

Grant Agreement

This Grant Agreement ("Agreement") is made and entered into, by and between the Foundation for Food & Agriculture Research ("FFAR") and «Grantee Legal Name» ("Grantee" and, together with FFAR, the "Parties" and each a "Party").

WHEREAS FFAR was established by Section 7601 of the Agricultural Act of 2014, Pub. L. 113-79 to

1. 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:
 - a. plant health, production, and plant products;
 - b. animal health, production, and products;
 - c. food safety, nutrition, and health;
 - d. renewable energy, natural resources, and the environment;
 - e. agricultural and food security;
 - f. agriculture systems and technology; and
 - g. agriculture economics and rural communities; and
2. 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.

WHEREAS Grantee applied for funding to FFAR titled «Project Title» ("Grantee's Application" attached hereto as "Attachment A" and incorporated by referenced herein), and FFAR selected Grantee's Application for funding pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Obligations of Grantee.

- a. **Purpose.** Grantee's Application is hereby incorporated into this Agreement by reference and made a part of this Agreement. If there is any conflict between the terms of Grantee's Application and the terms of this Agreement, the terms of this Agreement will control. Grantee shall use funds made available by FFAR under this Agreement ("FFAR Funds"), matching partner funds provided directly to FFAR from the matching partner ("Matching Transect Funds") (if applicable, as set forth in Exhibit 1), and the Matching Funds (as that term is used in Exhibit 1), if applicable, (FFAR Funds, Matching Transect Funds and Matching Funds shall be referred to collectively herein as "Total Funds") only

for the project set forth in Grantee's Application ("Project"), in accordance with and for the purposes set forth in Exhibit 1, and in compliance with all terms set forth in this Agreement. Interest, if any, earned on all FFAR Funds and Matching Transect Funds shall be applied toward direct Project costs. Upon FFAR's request and in every financial report, Grantee shall provide FFAR with an accounting of the amount of interest accrued and how the amount is spent. Any interest not applied toward direct Project costs must be returned to FFAR at the end of the Grant Period.

- b. **Principal Investigator.** The principal investigator, «PI full name» ("PI") shall directly supervise the conduct of the Project. Grantee shall hold the PI accountable. If, for any reason, the PI ceases to work on the Project, Grantee shall notify FFAR, and FFAR will either approve the successor before further funding is provided, or terminate the Agreement as set forth in Section 9.
- c. **Matching Funds.**
- i. If Matching Funds are set forth in Exhibit 1, Grantee represents and warrants that Grantee has obtained Matching Funds in the total amount set forth in Exhibit 1 and will expend the Matching Funds in furtherance of the Project.
 - ii. Prior to disbursement of award funds, Grantee shall submit to FFAR a matching funds certification (attached hereto as Attachment B) and matching details (attached hereto as Attachment C), each in the form provided by FFAR, signed by Grantee's chief financial officer or equivalent officer of Grantee with authority to bind the Grantee (who shall not be the PI) ("Grantee Authorized Officer").
 - iii. On an annual basis, along with all Annual Progress Reports, Grantee shall submit an annual match recertification form signed by Grantee Authorized Officer and matching details form(s) (signed by each matching partner), each in the forms provided by FFAR.
 - iv. FFAR's continued provision of FFAR Funds to Grantee is contingent upon Grantee's timely submission of each annual match recertification form, together with each matching details form, and Grantee receiving the Matching Funds in the total amount set forth in Exhibit 1. If Grantee is obtaining matching funds from a third party and Grantee does not receive the Matching Funds from the third party in the total amount set forth in Exhibit 1, FFAR may, upon notice, require Grantee to provide the Matching Funds itself, which Grantee shall provide within thirty (30) days of such notice.
 - v. To constitute a valid match, all Matching Funds committed under this Agreement must be expended in furtherance of the Project during the Grant Period (as that term is used in Exhibit 1). If sub-award(s) are applicable, Grantee is responsible for making sure that sub-awardees comply with the terms and conditions of this Agreement and fulfill any match commitments made in the Budget (as that term is defined in Section 1.d.).

d. **Budget.** Grantee must adhere to the specific line items in the Project budget that is labeled Exhibit 2 and that accompanies this Agreement (the "Budget"). The Budget is hereby incorporated into this Agreement by reference and made a part of this Agreement. Categorical revisions to the Budget in excess of twenty-five percent (25%) of any Budget category require Grantee's written justification and FFAR's written approval. If Grantee's written justification is not acceptable to FFAR, the Budget will not be revised. Grantee shall be responsible for all costs and expenses in excess of the sum of the Total Funds set forth in Exhibit 1. In the event Grantee receives and expends Matching Funds in excess of the amounts set forth on Exhibit 1, Grantee shall certify such excess to FFAR in a form acceptable to FFAR.

e. **Accounting & Audit.**

- i. Grantee will maintain accurate records of the use of the Total Funds, and of the receipt and use of any Matching Funds, and will promptly provide to FFAR such records and other information, Reports (as that term is defined in Section 1.h.) and documents related to the Project or the use of the Total Funds as FFAR may request. Grantee will show the Total Funds separately on its books in a segregated account. Grantee will maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of this Agreement and shall retain all substantiating documents (such as bills, invoices, cancelled checks, and receipts) in Grantee's files for at least three (3) years after the termination or expiration of this Agreement. Grantee agrees to provide FFAR with copies of such systematic accounting records and all substantiating documents promptly upon FFAR's request and to make Grantee's books and records available for inspection upon FFAR's reasonable advance request during normal business hours. FFAR may audit or have audited Grantee's books and records, and Grantee 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.
- ii. Upon reasonable advance written notice to Grantee, FFAR may conduct an evaluation of operations undertaken pursuant to this Agreement, which may include visits by FFAR representatives to observe Grantee program procedures and operations, and to discuss this Agreement and operations undertaken pursuant to this Agreement with Grantee 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.

- f. **Personnel & Facilities.** Grantee shall make available such qualified personnel and physical facilities services as may be required to carry out the terms of this Agreement.
- g. **Changes.** Material changes to the Project, including but not limited to changes to the Total Funds, require FFAR's advance written approval. FFAR has no obligation to provide additional financial or other support to Grantee for this Project or Agreement, or for any other purposes. Any changes, additions or deletions to
- i. the terms and conditions of this Agreement; or
 - ii. the approved proposal and accompanying documents to this Agreement must be made in writing and must be approved by FFAR, in its sole discretion.
- h. **Reports.** Grantee shall prepare and submit to FFAR the below progress reports (the "Reports") by the deadlines set forth below:

Report Name/Type	Due Date
Annual Progress Report	
Annual Narrative, Indicator and Financial Update Progress Reports	No later than 30 days after the end of each annual funding period
Final Progress Report	
Final Narrative, Indicator and Financial Progress Report	No later than 90 days after the end of the Grant Period or the date of termination of this Agreement
Final Invention Report and Certification	No later than 90 days after the end of the Grant Period or the date of termination of this Agreement

FFAR's continued provision of FFAR Funds and Match Transect Funds, if applicable, to Grantee is contingent upon Grantee's timely submission of Reports using forms provided by FFAR and appropriate progress on the Project's goals and objectives. Grantee's failure to timely submit Reports using forms provided by FFAR or make appropriate progress on the Project goals and objectives shall be a material breach of this Agreement. If Grantee fails to submit Reports timely in accordance with this Section 1(h) using forms provided by FFAR or make appropriate progress on the Project timeline, then FFAR, in its sole discretion, may:

- i. elect to receive a refund of FFAR Funds;
- ii. refrain from making further payments of FFAR Funds to Grantee; and/or
- iii. terminate this Agreement pursuant to Section 9.c.

Such rights and remedies of FFAR are in addition to, and do not replace or limit, any other rights and remedies provided by law or under this Agreement. FFAR will provide Grantee with forms for the Reports, and Grantee will submit its completed Reports to

FFAR via FFAR's online grant management portal. Grantee shall clearly label all Confidential Information (as that term is defined in Section 7.a.) in the Reports. The Reports shall include a lay interpretation of the progress of the Project, suitable for public release by FFAR, which lay interpretation shall not contain any Confidential Information. Upon Project completion or the termination of this Agreement prior to Project completion, Grantee shall provide a Final Progress Report, which shall include all expenditures under this Agreement, to FFAR. Grantee agrees to retain all Reports in Grantee's files for at least three (3) years after the end date of the Grant Period.

- i. **Unexpended Funds.** Upon expiration or termination of this Agreement, any unexpended FFAR Funds shall immediately be returned to FFAR, unless the Parties have mutually agreed in writing to an alternative use of such FFAR Funds.
- j. **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)), Grantee 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. 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)), Grantee 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. 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. Projects pending approval for research on recombinant DNA cannot start until approval is obtained. 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 National Environmental Policy Act ("NEPA") (42 U.S.C. Chapter 55) approval cannot start until NEPA approval is obtained. If the Project involves use of human subjects, laboratory

animals, or recombinant DNA, or requires 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 to and accepted by FFAR.

k. Additional Obligations.

- i. Grantee shall comply, over the course of the Grant Period, with the terms and conditions of this Agreement and all applicable federal, state and local laws, regulations and executive orders.
- ii. Grantee shall conduct the Project with the highest standard of ethical behavior and academic integrity, consistent with Grantee's academic and research integrity policies. Grantee certifies that the research results will be original and not knowingly infringe upon any right of any third party. Grantee shall report all allegations of academic and research misconduct related to the Project to FFAR, investigate such allegations consistent with Grantee policies, and report the results of such investigation to FFAR.
- iii. Grantee agrees to assume the sole responsibility for the research conducted under this Agreement, 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 this Agreement.
- iv. Grantee shall notify FFAR in writing if there is any material change in circumstances that prevents Grantee from carrying out the activities under this Agreement; Grantee undergoes a merger, division or other corporate reorganization; Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency, or makes an assignment for the benefit of creditors; Grantee becomes subject to an investigation or proceeding brought by the United States or a State Attorney General or any other regulatory agency; or Grantee receives notice of any litigation or legal action relating to this Agreement, or is served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to this Agreement.

2. Obligations of FFAR.

- a. FFAR Funds. In connection with the Project, FFAR will pay up to the sum of the FFAR Funds, and Matching Transect Funds, if any, set forth in Exhibit 1, contingent upon Grantee's continued compliance with the terms and conditions of this Agreement. FFAR shall have no obligation to pay Matching Transect Funds unless and until such funds are received by FFAR. FFAR will pay in installments beginning upon execution of this Agreement and receipt of Grantee's W-9 (attached hereto as Attachment F), according

to the payment schedule set forth in Exhibit 1 and the payment information provided by Grantee in the Wire Transfer Enrollment Form provided by FFAR (attached hereto as Attachment E). FFAR's continued provision of FFAR Funds to Grantee is contingent upon Grantee's timely submission of a Report prior to each payment; Grantee making appropriate progress on the Project timeline; Grantee's compliance with the terms of this Agreement; FFAR's approval of targets, milestones, and Reports; and FFAR's receipt of adequate funding. If Grantee fails to comply with any of the requirements in the preceding sentence, FFAR, in its sole discretion, may

- i. elect to receive a refund of FFAR Funds;
- ii. refrain from making further payments of FFAR Funds to Grantee; and/or
- iii. terminate this Agreement pursuant to Section 9.c.

Such rights and remedies of FFAR are in addition to, and do not replace or limit, any other rights and remedies provided by law or under this Agreement. FFAR will issue the final payment of FFAR Funds and Matching Transect Funds, if any, following Grantee's completion of the Project and timely submission of required reports, including as applicable, the Final Progress Report.

b. **Subsequent Years.** If FFAR determines, in its sole discretion, that Grantee:

- i. has not made satisfactory progress or achieved the applicable targets or milestones required under this Agreement;
- ii. has not provided satisfactory Reports required under this Agreement;
- iii. has not received the Matching Funds; or
- iv. has materially breached this Agreement, then FFAR may not pay the FFAR Funds amounts for subsequent years of the award, and Grantee shall return any unexpended FFAR Funds and Matching Transect Funds.

c. **Indirect Costs.** Allowable indirect cost ("IDC") charged to FFAR awards cannot exceed fifteen percent (15%) of the total direct costs within the Total Funds set forth in Exhibit 1. If Grantee makes any subawards under this Agreement, IDC charged by Grantee's sub-grantee cannot exceed fifteen percent (15%) of the subaward direct costs. Upon request, FFAR can reduce the IDC rate of the Project or sub-award to any rate below fifteen percent (15%) provided that the IDC rate charged to Matching Funds is never lower than the IDC charged to FFAR Funds. If Grantee is classified as a State Cooperative Institution, it is not allowed to receive IDC reimbursement or Tuition Remission (7 U.S.C. § 3319).

3. Publication.

- a. **Good Faith Efforts.** Grantee shall make good faith efforts to publish the results of the Project as soon as practicable. In no event will Grantee have met its obligation unless Grantee submits the results for publication no later than twenty-four (24) months after the end date of the Grant Period, in a peer-reviewed journal or appropriate publication

to maximize their use by the academic community and researchers in the applicable field of study.

- b. **Collaboration.** Grantee will use good faith efforts to collaborate with any sub-grantees, and subcontractors under this Agreement, including, but not limited to, their agents and affiliates, as appropriate, to seek prompt publication of any Project developments consisting of data and results, in compliance with this Section 3 and all other terms and conditions of this Agreement.
- c. **Acknowledgement.** Grantee will notify FFAR's press contact, listed in Section 4(a), of the name of the peer-reviewed journal and expected publication date for each article. All published materials should acknowledge the PI and shall acknowledge the funding source as follows: "This material is based upon work supported by the Foundation for Food & Agriculture Research under award number – Grant ID: «Request_Reference_Number»"
- d. **Disclaimer.** All published materials must contain the following disclaimer unless the publication or audiovisual is formally cleared by FFAR: "Any opinions, findings, conclusion, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Foundation for Food & Agriculture Research."
- e. **FFAR Publication.** If Grantee elects not to publish the results of the Project within one (1) year from its completion, then FFAR may publish them. Grantee will be given thirty (30) days to review the manuscript and provide comments.

4. Public Reporting & Communications.

- a. **Embargoed Public Announcements.** Public announcements regarding this Agreement are considered private and embargoed until the date and time FFAR schedules an initial press release or other public statement publicizing the grant; failure by Grantee to comply with this condition shall entitle FFAR to immediately terminate this Agreement pursuant to Section 9.c. Once this grant agreement is fully executed, a member of FFAR's Communications & Legislative Affairs Team will contact the Grantee and Grantee's communications point of contact to coordinate outreach efforts and determine an announcement date. The FFAR Press Contact is as follows:

FFAR Press Contact

Name: Sarah Goldberg

Title: Communications & Legislative Affairs Director

Phone: 215-370-2110

Email: communications@foundationfar.org

Grantee Press Contact

Name:

Title:

Phone:

Email:

- b. **Approving Press Releases & Other Communications Materials.** Throughout the lifecycle of this Project, press releases and other announcements publicizing new information and developments resulting from this grant, including additional funding, results, awards, etc., that are specifically targeted to a broad, public audience must be submitted by Grantee to FFAR for review. Grantee shall provide at least five (5) business days prior to the release date for FFAR to review and make changes deemed necessary. Likewise, FFAR will contact the Grantee's press contact to obtain written permission before distributing any public announcements related to this Agreement.
- c. **Naming Conventions.** All public announcements related to this Agreement should initially reference FFAR by its full name: The Foundation for Food & Agriculture Research. FFAR's full name always includes an ampersand, (&), in lieu of the word "and." Subsequent references to the organization may refer to its acronym: FFAR. In all public statements concerning Grantee, FFAR shall refer to Grantee by its full name, «Organization's_Legal_Name», and refer to the PI by their full name, «Dr. Full Name».
- d. **Use of Names & Logos.** Neither Party shall use the other Party's name, trademarks, or other logos in any publicity, advertising, news release, and publication, without the prior written approval of an authorized representative of the other Party. Grantee shall obtain written permission in advance of publication from the FFAR Press Contact prior to using FFAR's name or logo in any public communications materials. Likewise, FFAR will contact the Grantee's press contact to obtain written permission before using the Grantee's name or logo in communications materials related to this Agreement.
- e. **Acknowledging Funding Relationship.** 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, and 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 must inform the other party's press contact of any public statements that concern the subject of this agreement within five (5) business days.
- f. **Scientific & Technical Communications Materials.** Communication materials about this grant that are exclusively for a technical or scientific audience, including slide decks and presentations, scientific posters, and program pages on home institution's website, must acknowledge FFAR as a funder, in accordance with Section c. Such scientifically focused materials must either include FFAR's name and logo as a funder or include a statement that: "This material is based upon work supported by the Foundation for Food & Agriculture Research." Grantee may further include FFAR's name, the Project Title, PI, Grant Period, and Total Award Amount in its publicly available listing of

sponsored projects. Communication materials mentioned in this Section f, that are exclusively for a technical or scientific audience, do not require FFAR's review. This Section f does not apply communications materials announcing new information about this grant, which require advanced review, articulated in Section b.

- g. **No Endorsement.** Any public communications should reflect FFAR's role as a funder of this Project; however, there must not be any explicit or implicit reference that FFAR is promoting or endorsing any specific product or technology for profit or otherwise.

5. Subcontracts.

Should Grantee elect to subcontract specific tasks under this Agreement, subcontracts must be consistent with this Agreement and subcontractors must comply with the terms and conditions of this Agreement. Grantee will be fully responsible for the compliance of subcontractors with the terms and conditions of this Agreement, and for the quality of all work products, including, but not limited to, work products provided by any subcontractors.

6. Ownership.

a. Definitions.

- i. "Intellectual Property" means all intellectual property, including without limitation, electronic or otherwise, which is copyrightable or patentable under US copyright or patent law.
- ii. "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.
- iii. "Joint IP" means Project IP conceived and reduced to practice or authored jointly by employees of both Grantee and FFAR.
- iv. 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.
- v. 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.
- vi. For copyrightable Project IP, Grantee will solely own any corresponding copyrights under 17 U.S.C. § 201 with no obligation of accounting to FFAR.

b. Rights. FFAR's Patent, Intellectual Property & Technology Licensing Policy, attached hereto as Exhibit 3 and incorporated herein by reference, sets forth the allocation of rights and interests of the Parties in Project IP.

7. Confidentiality.

- a. Grantee shall not disclose any confidential, non-public, proprietary, scientific, technical, business, or other information FFAR provides to it, whether or not marked confidential ("Confidential Information") without FFAR's express prior written authorization for a period of five (5) years after FFAR provides such Confidential Information to Grantee. Confidential Information shall not include materials or information that:
- i. is or becomes publicly available by means other than an unauthorized disclosure;
 - ii. was known to Grantee prior to FFAR disclosing it, other than through a violation of any nondisclosure obligation;
 - iii. is or becomes known to Grantee from a source other than FFAR that is not subject to any nondisclosure obligation;
 - iv. is independently developed by Grantee without using Confidential Information; or
 - v. must be disclosed pursuant to applicable law or an order of a court.
- b. The above subsection 7.a. shall survive termination or expiration of this Agreement.

8. Term.

This Agreement will be effective for the Grant Period set forth in Exhibit 1 ("Term"). The Agreement may be extended in its present form or in a modified form only by the mutual written agreement of the Parties. At Grantee's own risk, and subject to FFAR's express prior written approval, FFAR Funds may be used up to ninety (90) days prior to the first day of the Grant Period of this Agreement.

9. Termination.

- a. Without Cause. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party of its intent to terminate, no later than sixty (60) days before the proposed effective date of such termination.
- b. Misuse of Funds. FFAR may terminate this Agreement immediately upon written notice to Grantee if Grantee uses any of the FFAR Funds for purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code (the "Code"). If FFAR terminates this Agreement due to Grantee's use of any of the FFAR Funds for purposes other than those specified in Section 170(c)(2)(B) of the Code, in addition to Grantee's

obligations set forth in Section 9.e., Grantee shall reimburse FFAR for the misused portion of the FFAR Funds.

- c. **Change in Status/Breach.** FFAR may terminate this Agreement immediately upon written notice to Grantee if:
- i. Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code;
 - ii. Grantee's 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;
 - iii. in FFAR's sole judgement, Grantee become unable to carry out the purposes of this Agreement or fails to comply with any of the conditions of this Agreement, including, but not limited to, Grantee's failure to
 - A. obtain and expend the Matching Funds and provide the certification(s) set forth in Section 1(c);
 - B. provide the Reports to FFAR by the deadlines set forth in Section 1.h.; or
 - C. make appropriate progress on the Project timeline; or
 - iv. the Federal Government discontinues its provision of any applicable funding to FFAR.
- d. **Principal Investigator.** If the PI separates from Grantee, then Grantee may propose an alternative PI. If the alternative PI is not available or is not acceptable to FFAR, in FFAR's sole discretion, then FFAR may terminate this Agreement immediately upon notice to Grantee. The original PI can petition FFAR to enter into 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.
- e. **Grantee Obligations.** In the event this Agreement is terminated, Grantee shall immediately return any unexpended FFAR Funds and Matching Transect Funds to FFAR as of the date of termination, except for those FFAR Funds needed to pay for non-cancelable obligations incurred prior to the date of termination; provided, that Grantee shall use its good faith efforts to mitigate and minimize any non-cancelable obligations. Grantee shall provide within thirty (30) days of the date of the notice of termination a full accounting of the receipt and disbursement of Total Funds and expenditures incurred under this Agreement as of the effective date of such termination. Grantee shall deliver to FFAR within thirty (30) days of the date of the notice of termination all Confidential Information in Grantee's possession, except Grantee may retain one (1) copy of Confidential Information to ensure continued compliance with the terms of this Agreement, and such copy will remain subject to Section 7 of this Agreement. Grantee agrees that, in the event this Agreement is terminated, FFAR has the right to continue

the Project with any other party or parties chosen by FFAR in its sole discretion, without any further compensation to Grantee or permission from Grantee being required.

10. Indemnification.

Grantee shall indemnify, defend and hold harmless FFAR and its affiliates, members, officers, directors, agents and employees against all losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "Losses"), resulting from all claims, proceedings, investigations or actions (collectively, "Claims") arising out of or in connection with this Agreement or the Project, or caused by the actions or omissions of Grantee or its officers, employees, agents, or of third parties acting on behalf of or under authorization from Grantee. This Section shall survive termination or expiration of this Agreement.

11. Representations & Certifications.

a. Each Party represents and warrants:

- i. it is authorized to enter into this Agreement;
- ii. it will not create a conflict with or materially breach the terms of any other agreement to which it is a Party by executing or performing this Agreement; and
- iii. all of its obligations assumed under this Agreement and all materials provided, produced or supplied by it in connection with this Agreement will comply with all applicable federal, state and local laws and regulations, and will not violate or infringe upon any third-party's rights.

b. Grantee further represents and warrants that it:

- i. owns all title, rights and interests in and to, or has a valid license to use, any patents, copyrights, trademarks, inventions or publications and associated intellectual property rights that will be used in connection with this Agreement.
- ii. meets the requirements in subsection A, B or C below:
 - A. Grantee is tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation under Section 509(a) and not a Type III supporting organization described in Section 509(a)(3)(iii) of the Code; or
 - B. Grantee is tax-exempt pursuant to Section 501(c)(3) of the Code and is an exempt operating foundation described in Section 4940(d)(2) of the Code; or
 - C. Grantee is an organization described in either Section 170(c)(1) of the Code or Section 511(a)(2)(B) of the Code.
- c. Grantee shall immediately give written notice to FFAR if Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3), or

Grantee's 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.

- d. Grantee's Representations and Certifications Form, attached hereto as Attachment D, is incorporated by reference herein.

12. 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 confirm that their 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 ("EAR") and the International Traffic in Arms Regulations ("ITAR") 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) 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 PI 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.

13. 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 thirty (30) days, unless otherwise agreed between the Parties.

14. Relationship of Parties.

The Parties agree that they are independent contractors, and that Grantee and its agents and employees are not officers, employees, agents, or joint venturers of FFAR. Nothing in this Agreement shall be construed in any manner to imply or create a relationship between FFAR and Grantee, as partners, joint venturers, or agents.

15. Survival.

The Parties' rights, duties, and obligations set forth in Sections 1.e., 1.h., 1.i., 3-4, 6-7, 9.e., 10-12, 15-16, 19, 21-22, in addition to other such rights, duties, and obligations which, by their nature, must survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

16. Waivers.

No express or implied waiver by either Party of any provision of this Agreement shall constitute a continuing waiver of that or any other provision. No express or implied waiver by either Party of any breach or default by the other Party shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

17. Assignment.

Neither Party may assign this Agreement in whole or in part without the other Party's express prior written approval.

18. Modification/Extension.

This Agreement may be modified or extended only by mutual written agreement of the Parties. Any modification or extension shall be effective as the date provided therein. The Parties may not modify this subsection by oral agreement.

19. Notices.

The Parties shall deliver all notices under this Agreement personally, by electronic mail with non-automated confirmation of receipt, overnight courier or first-class mail to the addresses set forth below or to such other addresses as the Parties may designate in writing from time to time:

If to FFAR:

Executive Director
401 9th St NW, Ste.730



Washington, DC 20004

With a copy to: grants@foundationfar.org

And with a copy to:

Wayne Watkinson

WATKINSON MILLER PLLC

1100 New Jersey Avenue, SE, Suite 910

Washington, DC 20003

If to Grantee:

20. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any and all previous oral or written agreements between the Parties with respect to its subject matter.

21. Severability.

If any term or provision of this Agreement is found to be void or contrary to law, such term or provision shall be severable from the other terms and provision of this Agreement to the extent necessary to meet the requirements of law. The remainder of the Agreement shall be given effect as if the severed term had not been included.

22. Counterparts.

Except as may be prohibited by applicable laws or regulations, this Agreement and any amendment may be signed in counterparts, by electronic means, each of which will be deemed an original and all of which, when taken together, will constitute one agreement. Electronic signatures will be binding for all purposes.



Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Foundation For Food & Agriculture Research

Print name

Signature

Date

«Grantee Organization Name]

Print name

Signature

Date

Exhibit 1

Grant Details

Funding Opportunity

Grant ID:	«Grant ID»
Project Title:	«Project Title»
PI:	«Prefix. First Name Last Name»
Year 1 Start Date:	«Month Day, Year»
Year 1 End Date:	«Month Day, Year»
FFAR Funds:	«XXX,XXX.XX»
Matching Funds:	«XXX,XXX.XX»
Matching Transect Funds:	«XXX,XXX.XX»
Total Funds:	«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 9 th 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»
Director of Grants Management:	Ms. Magda Galindo
Phone and E-mail:	202-725-5395; mgalindo@foundationfar.org

Grantee Details

Legal Name:	«Organization's_Legal_Name»
Address:	«Street Address, City, State Zip Code»
Authorized Representative:	«Prefix. First Name Last Name»
Title:	«Title»
Phone and E-mail:	«Phone; Email»

Payment Schedule

The Payment Schedule is as follows:

1. «\$XXX,XXX.XX» paid on or before thirty (30) days following the date that the Agreement has been fully executed by both Parties;
2. «\$XXX,XXX.XX» paid on or before thirty (30) days after FFAR has confirmed that Grantee has complied with the Year 1 Annual Progress Reporting requirements; and
3. «\$XXX,XXX.XX» paid on or before thirty (30) days following the date that Grantee has delivered to FFAR a Final Progress Report that is satisfactory to FFAR, in FFAR's sole discretion.

Use of Total Funds

1. Grantee will only use the Total Funds for the purposes set forth in Grantee's Application, in furtherance of the Project, and in a manner consistent with the Budget, subject to Section 1.d. of this Agreement.
2. None of the Total Funds made available under this Agreement may be used for construction.
3. No part of the Total Funds shall be used to carry on propaganda or otherwise attempt to influence legislation as defined in Section 4945(d)(1) of the Code.
4. No part of the Total 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.
5. No part of the Total 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 express prior written approval of FFAR. Payments of salaries, other compensation or expense reimbursement to Grantee's employees within the ordinary scope of their employment do not constitute awards for these purposes and are not subject to these restrictions.
6. Grantee shall promptly repay any portion of the FFAR Funds which for any reason is not used exclusively for charitable, scientific, or other exempt purposes consistent with the terms of this Agreement. After the end of the Grant Period (as set forth above) or any approved extension thereof, Grantee will return unspent FFAR Funds to FFAR, if any. If FFAR terminates this Agreement pursuant to Section 9 of the Agreement, Grantee shall repay within ninety (90) days after such termination all FFAR Funds unexpended as of the effective date of such termination and all FFAR Funds expensed for the Project 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.

7. If Grantee is 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, Grantee agrees (i) to expend all of the Total Funds prior to the close of Grantee’s first annual accounting period following the taxable year in which Grantee receives FFAR Fund 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 Grantee’s annual accounting period a 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.