

# Sample Grant Agreement

This Agreement is between the Foundation for Food & Agriculture Research, the Grantor (hereinafter referred to as "FFAR," "We" or "Us") and [Grantee Legal Name] (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, named below, (hereinafter referred to as the - "PI") who will be responsible for the technical direction of the funded project. Grantee is responsible for all work to be performed under this Grant as submitted in Attachment A, including work by subcontractor(s) in Attachment A. 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:	[Funding Opportunity Name]
Grant ID:	[Grant ID]
Project Title:	[Project Title]
Principal Investigator:	[Prefix. First Name Last Name]
Period 1 Start Date:	[Month Day, Year]
Period 1 End Date:	[Month Day, Year]
Total FFAR Award:	[\$XXX,XXX.XX]
Total Matching Funds:	[\$XXX,XXX.XX]
Total Award Amount:	[\$XXX,XXX.XX]
Entire Grant Period:	[Month Day, Year through Month Day, Year]

### FFAR Details

Authorized Representative:	[Prefix. First Name Last Name]
Title:	[Title]
Address:	[Street Address, City, State Zip Code]
Phone and E-mail:	[Phone; <a href="#">Email</a> ]
Scientific Program Director:	[Prefix. First Name Last Name]
Phone and E-mail:	[Phone; <a href="#">Email</a> ]
Director of Grants Management:	[Prefix. First Name Last Name]
Phone and E-mail:	[Phone; <a href="#">Email</a> ]



## Grantee Details

Legal Name: [Grantee Legal Name]  
Address: [Street Address, City, State Zip Code]  
Authorized Representative: [Prefix. First Name Last Name]  
Title: [Title]  
Phone and E-mail: [Phone; [Email](#)]

Section I	Grant Terms and Conditions
Attachment A	Proposal
Attachment B	Matching Fund Certification Form
Attachment C	Matching Funder Form
Attachment D	Representations & Certifications
Attachment E	Wire Transfer Enrollment Form
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## Article – Purpose & 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 proposal, the budget, and the Payment Schedule without the written amendment signed by the authorized representative of each Party.

## Article II – Grant Period

This Agreement will be effective for the entire Grant period set out on the Grant Information Summary of the Agreement. The Grant funds may not be used for any expenses or other costs of activities incurred prior to the Start Date of the Entire Grant Period of this Agreement.

## Article III – Grant Amount & Payment Schedule

FFAR will pay You up to the total grant amount summarized 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 Wire Transfer Enrollment Form (Attachment E). 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 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, and indirect cost will not exceed ten percent (10% of the total project funds).

FFAR will pay You a total of [\$XXX,XXX,XX over three (X) years]. The Grantee will secure an additional [\$XXX,XXX.XX] as the required matching funds (described more fully below). Payments are subject to Your compliance with this Agreement and the FFAR approval of any applicable targets, milestones, and reporting deliverables required under this Agreement. 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 requirements and certification of matching funds for the subsequent payment period. If



FFAR reasonably determines that You: (i) have not achieved the applicable targets, milestones, and reporting deliverables required under this Agreement, (ii) have not satisfactorily made progress towards the goals, or (iii) have not received the matching funds, then FFAR may not pay the award amounts for subsequent years of the award.

FFAR funds in the amount of [\$XXX,XXX.XX] and committed Grantee non-federal matching funds of [\$XXX,XXX.XX] for a total of [\$XXX,XXX.XX] are allocated for work to be performed under the 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] paid on or before the tenth business-day following a fully executed Agreement;
2. [\$XXX,XXX.XX] paid on or before the tenth business day after the Year 1 annual reporting requirements are approved; and
3. [\$XXX,XXX.XX] paid on or before the tenth business day after the Year 2 annual reporting requirements are approved.

Grant funds shall be used solely for the activities set out in the Grant proposal (Attachment A) application. Interest, if any, 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 as defined in 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 Article XIV 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 purpose or items allocable to the period of time after the effective date of such termination, unless those costs are for non-cancellable obligations 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 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 Article VI. Grantee shall be responsible for any and all expenses in excess of the amounts received from FFAR under this Grant.

## Article VI – Reporting

Performance of the work in Attachment A under this Agreement is under the technical direction of the individual identified as Principal Investigator on the Grant Information Summary 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 or termination of the Grant pursuant to Article XIV Award Termination" below. For annual or final progress report to be considered "approved," it must demonstrate meaningful progress against the targets or milestones for the reporting period, the determination of which should be made in good faith by FFAR. 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. Any such changes shall be made in accordance with an amendment signed by the authorized representatives of each Party.

You agree to also provide 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 within 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 end of the Grant Period. Grantee agrees to retain all progress and

financial reports in their files for three (3) years after the End Date of the Grant Period. The reporting schedule is as follows:

<b>REPORT NAME/TYPE</b>	<b>DUE DATE</b>
Annual Scientific Progress Report	30 days prior to next annual tranche disbursement
Annual Financial Status Report	30 days prior to next annual tranche disbursement
Final Scientific Progress Report	Within 90 days of Grant End or Termination Date
Final Financial Status Report	Within 90 days of Grant End or Termination Date
Final Invention Report and Certification	Within 90 days of Grant End or Termination Date
Final Equipment and Inventory Report	Within 90 days of Grant End or Termination Date

At FFAR expense, and upon advance written notice to Grantee, 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. All visits to Grantee's property will be in accordance with Grantee's visitation policies, rules and procedures, a copy of which will be provided to FFAR.

## Article VII – Confidentiality

1. For a period of five (5) years after disclosure of any Confidential Information, as defined in this Article, in the performance of the Agreement, the receiving Party shall:
  - a. refrain from the use of Confidential Information except for the performance of its obligations or exercise of its rights under this Agreement; and
  - b. treat Confidential Information as if it were its own proprietary information and shall not, without the disclosing Party's prior written consent, disclose it to any third-party other than its affiliates or consultants subject to the same obligations of confidentiality as set out in this Agreement.
2. The receiving Party's obligations with respect to Confidential Information above shall not apply where such Confidential Information is disclosed to comply with the



requirements of any law, governmental order (including a court order) or regulation. Disclosure of Confidential Information pursuant to this section shall be limited to information which is required to be disclosed by the relevant court, agency or other competent authority and FFAR will use its best efforts to assure confidential treatment is accorded any Confidential Information so disclosed.

3. As used in this Grant, "Confidential Information" means information which the disclosing Party considers to be confidential or proprietary in nature and which is provided to the other Party in a written document (electronic or paper) marked as confidential (or with other conspicuous legend); provided, however, that Confidential Information will not include:
  - a. information which is generally known by the public at large at the time of disclosure, or has come within the public domain through no fault or action of the receiving Party;
  - b. information that was known to the receiving Party on the date of or prior to its disclosure hereunder; or
  - c. information which becomes rightfully available to FFAR on a non-confidential basis from any third party.

## Article VIII – Accounting & 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 three (3) years after the termination or expiration of the Grant Period. You agree to provide FFAR with copies of such documents promptly upon FFAR's request and to make Your books and records available for inspection by Us upon reasonable advanced request during normal business hours. At our expense, we may audit or have audited Your Grant books and records, and You shall provide all reasonable and necessary assistance in connection therewith in a timely manner. If prior to the end of the three (3) year period, any audit or proceeding begins for which the records might reasonably be required, USB must keep the records until all issues are resolved.



## Article IX – Publication & 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, Grantee will make a good-faith effort to publish all data and information pertaining to this Grant, in accordance with academic standards. To the extent practicable, such publications will be in peer-reviewed journals to maximize their use by the academic community and researchers in the applicable field of study. To that end, You agree to make a good-faith effort to publish the results of the Grant 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. Prior to publication, the publishing Party will provide the other Party with a 30-day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of confidential information. Publication may be delayed an additional 60 days for seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the goals and priorities of each Party. The publishing Party shall reasonably and in good faith consider the recommendations of the other Party as to the content of the proposed publication. 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 that ensures results and data from the Grant 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 under this Grant, agents, and affiliates, as appropriate likewise seek prompt publication of any Grant developments consisting of data and results.

You certify to the best of your knowledge at the time of entering this Agreement, the material(s) produced by You under this Grant will be original and not knowingly infringe upon any other right of any third party.

## Article X – Intellectual Property

“Intellectual Property” means all intellectual property, including without limitation, electronic or otherwise, which is copyrightable or patentable under US copyright or patent law.

“Project IP” or “Project Intellectual Property” means all Intellectual Property that is first authored, invented, discovered, created or conceived and reduced to practice in the performance of the Grant.



“Joint IP” means Project IP made or authored jointly by employees of both Grantee and FFAR.

Title to any Project IP made or authored solely by employees of Grantee vests in Grantee, and title to any Joint IP vests jointly in Grantee and FFAR.

Grantee shall promptly disclose to FFAR all Project IP in sufficient detail as to allow FFAR’s review (“Invention Disclosure”). Any such Invention Disclosure shall be considered Grantee’s confidential information, and FFAR will maintain such disclosures as confidential per the terms of the separate nondisclosure agreement between the Parties.

For patentable Project IP conceived under this Agreement, Grantee will own any corresponding patent rights under 35 USC 261 (or 35 USC 262 if Joint IP). In the case of Joint IP, neither Party owning rights to such Joint IP will have any obligation of accounting to the other Party.

For copyrightable Project IP created under this Agreement, Grantee will solely own any corresponding copyrights under 17 USC 201 with no obligation of accounting FFAR.

## Article XI – License to Intellectual Property Rights

Notwithstanding the foregoing, and in consideration of Grantee’s receipt of Grantor’s funding of this Grant, Grantee shall grant to FFAR a nonexclusive, non-commercial, non-transferable, non-sub-licensable, worldwide, royalty-free, fully paid up license to Grantee’s rights in Project IP for FFAR’s internal research purposes. With regard to copyrightable Project IP, Grantee shall grant to FFAR a license to use, in print or electronic form, including electronic databases or in any future form not yet discovered or implemented, all copyrighted Project IP and to authorize others to use such copyrighted works for non-commercial and educational purposes.

## Article XII – Public Reporting

FFAR will report the Grant in its next annual report. Subject to Article XII.B., 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, subject to Article XII.B. and the publication requirements and



restrictions provided in Article IX, 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, 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. Except as required by applicable laws or regulations, neither Party 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 publish that are related to this Grant.

FFAR Press Contact

Name:  
Title:  
Phone:  
Email:

Grantee Press Contact

Name:  
Title:  
Phone:  
Email:

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

A specific acknowledgment of grant support from FFAR, such as: "Research reported in this [publication/press release] was supported by the Foundation for Food & Agriculture Research under award number – Grant ID: [123456]."

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 & Agriculture Research."



Any FFAR publication referring to the results of this grant shall be worded as not to imply endorsement by Grantee of a specific product or producer and shall reflect credit on Grantee, its personnel and activities under this Agreement, in a manner consistent with academic publication standards.

## Article XIII – Grantee Tax Status

You represent that You are currently either (i) a tax-exempt organization described in Section 501(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 XIV – 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 give the Grantor the right to terminate the 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 reimburse Grantor for the misused funds and any funds that have been received from Grantor but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable obligations; provided, that Grantee shall use its good faith efforts to mitigate and minimize any non-cancelable obligations.

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 Party may terminate this Agreement with or without cause 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 termination. If the Grant is terminated without cause, Grantee shall reimburse Grantor any funds that have been received from Grantor but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable



obligations; provided, that Grantee shall use its good faith efforts to mitigate and minimize any non-cancelable obligations and cease to expend Grant funds after the date of termination.

Notwithstanding the foregoing, 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; or (iv) as provided in the next paragraph.

If the PI separates from the Grantee, then Grantee may propose an alternative PI. If the alternative PI is not available or is not acceptable to FFAR, then this Grant shall be terminated without cause pursuant to this Article XIV. If an alternative PI is not approved by FFAR, then the original 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.

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 incurred costs and 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 XV – 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 makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the research, or the condition, ownership, merchantability, or fitness for a particular purpose of the research results or any intellectual property or that the use of any intellectual property or research results will not knowingly infringe any intellectual property right of a third party.

To the extent allowed under the constitution and state and local laws which govern Grantee, You agree to indemnify, defend, and hold harmless FFAR and its officers, directors, employees and agents against all claims, proceedings, demands, liabilities, or expenses (including reasonable attorney's fees) for injury or damages to persons or property arising out of the Grantee's performance or failure to perform under this Agreement, and to the extent that such loss, claim, damage or other liability arises in whole or in part from the negligence of Grantee.

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 XVI – Changed Circumstances; Regulatory Action**

You shall notify us in writing if there is any material change in circumstances that prevents You from carrying 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 XVII – Non-transferability; No Joint Venture

This Grant is not transferable except as expressly provided below. Neither Party may assign or transfer its obligations under this Grant without the prior written approval of the other Party; provided, however, that FFAR may assign this Grant and its obligations to an affiliate or successor to FFAR without the consent of Grantee.

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. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

## Article XVIII – Authority; Compliance with Applicable Law

The Parties represent that they have 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.

The Parties shall be in full compliance with applicable federal, state, and local laws, regulations and ordinances, ethical standards, procedures of regulatory and oversight bodies, and Grantee's 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 XIX – Disputes; Jurisdiction

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



## Article XX – 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 XXI – Notice

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

FFAR contacts:

FFAR Programmatic Contact

Name:

Title:

Phone:

Email:

FFAR Administrative Contact

Name:

Title:

Phone:

Email:

Grantee contacts:

Grantee Programmatic Contact

Name:

Title:

Phone:

Email:

Grantee Administrative Contact

Name:

Title:

Phone:

Email:

## Article XXII – Export Administration

Grantee is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. Each Party will comply with applicable U.S. export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended. This section survives any termination of this Agreement.

## Article XXIII – Force Majeure

If either Party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than 30 days.

## Article XXIV– 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 partnership.



**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 & Agriculture Research

**Authorized Representative Name:** [Prefix. First Name Last Name]

**Title:** [Title]

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Grantee:** [Grantee Legal Name]

**Authorized Representative Name:** [Prefix. First Name Last Name]

**Title:** [Title]

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_