

IPM NET Membership Terms and Conditions

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1. Agreement to terms

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the IPM NET Coordinator (“Coordinator”, “we,” “us” or “our”), concerning your access to and membership of the IPM NET as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “IPM NET”).

You agree that by joining IPM NET as a member, you have read, understood, and agree to be bound by these terms and conditions. If you do not agree with all of these terms and conditions, then you are expressly prohibited from joining the IPM NET and you must discontinue membership immediately.

Supplemental terms and conditions or documents that may be posted on the IPM NET website and associated web pages from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms and conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these terms and conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these terms and conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms and conditions by your continued membership after the date such revised terms and conditions are posted.

The IPM NET is intended for members who are at least 18 years old. Persons under the age of 18 are not permitted to register for membership.

1.1. Definitions

Term	Definition
IPM	Integrated pest management (IPM) is a coordinated and planned strategy for the prevention, detection and control of pests, weeds, and diseases.
IPM NET	IPM Network (IPM NET); a network of farmers, advisors, researchers, and other stakeholders with an interest in the application of IPM strategies and associated measures on farm. The IPM NET aims to improve understanding of the effectiveness of IPM approaches on farm yield, profitability and sustainability.
Membership	Membership of the IPM NET is renewed on an annual basis, subject to payment of membership fees and acceptance of these terms and conditions.
Coordinating party	Organisation with overall responsibility for management and coordination of the IPM NET.

IPM NET Coordinator	The individual responsible for overall coordination of the IPM NET
IPM NET Project Manager	The individual responsible for the day to day management of the IPM NET

2. IPM NET Management

The IPM NET coordinator's primary role is to supervise the overall technical and scientific progress of the network. The coordinator is ultimately responsible for:

- Chairing the Steering Committee meetings and taking all actions to enable proper decision-making by the group.
- Chairing any meetings with network sponsors, and communicating any outputs to the Steering Committee as appropriate.
- Ensuring smooth operation of IPM NET: work plan maintenance, monitoring progress, analysing results, problems and consequences for future research.
- Producing reports on partner activity and project progress, as agreed by the Steering Committee, sponsors, and any other network funders.

The current IPM NET coordinating party is RSK ADAS Limited (ADAS), who may subcontract the role of coordinator. Management decisions by the Coordinator will be guided by the Steering Committee.

The coordinator reserve the right, but not the obligation, to:

1. monitor the IPM NET for violations of these terms and conditions;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms and conditions, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. otherwise manage the IPM NET in a manner designed to protect our rights and property and to facilitate the proper functioning of the IPM NET.

2.1.Data Management and Security

Data Management

The Coordinator will systematically follow best practices for Open Science including following the FAIR data principles (FAIR: Findable, Accessible, Interoperable and Re-usable data). Individual farm data and intelligence will be protected whilst knowledge generated from those data will be free and available for public access once its quality has been checked and its origins anonymised. This approach exploits digital technologies such as quantitative benchmarking and online blogs to expedite the exchange of findings and knowledge in

addition to conventional paper-based publications, and multi-media news and publicity. Records of project findings and outcomes will be centralised and stored in common homogeneous formats that facilitate access and exploitation from the IPM NET platform. IPM NET will strive for all research publications to be Open Access.

The majority of the data listed in this data management plan will be gathered and stored anonymously. Where personal data is retained (for example, contact details of end users), processes for opting-in and for unsubscribing will be implemented. All personal data will be collected, processed, preserved and curated in line with the GDPR. All data will be stored on ADAS controlled servers. Data will be exploited and shared internally through the project SharePoint and externally (selected data) through the IPM NET Platform.

The IPM NET Data Management Plan provides full details of the data managed within the network, and the processes in place to protect, analyse, and exploit the data.

All data will be managed in line with the IPM NET Privacy Policy [Appendix 1]

Data Security

All personal data will be stored and shared internally Microsoft SharePoint in password protected file. Where subsequent datasets from this database are shared with other project partners, it will be done so using encrypted password protected files, and the data will be pseudo-anonymised such that external partners cannot identify individuals from the data.

2.2. IPM NET Steering Committee

The IPM NET Steering Committee (SC) is comprised of individual experts who:

1. Advocate for the network
2. Assist with the determination of the scope of IPM NET and the direction for further development
3. Provide counsel on issues, for example sponsorship terms, data sharing, etc.
4. Regulate external data usage requests

Details of IPM NET Steering Committee management are in Appendix 2.

2.3. IPM NET Sponsorship Group

Sponsors of the IPM Network are parties committed to contribute in cash or comparable in-kind contributions to the maintenance costs of IPM NET.

The IPM NET Sponsor Group (SG) will be composed of the Coordinator (as chair), the Manager (as Secretary), and representatives of IPM NET sponsors. Details of the IPM NET Sponsorship Group management are outlined in Appendix 3.

3. IPM NET Membership

In order to join the IPM NET, you are required to register for membership, and pay relevant membership fees. Annual membership is by return of the IPM NET Booklet, with membership details completed along with payment, before the 15 July in any given year. Membership of the Pilot IPM NET 2024-25 is free of charge. You agree to keep your membership usernames, passwords and associated details confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

By joining the IPM NET you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity and you agree to comply with these terms and conditions;
4. you are not under the age of 18;
5. you will not use the IPM NET for any illegal or unauthorized purpose;
6. your use of the IPM NET will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your membership and refuse any and all current or future use of the IPM NET (or any portion thereof).

3.1. Benefits of membership

Members of the IPM NET will receive;

- Access to IPM NET website, including private areas, forums, and newsletters
- Protocols for crop assessments
- Attendance at the end of season conference, to receive site-specific IPM reports, hear of innovations in crop protection, and share ideas for improving application of IPM.
- Site-specific IPM reports benchmarking relevant IPM metrics

The IPM NET will investigate associated datasets, and will;

- Collate datasets, and manage them to facilitate further analysis and interpretation
- Produce and distribute site-specific IPM reports
- Analyse all data to explain the season's crops with direct reference to relevant pest pressures, IPM tactics employed by members, and yield, and economic returns.
- Present results, findings and innovations at the end of season conference, and facilitate sharing of ideas.

3.2. Data requirements and management

Data provided as part of IPM NET includes some personal data. Your personal data will never be shared outside of the IPM NET management group and will only be used as part of processes within the network. All data is stored digitally within a secure network and only accessed by our staff working within the IPM NET. All IPM NET members, and associated members of the Steering Committee and Sponsorship Group are bound by IPM NET Privacy Policy.

Essential and non-essential data provision

Within the IPM NET booklet, some data requests are marked as 'essential'. This data is required in order to provide member reports at the end of the season. Failure to provide this data will void the coordinators obligation to provide the end of season report.

Some data requested from the IPM NET members is requested to provide a more detailed end of season report, and to support wider analysis and interpretation of the IPM NET dataset. Failure to provide non-essential data will result in a less details report being provided at the end of the season.

Privacy Policy

We care about data privacy and security. Please review our Privacy Policy at Appendix 1. By using the Platform, you agree to be bound by our Privacy Policy, and to monitor this policy for updates. As part of your membership, you may be asked to connect with researchers and/or students looking to undertake additional data collection. Your details will never be share without your explicit permission.

Data extraction from 3rd parties

By accepting these terms and conditions, you agree to receive requests for, and not unreasonably withhold, any and all relevant data previously entered into linked 3rd party initiatives, such as the IPM Tool, and/or collected as part of the Defra Pest and Disease Survey.

The IPM Tool, Defra Pest and Disease Survey, and IPM NET share common data requirements, and linking these initiatives aims to reduce the administrative burden on you. The data extraction request will detail the specific data requested, and permissions required. This may include but is not limited to, data related to pest management practices, agronomic processes, and other pertinent information contributing to the goals of each initiative.

Anonymised agronomic data may be shared with GDPR compliant partners, in accordance with the IPM NET data management plan, to facilitate further analysis of the data.

3.3.Prohibited activities

As a member of the IPM NET, you agree not to undertake the following and if you see content on the IPM Net which you believe contravenes any of the below, you will report it to us via the 'Contact Us' page:

1. make any unauthorized use of membership, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, or creating membership accounts by automated means or under false pretences.
2. circumvent, disable, or otherwise interfere with security-related features of the IPM NET, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the IPM NET resources and/or the Content contained therein.
3. trick, defraud, or mislead us and other members, especially in any attempt to learn sensitive account information such as user passwords;
4. make improper use of our support services or submit false reports of abuse or misconduct.
5. use any information obtained from the IPM NET in order to harass, abuse, or harm another person.
6. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the IPM NET to you.
7. delete the copyright or other proprietary rights notice from any Content.
8. disparage, tarnish, or otherwise harm, in our opinion, us and/or IPM NET.
9. use the IPM NET in a manner inconsistent with any applicable laws or regulations.

4. Confidentiality

IPM NET members shall maintain the confidentiality of all discussions and materials shared during meetings. Confidential information includes, but is not limited to, project strategies, financial information, and proprietary data.

5. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, or feedback, regarding the IPM NET ("Submissions") provided by you to us are non-confidential and shall become jointly-owned. As such, we have joint rights, including all intellectual property rights, and shall be entitled without your consent to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

We reserve the right to use any questions, comments, suggestions, ideas, feedback, or other information regarding IPM NET ("Submissions") provided by you anonymously in the Frequently Ask Questions resources.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

6. Third-party websites and content

IPM NET may contain (or you may be sent via membership newsletters, or similar engagement activities) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through newsletters or any Third-Party Content posted on, or available through our website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the newsletter or website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these terms and conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the IPM NET or relating to any applications you use or install from the IPM NET. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

7. Conflict resolution

If conflict arises between IPM NET members, including between and within the Steering Committee and/or Sponsorship group, members should first contact the Manager who will try to resolve the conflict. The Manager will report the conflict to the Steering Committee.

If the conflict cannot be resolved by the Manager, the Manager will form an independent subcommittee formed of the Manager and independent members of the Steering Committee. The subcommittee will report the steps taken to resolve the conflict to the Steering Committee.

If the conflict cannot be resolved by the subcommittee, it will be passed to an ADAS Director who will make the decision on external arbitration.

8. Intellectual Property Rights

8.1. The IPM Network Concept

RSK ADAS Limited owns the rights to the IPM Network Concept. Other parties seeking to copy, use, extend or otherwise exploit the ideas or procedures of the IPM Network may only do so with the explicit written agreement of RSK ADAS Limited. Whilst it is acknowledged that other similar networks pre-date creation of the IPM Network, aspects of the IPM Network that RSK ADAS Limited claims to be unique, and therefore define the value of the IPM Network Concept, are:

- I. The IPM Network brand, including its name 'the IPM Network', its shortened name 'IPM NET', its logo, and this Constitution with appended Membership Rules,
- II. Use of the IPM Network brand and logo by Sponsors,

8.2. Sharing & Protecting IP

Whilst always observing legal requirements to protect the identities and any personal details of all contributors in line with the GDPR and the IPM Network Data Privacy Policy, a general principle of engagement with the IPM Network will be that technical data, ideas, or opinions provided by Members may be recorded and held by the IPM Network for any other Contributor to use, develop or otherwise exploit, whether individually, severally or jointly. Thus, whilst it is envisaged that the value of engagement with the IPM Network will be enhanced for all Members by them revealing and sharing their ideas and technical data, Members wishing to protect personal data, technical data or ideas should not release or reveal these to other Members.

More specifically:

Protection of Entrant's Identity

In any analysis or summary of data collated by the IPM Network, the identity of individuals will be protected, unless permission has been obtained for its release; for example specific names and geographic locations of any contributors will be excluded from any published or shared datasets, materials or reports. Thus the Coordinator will obtain permission from Contributors (Entrants and Sponsors) before they are identified during any meetings or publications.

Protection of Entrant's IP

Engagement in IPM Network should allow Members to retain the definition of and rights to any IP that they wish to employ in their Entry. Thus, whilst IPM Network membership will require provision of basic information concerning rotational position, variety name, total amounts of nutrient elements applied, dates of sowing, key growth stages and harvest, etc., they will not require detail of germplasm, practices, formulations, timings etc. that any competitor may wish to withhold. Furthermore, such detail shared as within members IPM

NET Journals will remain confidential, and only shared with explicit permission of the member(s). The Coordinator will enable all members to specify a level of confidentiality to attach to all the information and data that they provide, via the IPM NET Journal. Thus Members should be able to employ any innovation(s) that they also intend to exploit commercially without compromising that intention. Where Members share their IP as part of IPM NET activities (e.g. workshops, online forums, during annual meetings), these are considered 'submissions' (see Clause 5).

IP Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the IPM NET infringes upon any copyright you own or control, please immediately alert us via the 'Contact Us' page, summarising the details of the material in question. Following this, you will be asked to provide formal notification, providing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the IPM NET are covered by the Notification, a representative list of such works within IPM NET;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

9. Terms and termination

These terms and conditions shall remain in full force and effect while are a member of the IPM NET.

Members who wish to cancel their participation in IPM NET must submit a written cancellation request to IPM_NET@adas.co.uk. The cancellation request should include the member's name, contact information, and a clear statement expressing the intent to cancel.

Cancellation requests will be processed within a reasonable timeframe, and the effective date of cancellation will be determined based on the date of receipt of the cancellation request.

Members are responsible for ensuring that their cancellation request is received in a timely manner.

Upon cancellation, members have the option to request the deletion of their personal information from the IPM NET database. IPM NET will comply with such requests, subject to legal and contractual obligations.

IPM NET reserves the right to terminate a member's participation in the network for any violation of the terms and conditions outlined in the IPM NET Terms and Conditions document. In such cases, the cancellation will be effective immediately.

If we terminate or suspend your membership for any reason, you are prohibited from registering and creating a new membership account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9.1. Refund policy

Unless otherwise agreed with the Coordinator, membership can be cancelled and 100% refunded, subject to cancellation request being made in writing within 48hrs of payment. Cancellation requests must be sent to IPM_NET@adas.co.uk. No refunds will be considered after 48hrs following payment.

10. Governing law

These terms and conditions and your membership of the IPM NET are governed by and construed in accordance with English law applicable to agreements made and to be entirely performed within the European Union, without regard to its conflict of law principles.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so.

10.1. Relevant legislation

Along with our business and internal computer systems requirements, IPM NET is designed to comply with the following national and international legislation with regards to data protection and user privacy:

- UK Data Protection Act 1988 (DPA)
- EU Data Protection Directive 1995 (DPD)

- EU General Data Protection Regulation 2018 (GDPR)

IPM NET compliance with the above legislation, all of which are stringent in nature, means that IPM NET is likely compliant with the data protection and user privacy legislation set out by many other countries and territories as well. If you are unsure about whether this site is compliant with your own country of residences' specific data protection and user privacy legislation you should contact us at IPM.NET@adas.co.uk for clarification.

11. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of: (1) membership of the IPM NET; (2) breach of these terms and conditions; (3) any breach of your representations and warranties set forth in these terms and conditions; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other members of the IPM NET, its coordinator, or any member of the IPM NET Steering Committee or Sponsorship Group with whom you connected via the IPM NET.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

12. Electronic communications, transactions and signatures

Visiting the IPM NET website, sending us emails, and completing online or offline forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the website, satisfy any legal requirement that such communication be in writing.

13. Miscellaneous

These terms and conditions and any policies or operating rules posted by us on the IPM NET website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision.

These terms and conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or

liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these terms and conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms and conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these terms and conditions or membership of the IPM NET. You agree that these terms and conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these terms and conditions and the lack of signing by the parties hereto to execute these terms and conditions.

14. Contact us

To receive further information regarding the use of the Platform, or in order to resolve a complaint regarding the Platform, please contact us at:

RSK ADAS Ltd, 172 Chester Road, Helsby, Cheshire UK WA6 0AR

IPM.NET@adas.co.uk

Appendix 1: IPM NET Data Privacy Policy

Data provided as part of the IPM NET may include some personal data. Your personal data will never be shared outside of the ADAS IPM NET management group, and will only be used as part of IPM NET processes within the network. All data is stored digitally behind a secure network and only accessed by ADAS staff working within the IPM NET. No personal data is shared outside of ADAS and its partner(s). All ADAS partner(s) are bound by ADAS Privacy Policy and members of the relevant network are informed about the partner(s) details in advance. Anonymised agronomic data relating to crop management and observations may be shared with GDPR compliant partners, in accordance with the IPM NET Terms and Conditions.

1.0 OUR CORE BELIEFS REGARDING USER PRIVACY AND DATA PROTECTION

- User privacy and data protection are core principles
- We have a duty of care to the people whose data we hold
- We will never sell, rent or otherwise distribute or make public your personal information

2.0 RELEVANT LEGISLATION

Along with our business and internal computer systems, the IPM NET is designed to comply with the following national and international legislation with regards to data protection and user privacy:

- UK Data Protection Act 1988 (DPA)
- EU Data Protection Directive 1995 (DPD)
- EU General Data Protection Regulation 2018 (GDPR)

The IPM NET compliance with the above legislation, all of which are stringent in nature, means that IPM NET is likely to be compliant with the data protection and user privacy legislation set out by many other countries and territories as well. If you are unsure about whether this site is compliant with your own country of residence's specific data protection and user privacy legislation you should contact us at IPM.NET@adas.co.uk for clarification.

3.0 PERSONAL INFORMATION COLLECTED FOR IPM NET AND WHY WE COLLECT IT

As part of the IPM NET, we collect and use personal information for the following reasons:

3.1 Contact Details

- Contact details are provided by Members in the IPM NET Journal(s) and IPM NET website forms and event registration pages. All personal data are restricted to the first sheet of the Entry Pack.

- Contact details are collected for the main on-farm members and supporters (e.g. agronomists) for each field entry.
- Contact details are used as part of the network; to send current members supporting information (e.g. periodic IPM NET Actions) and resources (e.g. Field Guides, Harvest packs).
- Contact details are also used to send out IPM NET Technical Newsletters to current members.
- Current and previous members may also be contacted with information about future network deadlines, events, updates and invitations to join similar projects or networks.

3.2 Your Rights

Under the GDPR, from the 25th May 2018, you have several rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that IPM NET refuses your request under rights of access, we will provide you with a reason as to why and you have the right to complain.

If you wish to exercise any of these rights please contact us on IPM.NET@adas.co.uk

3.3 Data storage

- All IPM NET data are stored on a secure server at RSK ADAS Ltd.
- Access to IPM NET data is restricted to named staff at RSK ADAS Ltd.
- IPM NET data may be shared with the IPM NET Steering Committee and or IPM NET Sponsorship Group, or additional third parties, however where IPM NET data are shared all personal data will be removed prior to transfer. The exception applies where an IPM NET partner organisation needs personal contact details for the purposes of operating IPM NET (e.g. address for third parties to send kits for additional sampling/ data collection). In such cases, explicit agreement to share contact details for this purpose would be requested from members.

- A members' personal data will only be retained for as long as there is a valid technical or operational requirement of IPM Net to do so.

4.0 DATA BREACHES

We will report any unlawful data breach of the IPM NET database or the database(s) of any of our third party data processors to any and all relevant persons and authorities within 72 hours of the breach if it is apparent that personal data stored in an identifiable manner has been stolen, and there is a high likelihood or severity of the resulting risk to people's rights and freedoms.

5.0 DATA CONTROLLER

The data controller of this website is: RSK ADAS limited, a UK Private limited Company with company number: 10486936

Whose registered office is: Spring Lodge, 172 Chester Road, Helsby, Cheshire UK WA6 0AR

6.0 CHANGES TO OUR PRIVACY POLICY

This privacy policy may change from time to time in line with legislation or industry developments. We will not explicitly inform our clients or website users of these changes. Instead, we recommend that you check this page occasionally for any policy changes. Specific policy changes and updates are mentioned in the change log below.

6.1 Change log

Version 1.1 14 December 2023

Appendix 2: IPM NET Steering Committee Charter

The purpose of the IPM NET Steering Committee is to provide independent strategic support to the network. The Steering Committee will be comprised of the following Committee Bodies:

- The Chair shall be the Coordinator of IPM NET, unless and up until this role is delegated by the Coordinator.
- The Secretary shall be the Manager of the IPM NET, unless and up until this role is delegated by the Coordinator.
- Invited IPM experts shall including individuals with recognised expertise in IPM implementation and quantification, as well as representatives of relevant organisations advocating for the needs of farmers. Steering Committee Membership will be determined through a transparent and inclusive process, and members are required to adhere to the terms and conditions laid down in this collaboration agreement.
- Other representatives of the IPM NET Membership may be invited to join Committee meetings, but would not be award voting rights.

The Committee is entrusted with providing oversight and support for the development and maintenance of the IPM NET network. The Committee will guide the management and development of IPM NET, paying attention to the relevance of and adherence to the IPM NET scope, the size and diversity of the Sponsorship Group, and the size and diversity of IPM NET membership. The Committee will provide guidance on membership recruitment, fees, acceptability of new sponsors and of in-kind contributions in lieu of cash sponsorship, scientific networking and engagement, publicity, and management of data and other intellectual property.

All committee members shall:

1. Uphold and adhere to the Terms and Conditions of IPM NET membership.
2. Act as advocates for the IPM NET.
3. Determine the scope of IPM NET and the direction for further development.
4. Provide counsel on conflicts of interest.
5. Regulate external data usage requests.

In addition, Committee members with expertise in IPM implementation and quantification will contribute technical insights. Members representing the needs of farmers will ensure that the network addresses the practical requirements and challenges faced by farmers in the context of IPM.

Decision making

Decisions of the Committee will be made through a collaborative and consensus-driven process. Whilst the Chair will seek to establish a consensus on all issues raised by the Committee, the Chair will determine majority views when necessary, by seeking votes from

members (as above) who are attending the meeting. The quorum for any vote will be half of the full Committee's membership. Voluntary attendees shall have no vote. The Chair will only vote if required to reach a decision.

Circumstances may arise resulting in a conflict of interest between an expert on the Committee and an associated organisation acting as a sponsor, for example, an organisation requesting data analysis and an SC member that works for the sponsor. Individual SC members should identify when they have a conflict of interest which may bias their voting and contact the Coordinator. In this instance, their vote will be voluntarily omitted. Members of the SC will have an opportunity to express concerns of conflicts of interest with other members of the SC with the Coordinator. If sufficient justification is provided that demonstrates that voting may be biased from the individual SC member associated with the sponsor, then their vote may be omitted.

If conflict arises between SC members, members should first contact the Coordinator of the SC where the issue has arisen. The Coordinator and Secretary will try to resolve the conflict. The Coordinator will report the conflict to the SC and the steps taken to resolve it.

Liability

In respect of any information or materials (incl. Results and Background) supplied by one Party to another within the Committee, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality. A Party's liability shall not be limited under the foregoing statement to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.

Meetings

The Committee will convene regular meetings, at least annually, to discuss project updates, challenges, and strategic decisions.

Meetings may be conducted in person or virtually, as determined by the Committee. Further meetings may be arranged as required. Notice of future meetings will be provided at least one month in advance. The Chair shall prepare and send each Committee member an agenda

no later than 21 calendar days prior to the meeting. Any agenda item requiring a decision by the Members of a Committee must be identified as such on the agenda.

Any Member of the Committee may add an item to the original agenda by written notice to all the other Members of that Consortium Body up to 7 calendar days prior to the meeting. During a meeting, the Members of the Committee present or represented can unanimously agree to add a new item to the original agenda.

The Chair shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting. The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

Members of the Committee will receive one complimentary ticket to the annual IPM NET Conference.

Duration and termination of Steering Committee membership

A Committee members may terminate its participation in the Committee, and be released of its obligations under these Terms and Conditions at any point, and without restriction or impact on existing or surviving commitments.

Upon the conclusion of the initial term, the Committee may be renewed or re-evaluated based on the needs and progress of the IPM NET project.

Termination shall not affect any rights or obligations of a Party leaving the Committee incurred prior to the date of termination, unless otherwise agreed between the Committee and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

Appendix 3: IPM NET Sponsorship Group Charter

The purpose of the IPM NET Sponsorship Group (SG) is to coordinate sponsor activities and engagement, and facilitate feedback and communication with network sponsors.

The SG will be comprised of the following Committee Bodies:

- The Chair shall be the Coordinator of IPM NET, unless and up until this role is delegated by the Coordinator.
- The Secretary shall be the Manager of the IPM NET, unless and up until this role is delegated by the Coordinator.
- Representatives of organisations or individuals sponsoring the IPM NET.

The SG will provide industry insight and feedback on the impact of the IPM NET activities on farms. SG members will be invited to feedback on members experience of the network, network sponsorship and membership fees, acceptability of new sponsors, and other aspect of the IPM NET. Feedback will be presented to the SC, and influence strategic decision making.

Members of the IPM NET Sponsor Group benefit from;

- 1) Regular updates and insights from the IPM NET and associated initiatives
- 2) Direct marketing promotion and opportunities
 - a) Prominent sponsor recognition on all marketing and promotional material, emails, reports and posters.
 - b) Sponsor listing on the IPM NET web page and external linking to appropriate web pages
 - c) Opportunity to provide marketing materials and giveaways at events and meetings.
- 3) Industry connections.
 - a) Access to network information, intelligence and discussions.
 - b) Forge connections with farmers and growers.
 - c) Attend an annual conference.
 - d) Opportunity to speak to attendees of IPM NET meetings.

Contribution and benefits are agreed on a case-by-case basis, reflecting the level of sponsorship. Additional benefits may be negotiation, subject to IPM NET Terms and Conditions.

All SG members shall:

1. Uphold and adhere to the Terms and Conditions of IPM NET membership
2. Act as advocates for the IPM NET.

Decision making

Decisions of the SG will be made through a collaborative and consensus-driven process. Whilst the Chair will seek to establish a consensus on all issues raised by the SG, the Chair will determine majority views when necessary, by seeking votes from members (as above) who are attending the meeting. The quorum for any vote will be half of the full SG's membership. Voluntary attendees shall have no vote. The Chair will only vote if required to reach a decision.

Circumstances may arise resulting in a conflict of interest between an expert on the Committee and an associated organisation acting as a sponsor, for example, an organisation requesting data analysis and an SG member that works for the sponsor. Individual SG members should identify when they have a conflict of interest which may bias their voting and contact the Director. In this instance, their vote will be voluntarily omitted. Members of the SC will have an opportunity to express concerns of conflicts of interest with other members of the SC with the Coordinator. If sufficient justification is provided that demonstrates that voting may be biased from the individual SC member associated with the sponsor, then their vote may be omitted.

If conflict arises between SC members, members should first contact the Coordinator of the SC where the issue has arisen. The Coordinator and Secretary will try to resolve the conflict. The Coordinator will report the conflict to the SC and the steps taken to resolve it.

Liability

In respect of any information or materials (incl. Results and Background) supplied by one Party to another within the Committee, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality. A Party's liability shall not be limited under the foregoing statement to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.

Meetings

The Committee will convene regular meetings, at least annually, to discuss project updates, challenges, and strategic decisions.

Meetings may be conducted in person or virtually, as determined by the Committee. Further meetings may be arranged as required. Notice of future meetings will be provided at least one month in advance. The Chair shall prepare and send each Committee member an agenda no later than 21 calendar days prior to the meeting. Any agenda item requiring a decision by the Members of a Committee must be identified as such on the agenda.

Any Member of the Committee may add an item to the original agenda by written notice to all the other Members of that Consortium Body up to 7 calendar days prior to the meeting. During a meeting, the Members of the Committee present or represented can unanimously agree to add a new item to the original agenda.

The Chair shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting. The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

Members of the SG will receive complimentary ticket(s) to the annual IPM NET Conference, the number of tickets is subject to individual terms and conditions of sponsorship agreed with each sponsor.

Duration and termination of Sponsorship Group membership

Sponsors membership of the SG is directly related to the period of IPM NET Sponsorship.

Termination of sponsorship shall not affect any rights or obligations of a Party leaving the SG incurred prior to the date of termination, unless otherwise agreed between the SG and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.