



2022 Agreement

for the marketing of the Ontario soybean crop

In 2016, OABA, Grain Farmers of Ontario and the two major soybean processors negotiated a new Soybean Marketing Agreement which allows for market forces to dictate costs associated with drying and handling of soybeans. The Agreement reads as follows:

1. (1) Under the terms of this agreement, cleaning and handling charges, as well as soybean drying charges/moisture discounts will be agreed upon by the dealer and the producer through competitive market forces, similar to the corn and wheat markets.
(2) These terms and conditions should be confirmed prior to producer delivery.
(3) Settlements and payment protocol shall follow in accordance to the Grains Act (Ontario Regulation 260/97) and the Farm Products Payments Act (Ontario Regulation 70/12).
2. (1) Where there is an agreement between a soybean producer and a licensed buyer, terms may be established which differ from those stated within this agreement.
(2) In order to meet the specialized needs of a diverse and demanding marketplace for Ontario soybeans, all parties recognize and agree that the specifications in such producer/buyer agreements will take precedence over the Ontario Soybean Marketing Agreement except as otherwise required by the Regulations under the Grains Act or the Farm Products Payments Act
3. (1) In the event there is a dispute as to the grade or moisture content of any load of soybeans, the matters in dispute shall be referred to an inspector for the Canadian Grain Commission or to such other person as is mutually agreed between the parties in dispute.
(2) The decision of the inspector under subsection (1) shall be binding on the parties in dispute.
(3) The inspector in making a test shall examine a minimum 1 kg. sample agreed upon by the parties involved and taken from the load of soybeans delivered and retained in a moisture-proof container bearing a label on which is stated the name and address of the party delivering the soybeans.
(4) A further sample of the load of soybeans in dispute shall also be kept in a moisture-proof sealed container pending the inspector's decision.
(5) Costs for forwarding representative samples to the inspector under subsection (1) shall be shared equally between the parties to the dispute.
(6) Fees assessed by the inspector under subsection (1) for testing and inspecting such samples for the purpose of assessing and assigning grade, dockage, condition and/or moisture shall be the responsibility of the party in error.
4. When soybeans are delivered to a dealer's elevator or place of business, a receipt for each load of soybeans shall be given by the dealer to the grower, or the party delivering the load of soybeans in the absence of the grower in accordance with Ontario Regulation 260/97 made under the Grains Act.
5. This agreement comes into effect on September 1, 2016 with an initial term that will expire on the 31st day of August, 2017. Prior to expiry, this Agreement shall automatically renew for successive additional terms of one year, unless any of the local board, the processors of soybeans or the Grain Section Committee of the Ontario Agri Business Association provide written notice to the other parties and to the Commission not later than the 31st day of January in the year of expiry and request that the Agreement to be opened for negotiation, in which case the provisions of O.Reg 485/09 shall apply.