

Minnesota Wheat Research and Promotion Council
On-Farm Research Network Producer Agreement

This producer agreement (“Agreement”) is made and entered into this ____ day of _____ (“Effective Date”) by and between _____, (“COLLABORATOR”) and the Minnesota Wheat Research and Promotion Council’s On-Farm Research Network (“MWRPC OFRN”), an organization created under the Commodities Promotion Act.

RECITALS

- A. MWRPC OFRN is engaged in promoting research for the betterment of hard red spring wheat production.
- B. Collaborator is engaged in performing roles crucial to successful field research, which includes among other things planning, communication, tillage, planting, fertilization, pesticide application, harvest, and sharing of data.

IT IS AGREED AS FOLLOWS

- 1. Fees. Upon successful harvest of a research trial a COLLABORATOR will be compensated up to \$1,500 for their efforts according to the following criteria:
 - a. A base rate of \$500 will be paid upon the successful harvest of each trial.
 - b. An additional \$500 will be paid the COLLABORATOR if the treatment materials required to establish the trial will incur large additional costs to the COLLABORATOR.
 - c. An additional \$250 will be paid to the COLLABORATOR to supply a georeferenced treatment application map (“as-applied” map) of the trial field to the MWRPC OFRN.
 - d. An additional \$250 will be paid to the COLLABORATOR to supply a georeferenced yield map of the trial field to the MWRPC OFRN.

A successful trial is identified as trial with at least three replications established, maintained, and harvested in good faith. ‘Acts of god’ or honest mistakes will not be counted against the harvest of three replications, however three replications must have been established and treatments applied. Receipt of payment will be before October 31 of the research year.

- 2. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures, or agents. The relationship between separate COLLABORATORS on a single trial is not dictated by this Agreement.
- 3. Term. This Agreement shall continue with a fixed date of termination of successful harvest and communication of all pertinent background details of a trial, and is subject to cancellation by either party upon 10 (ten) days’ prior written notice mailed to the other party.

April 7, 2017

4. COLLABORATOR Duties and Responsibilities.
 - a. Growing Season. COLLABORATOR hereby acknowledges their roles in a research trial begin with the protocol sheet mailed to all COLLABORATORS. Duties during the growing season include but are not limited to tillage, fertilization, planting, pesticide application, crop scouting, and harvest of the trial.
 - b. Machinery. COLLABORATOR understands that it is their responsibility to coordinate all field operations for the trial, especially application of the specific treatments for each trial. This includes but is not limited to tillage implements, seeders, sprayers, spreaders, and a combine that can be used for harvest of the trial. A grain cart for taking weights of each plot is not required, but can aid in efficiency and timeliness if one is available.
 - c. Communication. COLLABORATOR agrees to keep the MWRPC OFRN staff involved in communications related to the success and proper implementation of a research trial. Available channels for communication are stopping into the office in Red Lake Falls, MN, email, text, or call.
5. Confidentiality and nondisclosure. All information shared between COLLABORATOR and MWRPC OFRN will be kept confidential and as anonymous as possible while still accurately portraying research results. Trial locations will be limited to the name of the city nearest the site and county where the trial was held, unless explicit written disclosure is given by a COLLABORATOR to use more specific identification.
6. Privacy. All research will be subject to the MWRPC OFRN data privacy and use agreement.
7. MWRPC OFRN Duties and Responsibilities.
 - a. Growing Season. MWRPC OFRN hereby acknowledges their roles in a research trial from beginning to end. This includes but is not limited to organizing protocols, soliciting donations of supplies or products, finding COLLABORATORS, coordinating with all stakeholders, being present for treatments, flagging, measuring, data collection, and harvest.
 - b. Machinery. MWRPC OFRN will provide any machinery within their capabilities, but at the least a weigh wagon for accurately measuring yields of experimental blocks.
 - c. Analysis and Reporting. MWRPC OFRN will collect, organize, and analyze all data for individual locations and aggregated across similar experiments. Results will be shared with COLLABORATORS as soon as it becomes available. Reporting will be done in many shapes and forms including reports, magazines, and presentations.
8. Authority of Undersigned. MWRPC OFRN and COLLABORATOR executing this agreement represents and warrants that he/she has full power and authority to ensure fulfillment of this agreement in its entirety.

April 7, 2017

AUTHORIZATION AND ACCEPTANCE
ACCEPTED BY:

Customer Name

Address

By _____
(Printed Name)

Signature _____

Position _____

Date _____

AUTHORIZATION AND ACCEPTANCE
ACCEPTED BY:

MN Wheat Research & Promotion Council

2600 Wheat Dr. Red Lake Falls, MN 56750

By _____
(Printed Name)

Signature _____

Position _____

Date _____