo”) was formed in 2008 as a division of Apple and Pear Australia Limited (“APAL”), the peak industry body for Australian apple and pear growers.

Coregeo was formed to allow the skills developed within APAL, related to variety evaluation, variety commercialisation, tree propagule production and health-status certification to be made available to variety owners and developers in the fresh produce industry.

1.3 Relationship between Coregeo and DPI Victoria for the pear varieties

Coregeo successfully tendered for the right and has now been licensed, to evaluate and commercialise the pear varieties developed by the Department of Primary Industries, Victoria (DPI Victoria) breeding program based at Tatura.

These rights include

- The right to appoint collaborators for large scale test blocks (100 trees plus of each variety) in major Australian production regions
- Should the evaluations be successful and Coregeo believe that the varieties have a commercial future, the right to appoint commercial partners to produce and sell fresh fruit of the varieties in Australia and overseas.
- The right, on a territory-by-territory basis, to appoint propagators (nurseries) to produce trees of the varieties for distribution to growers.

1.4 Need for Confidentiality

Because the varieties have not yet been protected by Plant Breeders Rights in Australia or by similar rights in other countries, Coregeo and DPI Victoria require that all parties receiving information related to these varieties sign a Confidentiality Agreement and keep the information provided to them confidential.

The Confidentiality Agreement is provided at Appendix 1.

2. The Varieties

The two pear selections presented below have been chosen by DPI Victoria and the Australian industry (the breeding team and the industry steering committee) as the initial selections to be released from the Tatura-based program. The lines offer different seasonality (ANP-0118 is early, ANP-0131 is midseason). The lines were chosen for both their visual appearance and eating quality. Coregeo believes that they are superior to the current varieties available.

DEPARTMENT OF
PRIMARY INDUSTRIES

Early season selection

ANP-0118

Pedigree: BPM x Corella

Selected: 2001

Harvest range: last 3 weeks of Jan

Storage: not recommended

Fruit tree ripened, no pre-ripening,
Keep refrigerated until eaten.



Date	Weight (g)	Length (mm)	Width (mm)	Firmness (kg)	Sugar (°brix)	Starch (1-6 scale)
6-Jan	72-103	70	55	4.7	12.7	5.0
15-Jan	126	71	58	4.5	14.5	3.2
20-Jan		75	56	5.0	14.6	3.4
13-Feb		74	62	4.4	12.8	3.4

Date	Shape	Colour	Appearance (1-7 scale)	Texture	Flavour	Eating Quality (1-7 scale)
6-Jan	5	5	5	6	4	5
15-Jan	6	7	6	6	5	5
20-Jan	5	6	6	6	5	5
13-Feb	5	5	5	6	6	6



2009 data



Expressions of Interest.

Commercial propagation of new pear varieties

The Varieties

DEPARTMENT OF
PRIMARY INDUSTRIES

ANP-0118

Pedigree: BPM x Corella

Selected: 2001



DEPARTMENT OF
PRIMARY INDUSTRIES

Mid season selection

ANP-0131

Pedigree: Corella x Comice

Selected: 2001

Harvest range: last 3 weeks of Feb

Storage: 5 months (air)

May require at least 2 month storage to initiate proper ripening.



Date	Weight (g)	Length (mm)	Width (mm)	Firmness (kg)	Sugar (°brix)	Starch (1-6 scale)
30-Jan	97-170	62	55	7.7	13.1	3.0
9-Feb	115-154	70	63	7.5	13.4	2.6
19-Feb	116	69	63	6.5	13.8	3.0
27-Feb	216	82	75	6.5	14.3	3.0

Date	Shape	Colour	Appearance (1-7 scale)	Texture	Flavour	Eating Quality (1-7 scale)
30-Jan	5	6	5	4	4	4
9-Feb	4	4	4	3	4	3
19-Feb	5	6	6	6	6	6
27-Feb	5	6	6	6	6	6



2009 data



Expressions of Interest.

Commercial propagation of new pear varieties

The Varieties

DEPARTMENT OF
PRIMARY INDUSTRIES

ANP-0131

Pedigree: Corella x Comice

Selected: 2001



3. Commercialisation Business Model

Coregeo understands that parties interested in Expressing Interest in the propagation of new pear varieties will need to have a general briefing as to the business model under which the new varieties will be commercialised in Australia and overseas.

3.1 Business Model Subject to Change

This Section of the EOI document provides a general briefing. However, in making the briefing Coregeo wishes to inform interested parties that it is **subject to change**. All parties must understand that there is a considerable period of time between this EOI document being circulated and the eventual commercial sales of fresh pears of the varieties. During that time, commercial realities may change the business model proposed.

3.2 Proposed Business Model (General Structure)

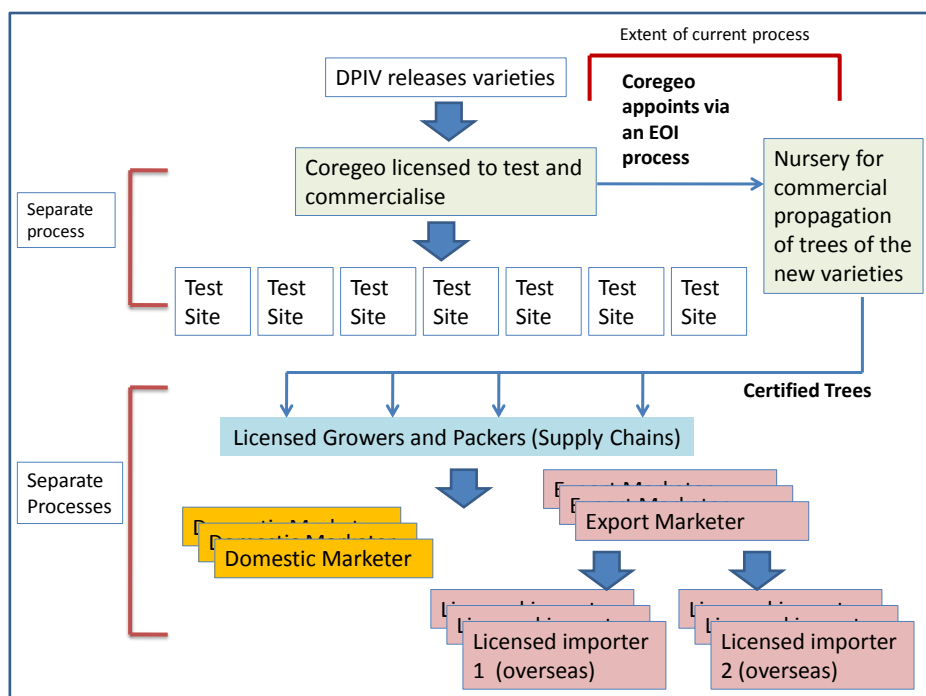


Figure 1: Business model for production of pears

The essential features of the commercialisation model are as follows;

- The current process is limited to the **appointment of a nursery to propagate trees** only. Separate processes have been completed for the appointment of trial site collaborators and will be developed and used for the appointment of growers, packers, domestic marketers and export marketers of fruit of the varieties.
- Note that trees produced will need to be **certified** as meeting various criteria – mainly related to virus status
- It is anticipated that a small number of supply chains will be licensed the right to market the pears in Australia and a small number of supply chains will be licensed the right to export fruit to importers licensed to distribute fruit in overseas countries
- Eight test site collaborators, in all major Australian production regions, have been licensed. There are approximately 70 trees of each variety at each site.

-
- Final grower license conditions are likely to include both a once-off tree royalty and an annual production royalty

4. Rights and Obligations of the Propagator

4.1 Rights

The propagator appointed will receive the right to propagate and sell all future trees of both varieties. To date only trees for early stage evaluation, the large scale evaluation sites (see above) and to provide budwood for the propagator have been produced.

The propagator will also receive the right, with trees of the varieties, to use the trademark(s), under which fruit of the varieties will eventually be sold.

These will be a non-exclusive commercial right mediated via a formal licence agreement.

4.2 Obligations

The obligations of the propagator/nursery include:

- Producing trees to standards specified by Coregeo. Note that under the licence with Agriculture Victoria Services Pty Ltd (the commercial arm of the Department of Primary Industries, Victoria), Coregeo is obligated to ensure that the varieties test negative to apple chlorotic leaf spot virus, apple mosaic virus, apple stem pitting virus and apple stem grooving virus
- Being able to certify the propagules used for the trees - in a scheme prescribed by Coregeo
- Adhering to the directions of Coregeo with respect to which growers/packers/marketers can purchase trees of the varieties
- Requiring customers to purchase trees under a suitable contract approved by Coregeo
- Collecting, accounting for and disbursing royalties associated with the sale of trees of the varieties (the nursery/propagator will not be required to collect royalties associated with the sale of fruit)
- Adhering to the reasonable other directions of Coregeo that arise from time to time
- To keep information related to the propagation of trees of the varieties confidential
- to report to Coregeo regularly - at a reasonable frequency to be agreed with the propagator/nursery

5. Expression of Interest Pro-forma (Confidential to Coregeo)

All information supplied to Coregeo will be treated as confidential.

The form can be expanded to accommodate as much information as you wish to supply.

Parties wishing to Express Interest in commercial propagation of the varieties should complete the form below and return it to Garry Langford at Coregeo (Fax: +61 (0)3 6266 4023 E-mail: glangford@apal.org.au

Closing Date: The completed form must arrive at Coregeo (care of Garry Langford) as described above by no later than **5.00 pm on Thursday 31 May 2012.**

Company Name	
Contact person	
Contact Details Address Office Phone Mobile Email address	
Details of current certification systems used (if any)	
If no current certification system, would you be prepared to enter into one specified by Coregeo if you were granted the right to propagate trees of these varieties?	
Pear rootstocks available to your nursery	Please list rootstocks available immediately and in the medium term (e.g. stocks that may be in quarantine now)
Description of software or other system used for collection of royalties.	
Number of pear trees delivered in winter 2010, 2009 and 2008	
Why your proposal should be considered over others.	Coregeo does not require a long answer to this question but if you would like more space please attach an additional page.
Contractual Obligations	Are you prepared to be bound by contractual obligations similar to those listed in Section 4.2? (Yes/No or list your concerns)
Signature of Contact person and Date	

APPENDIX 1: Confidentiality Agreement

Cultivar technical information related to the DPI Victoria pear selections that are described in this document is of significant commercial value to both Coregeo and its prospective partners and licensees.

You agree to keep strictly confidential any information obtained from Coregeo, including that contained within this Expressions of Interest brochure, and to use it for your personal purposes (within your business) only. Unless prior written approval is obtained from Coregeo, you will not communicate the information to any other person in any way.

Photos are permitted for personal use only.

Name (BLOCK letters)	
Address:	
Mobile Phone No:	
Home/Business Phone No:	
E-mail address	
Signature	
Date	

LANYA PEARS

Brand Strategy

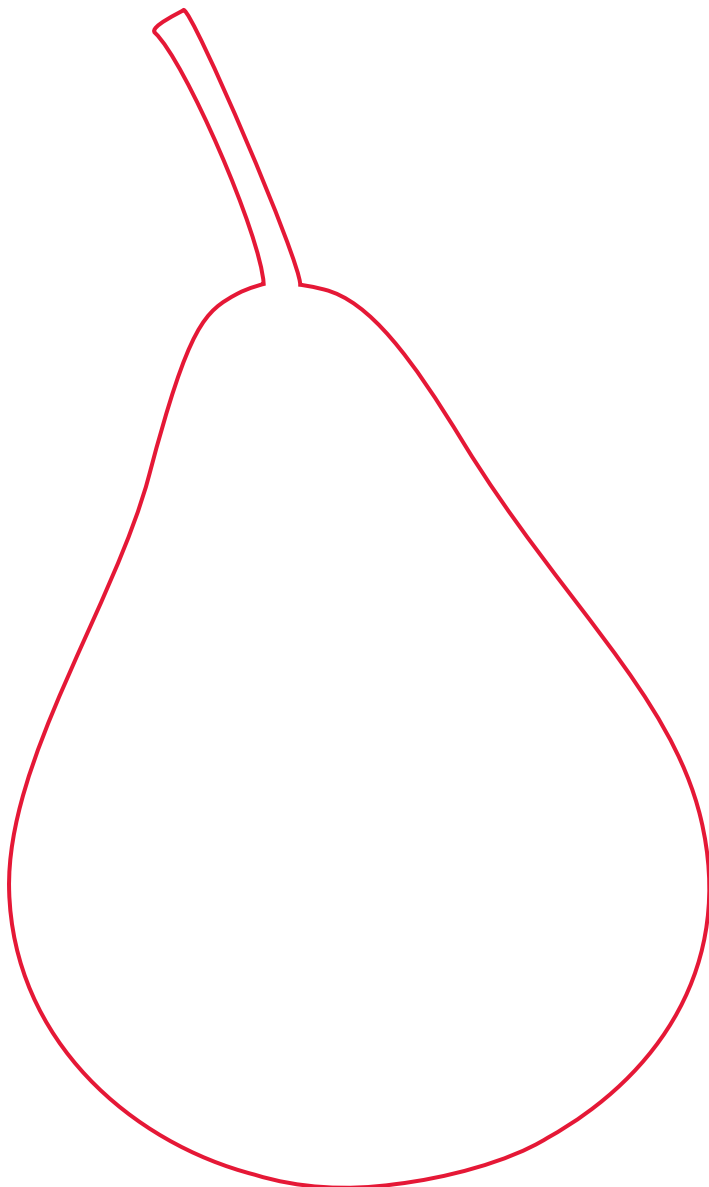


**A BRAND IS A PROMISE THAT SETS AN
EXPECTATION OF AN EXPERIENCE.**

**TO CREATE A GREAT LANYA BRAND
IT WILL NEED TO BE RELEVANT,
COMPETITIVE AND AUTHENTIC.**

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Please refer any questions regarding this Brand Strategy to APAL Marketing +613 9329 3511 or Di Marca Brand Performance +613 9690 0672
Version 5 - July 2013

Di Marca

What is a Brand?

Your customer's experience of your Brand is everything

A Brand is not a logo, corporate identity, product or service.

A brand is a person's gut feeling about your product or service and is built up over time by how they have experienced your Brand.

Brand experience is created by creating a positive customer experience at every point they contact or interact with your Brand.

The Lanya Brand is the collective and cumulative impression built up by any or all actions related to the pear: from the pear name, brand mark, appearance and taste, to marketing, public relations, advertising and website, to how we create our culture, right through how we interact with our customers.

Our Brand guides our business focus and affects our business performance

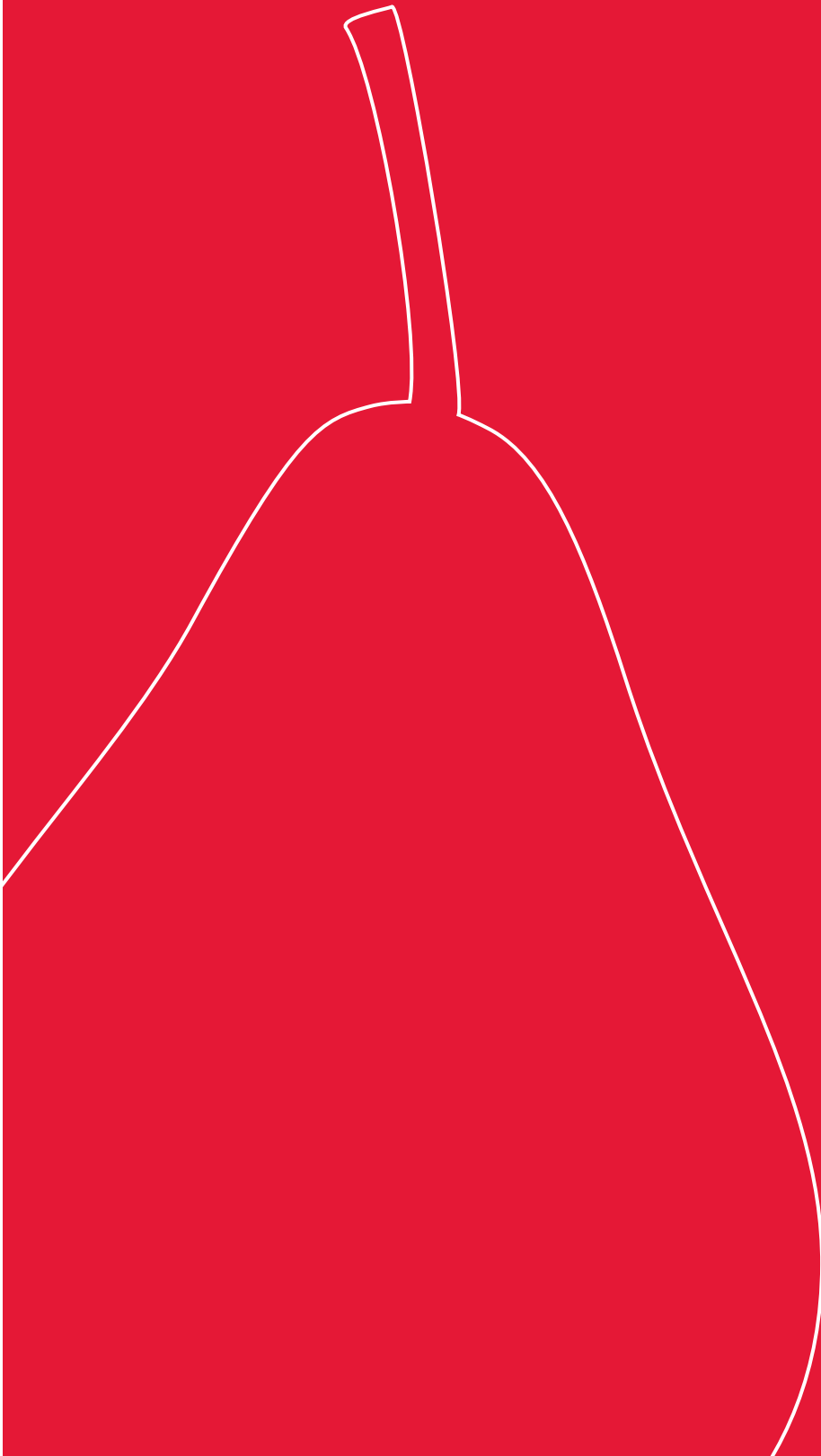
It impacts the way people think about us, and the way we think about ourselves. It provides direction, creates loyalty, ownership and pride.

Our Brand is our point of difference, it is our reputation

It is unique to us. It is not built in the orchard; it is built in the minds of our customers and our stakeholders. It's not what we say it is, it's what they say it is.

The Lanya Brand is our most valuable asset because it affects how people think and feel about our product.

WHO WE ARE - OUR BRAND



Why our Brand is important

THE STRENGTH OF THE LANYA PEAR BRAND IS DETERMINED BY ITS CONSISTENT APPLICATION TO THE BRAND STANDARDS THAT CONTROL THE PRESENTATION OF OUR COMMUNICATIONS AND VISUAL IDENTITY.

A COHESIVE AND CONSISTENT BRAND IDENTITY SYSTEM INCREASES AND STRENGTHENS LANYA'S VISIBILITY AND AWARENESS TO ALL AUDIENCES.

Branding is the process of creating and managing the associations that generate images and feelings about the Brand.

The Brand associations we create are transmitted as signals – these signals must align with the Brand Bulls Eye and its central element, the Brand Essence. They must communicate to our market what is different and relevant about Lanya Pears.

Branding is about Signals – the signals our people, our partners and marketers use to determine what Lanya stands for. These signals create the associations that create the Brand in the mind of the marketplace.

Truly great Brands are the result of great branding. The more focused and aligned the brand application, the more effective and positive the associations will be.

The Lanya Brand Signals must be carefully and responsibly maintained. The Signals ultimately make the biggest impact when building the perception of the Lanya Brand.

It's about creating customers that love the Lanya Brand.

The aim is to create a 'brand positioning' where, for consumers who already enjoy or those who are rediscovering the joy of eating pears, Lanya is the elegant 'classic shape' fresh Australian pear brand that is fresh, new and simply irresistible. In achieving this, we will have created a strong emotional connection that will equate to long-term success for the Brand.

To accomplish the 'brand positioning', controlling the Lanya Brand across all Touch Points is critical. Touch Points are all the points where the customer comes into contact with the Brand.

The Brand and our reputation are built in the mind of our customer. This is achieved by creating positive and motivating images, emotions and associations at each Touch Point that are consistent in delivery. These Touch Points ultimately build a clear, focused image for Lanya.

Everybody, every decision, every day.

APAL has a continuing investment and commitment in creating a distinctive, highly visible Brand that is consistent with the Brand's 'simply irresistible' philosophy. It is vital that the Brand Strategy is followed in the development of all branding, marketing and communications of the Lanya Brand.

How will we get there?

Common Purpose

For the Lanya Brand to be effective it must be the core focus for everyone in the organisation, regardless of location, function or position.

Commitment

There can be no wavering from the Brand vision. The Brand needs to be expressed consistently in every aspect of developing the Brand by everybody, every day.

Brand Clarity

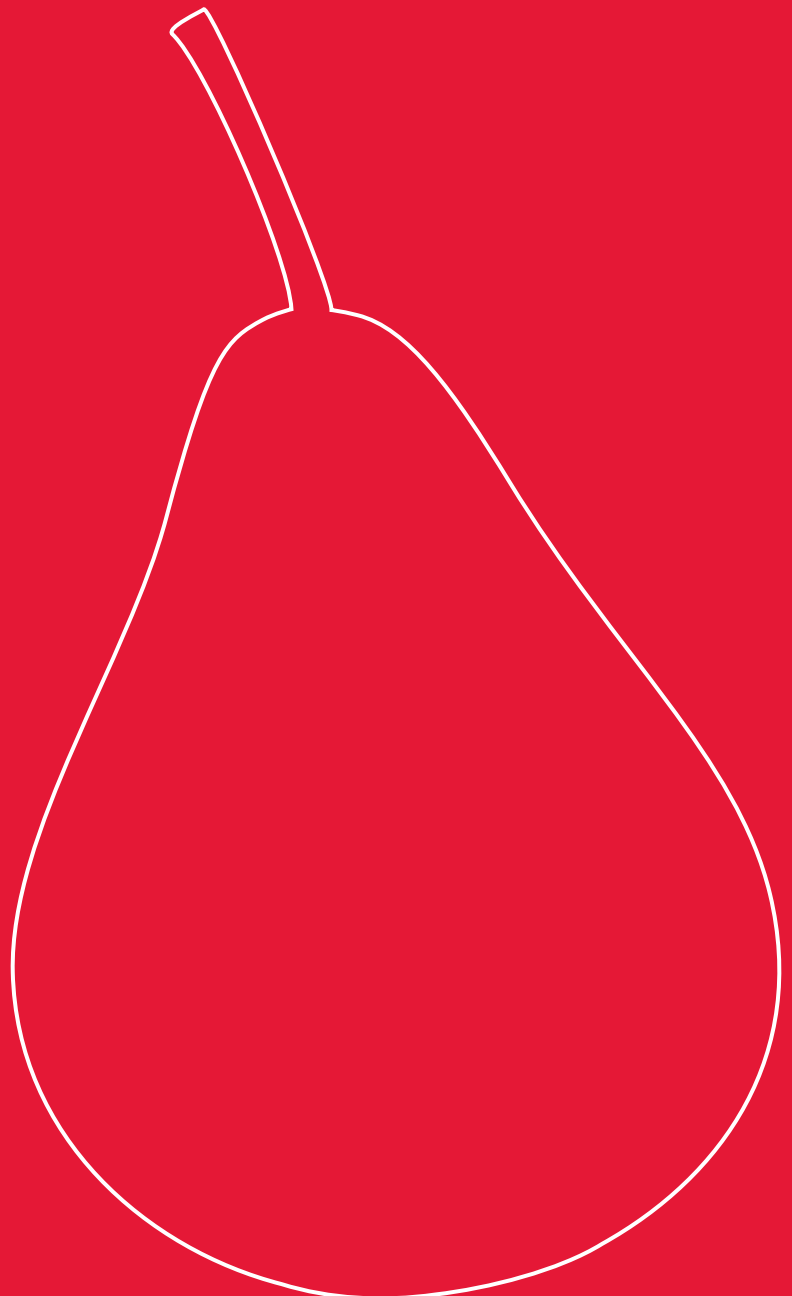
The Brand encapsulates a long term vision and must always be presented with absolute clarity so that it creates meaningful images, and associations in people's minds.

Communication

Communicating the brand message in a consistent and integrated way across all mediums effectively builds familiarity, relevance and engagement.

Enrolment

A Brand vision will only recruit our people's passion and commitment when it is clearly communicated so that they understand why what they do is relevant. Lanya needs to make sure the picture is clear to everyone in the organisation.



Brand Touch Points

CREATING THE LANYA BRAND EXPERIENCE THROUGH TOUCH POINTS.

Every time the public, a customer, stakeholders and employees experience the Brand, trust and reputation is either created or destroyed through Brand Touch Points.

Lanya needs to see every word, image and action as part of the total brand experience.

Lanya needs to use every available Touch Point to spark dialogue and build a relationship with the customer.

All Lanya people should be empowered to deliver the brand experience at all Touch Points.

The Lanya Brand is built in the mind of the customer through all Touch Points.

There are hundreds of Touch Points ranging from Power Touch Points such as Marketing, Public Relations, Supermarkets, APAL, Consumers and the Pear to the more difficult areas to deliver the brand experience such as Social Media and Produce Managers.

Brand Strategies should be carefully planned to deliver relevant expressions of the Lanya Brand Essence and should be activated at all Touch Points to create the optimum customer experience.



● **Power Touch Points** are highlighted in red.

Business Objectives

IN ORDER TO MAKE THE LANYA BRAND SUCCEED FOR THE LONG-TERM, THE BRAND STRATEGY MUST BE ALIGNED WITH THE BUSINESS OBJECTIVES.

This alignment is important and is undertaken so that when the Brand Strategy is implemented it brings the Business Objectives to life in the marketplace.

BUSINESS GOAL

Specific objective towards which Lanya is heading

New generation delicious and healthy Australian pear.

BUSINESS PURPOSE

The intention of the goal

Provide an exciting new early season, ready-to-eat, fresh Australian pear.

GUIDELINES

The Policy Standards

Growing Environment - We are committed to creating innovative and efficient growing environments that contribute to producing an elegant 'classic shape' ready-to-eat pear that is delicious and healthy.

Brand Positioning & Experience
Australian pear with a consistently appealing aroma, appearance and taste with a classic pear shape.

Leverage - Cultivate a passionate global team that is networked aligned and working together.

Brand Recognition & Awareness

- Generate Brand exposure that enhances the quality and reputation of the new generation pear.

Brand Loyalty - Deliver an experience that consistently delights consumers and builds consumer loyalty and sales for the new generation pear brand.

Royalty Streams - Market development that continues to deliver high-end premiums, growth and value for stakeholders.

Controls and Systems

- Create an effective, simple and uniform licensing system that controls, protects and enhances the value of the new generation pear brand.
- Ensure that business operations, communication and branding are delivered through manageable procedures and guidelines.

WHAT DOES SUCCESS LOOK LIKE?

The new generation delicious and healthy pear has been instrumental in inspiring consumers around the world to discover the joy of eating early season, ready-to-eat, fresh Australian pears.

Brand Bulls Eye

THE BRAND BULLS EYE CHART IS A PRACTICAL, SIMPLE TOOL FOR PEOPLE WORKING WITH THE BRAND TO BOTH UNDERSTAND AND REMIND THEMSELVES OF WHO AND WHAT LANYA IS.

The Brand Bulls Eye Chart is the recipe for creating the Brand in the mind of the customer.

There are six components that make up the recipe; Brand Proposition, Evidence, Benefits, Values, Personality and Brand Essence. The central component, Brand Essence is the fundamental truth behind the Brand.

Designed to be the organisational 'Rally Cry' and the idea that 'Drives the Brand', it is the essence of everything we do and stand for.



Brand Proposition



What it is and the key reason for buying or engaging? The Brand Proposition establishes a differentiated meaning for the brand and offers something the public want to reach out for and care about.

TO CONSUMERS WHO ARE SEEKING TO DISCOVER A NEW HEALTHY FRUIT EXPERIENCE, LANYA IS THE CRISP, READY-TO-EAT AUSTRALIAN PEAR BRAND THAT IS FRESH, NEW AND SIMPLY IRRESISTIBLE.

Evidence



What are the reasons to believe the Brand Proposition?

Proof that Lanya is the crisp, ready-to-eat Australian pear brand that is fresh, new and simply irresistible.

- Elegant classic pear shape
- Ripens naturally on the tree
- First Australian bred pear in more than 100 years
- 20 years of research and development
- Good health in a perfect package:
 - Rich in essential vitamins and minerals
 - Packed with fibre
 - No cholesterol
 - Low GI
- The perfect snack
- Affordable quality

Benefits



Customers buy or engage with emotion and justify their decision to buy or engage with rational response to the Brand offer.

EMOTIONAL BENEFITS

- A naturally ripe eating experience
- Fresh 'summer' appearance
- Elegant classic pear shape
- Delicious snack
- Juicy tasty and smooth
- 100% Australian
- Irresistible aroma
- Seductive appearance
- Supports Australian farmers

RATIONAL BENEFITS

- Ripens on the tree
- Ready-to-eat
- First pear to market seasonally
- Good for immediate enjoyment
- Smoother texture and aroma
- Beautiful yellow pear with a seductive red blush
- Affordable quality
- 20 years of Australian research and development

Values



The beliefs and guiding principles that brings the Brand to life so that Lanya can reach its Business Objectives. It is important that everyone who engages with Lanya understands the values that underpin our philosophy and operations.

THE LANYA BRAND IS THE CRISP, READY-TO-EAT AUSTRALIAN PEAR THAT IS FRESH, NEW AND SIMPLY IRRESISTABLE.

Our four Value Pillars are:

1. Crisp ready-to-eat Australian pear
2. Early season maturity
3. Environmentally friendly farming
4. Supporting Australian Farmers

Personality



Human characteristics setting tone and feel. The Brand Personality projects the idea of the Brand as a series of characteristics to help build a feeling about the Brand.

- Fresh
- Different
- Distinctive
- Seductive
- Alluring

Brand Essence



All characteristics of the Brand emanate from its centre – The Brand Essence. Designed to be the pear's 'Rally Cry' and the idea that 'Drives the Brand', it is the essence of everything Lanya does and everything it stands for.

The Brand Essence, **'Simply irresistible'**, serves as the catalyst for all branding messages and signals, the visual identity, to the product presentation, taste, marketing material, public relations, website and right through Lanya to create an optimum customer experience.

Everybody, every decision, every day.

This is why it's essential:

- The Brand Essence establishes your focus and long-term vision
- It quickly distinguishes what is unique and ownable about the Brand
- It pinpoints the brands meaningful difference
- It points the way to new initiatives
- It provides clear direction to those creating marketing material
- It ensures that employees understand how they should behave as representatives of the Brand
- It directs all strategic and creative expressions of the Brand

Understanding, embracing and communicating Brand Essence across all Brand Touch Points is essential to building strong viable brands.

The Lanya Brand Essence is our 'promise' that sets an expectation for an experience.

Simply irresistible

The Marketing Slogan

THE MARKETING SLOGAN POSITIONS LANYA IN THE MIND OF THE MARKETPLACE AND ESTABLISHES WHY IT IS DIFFERENT AND RELEVANT TO THE COMPETITION.

THE SLOGAN DESCRIBES IN A FEW WORDS THAT LANYA IS A GREAT TASTING WHOLESOME FRUIT YOU FEEL GOOD ABOUT CHOOSING BECAUSE IT CONTRIBUTES TO A BRIGHTER FUTURE.

When this positioning is achieved it will give Lanya an advantage and be very difficult for the competition to also own a similar positioning.

Strong connections to the Lanya Brand will be achieved by connecting with the marketplace on an emotional level.

The Marketing Slogan is 'The motivating reason to buy or engage'.

The Marketing Slogan is the 'promise' that makes Lanya different and relevant in the 'mind' and 'heart' of the customer and marketplace.



Everything irresistible about pears

Brand Voice

OUR 'BRAND VOICE' IS THE WAY WE USE WORDS WHEN WRITING OR SPEAKING ABOUT LANYA.

Brand Voice in our communications is one of the most important elements of the Brand Strategy.

Brand Voice means how we say, what we say. The words we use send signals to our target market about Lanya – they show our audience what we represent as a Brand and help them understand what we stand for. The way we talk as a Brand is as important as how we look.

To achieve the right 'Brand Voice' we must use language that is natural, alluring and elegant. Every day the Lanya branding effort will produce thousands of different messages: from business letters, proposals, brochures, advertising, editorial, website content to emails, so it is vital that the language we use is consistent.

This builds trust. Speaking in the right tone of voice becomes a key element to engaging the audience and establishing a brand that is different and relevant to the competition.

NATURAL

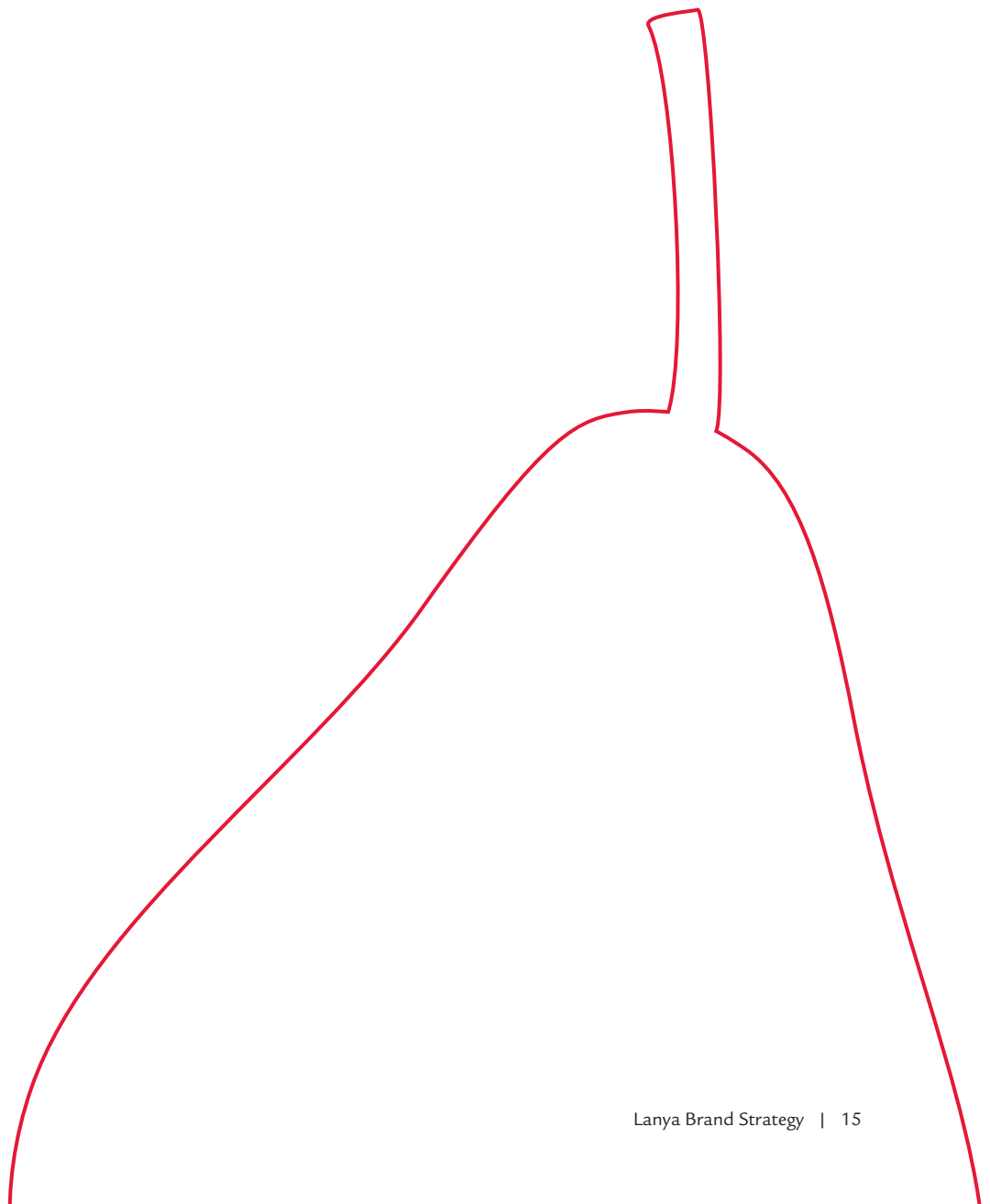
A better eating experience, fresh, delicious, good for you.

ALLURING

Tempting, seductive, appealing, irresistible, rediscover how good pears are.

ELEGANT

Sophisticated, stylish, confident, pleasing to the eye, classic.



Implementation of Brand Strategy

Implementation is the most important process of the Brand Strategy. This stage is where the Brand Identity and Brand Strategy come together and express Lanya to its marketplace through high quality branding and marketing material. Synergising this effort with the Business Objectives is how the Lanya Brand can achieve increased market share and become a truly great brand.

BRAND STRATEGY

The plan for the systematic development of the Lanya Brand in order to meet its business objectives and build its reputation.

BRANDING

Branding is defined as any effort or program to build the Lanya Brand. Branding is the process of creating and managing the associations that generate images and feelings about the brand. Associations are transmitted by way of signals – these must align with the Brand Bulls Eye Chart and its central element, the Brand Essence – ‘Simply irresistible’, and communicate to our market what is different and relevant about the Lanya Brand.

BRAND SIGNALS

Branding is about Signals – the Signals our people, growers, wholesalers and marketers use to determine what Lanya stands for as a Brand. These signals create the associations that create the Brand in the mind of the marketplace.

For Lanya, the more focused and aligned the brand application, the more effective and positive the associations will be. The Lanya Brand Signals must be carefully and responsibly looked after. The Signals ultimately make the biggest impact when building the Brand.

BRAND IMAGE

Brand Image is the Lanya customer’s mental picture of our offer – Simply irresistible. Creating a consistent and quality Brand Image for Lanya is critical for its success.

BRAND LOYALTY

Brand Loyalty is the strength of preference for Lanya Brand compared to competing pear brands. The success of our Brand Loyalty is measured by consumers discovering the urge to eat fresh Australian pears irresistible and referring Lanya to family and friends.

MARKETING

Marketing is defined as the process of developing, promoting and selling Lanya’s pears. Businesses that get the implementation of their Brand Strategy right and project a clear and concise brand message across all marketing material will improve long-term brand equity, business value, and make their Brands more viable, memorable and successful.

OUR PEOPLE

Brand perceptions are shaped through words and actions. It is the responsibility of our people to shape relevant experiences for Lanya customers. Our people can only shape these experiences if they understand why what they do is relevant. Lanya needs to make the picture clear to them.

The goal is to make the Brand Essence – ‘Simply irresistible’ a filter for our people’s decision making. Engaging our people right through the supply chain from the grower to the supermarket that is focused on the customer is essential for Brand success.

DELIZA PEARS

Brand Strategy



Version 5 – 10 July 2013
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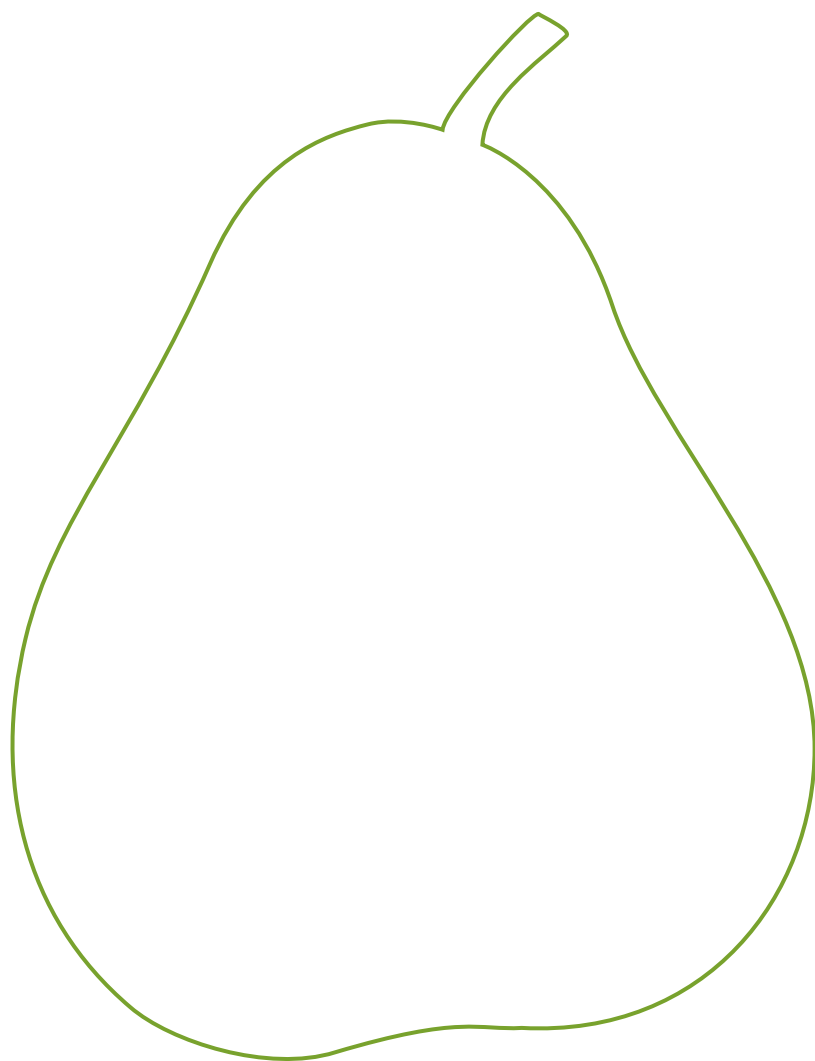
Di Marca

**A BRAND IS A PROMISE THAT SETS AN
EXPECTATION OF AN EXPERIENCE.**

**TO CREATE A GREAT DELIZA BRAND
IT WILL NEED TO BE RELEVANT,
COMPETITIVE AND AUTHENTIC.**

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Please refer any questions regarding this Brand Strategy to APAL Marketing +613 9329 3511 or Di Marca Brand Performance +613 9690 0672
Version 5 - July 2013

Di Marca

What is a Brand?

Your customer's experience of your Brand is everything

A Brand is not a logo, corporate identity, product or service.

A brand is a person's gut feeling about your product or service and is built up over time by how they have experienced your Brand.

Brand experience is created by creating a positive customer experience at every point they contact or interact with your Brand.

The Deliza Brand is the collective and cumulative impression built up by any or all actions related to the pear: from the pear name, brand mark, appearance and taste, to marketing, public relations, advertising and website, to how we create our culture, right through how we interact with our customers.

Our Brand guides our business focus and affects our business performance

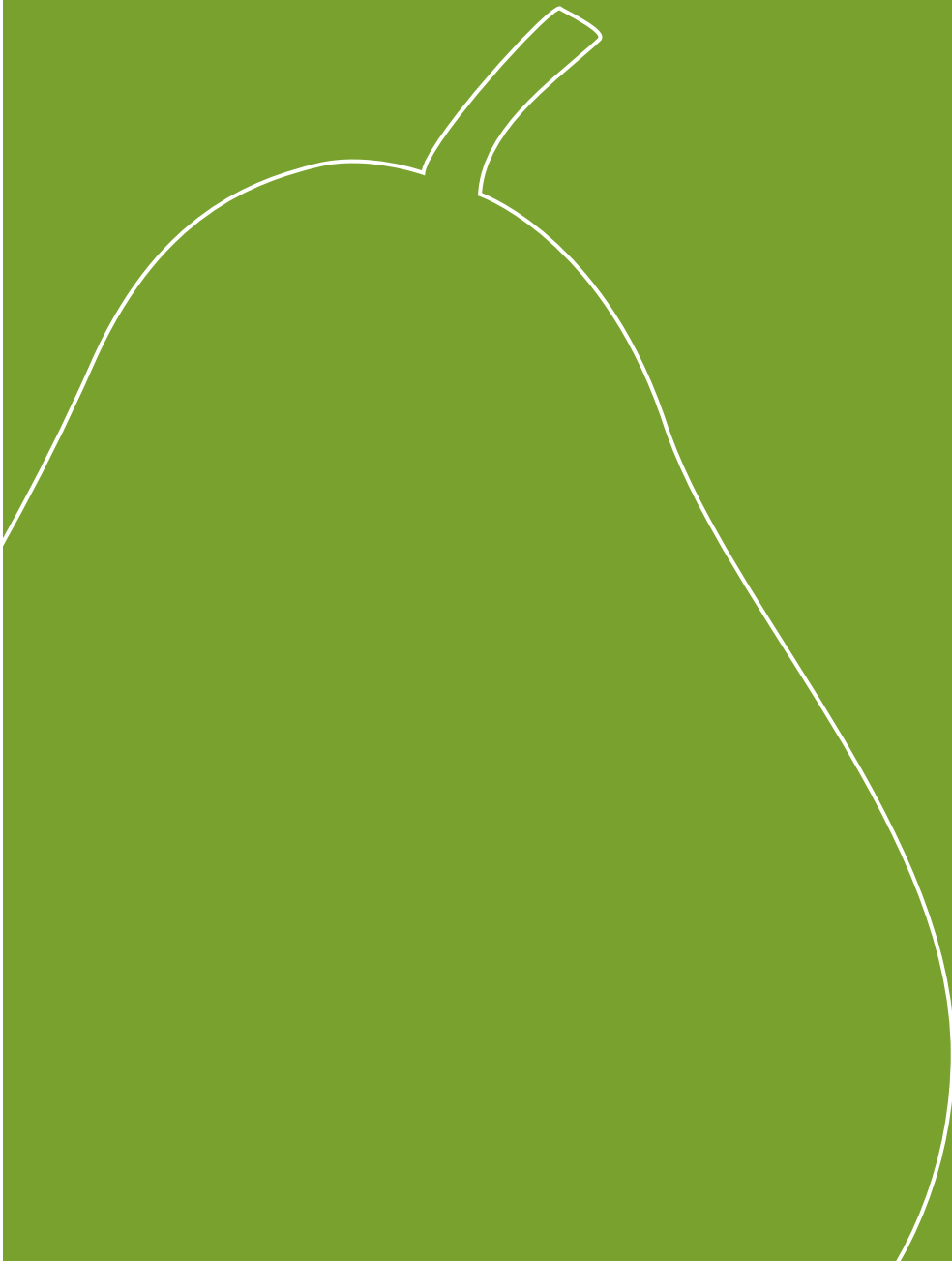
It impacts the way people think about us, and the way we think about ourselves. It provides direction, creates loyalty, ownership and pride.

Our Brand is our point of difference, it is our reputation

It is unique to us. It is not built in the orchard; it is built in the minds of our customers and our stakeholders. It's not what we say it is, it's what they say it is.

The Deliza Brand is our most valuable asset because it affects how people think and feel about our product.

WHO WE ARE - OUR BRAND



Why our Brand is important

THE STRENGTH OF THE DELIZA PEAR BRAND IS DETERMINED BY ITS CONSISTENT APPLICATION TO THE BRAND STANDARDS THAT CONTROL THE PRESENTATION OF OUR COMMUNICATIONS AND VISUAL IDENTITY.

A COHESIVE AND CONSISTENT BRAND IDENTITY SYSTEM INCREASES AND STRENGTHENS DELIZA'S VISIBILITY AND AWARENESS TO ALL AUDIENCES.

Branding is the process of creating and managing the associations that generate images and feelings about the Brand.

The Brand associations we create are transmitted as signals – these signals must align with the Brand Bulls Eye and its central element, the Brand Essence. They must communicate to our market what is different and relevant about Deliza Pears.

Branding is about Signals – the signals our people, our partners and marketers use to determine what Deliza stands for. These signals create the associations that create the Brand in the mind of the marketplace.

Truly great Brands are the result of great branding. The more focused and aligned the brand application, the more effective and positive the associations will be.

The Deliza Brand Signals must be carefully and responsibly maintained. The Signals ultimately make the biggest impact when building the perception of the Deliza Brand.

It's about creating customers that love the Deliza Brand.

The aim is to create a 'brand positioning' where consumers who already enjoy or those who are rediscovering the joy of eating pears, Deliza is the 'classic shape' fresh Australian pear brand that engages people to enjoy the fruits of a healthier lifestyle. In achieving this, we will have created a strong emotional connection that will equate to long-term success for the Brand.

To accomplish the 'brand positioning', controlling the Deliza Brand across all Touch Points is critical. Touch Points are all the points where the customer comes into contact with the Brand.

The Brand and our reputation are built in the mind of our customer. This is achieved by creating positive and motivating images, emotions and associations at each Touch Point that are consistent in delivery. These Touch Points ultimately build a clear, focused image for Deliza.

Everybody, every decision, every day.

APAL has a continuing investment and commitment in creating a distinctive, highly visible Brand that is consistent with the Brand's 'simply irresistible' philosophy. It is vital that the Brand Strategy is followed in the development of all branding, marketing and communications of the Deliza Brand.

How will we get there?

Common Purpose

For the Deliza Brand to be effective it must be the core focus for everyone in the organisation, regardless of location, function or position.

Commitment

There can be no wavering from the Brand vision. The Brand needs to be expressed consistently in every aspect of developing the Brand by everybody, every day.

Brand Clarity

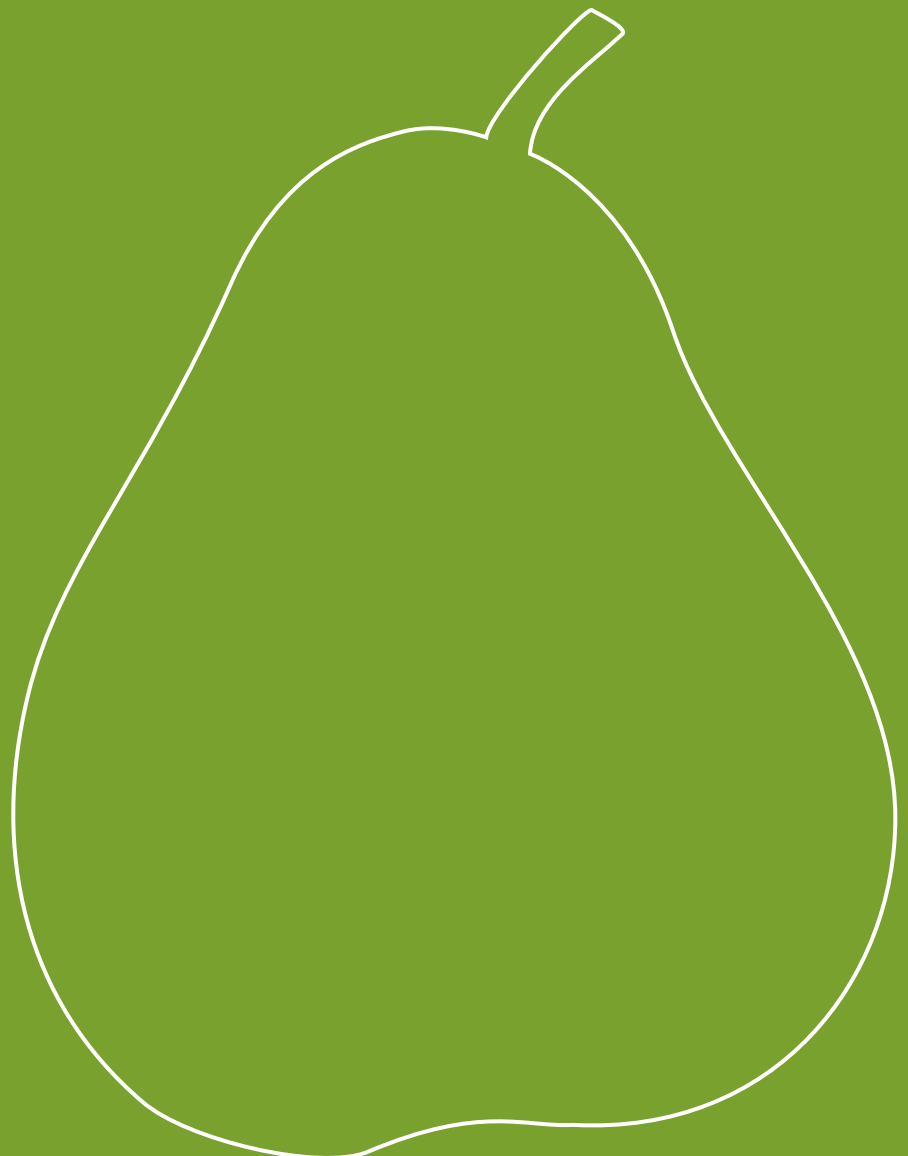
The Brand encapsulates a long term vision and must always be presented with absolute clarity so that it creates meaningful images, and associations in people's minds.

Communication

Communicating the brand message in a consistent and integrated way across all mediums effectively builds familiarity, relevance and engagement.

Enrolment

A Brand vision will only recruit our people's passion and commitment when it is clearly communicated so that they understand why what they do is relevant. Deliza needs to make sure the picture is clear to everyone in the organisation.



Brand Touch Points

CREATING THE DELIZA BRAND EXPERIENCE THROUGH TOUCH POINTS.

Every time the public, a customer, stakeholders and employees experience the Brand, trust and reputation is either created or destroyed through Brand Touch Points.

Deliza need to see every word, image and action as part of the total brand experience.

Deliza needs to use every available Touch Point to spark dialogue and build a relationship with the customer.

All Deliza people should be empowered to deliver the brand experience at all Touch Points.

The Deliza Brand is built in the mind of the customer through all Touch Points.

There are hundreds of Touch Points ranging from Power Touch Points such as Marketing, Public Relations, Supermarkets, APAL, Consumers and the Pear to the more difficult areas to deliver the brand experience such as Social Media and Produce Managers.

Brand Strategies should be carefully planned to deliver relevant expressions of the Deliza Brand Essence and should be activated at all Touch Points to create the optimum customer experience.



● **Power Touch Points**
are highlighted in green.

Business Objectives

IN ORDER TO MAKE THE DELIZA BRAND SUCCEED FOR THE LONG-TERM, THE BRAND STRATEGY MUST BE ALIGNED WITH THE BUSINESS OBJECTIVES.

This alignment is important and is undertaken so that when the Brand Strategy is implemented it brings the Business Objectives to life in the marketplace.

BUSINESS GOAL

Specific objective towards which Deliza is heading

New generation delicious and healthy Australian pear.

BUSINESS PURPOSE

The intention of the goal

Provide an exciting new pear so that consumers can rediscover the joy of eating fresh Australian pears.

GUIDELINES

The Policy Standards

Growing Environment - We are committed to creating innovative and efficient growing environments that contribute to producing an elegant 'classic shape' fresh pear that is delicious and healthy.

Brand Positioning & Experience
Australian pear with a consistently appealing aroma, appearance and taste with a classic pear shape.

Leverage - Cultivate a passionate global team that is networked aligned and working together.

Brand Recognition & Awareness

- Generate Brand exposure that enhances the quality and reputation of the new generation pear.

Brand Loyalty - Deliver an experience that consistently delights consumers and builds consumer loyalty and sales for the new generation pear brand.

Royalty Streams - Market development that continues to deliver high-end premiums, growth and value for stakeholders.

Controls and Systems

- Create an effective, simple and uniform licensing system that controls, protects and enhances the value of the new generation pear brand.
- Ensure that business operations, communication and branding are delivered through manageable procedures and guidelines.

WHAT DOES SUCCESS LOOK LIKE?

The new generation delicious and healthy pear has been instrumental in inspiring consumers around the world to rediscover the joy of eating fresh Australian pears.

Brand Bulls Eye

THE BRAND BULLS EYE CHART IS A PRACTICAL, SIMPLE TOOL FOR PEOPLE WORKING WITH THE BRAND TO BOTH UNDERSTAND AND REMIND THEMSELVES OF WHO AND WHAT DELIZA IS.

The Brand Bulls Eye Chart is the recipe for creating the Brand in the mind of the customer.

There are six components that make up the recipe; Brand Proposition, Evidence, Benefits, Values, Personality and Brand Essence. The central component, Brand Essence is the fundamental truth behind the Brand.

Designed to be the organisational 'Rally Cry' and the idea that 'Drives the Brand', it is the essence of everything we do and stand for.



Brand Proposition



What it is and the key reason for buying or engaging? The Brand Proposition establishes a differentiated meaning for the brand and offers something the public want to reach out for and care about.

TO CONSUMERS WHO ALREADY ENJOY OR THOSE WHO ARE REDISCOVERING THE JOY OF EATING PEARS, DELIZA IS THE FRESH AUSTRALIAN PEAR BRAND THAT INSPIRES PEOPLE TO ENJOY THE FRUITS OF A HEALTHIER LIFESTYLE.

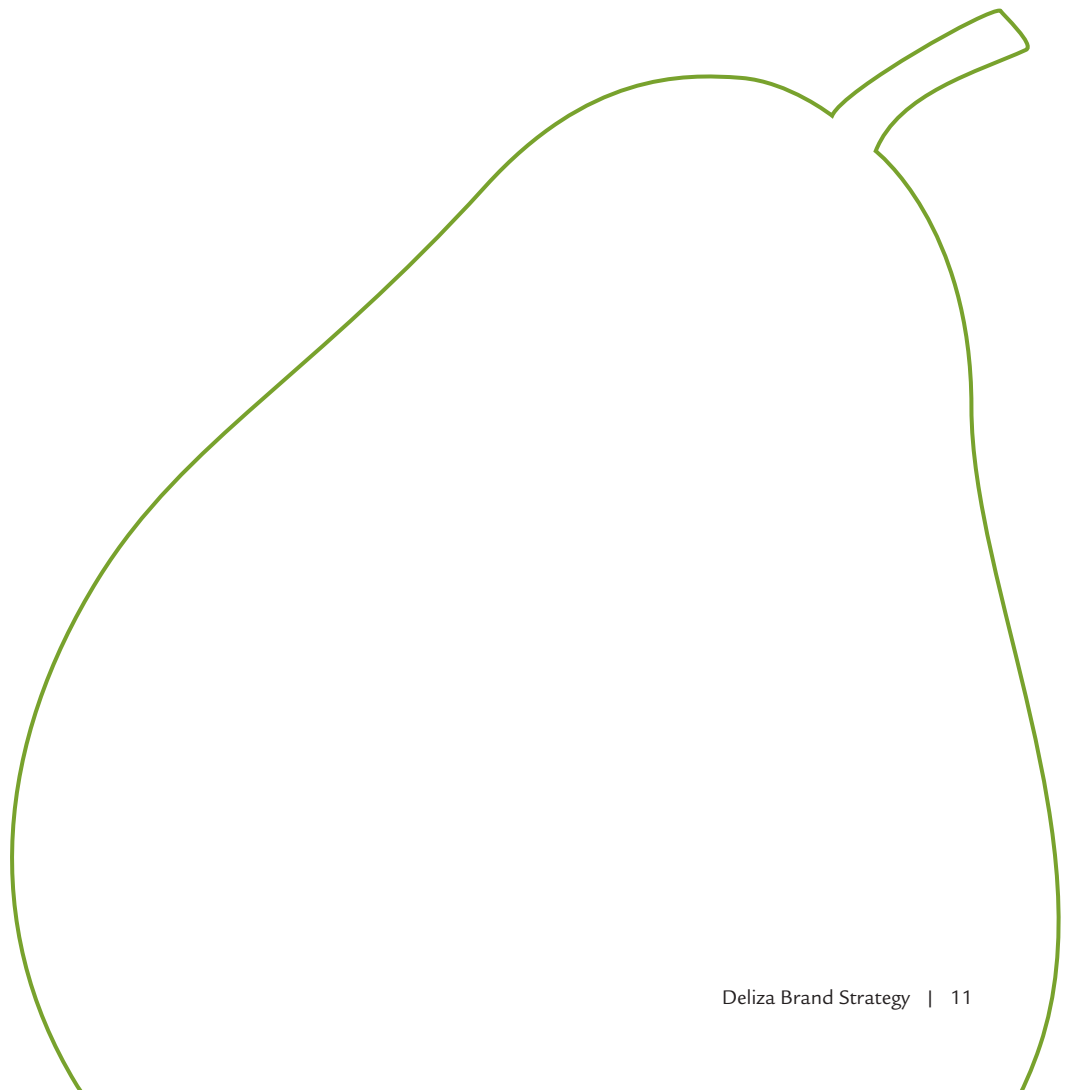
Evidence



What are the reasons to believe the Brand Proposition?

Proof that Deliza is the fresh Australian pear brand that inspires people to enjoy the fruits of a healthier lifestyle.

- Classic pear shape
- First Australian bred pear in more than 100 years
- 10 years of research and development
- Good health in a perfect package:
 - Rich in essential vitamins and minerals
 - Packed with fibre
 - No cholesterol
- The perfect snack
- Affordable



Benefits



Customers buy or engage with emotion and justify their decision to buy or engage with rational response to the Brand offer.

EMOTIONAL BENEFITS

- A better eating experience
- Classic pear shape
- Healthy snack
- Juicy tasty and smooth
- 100% Australian
- Evocative aroma
- Attractive appearance
- Supports Australian farmers

RATIONAL BENEFITS

- Good storage and shelf life
- Smoother texture and aroma
- Attractive green pear with a distinctive red blush
- Rich in essential vitamins and minerals
- Affordable quality
- 20 years of Australian research and development

Values



The beliefs and guiding principles that brings the Brand to life so that Deliza can reach its Business Objectives. It is important that everyone who engages with Deliza understands the values that underpin our philosophy and operations.

THE DELIZA BRAND IS A NEW GENERATION DELICIOUS AND HEALTHY PEAR WHERE CONSUMERS CAN REDISCOVER THE JOY OF EATING FRESH AUSTRALIAN PEARS.

Our four Value Pillars are:

1. Rediscover how good fresh pears really are
2. An Australian pear for a healthy everyday lifestyle
3. Environmentally friendly farming
4. Supporting Australian Farmers

Personality



Human characteristics setting tone and feel. The Brand Personality projects the idea of the Brand as a series of characteristics to help build a feeling about the Brand.

- Healthy
- Active
- Vivacious
- Enjoyable
- Fun Loving

Brand Essence



All characteristics of the Brand emanate from its centre – The Brand Essence. Designed to be the pear's 'Rally Cry' and the idea that 'Drives the Brand', it is the essence of everything Deliza does and everything it stands for.

The Brand Essence, '**Inspires good health**', serves as the catalyst for all branding messages and signals, from the visual identity, to the product presentation, taste, marketing material, public relations, website and right through Deliza to create an optimum customer experience.

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Inspires good health

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THE SLOGAN DESCRIBES IN A FEW WORDS THAT DELIZA IS A GREAT TASTING WHOLESOME FRUIT YOU FEEL GOOD ABOUT CHOOSING BECAUSE IT CONTRIBUTES TO A BRIGHTER FUTURE.

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Naturally healthy pears

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To achieve the right 'Brand Voice' we must use language that is healthy, enjoyable and fun loving. Every day the Deliza branding effort will produce thousands of different messages: from business letters, proposals, brochures, advertising, editorial, website content to emails, so it is vital that the language we use is consistent.

This builds trust. Speaking in the right Brand Voice becomes a key element to engaging the audience and establishing a brand that is different and relevant to the competition.

HEALTHY

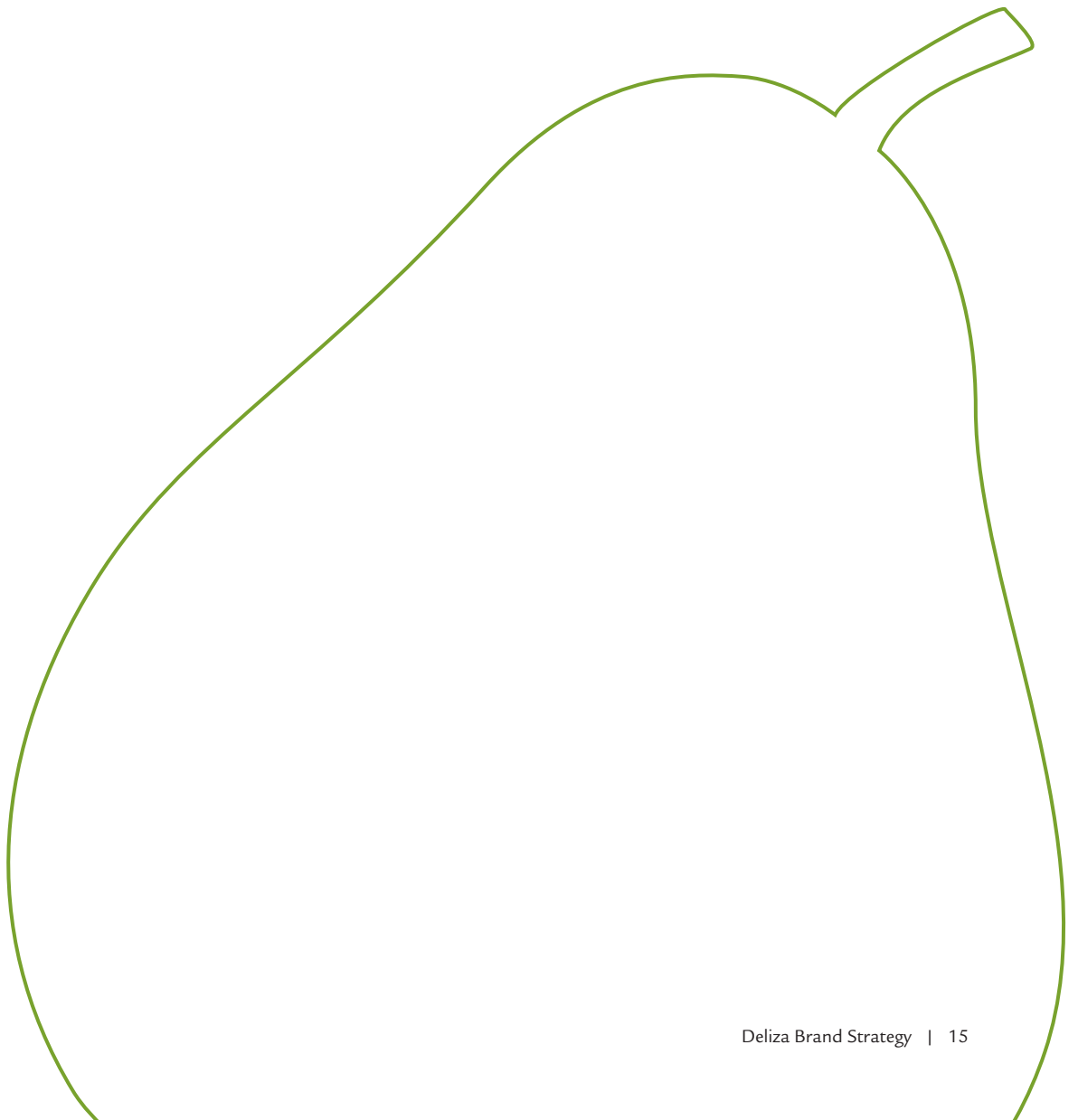
Inspires good health, fresh, great tasting, natural, good for you.

ENJOYABLE

Delicious, optimistic, confident, appealing, approachable, fresh.

FUN LOVING

Vivacious, active, playful, optimistic, loves life.



Implementation of Brand Strategy

Implementation is the most important process of the Brand Strategy. This stage is where the Brand Identity and Brand Strategy come together and express Deliza to its marketplace through high quality branding and marketing material. Synergising this effort with the Business Objectives is how the Deliza Brand can achieve increased market share and become a truly great brand.

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