



Grantee Agreement

entered into between

NEW HARVEST

(hereafter "New Harvest")

and

[Name of Grantee]

(hereafter "the Grantee")

Specifications	3
Provisions	4
1. The Parties	4
2. The Relationship between New Harvest and the Grantee	4
3. Term	4
4. Focused New Harvest Research	5
5. Public Communications	5
6. Research Network	6
7. Ongoing Obligations of Grantees	7
8. Conduct of New Harvest Grantees	7
9. Image Release	8
10. Securing Information and Confidentiality	8
11. Intellectual Property	9
13. Termination	10
14. Amendment; Modification; Waiver	10
15. Signature and Conclusion	11
Record of Signature	12

Specifications

This agreement is void if all the Specifications are not completed at the time of Signature:

Type of Grant: [insert whether this is a Fellowship, Seed, or Dissertation Grant]

Full Name of Grantee: [insert name as written in passport]

New Harvest Research: [Insert a description of the research which the Grantee will be pursuing]

Term: [Insert Date: DD Month YYYY to DD Month YYYY]

Addresses for Notices to New Harvest

Notice Address of New Harvest: New Harvest c/o Industry Lab, 288 Norfolk St, #4 Cambridge, MA 02139

Email address of New Harvest: breanna@new-harvest.org

Addresses for Notices to the Grantee

Physical Address for Notices to Grantee: [insert address]

Email address active during award period: [insert email address]

You represent and warrant that all information provided by you is current, accurate and complete, and that you will maintain the accuracy and completeness of this information on a prompt, timely basis. It is your responsibility to inform us of any changes to your information.

Choice of Law: The laws of Massachusetts shall apply to the establishment, construction and enforcement of this agreement.

Provisions

1. The Parties

The Parties to this agreement are

- 1.1. New Harvest as specified in the Contract Specifications;
- 1.2. the Grantee as specified in the Contract Specifications.

2. The Relationship between New Harvest and the Grantee

- 2.1. The opportunity to join the New Harvest Research network, communicate with other Grantees through the New Harvest communication channels and join the annual New Harvest retreat (when applicable) is good and sufficient consideration for undertaking and compliance by the Grantee with his or her obligations in this agreement. The New Harvest Research is good and sufficient consideration for undertaking and compliance by New Harvest with its obligations in this agreement.
- 2.2. New Harvest and the Grantee must cooperate closely together. For the purposes of legal clarity it is recorded that the legal relationship created by this agreement is not an employment relationship nor one of principle and agent, nor a legal partnership, nor a joint venture. As a consequence:
 - 2.2.1. The Grantee does not have authority to bind New Harvest and is accordingly not entitled to enter into any agreement on behalf of New Harvest.
 - 2.2.2. The Grantee is not authorized to incur any indebtedness on the part of New Harvest nor to create any obligation on the part of New Harvest.
 - 2.2.3. The Grantee does not acquire any right to any Intellectual Property vested in New Harvest. However, New Harvest frequently distributes Intellectual Property under public licenses and the Grantee is free to make use of that. Intellectual Property Resources according to the applicable license.
 - 2.2.4. The Grantee may not register or de-register a trademark or Uniform Resource Locators (URL) or design which includes the name or brand of New Harvest.
 - 2.2.5. The Grantee has no general authority to make any public statements, written or verbal, or publish any document, on behalf of New Harvest. How the Grantee communicates about his or her work is set out in Public Communications below.

3. Term

- 3.1. The term of the Funding Award is the Term recorded in the Specifications.
- 3.2. On the expiry of the Term the Grantee will no longer have access to the full New Harvest communication channels or be able to participate in New Harvest retreats (when applicable).
- 3.3. Renewal or extension of the Term is dependent on a wide variety of factors, including but not limited to the availability of funding, co-operation of the Grantee, contribution to the mission of New Harvest and contribution to the New Harvest network through generously open sharing of knowledge. Renewal of the Term or a further Term as Grantee are completely within the discretion of New Harvest and any decision not to renew the term of a Grantee may be made for reasons not mentioned above. The Grantee has no legal expectation that the Term of the Funding Award will be renewed or extended.
- 3.4. The Grantee understands and acknowledges that he or she is not entitled to any explanation in respect of renewal or further terms.
- 3.5. New Harvest may elect to terminate this Agreement if the Grantee breaches any of his or her obligations in this agreement. If New Harvest elects to terminate the agreement it shall give written notice to the Grantee at the Grantee's address and/or email address designated in this agreement whereupon the agreement shall terminate.

4. Focused New Harvest Research

- 4.1. The Grantee will work full time on the New Harvest Research set out in the Specifications. As a consequence during the Term:
 - 4.1.1. The Grantee shall devote reasonable time and effort on the research as described at the time of registration (the "**New Harvest Research.**"). You may change the focus of your New Harvest Research only upon prior written consent from New Harvest.
 - 4.1.2. The Grantee shall not undertake any other research, nor accept any payment to undertake any other research while participating in the Network.
 - 4.1.3. The Grantee shall not run his or her own business or trade for profit while participating in the Network.
 - 4.1.4. The Grantee may act as a Teaching Assistant or Instructor for no more than one (1) course per semester while participating in the Network.
- 4.2. The Grantee may solicit and accept funding from any source to carry out the New Harvest Research set out in the Specifications unless doing so conflicts with the obligations of the Grantee under this agreement.

5. Public Communications

- 5.1. Before the Grantee communicates with the media, he or she shall advise New Harvest of the prospective interaction including the specifics of the media outlet, the media representative and the proposed subject of the interaction and obtain the express agreement of New Harvest to the communication. The Grantee shall not proceed with the media engagement without the express agreement of New Harvest to the communication.
- 5.2. Communication with the media includes being interviewed by any member of the media, writing an article for publication in any publication other than an academic journal, answering questions from the media at a public event and the like.
- 5.3. The media includes all print and digital media, and live events at which media are present, where the Grantee is representing him or herself as a New Harvest Research Grantee.
- 5.4. New Harvest has a completely unfettered discretion whether to authorize communication with the media or not. New Harvest need not give any reason for refusing a media interaction.
- 5.5. If there is any doubt whether a Grantee should obtain the agreement of New Harvest to an interaction with the media then the Grantee must obtain the agreement of New Harvest.
- 5.6. The Grantee shall obtain prior express permission of New Harvest before participating in any public event or any meeting, whether public or not, outside of the Grantee's employer that concerns the New Harvest Research or cellular agriculture in general.
- 5.7. When communicating with the media or participating in the events or meetings with the express agreement of New Harvest the Grantee: may discuss his or her own work and shall state that his or her research is funded by New Harvest but shall make clear that he or she is not speaking about the New Harvest Network or any other Grantee and that he or she is not entitled to speak on behalf of New Harvest or other Grantees. The Grantee shall refer any questions on the work of New Harvest or other Grantees to New Harvest, and not to other Grantees.

6. Research Network

- 6.1. The Grantee participates in a research network funded and coordinated by New Harvest. Contributions of individual Grantees to the research network will vary based on the type of Award (Fellowship, Seed Grant, or Dissertation Award) he or she won.
- 6.2. The Grantee must share his or her in-progress research with New Harvest and other Grantees in the New Harvest research network.
- 6.3. Grantees who won the Fellowship Award must attend and fully participate in the annual retreats of New Harvest.
- 6.4. Grantees who won the Fellowship Award must fully participate for at least 90 minutes per week in a

weekly meeting using a communications platform such as Slack with New Harvest and regularly scheduled video calls with New Harvest staff.

- 6.5. If any research by the Grantee is confidential or embargoed then he or she shall nevertheless share it with the New Harvest research network but shall clearly indicate that the research is confidential or embargoed, including the end date of any embargo.
- 6.6. The Grantee shall not record any New Harvest communications (including research results or similar information shared by another Grantee) via a communications platform such as Slack, or in person, without the express permission of the other Grantee(s) or New Harvest staff.

7. Ongoing Obligations of Grantees

- 7.1. The Grantee must use his or her best efforts to further the New Harvest Research.
- 7.2. The Grantee must co-operate with any assessment of his or her work.
- 7.3. The Grantee must avoid any conflict of interest between his or her own interests and the interests of New Harvest and must immediately advise New Harvest if a conflict of interest should arise.
 - 7.3.1 In particular, the Grantee must not undertake any obligation or join any organization which is contrary to the values, vision, mission, objectives, practices and philosophy of New Harvest.
- 7.4. All content created in connection with the New Harvest Research, whether digital, print or other content, must include appropriate New Harvest branding and logos and adhere to the Brand Guide provided by New Harvest, as the same may be altered, modified, amended or changed by New Harvest from time to time.
- 7.5. The Grantee must submit monthly reports to New Harvest, including a minimum of two (2) images of laboratory work which are satisfactory, in New Harvest's sole discretion, for sharing with donors.
- 7.6. Grantees who won the Fellowship Award ("Fellow") must publish at least one (1) original research paper or research proposal in connection with the New Harvest Research in a peer reviewed scientific journal within the grant period as set forth in his or her proposal for the New Harvest Research.
 - 7.6.1. The Fellow must regularly disseminate such monthly reports and/or original research paper(s), as appropriate, at relevant events (i.e., the New Harvest Conference, the International Conference on Cultured Meat) and other public engagement and outreach programs.
- 7.7. The Grantee must work with New Harvest to prepare proposals to submit to donors and other external funding sources (when appropriate).
- 7.8. The Grantee must participate in and engage with the Network on topics related to the responsible, evidence based research of cellular agriculture, including assisting other Grantees in advancing their research.

7.9 The Grantee must work together in good faith with New Harvest to communicate to the general public the value of open cellular agriculture.

8. Conduct of New Harvest Grantees

8.1. New Harvest does not discriminate based on race, sex, gender, pregnancy, religion, national origin, age, or the like, neither does New Harvest permit discrimination, nor harassment. Harassment includes the following, but is not limited to:

- 8.1.1. Intimidation or stalking, whether online or in person,
- 8.1.2. Harassing photography or recordings,
- 8.1.3. Sustained disruption of talks or other events,
- 8.1.4. Inappropriate physical contact, and unwelcome sexual attention.

8.2. The Grantee must conduct him/herself in a professional manner appropriate for that of a Grantee of New Harvest, including but not limited to, refraining from any behavior that may reflect poorly on New Harvest or the Network.

8.3. The Grantee must acknowledge the work of others and may not plagiarize or otherwise pass off the work of another as your own.

8.4. New Harvest reserves the right to take any and all actions it deems appropriate, in its sole discretion, in response to any alleged misconduct, including referring any allegations of discrimination, harassment, or plagiarism to your university and/or employer.

8.5. New Harvest encourages any Grantee who has been subjected to any harassment, discrimination, or believes that their work has been plagiarized to promptly report such harassment, discrimination or plagiarism to New Harvest for appropriate action.

9. Image Release

9.1. The Grantee grants to New Harvest the absolute and irrevocable right and unrestricted permission to use their image and likeness taken at New Harvest retreats, conferences or other events in which the Grantee participates in their role as Grantee or submitted by the Grantee to New Harvest.

9.1.1. The Grantee's image includes photographic portraits, video, digital or film images and audio recordings of the Grantee.

9.2. New Harvest may use, re-use, publish and in any and all media now or subsequently invented or discovered, for the purposes of New Harvest including, but not limited to, communication and publicity about the Grantees and Awards program, the projects funded by New Harvest and the history of New Harvest; before, after or during the Grantee Term.

9.3. The Grantee waives any right to inspect or approve finished images or any printed or electronic matter that may be used with them, or to be compensated for the images.

9.4. If the Grantee has any concerns that use of his or her image shall negatively affect his or her security, then he or she shall immediately notify New Harvest.

10. Securing Information and Confidentiality

10.1. Through the Award the Grantee may come to acquire confidential information including:

10.1.1. confidential information communicated by other New Harvest Grantees or New Harvest employees;

10.1.2. private personal information of other Grantees and New Harvest employees;

10.1.3. confidential reports;

10.1.4. draft documents not ready to be made public/openly distributed;

10.1.5. information related to companies, organizations, and individuals in the cellular agriculture field in respect of which New Harvest has a duty of confidentiality.

10.2. Whether information is confidential is determined by the nature of the information. Information may be confidential even if it is not listed. If a Grantee is unsure whether particular information is confidential or not, then he or she must consult New Harvest before disclosing the information.

10.3. Grantees must not disclose confidential information:

10.3.1. except to the Directors, Employees, or Grantees of New Harvest so far as necessary to enable them to carry out their roles and duties;

10.3.2. unless the information is already in the public domain through no action of the Grantee;

10.3.3. unless the Grantee is required to do so by a law which does not conflict with the New Harvest's principles and then only if doing so does not endanger the liberty and safety of the trustees and employees of the New Harvest, other Grantees and alumni Grantees.

10.4. Grantees must make reasonable efforts to ensure that communications and documents containing confidential information are secure. New Harvest may give written notice of minimum standards for ensuring security from time to time, and the Recipient and Grantee shall comply with those standards.

10.5. If a Grantee discloses information because disclosure is required by law or if a Grantee has reason to suspect that confidential documents or communication under their control have been compromised then he or she must immediately notify New Harvest.

11. Intellectual Property

11.1. In this agreement Intellectual Property refers to patents, rights to inventions, registered designs, design rights, know-how, trade secrets, trademarks, Uniform Resource Locators (URL), all rights of copyright, neighboring rights, database rights and all rights having equivalent or similar effect which may exist anywhere in the world.

11.2 Any and all intellectual property the Grantee creates in connection with New Harvest or the Network shall be "open source," as defined by opendefinition.org, opensource.org or oshwa.org, as appropriate. In the event the Grantee fails to take appropriate steps to make any such intellectual

property open source, New Harvest may do so on the Grantees behalf and he or she hereby waives any and all claims against New Harvest in relation to making such intellectual property open source.

11.2.1. For the avoidance of doubt, these Terms do not apply to intellectual property owned by a public or private university or academic institution as a result of (i) assignment by its creators or inventors, other than the Grantee, to such public or private university or institution, or (ii) assignment by the Grantee as required in the course of your enrollment and/or employment by such public or private university or institution.

11.3. The Grantee shall use his or her best efforts to ensure that Intellectual Property created by the Grantee for the New Harvest Research but which vests in the Grantee shall be made open as set out above.

11.4. The Grantee does not, by virtue of participation in the Network, have any right, title or interest in, to or under any intellectual property of New Harvest. You are not authorized to nor do you have any right to register or deregister any trademark, copyright, patent Uniform Resource Locators (URLs) or any other intellectual property that includes the name or brand of New Harvest.

11.5. The Grantee shall not copy, reproduce, modify, lease, license, sell, create derivative works from, transmit, distribute, display, market, deconstruct or reverse engineer any portion of any intellectual property of New Harvest without the prior written consent of New Harvest. For the avoidance of doubt, you are not restricted from using any intellectual property which is in the public domain.

12. License to New Harvest.

12.1 The Grantee grants to New Harvest a limited, non-exclusive, worldwide, royalty free, revocable license to use content submitted to New Harvest in connection with the New Harvest Research, including, without limitation, the rights to copy, distribute, transmit, publicly display, print, allow others to print, publicly perform, reproduce, edit, translate, and reformat your digital and non-digital content, and/or to incorporate it into a collective work.

13. Termination

13.1 New Harvest may terminate the Grantee's membership in, access to and use of the Network at any time and without notice following a breach of any of these Policies and Procedures or the Terms. New Harvest reserves the right to modify, suspend or discontinue the Network or access to the Network without any notice at any time and without any liability to you.

14. Amendment; Modification; Waiver

14.1 New Harvest may amend or change these Terms and Conditions, at New Harvest's sole discretion, for any reason at any time. The Grantee's continued participation in the Network following the posting of such changes will constitute your assent to all such changes.

14.2 New Harvest reserves the right to request that the Grantee acknowledge your acceptance through an electronic click-through. These Terms and Conditions supersede any and all verbal changes.

14.3 No waiver by New Harvest of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by New Harvest. Except as otherwise set forth in these Policies and Procedures, no failure to exercise or delay in exercising any rights, remedy, power or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof.

15. Signature and Conclusion

15.1. The Parties agree to this version of this agreement in electronic form and signed by Electronic Signatures via a Third-Party Service designated by New Harvest.

15.2. Each party consents to the use of the electronic version of this agreement provided by New Harvest. The electronic version of this agreement provided by New Harvest and signed with Electronic Signatures, will be regarded as valid for all legal purposes, and as “original” and “in writing” for all legal purposes.

15.3. Each party consents to the production of the electronic version of the agreement provided by New Harvest and signed by the Electronic Signature as a document that meets any requirement or permission under any statutory provision or rule of law that a person is required or permitted to produce a document.

15.6. By associating the Electronic Signature assigned to it by the Third-Party Service with the electronic version of this agreement a signatory identifies him or herself and demonstrates an intention to be legally bound.

15.7. This agreement will be concluded when all the parties have associated their assigned Electronic Signature with this agreement as it is provided by New Harvest.

15.8. Any persons signing this agreement in a representative capacity warrants their authority to do so.

15.9. An electronic version of this agreement with associated Electronic Signatures constitute prima facie proof of this agreement. A certificate provided by the Third-Party Service appointed by the New Harvest constitutes prima facie proof of the information in the certificate such as time of signature. A true paper copy of the electronic version of this agreement constitutes prima facie proof of this agreement.

Record of Signature

Signature for and on behalf of New Harvest

Date of Signature:

Grantee

Date of Signature: