

Kernza® Identity Preserved Program Guidelines
Revised 2025

1. PURPOSE

The Kernza® Identity Preserved Program (the "Program") is under the direction of The Land Institute. All Kernza® trademark licensees and sublicensees (each individually a "Licensee" and collectively "Licensees") must adhere to these guidelines. The License Agreement or Sublicense Agreement as applicable and the Identity Preserved Program work in conjunction with one another and both are required to be adhered to by all Licensees of grain that can be sold as Kernza®. The primary purpose of this program is to provide requirements for the production and handling of intermediate wheatgrass (*Thinopyrum intermedium*) grain that can be sold under the Kernza® brand. Growers producing grain in compliance with these Guidelines (the "Guidelines") will be eligible to sell Kernza® branded grain. The Land Institute also allows its Kernza® trademark to be used by any producer of products made from Kernza® branded grain, provided that they purchase raw material from a licensed Kernza® grower who adhered to the Program Guidelines in the production of Kernza® grain, and comply with The Land Institute's Trademark Usage Guidelines. Retailers or manufacturers that purchase more than \$25,000 per year of Kernza® brand grain or ingredients derived from Kernza® must obtain a license from The Land Institute, purchase raw material from a licensed Kernza® grower who adhered to the Program and Guidelines in the production of Kernza® grain, and comply with The Land Institute's Trademark Usage Guidelines.

2. SCOPE

These Guidelines establish requirements pertaining to the production of Kernza® grain and seed. Currently, Kernza® seed may be held back by growers for additional plantings without the express written permission of The Land Institute, as long as seed is not sold to another grower or individual. The Identity Preserve Program applies to the phase of production from the planting of seed supplied by seed sources approved by The Land Institute, or other approved seed source as specified in Section 5.2, through to supplying conditioned whole grain, or food ingredients derived from Kernza® grain to food manufacturers.

2.1 Subcontractors: All subcontractors to Licensees must comply with these guidelines. It is the responsibility of the Licensee to ensure the proper submission of documentation and maintenance of Records.

3. RESPONSIBILITIES

3.1 Kernza® Licensee shall:

- 3.1.1. Enter into a Trademark License Agreement with The Land Institute or a Sublicense Agreement with a licensed distributor in order to be entitled to produce and market Kernza® branded grain.
- 3.1.2. Comply with all federal, state and other governmental laws, regulations, rules and requirements regarding the production, sales, marketing and distribution of agricultural and/or food products as applicable.
- 3.1.3. Attend specified training sessions as required to participate in this Program.
- 3.1.4. Enroll grain production and acres in the Program by completing annual Identity Preserve surveys.
- 3.1.5. Submit information required for participation in the Program.
- 3.1.6. Provide completed Identity Preserve surveys each year after harvest.
- 3.1.7. Provide completed Identity Preserve surveys regarding grain quality by December 31st of each year.
- 3.1.8. Submit samples of grain harvest to Northern Plains Grain Inspection or other approved laboratory for toxin, moisture, and purity testing in accordance with grain quality standards as specified in Section 11 of the Identity Preserve Program.
- 3.1.9. Test results shall be submitted to The Land Institute (or its agent) and evaluated for conformance to quality standards by December 31st of each year.
- 3.1.10. Ensure that Program requirements are followed by contract growers, conditioners and other parties performing tasks related to Kernza® production.
- 3.1.11. Use the Kernza® brand properly to identify only product that has been determined to have met Program requirements and in compliance with the Trademark Usage Guidelines.

- 3.1.12. Permit access for inspection by the Land Institute or its agent to production sites(s), subcontractor sites, storage sites, processing facilities and records by appointment.
 - 3.1.13. Submit samples of seed for testing in accordance with seed standards as specified in Section 10 of the Identity Preserve Program.
 - 3.1.14. Conform to all Program requirements, including these Guidelines.
- 3.2 The Land Institute (or its agent) shall (subject to payment by grower of any applicable fees):
- 3.2.1. Approve Grower's Application prior to first year's planting.
 - 3.2.2. Provide Trademark licensing or sublicensing agreements to approved growers.
 - 3.2.3. Provide licensed growers with Identity Preserve surveys each year prior to December 31st for agronomic and grain quality data collection.
 - 3.2.4. Respond to questions regarding the Identity Preserve Program within 60 days of submission.
 - 3.2.5. Determine product conformity to standards based on submitted results. The Land Institute will notify the licensee of the determination of conformity.
 - 3.2.6. Monitor use of the KERNZA® mark and branding elements for conformity.
 - 3.2.7. Monitor the Program to validate the effectiveness of the system in achieving the Program objectives.
 - 3.2.8. Maintain a list of approved seed strains (varieties, populations, sources, or seed lots) in accordance with Section 5.2.
 - 3.2.9. Maintain a list of approved seed suppliers at Kernza.org.
 - 3.2.10. Maintain a list of approved seed conditioning facilities at Kernza.org
 - 3.2.11. Maintain a list of Kernza® retailers and manufacturers operating with, or sublicensed to licensed Kernza® distributors.
 - 3.2.12. Maintain a list of recommended grain and seed testing labs.
 - 3.2.13. Facilitate interaction between growers, aggregators and buyers of Kernza® Grain.
 - 3.2.14. Provide access to most recent research results.
 - 3.2.15. Help develop markets for Kernza® seed and grain.

4. APPLICATION FOR PRODUCTION

- 4.1 Producer shall apply to The Land Institute (or its agent) on the Grower Application Form supplied by The Land Institute to become a licensed Kernza® Grower.
- 4.2 Producer shall submit an application with all required documentation.
- 4.3 Applications shall include:
 - 4.3.1. Provide latitude and longitude of desired field location
 - 4.3.2. Identity variety and quantity to be planted
 - 4.3.3. Field identifier (name or number) should be unique to each field
 - 4.3.4. Planned Planted acreage
 - 4.3.5. Producer's agreement to:
 - (i) Adhere to program requirements.
 - (ii) Permit access to The Land Institute (or its agent) for performing required inspections and examining required records.

5. FIELD STANDARDS

- 5.1 Land requirements – producer shall prepare fields by destroying all weedy growth and vegetation from a previous crop.
- 5.2 Seed requirements
 - 5.2.1. Seed shall be from a genetic strain approved by The Land Institute.
 - 5.2.2. Kernza® producer shall obtain seed from a seed source approved by The Land Institute.
 - 5.2.3.
- 5.3 Planting equipment shall be cleaned thoroughly prior to seeding the enrolled field.
- 5.4 Kernza® production fields shall:

- 5.4.1. Be separated from adjacent fields by a minimum of 5 feet.
- 5.4.2. Not contain undesirable species in excess of amounts allowed in Section 10.4.
- 5.5. When The Land Institute withdraws approval from a previously approved seed source, harvests will be permitted from fields planted from these seed sources for up to three years following the date of withdrawal of approval.

6. FIELD INSPECTION

- 6.1. Fields used in seed production may be inspected by The Land Institute (or its agent) either in person by appointment or via submitted photograph.
 - 6.1.1. In person field inspections may include data collection for research purposes.

7. HARVESTING, STORAGE AND HANDLING REQUIREMENTS

- 7.1. Producers and handlers of Kernza® seed, grain or other products are responsible for thoroughly cleaning all equipment used for harvesting, conveying, storing, handling, and conditioning before handling.
- 7.2. Stored product must be identified at all times.
 - 7.2.1. A bin or lot number must identify all bins.
 - 7.2.2. The contents of bins must be identified with an attached bin label and associated bin record.
 - 7.2.3. Containers must be labeled with a stenciled lot number or a tag securely fastened to the bag.
 - 7.2.4. Lot or bin numbers should include identifiers for the farm.
- 7.3. Grain and seed must be stored at 13% moisture or less.

8. GRAIN CLEANING AND PROCESSING REQUIREMENTS

- 8.1. Grain cleaning and processing facilities shall be approved by The Land Institute (or its agent) prior to handling Kernza® seed, grain or other product.
- 8.2. Facilities must preserve the identity of the product at all times.
- 8.3. Approval of grain cleaning and processing facilities shall be on a rolling basis via renewed trademark license agreement with the organization owning the facility.
- 8.4. Facilities handling Kernza® destined for sale as a food product shall submit evidence to The Land Institute of inspection for food safety standard compliance.

9. SAMPLING AND TESTING

- 9.1. Grower shall draw and retain a sample from each field harvested by following collection best practices. Achieving conformity to the IPP standards depends heavily on following proper sampling protocols. All samples must be stored in airtight containers, in cool, dry conditions at 13% moisture or less.
 - 9.1.1. Sampling Best Practices For Growers, includes but is not limited to:
 - Avoid taking a sample from the edges of a truck or combine hopper as chaff may be higher along edges.
 - Take multiple small samples and combine them.
 - When sampling off a dumping truck, avoid sampling immediately upon opening the gate or near the end of the load as more chaff and foreign material may be present.
 - The moisture of grain sitting on the top of a bin may be different than the rest of the bin.
 - 9.1.2. Sampling Best Practices For Grain Handlers includes but is not limited to:
 - Use a grain probe to obtain a representative sample from the load, bin, or other source.
 - Collect at least 2000 grams of Kernza® from source for testing.
 - Mix sample thoroughly to ensure dockage and moisture are consistent throughout the sample.
 - Use a divider to reduce the representative sample size to around 500 grams.
 - 9.1.3. Sampling Best Practices For Seed Suppliers includes but is not limited to:

- A representative sample of each conditioned lot shall be drawn by an authorized sampler according to designated sampling procedures
- The sample shall be submitted to a designated laboratory for testing along with information necessary to complete certification.

9.2 The Land Institute shall determine the tests to be performed.

9.2.1. Current tests on Kernza® grain destined to be food should be in accordance with grain quality standards in Section 11

9.2.2. Current tests on Kernza® seed destined to be seed should be in accordance with Seed Standards in Section 10

9.3 Test results shall be submitted to The Land Institute (or its agent) and evaluated for conformance to quality standards.

9.4 The Land Institute will notify the licensee of the determination of conformity with IPP standards.

10. SEED STANDARDS

10.1 The Land Institute (or its agent) shall designate sources approved to be used for seed.

10.2 Lots to be used for seed must comply with all applicable seed law requirements.

10.3 Seed should be produced in accordance with specific standards to ensure quality grain production:

10.3.1. Isolation

- (i) Seed production fields shall be separated from other intermediate wheatgrass by a minimum distance of 165 feet.
- (ii) Seed production fields shall be separated from inseparable other crops by a distance adequate to prevent mechanical mixture.

10.3.2. Seed Quality Standards

- (i) Pure seed (minimum) – 90%
- (ii) Total Weed Seeds (maximum) – .5%
- (iii) Restricted Weed Seeds (maximum) - 90 seeds/lb of grain.
- (iv) Other Crop Seeds (maximum) – .5%
- (v) Inert matter (maximum) – 10%
- (vi) Germination (minimum) – 80%

10.3.3. Licensees may hold back seed for their own replanting, but may NOT sell or share seed with individuals or licensees.

11. GRAIN QUALITY STANDARDS

11.1 Some varieties are expected to be genetically free-threshing, producing naked seed. Others are expected to largely remain in-hull. Non-free-threshing types will require dehulling for most purposes. Different quality standards may be established for "in-hull" and "naked" grains.

11.2 Kernza® seed and/or grain shall not exceed 13% moisture.

The following standards apply to clean dehulled grain:

11.3 Kernza® grain shall not exceed 2ppm DON

11.4 Kernza® grain shall not exceed 20ppb Alfatoxin

11.5 Cleaned Kernza® grain shall not contain more than 3% foreign material

11.6 Kernza grain shall not contain any insects

11.7 The following special grades shall be prohibited:

11.7.1. *Ergoty Kernza*®. Kernza® seed and/or grain that contains more than 0.1 percent of ergot by weight

- 11.7.2. *Garlicky Kernza*®. Kernza® seed and/or grain that contains in a 1,000-gram portion more than two green garlic bulblets or an equivalent quantity or dry or partly dry bulblets.
- 11.7.3. *Light Kernza*®. Kernza® seed and/or grain that has an unmistakable odor of smut, or which contains, in a 250-gram portion, smut balls, portions of smut balls, or spores of smut in excess of a quantity equal to 5 smut balls, but not in excess of a quantity equal to 30 smut balls of average size.
- 11.7.4. *Smutty Kernza*®. Kernza® seed and/or grain that contains, in a 250-gram portion, smut balls, portions of smut balls, or spores of smut in excess of a quantity equal to 30 smut balls of average size.
- 11.7.5. *Treated Kernza*®. Kernza® seed and/or grain that has been scoured, limed, washed, sulfured, or treated in such a manner that the true quality is not reflected by either the numerical grades or the U.S. Sample grade designation alone.

12. RECORD REQUIREMENTS

- 12.1 Producer shall retain records for three years following final sale from an enrolled field.
- 12.2 Records of all operations relating to the program shall be complete and adequate to account for all incoming product and final disposition of product and shared with The Land Institute
- 12.3 Producer shall submit all records requested by The Land Institute through its online platform, including management practices, locations of acreages, harvest and post harvest techniques, and buyer contact information.
- 12.4 Distributors, Suppliers, Makers, Handlers shall submit to The Land Institute (or its agent) all records pertaining to the Kernza® product or ensure that their contracted producers do so.
- 12.5 Required records:
 - 12.5.1. GPS coordinates describing field locations.
 - 12.5.2. Invoice and tags from seed planted.
 - 12.5.3. Planting records.
 - 12.5.4. Management practices and requirements
 - 12.5.5. Harvest records including dates, amounts and any destroyed product.
 - 12.5.6. Storage records including assigned bin numbers
 - 12.5.7. Grain quality test results
 - 12.5.8. Purchaser information
 - 12.5.9. Records of product movement
 - 12.5.10. Sales records (price and pounds sold).
 - 12.5.11. Current inventory of eligible product.
 - 12.5.12. Seed Quality Assurance program records – (applications, inspection reports, etc.)

13. MARK OF CONFORMITY

- 13.1 Product meeting Program requirements may be labeled as Kernza® brand grain.
- 13.2 Notice of Conformity shall accompany all sales and transfers of eligible product and shall be provided to all buyers at the time of delivery.
- 13.3 Product shipped without Notice of Conformity shall not have met Program requirements and will be deemed to be non-conformant.
- 13.4 The notification of conformity makes clear that at the time of testing, grain and/or seed met IPP requirements and does not guarantee conformity at time of sale.

14. SANCTIONS FOR MISCONDUCT

- 14.1 It is the responsibility of each Program participant to abide by the rules, adhere to the standards and report irregularities or violations.
- 14.2 Intentional violation of program requirements and/or misuse of marks of conformity may result in suspension from program participation.

- 14.3 Decisions to suspend participation in the program due to misconduct shall be made by The Land Institute.
- 14.4 Appeals or petitions for reinstatement shall be directed to The Land Institute.
- 15. FEES**
- 15.1 The Land Institute shall determine royalty fees to be assessed on sales of Kernza® branded seed and grain products in accordance with Trademark Licensing agreements.