

GRANT AGREEMENT

This GRANT AGREEMENT (this “Agreement”) is made and entered into as of [DATE], 2020 (“Effective Date”) by and between The Good Food Institute, Inc., a Delaware nonprofit corporation (“Grantor”) and [GRANTEE NAME], a [TYPE OF ENTITY] (“Grantee”). Each of Grantor and Grantee are sometimes herein referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Grantor works toward a more humane and sustainable food supply by promoting the development and commercial success of plant-based meat, egg, and dairy products; products produced using cellular agriculture (e.g., cultivated meat and precision fermented dairy and egg proteins); and products produced via fermentation.

WHEREAS, the Parties are desirous to pursue research intended to advance these goals;

WHEREAS, Grantor has approved the award of grant funds (“Grant Funds”) to Grantee, to be disbursed to Grantee in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

- 1. PURPOSE.** The purpose of this Grant is to provide the Grantee with funds to carry out the project detailed in, and pursuant to the budget included in, the attached Exhibit A (the “Project”).
- 2. TERM AND TERMINATION.** This Agreement shall commence upon the Effective Date and, unless earlier terminated in accordance with this Agreement, end on or before [DATE] [# OF MONTHS] after the Effective Date] (the “Funding Period”). Any extension of the Funding Period is solely within the discretion of Grantor and must be agreed upon by Grantor in writing by modification of this Agreement.
- 3. TERMINATION FOR CAUSE.** Grantor may terminate this Agreement upon material breach of any of Grantee’s covenants, agreements, warranties or certifications in this Agreement, provided that such breach is not cured within thirty (30) days from the date of written notice of breach from Grantor. In the event of termination, Grantor may be obligated to repay to Grantor all unexpended or improperly expended Grant Funds which have been disbursed to Grantee within thirty (30) days of Grantor’s written request therefore. Grantee shall have no right to receive any undisbursed Grant Funds.
- 4. GRANT DISBURSEMENT.** Grantor shall disburse the Grant Funds in the amount of [AMOUNT] and 00/100 Dollars (\$000,000.00) within three weeks of the Effective Date. Except as otherwise set forth in Section 3, Grantee shall return any unexpended funds within thirty (30) days of the conclusion of the Funding Period.

5. RESERVED.

6. ELIGIBLE EXPENDITURES. Grant Funds shall be used only for expenses directly incurred in connection with the Project ("Eligible Expenses"). Grantee shall not apply any of the Grant Funds to the payment of general or unallocated overhead, whether imposed as a percentage of direct expenditures or otherwise, unless the grant specifically so permits. Grantee acknowledges that an award of the Grant will be made in reliance upon the representations and warranties made by Grantee herein and in any applications or submissions submitted to Grantor in connection herewith

7. NO LOBBYING, ELECTIONEERING, OR PARTISAN ACTIVITY. No payments made under this Agreement shall be used (i) to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, (ii) to conduct voter registration drives; (iii) to attempt to influence legislation or executive policy, or carry on any lobbying activities within the meaning of Section 501(c)(3) of the Code or the regulations thereunder and/ or as defined under the federal Lobbying Disclosure Act.

8. NO ANIMAL USE. Grantee is prohibited from using Grant Funds for any test, experiment, or any other activity whatsoever that could reasonably be expected to cause serious harm and/ or death to animal subjects.

9. REPORTING. Grantee shall submit to Grantor the following reports:

(a) Environmental and Social Impact Statement provided in Exhibit B at the time of signature;

(b) Final Report as specified in Exhibit A and include an accounting of Grant expenditures to date within thirty (30) days after the end of the Funding Period.

Grantor may from time to time request additional information about the Project, and Grantee shall comply with any reasonable request.

10. PUBLICATION. To the extent permitted by Section 17,

(a) Grantee shall use reasonable efforts to make any data and results arising out of the work performed by Grantee in connection with the Project available to the public via a public webpage, presentation, or publication in an open-access peer-reviewed journal. In the event of publication in a closed-access peer-reviewed journal, Grantee shall provide an electronic copy of each published article to Grantor;

(b) Grantor may disclose information about the Project, including the subject of the research, the grantee and researcher's names, and the grant amount in its public reports, website, press releases, social media, speeches, newsletters, tax returns, and any other medium.

11. RECORDS. Grantee shall keep complete and accurate records of all expenditures relating to these Grant Funds and relating to the performance of its activities in connection with the Project. These records, including bills, invoices, canceled checks, and receipts, will be retained for three (3) years after the Funding Period and will be available for Grantor's inspection during that period. Grantor may, at its own expense, examine or audit Grantee's records related to the Project.

[USE ONLY FOR NON-PROFIT GRANTEES] [REMOVE IF FOR-PROFIT]

12. TAX-EXEMPT STATUS. Grantee represents and warrants to Grantor that it is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code ("IRC") or its foreign equivalent. Grantee shall promptly notify Grantor of any changes to its tax-exempt status. Grantee shall comply with all IRC or foreign equivalent provisions applicable to Grantee as a tax-exempt organization.

13. CHANGED CIRCUMSTANCES. Grantee shall notify Grantor of any material changes to the Project scope, activities, deliverables, time frame, or personnel. Grantor shall have sole discretion to approve any such changes in writing as a modification to this Agreement. Grantor reserves the right to terminate this Agreement if it determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose.

14. PUBLICITY AND ACKNOWLEDGMENT. Grantee shall make no public announcement of the Grant until approved by Grantor. Grantee may, but is not required to, use Grantor's trade names, trademarks, service marks, logos or designations (each a "Mark" and collectively the "Marks") solely in connection with the acknowledgment of Grantor's support of the Project, and subject to Grantor's approval (and withdrawal of said approval) at any time in its sole discretion. All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television, or other means of communication dealing with the activities or achievements of the Project shall prominently acknowledge Grantor's support of the Project according to Grantee's standard practice for recognizing credit of Project supporters, as may be appropriate.

15. EVENT PARTICIPATION The lead researcher or a designated scientist involved with the Project shall attend the annual Good Food Conference or a similar in-person or virtual event, at the discretion of the Grantor in each of the Funding Period years.. Grantor shall waive the registration fee for such attendee. Grantee shall be responsible for travel and lodging expenses associated with such in-person event and is permitted to use Grant Funds for this purpose.

16. INTELLECTUAL PROPERTY.

16.1 Joint Intellectual Property. All Intellectual Property discovered, conceived, reduced to practice or otherwise created or developed by or on behalf of Grantee in connection with

carrying out the Project shall be jointly owned by the Parties (“Joint Intellectual Property”). Joint Intellectual Property shall not include any Intellectual Property discovered, conceived, reduced to practice or otherwise created or developed by or on behalf of a Party prior to the Effective Date or outside the conduct of the Project (“Background Intellectual Property”). All right, title, and interest in Background Intellectual Property shall continue to be owned by the Party who discovered, conceived, reduced to practice or otherwise created or developed such Background Intellectual Property. For the purposes of this Agreement, “Intellectual Property” means, individually and collectively, all inventions, improvements or discoveries, including but not limited to technology, materials, ideas, know-how, show-how, approaches, works, designs, concepts, techniques, processes, data, methodologies, documents, information, and knowledge, and any copy, embodiment, or manifestation of the foregoing.

16.2 Assignment. Each Party shall own all Joint Intellectual Property in equal, undivided shares. Each Party hereby assigns, and agrees to assign, to the other Party an equal, undivided interest in all right, title and interest in and to the Joint Intellectual Property. All title to all patents, copyrights, mask work rights and other applicable statutory intellectual property rights and privileges accorded ownership of such joint property issued thereon shall be joint.

16.3 Maintenance of Joint Intellectual Property. Each Party shall have the right (but not the obligation) to elect to file, prosecute, and maintain Joint Intellectual Property rights in any jurisdiction at its own expense unless otherwise mutually agreed upon by the Parties. No Grant Funds may be used to file, prosecute, and maintain Joint Intellectual Property rights.

16.4 Cooperation. Each Party shall cooperate in good faith in the preparation, filing, prosecution, and maintenance of all U.S. and foreign patents and patent applications, copyrights, and other rights relating to Joint Intellectual Property. Cooperation includes, without limitation, promptly informing the other Party of the intent to file a patent, trademark, or copyright application and any matters that may affect the preparation, filing, prosecution, or maintenance of such rights.

16.5 Exploitation. Each Party shall have the right to practice and otherwise exploit inventions included in the Joint Intellectual Property (“Joint Inventions”) for their internal, non-commercial, research and development purposes and to grant non-exclusive, royalty-free licenses for third parties to exploit the Joint Inventions for non-commercial, research and development purposes, without accounting to the other Party. If a Party intends to grant a royalty-bearing license to any third party to exploit the Joint Inventions for any commercial purposes, such Party will notify the other Party prior to entering into such license and shall provide any information about the proposed licensing arrangement (including royalties) requested by the other Party. In the event that a third party requests a license from either Party under the Joint Intellectual Property, such Party shall use commercially reasonable efforts to negotiate and enter into a license agreement with such third party.

16.6 Royalties. To the extent that a Party generate any revenue from the licensing or other exploitation of any Joint Intellectual Property (including the sale or other distribution of any products that practice a Joint Invention or incorporate any Joint Intellectual Property), the Parties will split such revenue on a 50/50 basis unless otherwise agreed-upon by the Parties in writing on a case by case basis. The Parties will reconcile any amount owed on an annual basis.

16.7 Infringement of Joint Intellectual Property. Each Party shall notify the other of any potential or actual misappropriation, violation or infringement by any third party of any patent, copyright or other Intellectual Property that forms part of the Joint Intellectual Property and shall provide each other with any available evidence of such infringement or misappropriation. Each Party agrees to promptly notify the other Party upon becoming aware of any action, suit or proceeding brought against it by any third party which is based on a claim that the Joint Intellectual Property misappropriates, violates or infringes any patent, copyright or other intellectual property right. The Parties may, upon mutual agreement, cooperate in the defense against such action, suit or proceeding, and in such case shall promptly execute all papers and perform such other acts as may be reasonably required to join in such defense. In any event, each Party shall provide all reasonable assistance and information to the other Party in support thereof. Each Party may enforce the Joint Intellectual Property. The enforcing Party will bear all costs and expenses of enforcement. Any monetary recoveries (including cash recoveries resulting from a settlement to the extent attributable to the Joint Intellectual Property) shall first be applied to reimburse the costs incurred by enforcing Party in connection with such enforcement action, and then be divided between the Parties on a 50/50 basis.

17. CONFIDENTIALITY.

17.1. Definition of Confidential Information. “Confidential Information” means any confidential or proprietary information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) in connection with this Agreement, provided that such information is specifically designated as confidential. Confidential information that is disclosed in writing shall be marked with a legend indicating its confidential status. Confidential Information that is disclosed orally or visually shall be documented in a written notice prepared by the Disclosing Party and delivered to the Receiving Party as soon as possible but in any event within five (5) days of the date of the disclosure, summarizing the Confidential Information disclosed to the Receiving Party and referencing the time and place of disclosure.

17.2. Obligations. For five (5) years after disclosure of any portion of Confidential Information, the Receiving Party shall maintain the Confidential Information in confidence, except that the Receiving Party may disclose or permit the disclosure of Confidential Information to its trustees or directors, officers, employees, and advisors who are obligated to maintain the confidential nature of Confidential Information and who need to know Confidential Information for the purposes of this Agreement.

Notwithstanding the foregoing, the obligations set forth herein shall apply to Confidential Information indefinitely to the extent such Confidential Information constitutes a trade secret under the laws of the relevant jurisdiction.

17.3. Exceptions. The obligations of the Receiving Party under Section 17.2 above shall not apply to the extent the Receiving Party to the extent the Receiving Party can demonstrate that Confidential Information:

- i. was in the public domain prior to the time of its disclosure under this Agreement;
- ii. entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;
- iii. was already known or independently developed or discovered by the Receiving Party without use of the Confidential Information;
- iv. is or was disclosed to the Receiving Party at any time by a third party with no fiduciary relationship with the Disclosing Party and with no obligation of confidentiality with respect to Confidential Information; or
- v. is required to be disclosed to comply with applicable laws, regulations, or a court or administrative order, provided that the Receiving party provides to the Disclosing party reasonable prior written notice of the disclosure.

17.4. Ownership and Return. The Receiving Party acknowledges that the Disclosing party owns its Confidential Information. Upon the expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party.

18. NOTICES. Except as otherwise expressly provided herein, any notice required or permitted by this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the Party to be notified at the address set forth below by personal delivery or recognized overnight carrier or by electronic mail and shall be deemed effective upon receipt.

To Grantor:

To Grantee:

2503D N. Harrison St. #19
Arlington, VA 22207
legal@gfi.org

19. COMPLIANCE WITH LAWS. Grantee and its agents shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, and upon request, shall provide Grantor with documentation or such compliance.

20. INDEMNIFICATION.

20.1 Grantor's Indemnity to Grantee. Grantor shall indemnify, defend, and hold harmless Grantee and Grantee's subsidiaries, directors, officers, members, shareholders, and employees (collectively "Grantee's Indemnified Parties") from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees, ("Losses") incurred by Grantee's Indemnified Parties in connection with any claim, action, demand, suit, or proceeding ("Claim") made or brought by a third party against a Grantee's Indemnified Party arising from or relating to (i) Grantor's breach of this Agreement or (ii) Grantor's negligence or willful misconduct. Grantor's indemnification obligations under this Section 20.1 shall not extend to any Claim to the extent such Claim arises out of the gross negligence or willful misconduct of any Grantee's Indemnified Party.

20.2 Grantee's Indemnity to Grantor. Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's subsidiaries, directors, officers, members, shareholders, and employees (collectively "Grantor's Indemnified Parties") from and against any and all Losses, incurred by Grantor's Indemnified Parties in connection with any Claim made or brought by a third party against a Grantor's Indemnified Party arising from or relating to (i) Grantee's breach of this Agreement or (ii) Grantee's negligence or willful misconduct. Grantee's indemnification obligations under this Section 20.2 shall not extend to any Claim to the extent such Claim arises out of the gross negligence or willful misconduct of any Grantor's Indemnified Party.

20.3 Procedure. Each Party will notify the other Party of any Claim for which such Party seeks indemnification or defense under this Agreement (provided that any delay in providing such notice will not relieve the indemnifying Party of its indemnification or defense obligations to the extent the indemnifying Party is not materially prejudiced thereby) and give the indemnifying Party authority, reasonable information and assistance (at the indemnifying Party's expense) for the defense of such Claim. The indemnifying Party will not, without the indemnified Party's prior written consent, enter into any settlement agreement in connection with a Claim that: (a) admits guilt, fraud, liability, or wrongdoing of the indemnified Party; (b) requires the indemnified Party to commit to action or to refrain from action; or (c) provides for any damages other than money damages for which the indemnified Party is indemnified. The indemnified Party reserves the right to participate in the defense of any indemnified claim at such indemnified Party's cost.

21. CHOICE OF LAW. This agreement shall be construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

22. NO AGENCY. Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. Grantee shall not represent itself as an agent of Grantor for any purpose, and has no authority to bind Grantor in any manner whatsoever.

- 23. REMEDIES CUMULATIVE.** No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute.
- 24. ASSIGNMENT.** Neither Party shall assign, and shall purport, to assign any of such Party's rights hereunder, delegate any of such Party's obligations hereunder, or delegate such Party's performance in satisfaction of any conditions to any obligations of any other Party hereunder without the prior written consent of the other Party, and any such purported assignment or delegation without obtaining such written consent will be void except as provided herein.
- 25. SUBCONTRACTORS.** Grantee may hire or engage one or more subcontractors to perform its obligations under this Agreement; provided that Grantee shall, in all cases, (i) remain primarily responsible for all of its obligations under this Agreement and (ii) require any and all subcontractors to comply with all of the terms and conditions of this Agreement applicable to the scope of work being performed by each subcontractor.
- 26. AMENDMENTS.** No modification, variation, amendment or any other change can be made to this Agreement or any part thereof unless set forth in a written agreement identified as an amendment to this Agreement and signed by each Party through its authorized representative.
- 27. NO FURTHER COMMITMENT.** Grantee acknowledges that the receipt of this Grant creates no commitment to or expectation of future support from Grantor for the Project or any future work of Grantee beyond the Funding Period.
- 28. ENTIRE AGREEMENT.** This Agreement, together with the Exhibits, constitutes the sole, final and entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, agreements, understandings, and representations whether oral or written, with respect to the subject matter hereof.
- 29. WAIVER.** The waiver by any Party of any of such Party's rights, powers, or privileges hereunder arising because of any alleged breach, default, misrepresentation under or with respect to a provision hereof, whether intentional or not, shall not thereby extend to any prior separate or subsequent breach, default, or misrepresentation, respectively, by such Party and will not affect in any way any rights, powers, or privileges arising by virtue of any such prior separate or subsequent occurrence. No failure or delay by any Party in exercising any of such Party's rights, powers or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise. No waiver by a Party will be enforceable against such Party unless such waiver was given in a written instrument executed by the Party making such waiver.

30. HEADINGS. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

31. EXHIBITS. All exhibits set forth in this Section (each, an “Exhibit”), are hereby incorporated and made part of this Agreement.

Exhibit	Title
A	Project Summary
B	Environmental and Social Impact Statement
C	Research Program Policy

32. SEVERABILITY. If any part, term, or provision of this Agreement is determined by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

33. SURVIVAL. The Parties’ obligations under Sections 3 (Termination for Cause), 11(Publication), 12 (Records), 15 (Publicity and Acknowledgment), 17 (Intellectual Property), 18 (Confidentiality), 21 (Indemnification), 22 (Choice of Law), and 33 (Survival) shall survive the expiration or termination of this Agreement.

34. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (“.PDF”) or other electronic signatures shall have the same effect as original signatures.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be duly executed and delivered as of the Effective Date.

GRANTOR

THE GOOD FOOD INSTITUTE, INC.

By: _____

Name:

Title:

GRANTEE

[GRANTEE]

By: _____

Name:

Title:

PRINCIPAL INVESTIGATOR

By: _____

Name:

Title: