

Draft MEMORANDUM OF UNDERSTANDING

This is an agreement between Cape Ann Gardens, LLC and **PERSON of [business name]**.

Gross revenue from all sales of seeds is ***split equally*** between **[xxxx]** and Cape Ann Gardens.

[xxx] provides the expertise, labor, and materials associated with producing, drying, and cleaning seed for:

1. ...
2. ...
3. ...
4. ...

for the NORTHEAST PARTICIPATORY SEED CATALOG 2025 Seed Collection, which will ideally be released by late January/early February 2025. (As of January 2nd, on schedule for beginning to release seeds on February 1st, 2025)

Cape Ann Gardens provides the labor, materials, and financial resources associated with bringing seeds to consumers including, but not limited to, germination testing; marketing; packaging, sales, and appropriate storage through August 2026.

We work together to describe the crop, share the story of this partnership between **[xxx]** and Cape Ann Gardens, and the mission behind saving seed and decentralizing its distribution.

More concretely, Cape Ann Gardens, LLC will:

- Set up and maintain an active sales platform and distribution channel for seeds.
- Maintain appropriate licensure and product liability insurance for a seed vendor operating in Massachusetts and for everywhere that the seed collections are sold/sent.
- Conduct basic relevant market research and share these insights with **[xxx]**
- Compile and edit a grower bio that accurately represents **[xxx]**
- Compile and edit crop info for seed packets based on information collected from **[xxx]**
- Assure proper seed storage through August 2027.
- Cover the costs of germination testing by a certified lab if required by law for the specific seed crop.
- Cover labor and costs associated with marketing, sales, and distribution.
- Oversee and implement package design, etc so seed packets meet regulations for sale in Massachusetts.
- Protect the personal and financial information of **[xxx]**.
- Honor this original agreement between our organizations and foster a supportive relationship by **not** incentivizing growers to compete against one another in the catalogue **[xxx]**

- Remit electronic payments no less frequently than every 31 days to represent 50% of gross sales revenue from seed provided by [xxx]
- If Cape Ann Gardens, LLC (and DBA Blue Sky Farm) doesn't sell the year's seed stock and grows out plants for sale as seedlings, full grown plants, and/or yields, then [xxx] will get 10% of revenue from these sales.

[xxx] will:

- Provide a minimum amount of seeds to fill *at least*: 100 packets worth \$5/ea retail, supply germination testing, and any excess lost to handling.
- Provide basic identifying and growing info (to be included on seed packets)
- Provide any records to attest to the quality of the seeds (photos, cleaning and drying info, storage details)
- Provide a copy of their organic certificate if applicable listing any seed they wish to be sold as organic. Any other documentation included with seed to be sold as organic must identify the seed as organic
- Provide a written statement attesting to the seed's origin and [xxx]'s ability to sell the seed.
- Share any provisions and limitations regarding the sale, use, and future saving of this seed ***before*** the seed goes to market.
- Clean and dry seed sufficiently to pass requisite germination testing.
- Provide appropriate financial and tax documents to receive electronic payments once the seed goes to market.