

## COVER CROP AGREEMENT

THIS AGREEMENT is made this day of \_\_\_\_\_, 2020 by and between No-till on the Plains (NTOP) with a place of business located at PO Box 81, Berryton, KS 66409 and \_\_\_\_\_ ("Farmer") with a mailing address at \_\_\_\_\_.

NTOP and Farmer are collectively referred to herein as "Parties," in singular or plural usage, as required by context.

WHEREAS, Farmer, and NTOP are working together on a sustainable cover crop program (the "Program") with Upfield North America (Upfield);

WHEREAS, as part of the Program, Upfield will be working with NTOP to coordinate and implement the growing of cover crops with farmers;

WHEREAS, Farmer would like to participate in the Program by planting cover crops;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the Parties agree as follows:

**Section 1.** Pursuant to this Agreement, **Farmer** agrees to:

- A. **Plant** up to and be compensated for a total \_\_\_\_\_ acres of cover crop (e.g., cereal rye, wheat, etc.) between October 1, 2020 and September 30, 2021 unless advised by NTOP;
- B. **Receipts:** By no later than December 31, 2020, for fall planted cover crops, confirm the total number of acres of cover crop planted and provide to NTOP all cover crop seed and/or planting receipts or have created an alternative plan with NTOP staff; by no later than September 15, 2021, for spring or summer planted cover crops, confirm the total number of acres of cover crop planted and provide to NTOP all cover crop seed and/or planting receipts or have created an alternative plan with NTOP staff
- C. **Learning Event:** By September 30, 2021, attend at least one educational cover crop event hosted by NTOP such as a field day, annual conference session, farminar (online webinar), shared learning call, or an approved cover crop event hosted by another organization;
- D. **New to cover crops:** receive a consultation from NTOP staff or another cover crop farmer;
- E. **Field Maps:** By October 15, 2021 provide FSA-578 documentation including FSA certified maps to NTOP to certify acres farmed.
- F. **Production Survey:** Complete a survey or phone interview detailing Farmer's 2020/21 production data as needed and creation of a Fieldprint Calculator account. If Farmer already has a Fieldprint Calculator account, Farmer agrees to grant NTOP delegate access.
- G. **Participate** in any future audits conducted by a third party to verify information given to NTOP or Upfield.

**Section 2.** Pursuant to this Agreement, **NTOP** agrees to:

- A. **Connect** Farmer with expert cover crop farmer expertise and mentorship;
- B. **Provide** regular updates to Farmer on available educational opportunities through the NTOP newsletter, website and social media outlets;
- C. **Be available** to answer Farmer's questions regarding cover crop agronomy; and
- D. **Make payment to the Farmer** once evidence has been provided of cover crops purchase, planting and previous land use (FSA-578).

**Section 3.** Provided that Farmer has complied with the obligations set forth in Section 1 A-G, NTOP agrees to:

- A. Pay Farmer by October 31, 2021, the amount of \$10.00 per acre of cover crop that Farmer planted regardless of other public cover crop support but not privately funded cover crop acres. Cover crop acres compensated in this program cannot receive payment from other privately funded sources.

**Section 4. Data Usage.** NTOP agrees not to supply to Upfield the data they receive from Farmer pursuant to this Agreement except in an aggregated form (in other words, Upfield will not be given any data that individually identifies the Farmer).

**Section 5. Methods of Communication.** All notices and other communications permitted or required to be given under this Agreement shall be in writing, delivered and effective as follows to the address specified in this Agreement or at any other address subsequently provided by a notice in compliance with this notice provision: (a) delivered in person, effective upon personal hand delivery, (b) effective on business day after being sent by certified mail, postage pre-paid return receipt requested with written confirmation of receipt, (c) effective one business day after being sent by reliable nationally recognized overnight courier with written confirmation of receipt, (d) on written confirmation of facsimile transmission, or (e) by email or other electronic communication method such as posting on a designated internet portal, effective after the time sent (as recorded on the device from which the sender sent the email) or posted.

**Section 6.** NTOP shall not be liable to Farmer for any consequential, punitive, incidental or special damages.

**Section 7.** This Agreement contains the entire agreement between the Parties regarding the Program. This Agreement may not be amended except in a signed writing executed by Farmer, and NTOP.

**Section 8.** This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart in PDF or original form.

***Signature page follows.***

**AGREED AND ACCEPTED:**

**Farmer**

**No-till on the Plains**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_