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G. EDWARD GRIFFIN

RE: REVIEW OF MONSANTO'S TECHNOLOGY STEWARDSHIP AGREEMENT

My opinion of this agreement is limited my knowledge of contract law.

I retired in '96 as the assistant Head Deputy District Attorney, Los Angeles County Environmental Crimes/ OSHA division.

Since retirement, I have spent most of my time in the environmental arena as an advocate for plaintiffs. I believe in a level playing field for all parties.

A simple reading of this agreement is an example of of a contract of adhesion, a type of contract between two parties to do a certain thing, in which one side (Monsanto) has all the bargaining power and uses it to write the contract primarily to their advantage.

This agreement offers to the "Growers" a "take it or leave it" basis without giving the Growers realistic opportunities to negotiate terms that would benefit and protect the growers' interests.

There is nothing unenforceable or even wrong about adhesion contracts. In fact, most businesses would never conclude their volume of transactions if it were necessary to negotiate all terms.

However, this contract appears to be "Unconscionable". It appears so unfair to the Growers that there is no meeting of the minds to the "Stewardship Agreement".

The language: "In no event shall Monsanto or any seller be liable for any incidental, consequential, special or punitive damages" limits and restricts the ability to sue for any damages. There is no "hold harmless" clause contained in the agreement to benefit the growers.

Monsanto's agreement shifts all liability to the growers, including contamination issues or any potential future liability. All the grower receives is the price of the seeds.

Some studies of genetically engineered seeds appear to show a connection to obesity, now considered a homeland security issue.

When proven, juries have often awarded and courts approved punitive damages up to 9 times the amount of general damages.

Anthony Patchett  
Attorney at Law