



## New Harvest Non-Confidentiality Policy

### Purpose

As a nonprofit organization and group of scientific experts in a startup-dominated field, members of the New Harvest research community, including staff and grantees, are frequently approached by members of the field seeking to collaborate. In the early days of New Harvest, this meant that our staff had a lot of non-disclosure agreements (NDAs) in front of us at any given time.

In 2016, New Harvest decided not to sign NDAs. In 2022, we extended this policy to include grantees and confidentiality agreements of all kinds. Here's why:

1. They don't align with our values.

As outlined in [our strategic plan](#), one of New Harvest's strategies for impact is to "default to open." Just as we commit not to sign confidentiality agreements, we commit to keeping all intellectual property open as well (see section 7 of our grantee handbook). Openness is a core guiding principle at our organization.

Confidentiality agreements also exacerbate power imbalances and can be used to hide inappropriate practices and behaviors. Signing such agreements would signal our tacit support for these practices.

2. They conflict with our role as a public charity.

[According to US nonprofit guidelines](#), a 501(c)(3) organization cannot benefit private interests. For a member of our staff to sign an NDA during the course of their work at New Harvest would challenge this rule.

3. They compromise our independence and reputation.

Independence and reputation plays an outsized role for nonprofit organizations. It is what allows us to open doors and talk to all kinds of stakeholders in order to advance cellular agriculture. Compromising New Harvest's reputation by sharing confidential information—intentionally or accidentally—would hold back the entire field.

4. We talk to competing companies and laboratories.

Our goal at New Harvest is to transcend private interests to work towards the public good of cellular agriculture. In order to do this, we talk to everyone. As might be expected in a



burgeoning field, New Harvest's research community is exposed to countless similar if not identical ideas. It is not up to us to stand in the way of competition.

If members of New Harvest signed confidentiality agreements, we might appear to trade information across competitors. This could turn into a legal mess that prevents us from achieving progress in cellular agriculture and fractures in the ecosystem.

5. They threaten the openness of our research community.

New Harvest's community of research grantees is a collection of scientists from institutions around the world. This community openly shares ideas, offers support, and celebrates wins together. If members of this community sign confidentiality agreements they are limited in their sharing of information. Furthermore, these agreements could create conflicts of interest between their community of peers and private commercial interests, eroding trust within the community.

6. Venture capitalists don't do it!

What really made the decision easy was learning from a seasoned VC that [no respectable VC will sign an NDA either](#), for reasons similar to our own.

7. Confidentiality by any other name is still confidentiality.

In our discussions around this topic we often found ourselves asking - what is the difference between an NDA and a confidentiality agreement (or a confidentiality clause as part of a larger agreement)? We came to realize that these are all forms of enforcing confidentiality - and that confidentiality is confidentiality, no matter the shape or size. As such, we have expanded our application of this policy to **any** form of confidentiality agreement.

At the end of the day, New Harvest's policy to not sign NDAs has not hindered our work. As evidenced by our [safety initiative](#)—where 50 private, competing cultured meat companies shared their manufacturing process—our policy of not signing NDAs has actually *heightened* our ability to work alongside academia and industry to collectively advance cellular agriculture. Furthermore, since expanding this policy we've found our collaborators to be surprisingly open to negotiating confidentiality statements in their agreements. This is one way we are pushing for open across the field.



## Statement of Policy

New Harvest staff and active grantees will not sign agreements with entities in the cellular agriculture industry which restrict them from openly sharing information. Such agreements include but are not limited to non-disclosure agreements (NDAs) or agreements that contain confidentiality clauses. Entities include any organization with ties to cellular agriculture.

New Harvest may make exceptions to this policy on a case-by-case basis in its sole and absolute discretion.

In the case that such an agreement was signed prior to this policy, the individual must inform New Harvest to determine a reasonable timeline to take the necessary steps to update or dissolve the agreement.

## Exceptions

While we strive to consistently uphold our commitment to open, New Harvest recognizes that this work is not simple. We are all constrained to the limitations of the system in which we work. As such, we recognize the need for exceptions to this policy when appropriate.

The reason for these exceptions are to prevent New Harvest and our grantees from unnecessarily weakening our ability to work with others when collaboration can be useful in moving the field in a direction consistent with our values and strategic plan.

It is important to be guarded about these exceptions, so that it does not become a convenient way to work around the policy or for one's own gain. As such, every exception is a discussion with the goal to first explore ways to avoid confidentiality.

The thinking behind these exceptions is a constantly evolving practice and we invite conversations to guide our thinking. This list will be updated as new thinking emerges. The current exceptions to this policy include:

- Confidentiality of work in progress in which New Harvest is satisfied that the outputs of the work will be open
- Where the nature of the project itself uses a novel approach to move the field toward an open and non-proprietary, collaborative, ecosystem
- Where a confidentiality agreement is necessary for completion of a student's degree program
- Where an ongoing agreement exists from prior to the enactment of this policy (up until a natural end point for the work or agreement)