



GRANT AGREEMENT SAMPLE

This Grant Agreement (Agreement) is between the Foundation for Food and Agriculture Research, the Grantor (hereinafter referred to as “FFAR,” “We” or “Us”) and the [legal name of the grantee] (hereinafter referred to as “Grantee,” or “You”) FFAR and Grantee may be referred to individually as “Party” or collectively as “Parties”. The Grantee represents the Principal Investigator (hereinafter referred to as the “PI”). As a condition of this Agreement, the Parties enter this Agreement by having their Authorized Representatives sign below.

GRANT INFORMATION SUMMARY

GRANT DETAILS

Funding Opportunity:

Grant ID:

Project Title:

Principal Investigator:

Start Date:

End Date:

Total FFAR Award:

Total Matching Funds:

Total Award Amount:

Grant Period:

FFAR DETAILS

Authorized Representative:

Title:

Address:

Phone and E-mail:

Scientific Program Director:

Phone and E-mail:

Director of Grants Management:

Phone and E-mail:

GRANTEE DETAILS

Legal Name:

Address:

Authorized Representative:

Title:

Phone and E-mail:

Section I	Grant Terms and Conditions
Attachment A	Proposal
Attachment B	Matching Fund Certification
Attachment C	Reps & Certs
Attachment D	ACH Enrollment Form
Attachment E	W-9

ARTICLE I – PURPOSE AND ADMINISTRATION

FFAR was established by Section 7601 of the Agricultural Act of 2014, Pub. L. 113-79 to (a) to advance the research mission of the United States Department of Agriculture by supporting agricultural research activities focused on addressing key problems of national and international significance, including: (i) plant health, production, and plant products; (ii) animal health, production, and products; (iii) food safety, nutrition, and health; (iv) renewable energy, natural resources, and the environment; (v) agricultural and food security; (vi) agriculture systems and technology; and (vii) agriculture economics and rural communities; (b) to foster collaboration with agricultural researchers from the Federal Government, State (as defined in Section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103) governments, institutions of higher education (as defined in Section 101 of the Higher Education Act of 1965 (20 U.S.C, 1001), industry, and nonprofit organizations and is incorporated as a 501 (c)(3) non-profit corporation.

Under Section 3 of the Act, FFAR is responsible for ensuring that the USD \$200,000,000.00 transferred to it under the Act is used in accordance with the requirements thereof. Specifically, FFAR can use the funds transferred under the Act to carry out the purposes of FFAR only to the extent FFAR secures at least an equal amount of non-Federal matching funds for each expenditure. Also, none of the funds made available under the Agricultural Act may be used for construction.

You will directly administer the grant and agree that, unless You obtain FFAR's prior written approval, no amount of the Grant funds shall be used in any way other than as specifically set forth in this Agreement, the final attached proposal, and related documents. No changes may be made to the nature or scope of the approved grant and proposal without the prior written approval of FFAR.

ARTICLE II – GRANT PERIOD

The Grant Period of this Agreement is from the Start Date to the End Date Set out on the Grant Information Summary of the Agreement. This grant may be renewed for a second 12-month period upon FFAR's determination that satisfactory progress has been made toward completion of the project and contingent on the availability of funding. The Grant funds may not be used for any expenses or other costs of activities incurred prior to the Start Date of this Agreement.

ARTICLE III – GRANT AMOUNT AND PAYMENT SCHEDULE

FFAR will pay You up to the total grant amount specified in the approved Grant proposal and in the Payment Schedule below. FFAR will pay You through Your Office of Sponsored Programs in accordance with the payment information You provided in the ACH Form (Attachment D). Allowable indirect cost on all FFAR awards cannot exceed ten percent (10%) of the total FFAR award and ten percent (10%) of the required one-to-one match. This indirect cost allotment is not an indirect cost rate applied to the total modified direct costs but instead it is an overall

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allotment from the award to be used for the Grantee's facilities and administrative expenses. Ninety percent (90%) of the total project funds must be spent directly on the awarded project.

FFAR will pay You a total of \$XXX, XXX.XX USD over XX (XX) years. The Grantee will secure an additional \$XXX,XXX.XX USD as the required matching funds (described more fully below). Payments are subject to Your compliance with this Agreement, including Your achievement, and the FFAR approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. As reasonable, FFAR may modify payment dates or amounts and will notify You of any such changes in writing. After the initial distribution of the first year's commitment, installments of FFAR funding will be transferred to You each year upon receipt by FFAR of the completed annual reporting terms and in each payment period.

FFAR funds in the amount of \$XXX, XXX.XX USD and committed Grantee non-federal matching funds of \$XXX, XXX.XX USD for a total of \$XXX, XXX.XX USD are allocated to this Grant. FFAR funds and matching funds must be spent in tandem such that funds are drawn equally from FFAR's contribution and the matching funds. To constitute a valid match, all matching funds committed to the Grant must be expended during the Grant Period. If sub-award(s) are applicable, the Grantee is responsible for making sure that sub-awardees fulfill any match commitments made in the proposal. The Payment Schedule is as follows:

1. \$XXX, XXX.XX USD paid on Month/Day/Year
2. \$XXX, XXX.XX USD paid on Month/Day/Year
3. \$XXX, XXX.XX USD paid on Month/Day/Year
4. \$XXX, XXX.XX USD paid on Month/Day/Year
5. \$XXX, XXX.XX USD paid on Month/Day/Year

Grant funds shall be used solely for the activities set out in the Grant proposal (Attachment A) application. Interest earned on all Grant funds shall be applied toward direct project costs. The Grantee shall provide, in its financial report to FFAR, details of the amount of interest accrued and indicate how the amount is being spent.

ARTICLE IV – USE OF GRANT FUNDS

1. No part of the Grant funds shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code (the "Code).
2. No part of the Grant funds shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code.
3. No part of the Grant funds shall be used to provide a grant or award to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Code, without prior written approval of FFAR. Payments of salaries, other compensation or expense reimbursement to Your employees within the ordinary scope of their

employment do not constitute awards for these purposes and are not subject to these restrictions.

4. No part of the Grant funds shall be used for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Code. If any portion of the Grant funds is used for purposes other than those described in Section 170(c)(2)(B) of the Code, You shall promptly repay to FFAR that portion of the Grant funds and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Code.
5. You shall promptly repay any portion of the Grant funds which for any reason is not used exclusively for the charitable purposes of the Grant consistent with the terms of this Agreement. You shall repay to FFAR any portion of the Grant funds which is not used exclusively for the purposes described in Attachment A hereof within thirty (30) days after the End Date of the Grant Period (as set forth above) or any approved extension thereof. If We terminate the Grant pursuant to Section XII hereof, You shall repay within thirty (30) days after such termination all Grant funds unexpended as of the effective date of such termination and all Grant funds expensed for the purposes or items allocable to the period of time after the effective date of such termination, unless those costs are for non-cancellable obligation that were reasonably incurred for the project purpose, prior to receipt of a notice to terminate.
6. If You are directly or indirectly controlled by FFAR or by one or more “disqualified person” (within the meaning of Section 4946 of the Code) with respect to FFAR, You agree (i) to expend all of the Grant funds prior to the close of your first annual accounting period following the taxable year in which You receive Grant payment as one or more qualifying distributions within the meaning of Section 4942(g)(3) and (h) of the Code; and (ii) to submit to FFAR promptly after the close of Your annual accounting period of full and complete written report, signed by an appropriate officer, director or trustee, showing that qualifying distributions have been made, the name and address of the recipient(s) of such distribution(s), the amounts received by each, and confirmation that all distributions are properly treated as distributions out of corpus under Section 4942(g)(3) and (h) of the Code.

ARTICLE V – BUDGET

The budget for the Grant, as well as any revisions to it, must adhere to the specific line items in your Grant budget as it has been approved by FFAR as part of Attachment A. Budget revisions must adhere to reporting requirements in Section VI.

ARTICLE VI – REPORTING

Performance of the work in Attachment A under this Agreement is under the technical direction of the of the individual identified as Principal Investigator on the Grant Information Summary

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section. Grantee shall report in writing any change to the Principal Investigator. FFAR must approve any such changes in writing.

You agree to provide reports on the progress You made toward achieving the goals and objective of the approved proposal in Attachment A and any problems encountered in the effort to achieve them. You will submit reports using FFAR's templates or forms, which We will make available to You and which may be modified from time to time. You will submit progress reports annually and upon expiration of the Grant Period, repayment, or termination of the Award pursuant to Section XII "Award Termination" below. For annual or final progress report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for the reporting period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the FFAR Scientific Program Director and Grants Director if You need to add or modify any targets or milestones. FFAR must approve any such changes in writing.

You agree to also provide mid-year and annual financial reports. The financial report will show actual expenditures reported as of the date of the report against the approved line item budget. If any given line item varies more than ten percent (10%) from the proposed budget in that reporting period, You shall provide a written justification for the deviation. FFAR must approve any such changes in writing.

All annual reports must be furnished to Us with thirty (30) days prior to the next scheduled Grant payment disbursement. The final report must be furnished to Us within ninety (90) days after the Grant End Date. Release of Grant payment installments is contingent on timely and satisfactory progress and financial report submission. Grantee agrees to retain all progress and financial reports in their files for at least four (4) years after the End Date of the Grant Period.

Within one year after the End Date of the Grant Period, the Grantee will notify FFAR about any publications resulting from or follow-up work to the Grant activity and, where applicable, where data generated with Grant funding were deposited or archived.

At our expense, We may monitor and conduct an evaluation of operations undertaken pursuant to this Grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the Grant with your personnel, who shall be made available for such purposes upon reasonable request. You agree to submit other reports that FFAR may reasonably request.

ARTICLE VII – ACCOUNTING AND AUDIT

Grantee will show the Grant funds and associated matching funds separately on its books of account. You will maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the Grant and shall retain all substantiating documents (such as bills, invoices, cancelled checks, and receipts) in Your files for at least four (4) years after the End Date of the Grant Period. You agree to provide FFAR with copies of such

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documents promptly upon FFAR's request and to make your books and records available for inspection by Us at reasonable times. At our expense, we may audit or have audited Your Grant-related books and records, and You shall provide all reasonable and necessary assistance in connection therewith in a timely manner.

ARTICLE VIII – PUBLICATION AND DATA SHARING

At the conclusion of the Grant Period, You will provide FFAR with a report describing the results of the research undertaken pursuant to this Grant. In addition, all information and data developed with Grant funds will be released and published in a timely manner. To the extent practicable such publications will be in peer-reviewed journals to maximize their use by the agricultural community, non-profit organizations, and academic and industrial researchers, and to further the goals and priorities of FFAR. To that end, You agree to publish the results of the Grant and any Grant work as soon as practicable, but in no event later than twenty-four (24) months after the End Date of the Grant, in a peer-reviewed journal or appropriate publication. You further agree to share data generated from the Grant and any other Grant work with other researchers in a timely manner and at minimal or no cost. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the goals and priorities of FFAR. If you determine that data sharing or publication in a peer-reviewed journal is not practicable, you shall confer with Us to develop an approach approved by FFAR that ensures results and data from the Grant and any other Grant work will be available to the scientific community in an appropriate and timely manner. You will also use good faith efforts to ensure that Your sub-grantees, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Grant developments consisting of data and results.

ARTICLE IX – INTELLECTUAL PROPERTY

You may retain intellectual property rights that arise from the Grant, subject to the data sharing and publication requirements set forth in the Article VIII – “Publication and Data Sharing.” With respect to such intellectual property, FFFAR shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, republish, summarize, or otherwise use, in print or electronic form, including electronic databases or in any future form not yet discovered or implemented, all such materials produced under this Grant and to authorize others to use such copyrighted works for FFAR purposes. All such copyrighted works shall include a formal acknowledgement of FFAR's funding under this Grant Agreement. Grantee shall provide at least one hard copy and an electronic copy of each such copyrighted work to FFAR. You certify to the best of your knowledge, the material(s) produced by You under this Grant and related to the Grant will be original and not infringe upon any copyright or any other right of any third party, and has not previously been published.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or

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communications with colleagues), Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to FFAR. Without limitation of the foregoing, the FFAR shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Grant, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for FFAR purposes.

The policies on patents outlined in 35 USC Sections 200-211, in 37 CFR Section 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by Grantee during the term of this Grant Agreement to encourage the maximum participation in the program. Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Grant Agreement, subject to FFAR acquiring a worldwide nonexclusive, non-transferrable, irrevocable, perpetual, worldwide, royalty-free, fully paid up, sub-licensable license to: make, use, distribute, copy, modify, create derivative works, all such materials produced in connection with this Grant for use consistent with the mission of FFAR, except that FFAR shall not have the right to commercialize its rights outside FFAR.

ARTICLE X – PUBLIC REPORTING

FFAR will report the Grant in its next annual report. You hereby provide consent for FFAR to include information about the Grant, including the Grantee and PI's names, **matching funders**, on FFAR's website and in press releases, newsletters, annual reports, speeches, congressional reporting, fundraising activities, and other public disclosures. In addition, we may publish reports on the Grant or other activities undertaken pursuant to the Grant, briefly describing its accomplishments and results, and we may respond to reasonable inquiries on the same.

FFAR will discuss potential communications activities with You related to this Grant, including the issuing of press releases, whenever possible in advance of such communication, to the Director of Communications for Grantee listed below, or such other Grantee contact as you may provide from time to time. Neither We nor You shall use the name or logo of the other in any public announcement, press release, advertising or other public disclosure without prior written consent and will provide notice ten (10) days in advance for review prior to final editing or any such disclosure.

You shall not issue press releases or any public announcements without consulting with FFAR's Communication Department prior to these activities. You shall send to FFAR, through the Director of Communications listed below or such other contact as provided by FFAR from time to time, copies of all papers, manuscripts and other materials which You produce or publish that are related to this Grant.

FFAR Communications Contact
Madeleine O'Connor
Director of Communications
Phone: 202-624-0704
Email: moconnor@foundationfar.org

Grantee Communications Contact
Name:
Title:
Phone:
Email:

In all public statements concerning FFAR, You should refer to it by its full name: Foundation for Food and Agriculture Research. In all public statement concerning the Grantee, FFAR shall refer to You by your full name, [Grantee full legal name], and refer to the PI by his/her full name, [First name Last name, degree]. All publications, press releases, and documents about research that is funded by this Grant must include the following:

1. A specific acknowledgment of grant support from FFAR, such as: "Research reported in this [publication/press release] was supported by the Foundation for Food and Agriculture Research under award number [specific grant number(s) in this format: 2017xxxx]."
2. A disclaimer that says: "The content of this publication is solely the responsibility of the authors and does not necessarily represent the official views of the Foundation for Food and Agriculture Research."

ARTICLE XI – GRANTEE TAX STATUS

You represent that You are currently either (i) a tax-exempt organization described in Section 201(c)(3) of the Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section (a)(3)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to Us if You cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

ARTICLE XII – TERMINATION

The Grantee agrees that any use of the Grant funds for purposes other than those specified in Section 170(c)(2)(B) of the Code will terminate our obligation to make further payment under the Agreement that may otherwise be outstanding. Notwithstanding any other provisions of this Agreement, if the Grant is terminated pursuant to misuse of funds not specified in Section 170(c)(2)(B) of the Code, the Grantee shall refund the entire amount of the FFAR funds to Us.

This Agreement will be effective on the date of the last signature hereto and shall remain in effect until the expiration of the Grant Period, unless modified as expressly provided herein. Either the Grantee or FFAR may terminate this Agreement by providing written notice to the other of its intent to terminate, no later than sixty (60) days before the proposed effective date of such

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termination. If the Grant is terminated, You will immediately cease to expend any Grant funds and will return remaining funds in compliance with Section 2 above.

Notwithstanding the foregoing, at our sole option, We may terminate the Grant at any time by giving written notice if (i) You cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code; (ii) Your status as not a private foundation under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(b) organization is materially altered; or (iii) in Our sole judgement, You become unable to carry out the purposes of the Grant or fail to comply with any of the conditions of this Agreement.

If the Grant is terminated before the scheduled completion of the Grant Period, upon our request, You shall provide Us a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of such termination. Grantee shall refund all unexpended funds, but may retain funds in the amount of non-cancelable obligations related to the project and consistent with this Agreement that were incurred prior to the date of notice of termination and use such funds to satisfy such obligations.

ARTICLE XIII – LIMITATIONS; CHANGES; SEVERABILITY

You acknowledge and agree that We have no obligation to provide additional financial or other support to You for this Grant or for any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the Grant; or (ii) the approved proposal and accompanying documents to this Agreement must be made in writing and must be approved by FFAR and You by signature of the authorized representative of each.

Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. FFAR and its officers, directors, employees and agents shall not be responsible for any claims, damages, or liability arising out of Grantee's research performed using funds under this Grant Agreement. As between the Parties to this Grant Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant Agreement. To the extent not prohibited under the state and local laws which govern Grantee, You agree to indemnify and hold FFAR harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that FFAR may incur by reason of Grantee's negligent act or omission or breach of any of the provisions of this

Grant Agreement or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Agreement.

The invalidity in whole or in part of any term or condition of this Agreement or the terms of the Grant shall not affect the validity of the other terms and conditions

To the maximum extent possible, each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ARTICLE XIV – CHANGED CIRCUMSTANCES; REGULATORY ACTION

You shall promptly notify us in writing if there is any material change in circumstances that might affect your ability to carry out the activities of the approved Grant; You undergo a merger, division or other corporate reorganization; You become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency, or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the United States or State Attorney General or any other regulatory agency; or You receive notice of any litigation or legal action relating to the Grant, or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the Grant.

ARTICLE XV – NONTRANSFERABILITY; NO JOINT VENTURE

This Grant is not transferable except as expressly provided below. You may not assign or transfer your obligations under this Grant without the prior written approval of FFAR. If the PI separates from the Grantee, the Grant will be deemed to have been terminated pursuant to Section XII. The remainder of the current installment of the Grant, which is to be spent down in equal measure to the Grantee match, as provided above, will be returned to FFAR within ninety (90) days. The PI can petition FFAR to enter a separate agreement with his/her new employer and transfer the remainder of the current installment or any future installments to the new employer, which petition shall be considered and accepted or declined at the sole discretion of FFAR.

Nothing contained in this Agreement shall be construed in any manner to imply or create a relationship between FFAR and You as partners, joint ventures or agents. You shall not act in any manner as Our agent or representative and FFAR shall not act in any manner as Your agent or representative.

ARTICLE XVI – AUTHORITY; COMPLIANCE WITH APPLICABLE LAW

Grantee represents and warrants that it has full power and authority to execute, deliver and perform this Grant Agreement and that this Grant Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

Grantee shall be in full compliance with applicable federal, state, and local laws, regulations and ordinances, ethical standards, procedures of regulatory and oversight bodies, and institutional policies in performance of the Grant activities. These include but are not limited to Federal anti-

discrimination laws, conflict of interest standards, ethical requirements, institutional employment standards, and anti-terrorism laws.

ARTICLE XVII – DISPUTES; JURISDICTION

The Parties shall attempt to resolve any disputes arising out of or related to this Grant Agreement by mutual arrangement. The Parties agree that any disputes that are not so resolved shall be subject to resolution by the applicable laws.

This Grant Agreement shall be interpreted per the laws of the District of Columbia. The sole venue for any disputes shall be the District of Columbia.

ARTICLE XVIII - PROTECTION OF HUMAN SUBJECTS; USE OF LABORATORY ANIMALS; USE OF RECOMBINANT DNA

All FFAR projects involving human subjects must have approval from an Institutional Review Board (IRB), unless they qualify for an exemption from IRB review, before FFAR funds can be disbursed. If a proposed project involving human subjects is exempt from human subjects regulations [see 45 CFR 46.101(b)], the applicant must provide documentation that an IRB (or some authority other than the project director or key personnel) has declared the project exempt from the human subjects regulations. Documentation should include the specific category justifying the exemption.

Does the project involve use of human subjects? YES NO

If yes, provide the approved or pending approval date: _____ Check if exempted

All projects involving animal use must have approval from an Institutional Animal Care and Use Committee (IACUC), unless they qualify for an exemption from IACUC review, before FFAR funds can be disbursed. If a proposed project involving animal use is exempt from animal use regulations [see The Animal Welfare Act (AWA) (7 U.S.C. § 2131)], the applicant must provide documentation that an IACUC (or some authority other than the project director or key personnel) has declared the project exempt from the animal use regulations. Documentation should include the specific category justifying the exemption.

Does the project involve use of animal subjects? YES NO

If yes, provide the approved or pending approval date: _____ Check if exempted

When applicable, research on recombinant DNA should also be conducted in accordance with CDC/NIH Biosafety Guidelines ([Biosafety in Microbiological and Biomedical Laboratories](#)) and [NIH Guidelines for Research Involving Recombinant DNA](#).

Does the project involve Recombinant DNA? YES NO

If yes, provide the approved or pending approval date: _____ Check if exempted

Projects that will likely have a significant impact or anticipated individual cumulative effect on the quality of the environment will typically require preparation of an Environmental Assessment or an Environmental Impact Statement, unless categorically excluded from a detailed environmental analysis. Documentation should include the specific category justifying the exclusion.

Does the project require NEPA review? YES NO

If yes, provide the approved or pending approval date: _____ Check if categorically excluded.

If this Grant involves use of human subjects, laboratory animals, recombinant DNA, or require NEPA review, Grantee shall not expend any FFAR funds on such research until evidence of the requisite approval(s), including an approved protocol number, is submitted and accepted by FFAR.

ARTICLE XIX – NOTICE

Notices, requests, and approval under this Agreement must be written and delivered by mail or email.

FFAR contacts are:

FFAR Programmatic Contact

Name:

Title:

Phone:

Email:

FFAR Administrative Contact

Patrick Koroma-Tommy

Director of Grants Management

Phone: 202-836-9953

Email: pkoroma-tommy@foundationfar.org

Grantee contacts are:

Grantee Programmatic Contact

Name:

Title:

Phone:

Email:

Grantee Administrative Contact

Name:

Title:

Phone:

Email:

ARTICLE XX – GENERAL PROVISIONS

1. **Entire Agreement:** This Agreement, including Appendices, constitutes the entire agreement between the Parties, and supersedes any prior oral or written understanding or communications between the Parties relating to the subject matter hereof. No representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect. The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created herewith. Arrangement may be amended only by mutual written agreement of the Parties.
2. **Independent Entities:** Each of the Parties enter this Agreement solely on its own behalf, acting as an independent entity. Nothing in this Agreement shall create any other relationship between the Parties, including but not limited to agency, employment, or

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partnership. Each of the Parties shall bear its own costs and responsibility in the event of liability arising from this Grant, except that the Grantee shall indemnify and hold FFAR harmless for costs or liability arising from the Grantee's, or the PI's actions in breach of or violation of the terms of this Agreement.

3. **Survival:** All agreements relating to Confidentiality, Publication, and Data Sharing, Intellectual Property, and Public Reporting shall survive the expiration or termination of this Agreement and the expiration of the Grant Period. Each of the Parties' responsibilities and obligations thereunder shall remain in effect as applicable to achieve each provision's articulated meaning.
4. **Waiver:** The failure of either the Grantee, PI, or FFAR to enforce any term in this Agreement shall not be deemed a waiver of rights under this Agreement.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Grantor: Foundation for Food and Agriculture Research

Authorized Representative Name: Sally Rockey, Ph.D.

Title: Executive Director

Signature: _____ **Date:** _____

Grantee:

Authorized Representative Name:

Title:

Signature: _____ **Date:** _____

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