**GRANT AGREEMENT**

This Grant Agreement (the “Agreement”), is between the Foundation for Food & Agriculture Research, the Grantor (hereinafter referred to as “FFAR,”, “Our”, “We” or “Us”) and [Grantee Legal Name] (hereinafter referred to as “Grantee,” “You”, or “Your”). 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 the project, including work by subcontractor(s), described in Attachment A (hereof the “Project” or “Grant”). 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]

Year 1 Start Date: [Month Day, Year]

Year 1 End Date: [Month Day, Year]

Total FFAR Award: [$XXX,XXX.XX]

Total Matching Funds: [$XXX,XXX.XX]

Total Award Amount: [$XXX,XXX.XX]

Grant Period: «Request\_Project\_Start\_Date» through «Request\_Project\_End\_Date»

FFAR DETAILS

Authorized Representative: Dr. Saharah Moon Chapotin

Title: Executive Director

Address: 401 9th St. NW Ste 730

 Washington DC 20004

Main Office Phone: 202-626-0700

Scientific Program Director: [Prefix. First Name Last Name] Phone and E-mail: [Phone; Email]

E-mail: [Email]

Director of Grants Management: Ms. Magda Galindo

Phone and E-mail: 202-725-5395; mgalindo@foundationfar.org

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 Funds Certification

Attachment C Matching Details Form

Attachment D Representations and Certifications

Attachment E Grantee Wire Transfer Enrollment Form

Attachment F 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) 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; and (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 Grantee’s authorized representative.

**ARTICLE II – GRANT PERIOD**

This Agreement will be effective for the Grant Period set out on the Grant Information Summary of the Agreement. At Grantee’s own risk and subject to FFAR's written approval, Grant funds may be used up to 90 days prior to the first day of the Grant Period of this Agreement.

**ARTICLE III – GRANT AMOUNT AND PAYMENT SCHEDULE**

FFAR will pay You up to the Total FFAR Amount summarized in the Payment Schedule below in accordance with the payment information You provided in the Wire Transfer Enrollment Form (Attachment E). Allowable indirect cost (IDC) on all FFAR awards cannot exceed ten percent (10%) of the Total Award Amount. 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 Award Amount must be spent directly on the awarded project. Upon request, FFAR can reduce the IDC of a project or sub-award to any rate below 10 percent (10%) provided that the IDC of matching funds is never lower than the IDC charged to FFAR funds.

FFAR funds in the amount of $«Request\_Budget\_Total\_FFAR\_Funds» and committed Grantee non-federal matching funds of $«Request\_Budget\_Total\_Match» (of which $XXXXXX will be sent directly to FFAR for Grantee disbursement) for a total of $«Request\_Budget\_Total\_Request» are allocated for work to be performed under the Grant. 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 and approval 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 will pay You a total of $[«Request\_Budget\_Total\_FFAR\_Funds» over «Request\_Project\_Duration» months]** (the “Total FFAR Award”). The Grantee will secure an additional $[«Request\_Budget\_Total\_Match»] as the required 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. [$XXX,XXX.XX] paid on or before 30 days following a fully executed Agreement;
2. [$XXX,XXX.XX] paid on or before 15 days after the Year 1 annual reporting requirements are approved;
3. [$XXX,XXX.XX] paid on or before 15 days after the Year 2 annual reporting requirements are approved;
4. $«Request\_Budget\_Y4\_FFAR» paid on or before 15 days after the Year 3 annual reporting requirements are approved; and
5. $«Request\_Budget\_Y5\_FFAR» paid on or before 15 days after the Year 4 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. You shall promptly repay any portion of the Grant funds which for any reason are not used exclusively for the charitable purposes of the Grant consistent with the terms of this Agreement. After the end of the Grant Period (as set forth above) or any approved extension thereof, the Grantee and FFAR will discuss the appropriate use of unspent Grant funds, if any. If We terminate the Grant pursuant to Article XIV hereof, You shall repay within ninety (90) 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 obligation that were reasonably incurred for the project purpose, prior to receipt of a notice to terminate.
5. 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 all expenses more than 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 Director of Grants Management 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 annual period end date of the report against the approved annual period line-item budget. If any given line item varies more than twenty-five percent (25%) from the proposed annual budget in that reporting period, You shall provide a re-budget request and 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 after each annual funding period. 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:

|  |  |
| --- | --- |
| **REPORT NAME/TYPE** | **DUE DATE** |
| Annual Scientific and Financial Progress Report | 30 days after each annual funding period |
| Final Scientific and Financial Progress Report | Within 90 days of Grant Period End or Termination Date |
| Final Invention Report and Certification | Within 90 days of Grant Period End or Termination Date |
| Final Equipment and Inventory Report | Within 90 days of Grant Period End or Termination Date |

At FFAR expense, mutually agreeable times, and upon at least 14 business days in 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:
	1. refrain from the use of Confidential Information except for the performance of its obligations or exercise of its rights under this Agreement; and
	2. 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 Article shall be limited to information which is required to be disclosed by the relevant court, agency or other competent authority and the receiving Party will use its reasonable 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 (i) which is provided to the receiving Party in a written document (electronic or paper) marked as confidential (or with other conspicuous legend) or (ii) which is disclosed orally or visually, if the disclosing Party identifies such information as confidential or proprietary at the time of disclosure and, within 30 days of such disclosure, delivers to the receiving Party a written notice summarizing the confidential information disclosed; provided, however, that Confidential Information will not include:
4. 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 improper action of the receiving Party;
5. information that was known to the receiving Party on the date of or prior to its disclosure hereunder;
6. information which becomes rightfully available to the receiving Party on a non-confidential basis from any third party; or
7. information developed independently by the receiving Party.

**ARTICLE VIII – ACCOUNTING AND AUDIT**

Grantee will show the Grant funds and if applicable, associated matching funds separately on its books in a segregated 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, Grantee must keep the records until all issues are resolved.

**ARTICLE IX – 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, 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 submit the results for publication later than twenty-four (24) months after the end date of the Grant Period, 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 up to 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 to 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 research results 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**

1. “Intellectual Property” means all intellectual property, including without limitation, electronic or otherwise, which is copyrightable or patentable under US copyright or patent law.
2. “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.
3. “Joint IP” means Project IP conceived and reduced to practice or authored jointly by employees of both Grantee and FFAR.
4. Title to any Project IP conceived and reduced to practice or authored solely by employees of Grantee vests in Grantee, and title to any Joint IP vests jointly in Grantee and FFAR.
5. For patentable Project IP, Grantee will own any corresponding patent rights under 35 U.S.C. § 261 (or 35 U.S.C. § 262 if Joint IP). In the case of Joint IP, neither Party owning rights to such Joint IP has any obligation of accounting to the other Party.
6. For copyrightable Project IP, Grantee will solely own any corresponding copyrights under 17 U.S.C. § 201 with no obligation of accounting to FFAR.

**ARTICLE XI – RIGHTS TO INTELLECTUAL PROPERTY**

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 evaluation 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 for noncommercial and educational purposes.

**ARTICLE XII – PUBLIC REPORTING**

1. Public announcements regarding this grant are considered private and embargoed until the date and time FFAR schedules a press release or other public statement announcing the grant. A member of the FFAR communications team will coordinate directly with the Grantee’s communications point of contact to coordinate outreach efforts and determine an announcement date. Such limitations shall not preclude Grantee from including FFAR’s name, the Project Title, Principal Investigator, Grant Period, and Total Award Amount in its publicly available listing of sponsored projects.
2. Neither Party shall use the other Party’s name, trademarks or other logos in any publicity, advertising, news release, publication or public presentation, without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation without written permission from the other Party. THE DISCLOSING PARTY SHALL PROMPTLY INFORM THE OTHER PARTY’S PRESS CONTACT OF ANY PUBLIC STATEMENTS THAT CONCERN THE SUBJECT OF THIS AGREEMENT.

FFAR Press Contact

Name: Sarah Goldberg

Title: Director of Communications and Legislative Affairs

Phone: 202-624-0704

Email: sgoldberg@foundationfar.org

Grantee Press Contact

Name:

Title:

Phone:

Email:

1. To use FFAR’s name or logo in any public communications materials, including but not limited to: press releases, web pages, slides, videos, etc., contact the FFAR communications press contact in advance of publication to obtain written permission and a high resolution version of the FFAR logo. Likewise, FFAR will reach out to the Grantee’s press contact to obtain written permission before sending out any public announcements.
2. Any public communications should reflect FFAR’s role as a funder of this project; however, there should be no explicit or implicit reference that FFAR is promoting or endorsing any specific product or technology for profit or otherwise.

All public announcements about this Grant should initially reference Our organization by its full name: The Foundation for Food & Agriculture Research. Subsequent references to the organization may refer to Our acronym: FFAR. In all public statements concerning the Grantee, FFAR shall refer to You by Your full name, «Org\_Legal\_Name», and refer to the Pl by their full name, Dr. «Contact\_Name\_Full».

All publications, press releases, and documents about research that is funded by this Grant must include 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 – Grant ID: «Request\_Reference\_Number»”.

Any FFAR publication referring to the results of this Grant shall be worded as not to imply endorsement by FFAR 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 509(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), Section 115, 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), Section 115, 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 as of the first day of the Grant Period 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; or (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), Section 115, 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 upon written notice 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 their 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;** **INDEMNIFICATION; 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 conducted under this Grant, 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 Agreement. As between the Parties to this Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant.

You agree to indemnify, defend, and hold FFAR and its officers, directors, employees, consultants, and agents (“FFAR Indemnitees”) harmless from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys’ fees and expenses) (collectively, “Claims”) arising from, in connection with, or caused by (i) any act, omission, negligence, or intentional misconduct of Grantee in its performance of this Agreement or any breach of this Agreement or (ii) any alleged or actual claim that Grantee’s conduct or activity under this Agreement infringes any intellectual property right of any third party. A FFAR Indemnitee may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state, or local laws.

Neither Party shall be liable for any negligent or wrongful acts or omissions of the employees, officers, or agents of the other Party, unless such liability is imposed by law.

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 – NONTRANSFERABILITY; NO JOINT VENTURE**

This Grant is not transferable except as expressly provided below. Neither Party may assign, subcontract, 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 expended. Projects pending IRB approval cannot start until IRB approval is obtained. 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

If exempted, please give the category or categories of the exemption: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 expended. Projects pending IACUC approval cannot start until IACUC approval is obtained. 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

If exempted, please give the category or categories of the exemption: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

When applicable, research on recombinant DNA should also be conducted in accordance with CDC/NIH Biosafety Guidelines ([Biosafety in Microbiological and Biomedical Laboratories](https://www.cdc.gov/biosafety/publications/bmbl5/)) and [NIH Guidelines for Research Involving Recombinant DNA](http://osp.od.nih.gov/office-biotechnology-activities/biosafety/nih-guidelines). Projects pending approval for research on recombinant DNA cannot start until approval is obtained.

Does the project involve Recombinant DNA? □ YES □ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_\_\_\_\_\_\_\_

Check □ if exempted

If exempted, please give the category or categories of the exemption: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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. Projects pending NEPA approval cannot start until NEPA approval is obtained.

Does the project require NEPA review? □ YES □ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check □ if categorically excluded.

If excluded, please give the category or categories of the exclusion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 are:

FFAR Programmatic Contact

Name:

Title:

Phone:

Email:

FFAR Administrative Contact

Name: Magda Galindo

Title: Director of Grants Management

Phone: 202-725-5395

Email: mgalindo@foundationfar.org

Grantee contacts are:

Grantee Programmatic Contact

Name: «Contact\_Name\_Full»

Title:

Phone:

Email:

Grantee Administrative Contact

Name:

Title:

Phone:

Email:

**ARTICLE XXII – EXPORT ADMINISTRATION**

The Parties are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and confirms 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. If either Party intends to transmit information to the other that the disclosing Party determines to be export controlled, the disclosing Party must identify and label the information as export controlled specifying which authority (EAR or ITAR) governs the restriction and providing the Export Control Classification Number(s) (ECCN) for all information restricted under the EAR. The receiving Party reserves the right to elect not to receive export controlled information. If the receiving Party chooses instead to accept export controlled information, then a plan for receipt, use, and dissemination of such export controlled information must be developed and agreed to by the Authorized Organization Representative of the receiving Party prior to such disclosure. The Principal Investigator or other scientific or technical contact of the receiving Party may not elect, and does not have the authority to elect, to receive export controlled information without the approval of the Authorized Organization Representative. 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, pandemic, 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, unless otherwise agreed between the Parties.

**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. This Agreement 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, or FFAR to enforce any term in this Agreement shall not be deemed a waiver of rights under this Agreement.
5. **Counterparts:** Except as may be prohibited by applicable laws or regulations, 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.

The remainder of this page is intentionally left blank.

Signatures are on the next page.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the dates set forth below.

**Grantee:** «Org\_Legal\_Name»

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

**Title:** [Title]

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

**Grantor:** Foundation for Food & Agriculture Research

**Authorized Representative Name:** Dr. Saharah Moon Chapotin

**Title:** Executive Director

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