



Kentucky Department of Agriculture 2017 Industrial Hemp Research Pilot Program

Participant Agreement Form

Participant Name (as listed on MOU): _____ MOU #: _____

Signing Authority Name (if different from Participant): _____

In addition to signing a Memorandum of Understanding (MOU) with the Kentucky Department of Agriculture (KDA), to be a Participant in the KDA Industrial Hemp Research Pilot Program, you must initial each statement below as affirmation that you understand and will abide by all requirements. KDA must counter sign this agreement to make it effective.

- 1) _____ I attest that I am not employed by KDA.
- 2) _____ I attest that I do not have a family* member who is currently employed with KDA other than the person(s) named below.

| Name | Title | Office | Family* Relationship |
|------|-------|--------|----------------------|
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* "Family" includes: spouse, children, parents, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

- 3) _____ I agree that email will be the primary means of communication for the Industrial Hemp Research Pilot Program, and that if I have email I will ensure KDA always has a valid email address to contact me. I understand that not having an email address or not regularly checking my email of record with KDA will be a severe disadvantage in the program.

I may request postal mail contact at this time by checking here: _____ I prefer postal mail. By selecting this option, my email address(es) will be deleted from the KDA database, and all future correspondence will occur by mail or phone, and program communication will suffer a delay.

- 4) _____ 7 U.S.C. § 5940, defines industrial hemp as "the plant Cannabis sativa L. and any part of such plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis". I agree that all seed, plants, or other propagules used by Participant must be documented to produce plants that conform to this threshold or have a documented basis for believing that the produced plants will conform to this threshold.

- 5) _____ I agree that a *Seed/Propagule Acquisition Request* must be submitted and include third-party laboratory documentation showing that the seed/propagule variety has a delta-9 THC content of 0.3 percent or less on a dry weight basis to the KDA before approval for the growth or reproduction of the cultivar/variety will be granted in this program. I understand that KDA may prohibit any seeds/propagules for any reason.



- 6) _____ I will not save, breed, reproduce, clone, or otherwise preserve for replication any line of plants for which I do not have a license or documented permission from the owner. Permission for replication must be submitted to the Kentucky Department of Agriculture prior to seed or propagule acquisition.
- 7) _____ I understand that the KDA will collect samples for the purpose of THC testing on all industrial hemp plots grown by MOU holders. The cost of initial THC testing is included in the Participant Fee. If subsequent testing is required, I understand that I am responsible for paying the Post-Harvest Retest fee, \$150 per instance, and due 30-days following invoice by KDA.
- 8) _____ I acknowledge that no pesticides (e.g., herbicides, insecticides, fungicides, miticides, etc.) are currently labeled for use in the production of industrial hemp and agree that no pesticides may be legally used on industrial hemp. Use of pesticides on industrial hemp is currently prohibited by federal law.
- 9) _____ I acknowledge that my industrial hemp material (seed, live plants, harvested material, and/or processed material) is subject to pesticide sampling and testing by KDA. The first test will be paid for by KDA. If subsequent testing is required, I understand that I am responsible for paying the Pesticide Residue Quantification Test fee, \$150 per instance, and due 30-days following invoice by KDA.
- 10) _____ I agree to provide KDA, upon request, any contractual agreements related to the planting, replication, harvest, storage, transfer, transport, processing, and/or sales of industrial hemp.
- 11) _____ I will not speak or advertise in any fashion that would suggest industrial hemp, its derivatives, or any product made from those derivatives contains psychoactive ingredients.
- 12) _____ I will not speak or advertise in any fashion that would indicate that industrial hemp, its derivatives, or any product made from those derivatives is proven to be medically beneficial. I agree that I must remain in compliance with applicable state and federal regulations and the federal Food, Drug, and Cosmetic Act as they pertain to label claims describing the possible medicinal benefits of industrial hemp.

Program Fees

There are multiple Program Fees required to be paid by participants in KDA's 2017 Industrial Hemp Research Pilot Program.

- 13) _____ I agree that I am responsible for all applicable fees as outlined in the *KDA Industrial Hemp Research Pilot Program 2017 Fee Schedule*.
- 14) _____ I agree that any change to or addition of GPS coordinates for processing or growing locations at an address on the MOU, or for the addition of a new address (i.e., address not already on MOU) requires notification to and approval from KDA prior to the growth or processing of industrial hemp at the location. I agree to pay the Site Modification Surcharge if any new GPS coordinates or address is approved by KDA.
- 15) _____ I agree to pay for all Post-Harvest Retest, Product THC Test, or Pesticide Residue Quantification Test fees within 30-days of invoice from KDA.

Reporting Requirements

As a participant, there are several reporting requirements which you must complete. The quality, thoroughness, and accuracy of your reports will be used in evaluating your applications to participate in future program years. KDA recommends that all reporting be completed by the MOU holder, and not by another person or entity. This data collection is essential to the success of this research program.



- 16) _____ I will immediately notify KDA of any interactions with law enforcement regarding my industrial hemp research and will submit a written narrative describing the incident within three (3) days of occurrence (electronic submissions are acceptable). Immediate notifications should be made to 502-782-4113, followed by a written narrative to Hemp@ky.gov.
- 17) _____ Participants buying imported seeds from an international source must complete and submit the *International Seed Acquisition Request Form*.
- 18) _____ Participants buying seed or propagules from another state hemp research pilot program within the United States must complete and submit the *Domestic Seed and Propagule Acquisition Request Form* at least three (3) weeks prior to the proposed purchase.
- 19) _____ I agree to complete and submit to KDA a *Field Planting Report* form for each approved outdoor growing location on my MOU. I agree to submit this form within ten (10) days of planting. I agree that if I will not be planting in any field for the growing season, I will notify KDA by submitting a "No Plant" report on this form by July 31, 2017.
- 20) _____ I agree to complete and submit to KDA an *Indoor Planting Report* form for each approved indoor growing location on my MOU. I agree to submit this form whether or not I have any live plants at the location by the last day of each quarter: March 31, June 30, September 30, and December 31.
- 21) _____ I agree to complete and submit to KDA the *Harvest/Destruction Notification* form at least fifteen (15) days prior to each harvest or destruction of the hemp crop.
- 22) _____ I agree to complete and submit to KDA a *Production Report* form no later than December 1 of each production year.
- 23) _____ I shall complete and submit to any additional reporting that may be required by KDA Hemp Staff.

By signing below, I acknowledge I have read, understand, and will abide by each of the items in this *Participant Agreement* form in addition to those terms outlined in my MOU with KDA.

Participant Signature

Date

Participant Printed Name

Title*

*In the event the Participant is not an individual, the person signing on behalf of the Participant must have legal signing authority for the Participant and state the capacity in which the person is signing.

Keith Rogers, Chief of Staff
Kentucky Department of Agriculture

Date

