



# Grantee Agreement

entered into between

**NEW HARVEST**

(hereafter "New Harvest")

And

**Grantee Name**

(hereafter "the Grantee")

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# Specifications

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

As Grantee 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.

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

**Full Name of Grantee:** [insert name as written in passport or birth certificate]

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

**The 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:** Lanto@new-harvest.org

## Addresses for Notices to the Grantee

**Physical Address for Notices to Grantee:** [insert address]

**Email address:** [insert email address]

**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. References to You or 'Grantee' are references to the Grantee specified in this clause.

## 2. The Relationship between New Harvest and the Grantee

- 2.1. You participate in a research network funded and coordinated by New Harvest (the "**Network**"). Contributions of individual Grantees to the research network vary based on the type of Award (Fellowship, Seed Grant, Dissertation Award, or Other) You have been awarded.
- 2.2. The opportunity to join the New Harvest Research network including receipt of research funding and to communicate with other Grantees through the New Harvest communication channels and to join the annual New Harvest retreat (when applicable) are good and sufficient consideration for You to undertake Your obligations in this agreement and to comply with Your obligations in this agreement. Your undertaking of The New Harvest Research is good and sufficient consideration for New Harvest to undertake and comply with its obligations in this agreement.
- 2.3. 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:
  - 2.3.1. You do not have authority to bind New Harvest and are accordingly not entitled to enter into any agreement on behalf of New Harvest.
  - 2.3.2. You are not authorized to incur any indebtedness on the part of New Harvest nor to create any obligation on the part of New Harvest.
  - 2.3.3. You have no general authority to make any public statements, written or verbal, or publish any document, on behalf of New Harvest. How You communicate about Your work is set out in Public Communications below.

## 3. Term

- 3.1. The term of the Grant is the Term recorded in the Specifications.
- 3.2. On the expiry of the Term You 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(s) or extension(s) of the Term is dependent on a wide variety of factors, including but not limited to the availability of funding, Your cooperation, contribution to the mission of New Harvest and contribution to the New Harvest network through generous open sharing of knowledge.
- 3.4. Renewal(s) or extensions are completely within the discretion of New Harvest. Any decision not to renew the Term may be made for reasons not mentioned above. You have no legal expectation that the Term will be renewed or extended.
- 3.5. You understand and acknowledge that You are not entitled to any explanation in respect of renewal or further terms.

- 3.6. New Harvest may elect to terminate this Agreement if You breach any of Your obligations in this agreement. If New Harvest elects to terminate the agreement it shall give You written notice at the address and/or email address designated by You in this agreement whereupon the agreement shall terminate.

#### 4. Funding

- 4.1. The schedule of grant disbursements is set out in Appendix A. You acknowledge and agree to the dates, disbursement amounts, and payee set out.
- 4.2. The budget agreed upon is described in Appendix B (when applicable). You acknowledge and agree to the budget outlined.
- 4.3. It is Your responsibility to inform New Harvest if You are not receiving the appropriate funds as outlined in Appendix A and B.
- 4.4. If You are performing the New Harvest Research at an institution outside of the United States, Appendix A and B may include grant amounts in the currency of the location at which the Research is performed.
  - 4.4.1. New Harvest will disburse the amount specified according to the exchange rate within one month of the disbursement date.
- 4.5. The Grant will be used only for charitable, scientific, and educational purposes and to prevent the cruelty to animals.
  - 4.5.1. No part of the Grant will inure to the benefit of any person, provided, however, that grant money may be used to pay reasonable compensation and expenses.
  - 4.5.2. No part of the Grant will be used to intervene in any political campaign or for any lobbying activity.

#### 5. Focused New Harvest Research

- 5.1. You will devote reasonable time and effort on the research as described at the time of registration (the “**New Harvest Research**”). You may change the focus or institution of their New Harvest Research only upon prior written consent from New Harvest.
- 5.2. If You are a grantee who has been awarded a Fellowship Award (“**Fellow**”) You will work full time on the New Harvest Research set out in the Specifications. As a consequence, during the Term:
  - 5.2.1. The Fellow shall not undertake any other research, nor accept any payment to undertake any other research while participating in the Network.
  - 5.2.2. The Fellow shall not engage in paid or time-consuming work outside of the New Harvest Research without the explicit, case-by-case permission of New Harvest. A Fellow who wishes to obtain permission shall complete Appendix C for each distinct employer or work activity. For the avoidance of doubt, paid or time-consuming work outside of New Harvest research includes running a business or trade for profit, including a spinout company based on the New Harvest Research.
  - 5.2.3. The Fellow may act as a Teaching Assistant or Instructor for no more than one (1) course per semester while participating in the Network.
- 5.3. You 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 Your obligations under this agreement.

- 5.3.1. In the event that You accept funding from another source, You must inform New Harvest within 30 days. In such a case, the schedule of grant disbursements outlined in Appendix A may be altered at New Harvest's discretion to accommodate the outside funding.

## **6. Ongoing Obligations of Grantees**

- 6.1. You must use Your best efforts to further the New Harvest Research.
- 6.2. You must co-operate with any assessment of their work.
- 6.3. You must regularly participate in and engage with the Network to share Your in-progress research and assist other Grantees in advancing their research.
- 6.4. Grantees who won the Fellowship Award must:
  - 6.4.1. fully participate for at least 60 minutes per month in New Harvest community events, such as a weekly meeting using a communications platform such as Slack or Zoom.
  - 6.4.2. attend and fully participate in any in-person or virtual events held and deemed mandatory by New Harvest. A stipend to cover the reasonable cost of flight and accommodation for these events will be provided by New Harvest (when applicable).
  - 6.4.3. submit regular reports to New Harvest, as requested, including a minimum of two (2) images of laboratory work which are satisfactory, in New Harvest's sole discretion, for sharing with donors. The frequency of these reports may change, but will not be in excess of once per quarter.
  - 6.4.4. publish at least one (1) original research paper or research proposal in connection with the New Harvest Research in an open-access peer-reviewed scientific journal within the grant period as undertaken in the Grantee's proposal for the New Harvest Research.
  - 6.4.5. regularly disseminate research updates, as appropriate, at relevant events (i.e., the New Harvest Conference, the International Conference on Cultured Meat) and other public engagement and outreach programs.
- 6.5. You must work with New Harvest to prepare proposals to submit to donors and other external funding sources.
- 6.6. You must work together in good faith with New Harvest to communicate to the general public the value of open cellular agriculture research.
- 6.7. As part of the New Harvest research network, You will receive our newsletter with updates about our programming, news, and events. You can elect to unsubscribe at any time.
- 6.8. At the end of the Term, You must provide New Harvest with a copy of any outputs of the New Harvest Research, including but not limited to: research reports, presentations, thesis, or dissertation.

## **7. Commitment to Open Information**

- 7.1. All outputs resulting from the New Harvest Research, including but not limited to research publications, data sets, hardware, and software, must be made Open:
  - 7.1.1. Research publications and other text documents must be distributed under a license that conforms to the [Open Definition](#);
  - 7.1.2. Software must be distributed under a license that is listed by the [Open Source Initiative](#) as an Open Source license Knowledge;

- 7.1.3. Data must be distributed under [Creative Commons 0](#); and
- 7.1.4. Hardware designs must be distributed under a license that conforms to the [Open Hardware Definition](#).
- 7.2. 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.
- 7.3. Intellectual Property is regarded as created for the purposes of this agreement if it is created after the agreement comes into effect and
  - 7.3.1. it is created by the Grantee in the course of the New Harvest Research;
  - 7.3.2. or it is created by the Grantee to achieve any of the purposes of this agreement; or
  - 7.3.3. it is created in whole or in part with New Harvest funds.
- 7.4. You grant to New Harvest a limited, non-exclusive, worldwide, royalty-free, irrevocable 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 digital and non-digital content, and/or to incorporate it into a collective work.
- 7.5. In the case of scholarly articles and papers written for journal publication, You must ensure such articles are published in open-access journals or distributed under an Open Definition conforming license within six months of publication.
- 7.6. If any of Your New Harvest research is confidential or embargoed then You shall nevertheless share it with the Network but shall clearly indicate that the research is confidential or embargoed, including the end date of any embargo.
- 7.7. During the Term, You will not sign agreements with other entities in the cellular agriculture industry which restrict You from openly sharing information. Such agreements include but are not limited to non-disclosure agreements (NDAs) or confidentiality agreements. Such agreements threaten the open sharing of information within the Network and create a conflict of interest. New Harvest may make exceptions to this policy on a case-by-case basis in its sole and absolute discretion. Exceptions constitute an indulgence by New Harvest and do not constitute an amendment or alteration of this agreement.
  - 7.7.1. In the case that You signed such an agreement prior to this agreement, then You must inform New Harvest to determine a reasonable timeline in which to dissolve or amend the conflicting agreement.
- 7.8. You shall ensure that any and all intellectual property created for the purposes of this Agreement shall be Open as set out in 7.1., and 7.5-6 where applicable. In the event that You fail to take appropriate steps to make any such intellectual property Open as set out in 7.1 then New Harvest may do so, and You hereby waive any and all claims against New Harvest for making intellectual property created for the purposes of this agreement Open as set out in 7.1.
  - 7.8.1. For the avoidance of doubt, the requirement to make research open does 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 their enrollment and/or employment by such public or private university or institution.

- 7.8.2. In the case of Intellectual Property owned by an institution as a result of 7.8.1, You shall use Your best effort to ensure that the technology transfer office and/or technology licensing office at their institution of enrollment and/or employment will (i) grant free, non-exclusive licenses to academic and non-profit research groups; or, (ii) not require permission or licenses to the extent that such academic and non-profit research does not include commercialization of intellectual property.

## **8. Conflict of Interest**

- 8.1. You must avoid any conflict of interest, [as defined by the New Harvest Conflict of Interest Policy](#), between Your interests and the interests of New Harvest and must immediately advise New Harvest if a conflict of interest should arise. The Conflict of Interest Policy is incorporated by reference, and may be amended or changed from time to time. Amendments shall take effect in the same way as amendments to this agreement set out in 16 below.

## **9. Securing Personal Confidential Information**

- 9.1. While New Harvest does not sign confidentiality agreements, we do want to be respectful of members' personal confidential information (including but not limited to name, address, social security number or other identifying number or code, telephone number, email address or information that may indirectly identify a person). Through the Term You may come to acquire personal confidential information from other individuals within or outside of the Network.
- 9.2. Whether information is confidential is determined by the nature of the information. Information may be confidential even if it is not listed. If You are unsure whether particular information is confidential or not, then You must consult New Harvest before disclosing the information.
- 9.3. You must not disclose personal confidential information:
- 9.3.1. except to the Directors, Employees, or Grantees of New Harvest so far as necessary to enable them to carry out their roles and duties;
  - 9.3.2. unless the information is already in the public domain through no action of the Grantee;
  - 9.3.3. unless You are 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 New Harvest, other Grantees, alumni Grantees, and other members of the Network.
- 9.4. You must make reasonable efforts to ensure that communications and documents containing personal 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.
- 9.5. If You disclose information because disclosure is required by law or if You have reason to suspect that personal confidential documents or communication under Your control has been compromised then You must immediately notify New Harvest.
- 9.6. You shall not record any New Harvest communications via a communications platform such as Slack, or in person, without the express permission of the other Grantee(s) or New Harvest staff.

## **10. Proper Use of New Harvest Intellectual Property**

- 10.1. You do not, by virtue of participation in the Network, have any right, title or interest in, or to any intellectual property of New Harvest, any other grantee or any person whose research is funded by New Harvest. However, New Harvest and New Harvest funded researchers frequently distribute Intellectual Property under open licenses and You are free to make use of that Intellectual Property according to the applicable license.



- 10.2. 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. Conduct of New Harvest Grantees**

- 11.1. 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:
- 11.1.1. Intimidation or stalking, whether online or in person,
  - 11.1.2. Harassing photography or recordings,
  - 11.1.3. Sustained disruption of talks or other events,
  - 11.1.4. Inappropriate physical contact, and
  - 11.1.5. Unwelcome sexual attention.
- 11.2. You must conduct Yourself 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.
- 11.3. You must acknowledge the work of others and may not plagiarize or otherwise pass off the work of another as Your own.
- 11.4. 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 the university and/or employer.
- 11.5. 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.

## **12. Public Communications**

- 12.1. You shall advise New Harvest as soon as reasonably possible of all communication with the media in respect of the Grant Research including the specifics of the media outlet, the media representative, and the subject of the interaction, and if possible a copy of the media product. 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. The media includes all print and digital media, and live events at which media are present, where You identify Yourself as a New Harvest Research Grantee.
- 12.2. When communicating with the media or participating in events or meetings You may discuss Your own work and shall state that Your research is funded by New Harvest but shall make clear that You are not entitled to speak on behalf of New Harvest or other Grantees, and that You are describing only Your own work and not that of the New Harvest Network or any other Grantee. You shall refer any questions on the work of New Harvest or other Grantees to New Harvest, and not to other Grantees.
- 12.3. 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.

### **13. Image Release**

- 13.1. You grant to New Harvest the absolute and irrevocable right and unrestricted permission to use Your 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.
  - 13.1.1. Your image includes photographic portraits, video, digital or film images and audio recordings of You.
- 13.2. 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 Granteeship program, the projects funded by New Harvest and the history of New Harvest; before, after or during the Granteeship Term.
- 13.3. You waive 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.
- 13.4. If You have any concerns that use of Your image shall negatively affect Your security, then You shall immediately notify New Harvest.

### **14. Indemnities**

- 14.1. You indemnify and hold New Harvest, its affiliates, officers, employees, and agents harmless from any claim or demand, made by any third party due to or arising out of Your use of the Network, Your violation of this Agreement or the infringement by You or made under Your account, of any intellectual property or other right of any person or entity. Your indemnity extends to costs and attorneys' fees. This Indemnities clause shall survive any termination of this Agreement.

### **15. Termination**

- 15.1. New Harvest may terminate Your membership in, access to and use of the Network at any time and without notice following a breach of this Agreement or of any of New Harvest Policy or Procedure. 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.

### **16. Amendment; Modification; Waiver**

- 16.1. New Harvest may amend or change these Terms and Conditions, at New Harvest's sole discretion, for any reason at any time.
- 16.2. Changes will be made effective by any one of the following methods of posting:
  - 16.2.1. Internal online document repository
  - 16.2.2. Email
  - 16.2.3. Online messaging service
- 16.3. Your continued participation in the Network following the posting of such changes will constitute Your assent to all such changes. Amendments to this agreement will be effective thirty (30) calendar days from the date of posting.
- 16.4. New Harvest reserves the right to request that You acknowledge Your acceptance through an electronic click-through. This agreement supersedes any and all verbal changes.
- 16.5. 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 this Agreement, no failure to

exercise or delay in exercising any rights, remedy, power or privilege arising from this Agreement nor any indulgence shall operate or be construed as a waiver thereof.

**17. Disclaimer of Warranty and Limitation of Liabilities**

17.1. New Harvest makes no representations or warranties of any kind, express or implied, as to the information, content or materials provided to the Grantee via the Network. Under no circumstances shall New Harvest be liable for any direct, special, incidental, indirect, economic, consequential damages or similar damages, personal injury (including death, loss of profits, corruption or loss of data, business interruption or any other commercial damages or losses) arising out of or connected with the Network, even if New Harvest has been notified of the possibility of any damages. This exclusion and limitation only applies to the extent permitted by law.

**18. Assignment**

18.1. You may not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of Your obligations, in connection with the Network without New Harvest’s prior written consent.

**19. Entire Agreement**

19.1. This Agreement constitutes the sole and entire agreement between You and New Harvest with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to the subject matter.

19.2. In the event of any inconsistency between this Agreement and any Policies and Procedures of New Harvest, this Agreement shall govern.

**20. Severability**

20.1. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or render unenforceable such term or provision in any other jurisdiction.

**21. Record of Signature**

\_\_\_\_\_  
Signature for and on behalf of New Harvest

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix

## A. Schedule of Grant Disbursements

Payment	Scheduled Disbursement Date	Amount	Who New Harvest Pays
1			
2			
3			
4			
5			
6			

## B. Budget

	Year 1	Year 2	Year 3	Total
Stipend				
Tuition and Fees				
Consumables				
Total				

**C. Outside Work Agreement**

I, \_\_ (name of fellow) \_\_\_\_\_ plan to work outside of my New Harvest Project. This work entails

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\_\_\_\_\_ *(disclosure of companies if applicable, brief description of duties)* \_\_\_\_\_

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My outside work will be approximately   (X   hours per week . I agree that my employment will not interfere with my ability to complete my New Harvest Project and does not present a conflict of interest as defined in the Conflict of Interest Policy. If my outside employment has any potential for negative impact on my project at New Harvest or could be perceived as a conflict of interest I will be asked to terminate the outside employment.

**Accepted and Agreed**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature: