

## AFT COVER CROP AGREEMENT – ADM PROGRAM

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the business of Archer Daniels Midland Company (“ADM”) with a place of business located at 77 West Wacker Drive, Suite 4600, Chicago, Illinois 60601; American Farmland Trust (“AFT”), with a place of business located at 1150 Connecticut Ave NW, Suite 600; Washington, DC 20036; and

\_\_\_\_\_ (“Farmer”) with a mailing address at \_\_\_\_\_.  
ADM, AFT and Farmer are collectively referred to herein as “Parties,” in singular or plural usage, as required by context.

WHEREAS, Farmer, FBN, ADM, and AFT are working together on a sustainable sourcing program (the “Program”);

WHEREAS, as part of the Program, ADM will be working with AFT to coordinate and implement the growing of cover crops ;

WHEREAS, this program offers an intervention mechanism to encourage the adoption of continuation use of cover cropping and the Farmer would like to participate in the Program.

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:** No later than NRCS accepted dates, plant up to a maximum of \_\_\_\_\_ acres of fall cover crop (e.g., cereal rye, wheat, etc.) to be compensated at \$10 per acre;
- B. **Wrap Up Survey** By no later than December 20, 2022, confirm in a wrap up survey the total number of acres of fall cover crop planted. If cover crop acres are planted after December 20, 2022, ADM may extend the deadline to December 31, 2022 upon request by the Farmer;
- C. **Learning event:** By December 20, 2022, attend at least one educational cover crop event hosted by AFT 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:** By December 20, 2022, receive a consultation from AFT staff or other approved consultant, if this is Farmer’s first or second year planting cover crops;
- E. **Field maps:** Report cover crop acreage on FSA-578 and give permission to county FSA offices to release all FSA-578 documentation including FSA certified maps to FBN which will be shared with Program Parties and used to verify acres farmed by the Farmer. In the event that FSA is unable to release the form, Farmer agrees to provide a copy of the form to Program Parties;
- F. **Production survey:** If requested by FBN or ADM, complete a survey or phone interview by December 1, 2022 detailing up to two years of Farmer’s production data. If Farmer already has a Fieldprint Calculator account, Farmer agrees to grant FBN delegate access to its account;
- G. **Intervention:** Cost share has helped support farmer in the adoption or continued use of cover crops.

- H. **Participate** in any future audits and/or soil sampling conducted by a third party to verify information given to all parties involved coordinated by FBN at the cost of ADM.

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

- A. **Connect** Farmer with expert cover crop farmer expertise and mentorship;
- B. **Provide** regular updates to Farmer on available educational opportunities through newsletters and other media;
- C. **Be available** to answer Farmer's questions regarding cover crop agronomy and/or the Sustainable Program;
- D. **Notify ADM** by February 10, 2023, whether the Farmer has fulfilled the obligations set forth in Section 1 A-H (including the total number of cover crop acres that Farmer planted and final payment due to farmer);

AFT will provide A-D at no cost to Farmer enrolling in the Program. Farmers who do not enroll in the Program are also eligible for AFT consultation, mentorship, educational opportunities, learning events, and other technical assistance at no cost to the farmer. The Parties agree that AFT technical assistance is not contingent upon participation in the Program.

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

- A. Pay Farmer by March 31, 2023 the applicable amount set forth in this Agreement. Cover crop acres compensated in this Program cannot receive payment from other **privately** funded sources. In no event shall ADM pay Farmer for more than total cover crop acreage set forth in Section 1A and verified by FBN by remote sensing.

**Section 4. FBN Membership; Data Submission.** Membership in Farmer's Business Network ("**FBN**") is required for participation in the Program which is offered at no cost to producers enrolling in the Program. Farmer shall submit required Program data through Gradable, FBN's carbon scoring and sustainability tech platform. FBN's use of data submitted through the Gradable platform is governed by FBN's Privacy Policy (policy at <https://www.fbn.com/privacy-policy>).

**Section 5. Data** . The Parties intend to share, in certain instances, details of the Farmer's data (including, but not limited to, Farmer's name, farm location, and cover crop acreage, which has been collected as part of this Agreement either (a) in a raw identifiable format or (b) in an aggregated and anonymized format (collectively, "**Farmer Data**") with certain third party program participants who will be measuring, aggregating, verifying, subject to this Agreement (collectively, "Third Parties"). Third Parties would include soil sampling company or a 3<sup>rd</sup> party verification company which will only be used on a small subset of farmers and will be coordinated with farmer. All Farmer Data, including any production data that Farmer submits through the FBN platform, belongs to Farmer. Farmer hereby grants to ADM a nonexclusive, unrestricted, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license to access, store, use, modify, create derivative works from, and otherwise utilize Farmer Data for all purposes. Farmer further agrees that any data Farmer previously provided to ADM may be transferred by ADM to FBN platform. Individual farmer information will not be shared outside of

the participants outlined in contract. Final reporting will only be shared in aggregated form that does not list individual farms.

**Section 6** . In the event that Farmer receives other compensation for the cover crop acres related to carbon reduction, including but not limited to any other privately funded sources, ADM reserves the right to terminate this Agreement with thirty (30) days' notice.

**Section 7 . 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 8** . Neither ADM, FBN, nor AFT shall be liable to Farmer for any consequential, punitive, incidental or special damages.

**Section 9** . 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, ADM, and AFT.

**Section 10** . 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.

**Section 11** . Farmer agrees to enter into a contract for established number of years (1, 2, 3, 4). \_\_\_\_\_

***Remainder of page intentionally left blank. Signature page follows.***

**AGREED AND ACCEPTED:**

**Farmer**

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

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

**American Farmland Trust**

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

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

**Archer Daniels Midland Co.**

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

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