



# CLIMATE SMART WHEAT

## A PARTNERSHIP

### Early Adopter Climate Smart Wheat Pilot Program Contract

This Pilot Program Contract to market Climate Smart Wheat (hereafter the “Contract”) is entered by and among Grassland Oregon Inc. (hereafter “GO Seed”), Northwest Grain Growers (hereafter NWGG) and \_\_\_\_\_, hereafter (“the farmer”). GO Seed is a recipient of the USDA NRCS Partnership for Climate Smart Commodities grant, “Cover Crop Seed Production Grown with Climate Smart Wheat,” that was fully executed on August 9, 2023 (“Grant”). This is an annual agreement with an option to renew annually until August 8, 2028. At which time the grant will expire, and marketing climate smart wheat will be solely within the purview of the farmer and Northwest Grain Growers. GO Seed enters into this Agreement with the farmer to carry out its obligations to the USDA under the Grant. The farmer agrees that all information provided is true and correct for the purpose of marketing Climate Smart Wheat with NWGG and acknowledges that GO Seed is relying on such information in deciding whether to extend this contract to the farmer in subsequent years. The farmer shall comply with all applicable federal, state, and local laws relating to the Grant and the specific terms and obligations specified below.

- I) **SCOPE.** The scope of work to be delivered by the farmer is as follows.
- I. To provide FSA numbers, field boundaries, and management history for all acres planned to be marketed as Climate Smart to the team at GO Seed.
  - II. To aid in the completion of the Climate Smart Reporting Paperwork prior to marketing wheat as Climate Smart.
  - III. To provide FSA numbers for all Climate Smart loads at delivery to the elevator.
  - IV. To allow sampling on their farm and only market Climate Smart Wheat from fields that meet the minimum qualifications for increased soil carbon storage.
  - V. To maintain the climate smart practices listed below for the length of the contract.

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- a. Failure to perform all components of the scope constitutes breach of this contract.



**II) DATA SECURITY.** GO Seed, NWGG, and the farmer will act in accordance with all details in [Section 1619 of the Food, Conservation, and Energy Act of 2008](#). This regulation prohibits GO Seed and NWGG from disclosing information protected by Section 1619 to any individual or organization that is not directly covered by the Grant. When GO Seed, NWGG, or the farmer are unsure whether particular information is covered or protected by Section 1619, GO Seed must consult with Farm Production and Conservation (“FPAC”) to determine whether the information must be withheld. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

**III)**

- I. State identification and county number (where reported and where located).
- II. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- III. Farm, tract, field, and contract numbers.
- IV. Production shares and share of acres for each Farm Serial Number (“FSN”) field.
- V. Acreage information, including crop codes.
- VI. All attributes for Common Land Units (“CLUs”) in USDA's Geospatial Information System
- VII. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- VIII. Location of conservation practices.

The farmer has been provided section 1619 (Appendix A). The farmer must consult with GO Seed prior to providing protected information to an entity or individual outside of GO Seed. The farmer agrees and acknowledges that the provisions in Section 1619 are continuing obligations. Even when GO Seed is no longer a recipient of the Grant, or when individuals currently affiliated with the farm, NWGG, and GO Seed become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions. See Appendix A.

**IV)**

**PRIVACY.** GO Seed’s and NWGG’s personnel will follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. Section 552a](#), and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. GO Seed’s, NWGG’s, and the farm’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section [1244 of Title II of the Farm Security and Rural Investment Act of 2002 \(Public Law 107-171\)](#).

**V)**

**YOUR DATA.** Data collected or sample analysis from your farm will be provided to you and only you. This will include, but is not limited to, total soil carbon stock, water



infiltration rate, greenhouse gas emission estimations from the COMET-Farm model, and the relative progress you have made in your carbon storage potential compared to the bookend sampling averages for your soil texture and climate.

**VI) PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.**

The farmer may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- I. The farmer must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- II. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - a. If the FPAC determines that the farmer is not in compliance with this award provision, FPAC will prohibit the farmer's use of marketing Climate Smart Wheat under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law.

**VII) ELIGIBILITY.** To be eligible to market Climate Smart Wheat; the farmer must work with the GO Seed team to complete the management history forms, maintain spreadsheet templates provided by GO Seed, allow for greenhouse gas change calculations, allow access to land for soil sampling, establish farm records with the Farm Service Agency ("FSA") and provide FSA numbers (farm, tract, field numbers, core customer I.D.), provide an AD 2047 (Customer Data Worksheet to facilitate the collection of customer data for Business Partner Record), comply with AD 1026 to certify highly erodible land conservation ("HEL") and wetland conservation ("WC") compliance, and certify that they are not a foreign person or entity. Notwithstanding the preceding sentence, the contract and all planned marketing in this contract are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions herein.

**VIII) DOUBLE FUNDING.** Each acre of land receiving free soil sampling and marketing as Climate Smart will not be eligible for any other federal funding for the same practice in same year. If the farmer pays for the cost of sampling and meets all other obligations listed herein, they can market as climate smart and receive federal funding through EQIP or other federal funding sources.



**TERMINATION.** This Agreement and/or the Grant given to GO Seed may be terminated in whole or in part in accordance with the provisions set forth in [2 CFR § 200.340](#) and in this Agreement, including the Grant. Following termination or expiration of this Agreement and/or the Grant, the farmer will provide all required information and report under the Grant to GO Seed as soon as possible but no later than 60 calendar days after termination or expiration. GO Seed reserves the right to recapture payments under this Agreement from THE FARMER based on misrepresentation, breach, non-compliance, unallowable costs, or fraud.

Grassland Oregon, INC.      Northwest Grain Growers      Farm: \_\_\_\_\_

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

Its: \_\_\_\_\_

On: \_\_\_\_\_