



Producer Memorandum of Understanding

The New York Farm Viability Institute, Inc. (NYFVI) works with individual agricultural producers and groups of producers to develop production and business management innovations and spread their use throughout the industry. NYFVI seeks to measure the impact of its projects at the farm level, asking the question: “Did the project or program we supported contribute to the success of the agricultural enterprises involved through increased profitability or other measures of enterprise viability.” If the answer to that question is “yes”, the Institute wants to make sure that other New York producers can benefit from the project as well.

These operating principles require commitments on both sides: on the part of those delivering services and technical support to producers under the auspices of a NYFVI project, the commitment is to provide useful advice and guidance. On the part of the producers who have joined an Institute project the commitment is to share information on the results achieved with NYFVI support. This agreement is intended to clarify and confirm both the Institute’s and the producers’ expectations concerning the producer/NYFVI working relationship. Please carefully consider the responsibilities associated with that working relationship before signing this agreement as a NYFVI participant.

Responsibilities: I understand that educators, researchers and consultants working on NYFVI projects are responsible for helping me identify and evaluate alternatives that may be available to enhance and strengthen my business or individual enterprises within my business. This assistance is intended to be used for guidance purposes only. In the area of business management, staff working on NYFVI projects will offer their best judgment and skills, but they do not provide legal advice. I will seek advice and counsel of an attorney and other qualified professionals for important legal, financial and production decisions.

I understand that I am solely responsible for decisions and actions taken, and I will accept full responsibility for those decisions.

I also understand that NYFVI cannot guarantee any results with respect to the decisions and the actions I take, nor can the Institute or those working on its behalf assume liability for the outcomes of my decisions and actions.

I understand that I will need to provide timely information to those working on the NYFVI project in which I have agreed to participate as the project proceeds with my business. This will permit them to evaluate the impact of the project on my business and make required reports to NYFVI and other project supporters.

I further agree to provide information bearing on the impact of the work conducted under the project for a reasonable period (not to exceed three years) after the project has been completed, since results of the adoption of a new technology or business approach may not be apparent within the period of project activities.

When innovative production processes are involved in the project, I agree to permit visitors to my premises both during and after the period of the project as a means of promoting the adoption of successful innovations elsewhere in the industry. However, the timing of such visits will be entirely at my discretion, and I may require that visitors be accompanied by project or NYFVI staff, as well as myself or someone I designate to accompany such visitors. It is understood that all visitors must comply with my plant and animal biosecurity protocols.

Confidentiality: Data that I supply in the course of the project or projects I undertake with NYFVI may be used in aggregate form for monitoring and evaluation purposes, but will not be linked to me by name or through the name of my business in any way without my written consent. All information of a business nature shared in the course of an NYFVI-supported project or subsequent to the completion of the project will be held in confidence unless NYFVI has received specific written permission from me for its release. However, I understand that if public funds are being utilized to support the project in which I am participating, freedom of information rules may require the release of information. Business plans developed in connection with NYFVI projects will be treated in all cases as confidential, and not shared with third parties to the extent possible within the limitations that may apply to the source of funds supporting the project.

I understand that I may withdraw consent and discontinue involvement with a NYFVI project or program at any point, upon informing the NYFVI project leader of that decision. In the case of my withdrawal, I understand that information I have provided prior to withdrawal is the property of the institute and that its confidentiality will be maintained as described above

NYFVI Project Number: _____

NYFVI Project Participant:

NYFVI Project Representative:

Name

Name

Business Name

Signature

Street address

Date

City

Zip Code

Township

County

Telephone

E-mail address

Signature

Date

April 26, 2006

Fill out and mail to: Jennifer Conte
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50 West High Street
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