

SEEDING THE FUTURE GLOBAL FOOD SYSTEM CHALLENGE AWARD AGREEMENT

This SEEDING THE FUTURE GLOBAL FOOD SYSTEM CHALLENGE AWARD AGREEMENT is between [] (“Awardee”) and the Institute of Food Technologists (“IFT”) and is effective as of the date of last signature (“Effective Date”). Each party to this Agreement may be referred to individually as a “Party” and together as the “Parties”. IFT is operating its Seeding The Future Global Food System Challenge which is funded by Seeding The Future Foundation. IFT is awarding funds to Awardee contingent upon the following:

A. APPLICATION, AWARD AMOUNT AND PAYMENT SCHEDULE

1. APPLICATION

IFT is awarding Awardee this grant to carry out the project described in the Application submitted by Awardee to IFT (“Project”). The Application’s project title, executive summary, budget, and timeline as submitted in the Application are attached to this Agreement as Exhibit A.

2. AWARD AMOUNT AND PAYMENT

IFT will pay Awardee the total award amount (“Award Funds”) according to the award category and specified in the Payment and Reporting Schedule attached hereto as Schedule 1. IFT will distribute the Award Funds as outlined in the Payment and Reporting Schedule to Awardee no later than 45 days after execution of this Agreement. It is the responsibility of Awardee to distribute any Award Funds to team members, partners, or contractors, if any, identified in the Project plan and budget.

3. MILESTONES AND TIMELINE REPORTING

Awardee shall use its reasonable best efforts to complete the activities set forth in the Project. Awardee shall notify IFT immediately, in writing, of any event that reduces or is likely to materially reduce or delay Awardee’s ability to undertake the activities set forth in the Application. Payments are subject to Awardee’s compliance with this Agreement, including Awardee’s achievement, and IFT’s approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement.

4. REPORTING SCHEDULE

Awardee will submit reports to IFT pursuant to the Payment and Reporting Schedule and IFT’s templates or forms, which IFT will make available to Awardee and which may be modified from time to time. Awardee must demonstrate meaningful progress against the targets or milestones. If meaningful progress has not been made, the report should explain why not and what adjustments Awardee is making to get back on track. Awardee shall notify IFT’s primary contact if Awardee needs to add or modify any targets or milestones. IFT must approve any such changes in writing and IFT reserves the right to reject any proposed changes. Awardee agrees to submit other reports IFT may reasonably request.

B. TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions:

1. MANAGEMENT OF AWARD FUNDS

1.1. USE OF AWARD FUNDS

Awardee may not use the Award Funds for any purpose other than the Project. Awardee may not use the Award Funds to reimburse any expenses incurred prior to the Effective Date. At IFT’s request, Awardee will repay any portion of the Award Funds and/or Income (as defined below) used or committed in material breach of this Agreement, as determined by IFT in its discretion.

1.2. ACTIVITIES IN THE U.S. BY ORGANIZATIONS OUTSIDE OF THE U.S.

This Section 1.2 applies only if Awardee is a non-U.S. based organization. Awardee may not use more than 20% of the Award Funds for activities in the U.S., including travel to or from the U.S. This limitation does not apply to Awardee's sub awardees or subcontractors that: (a) are independent from and not controlled by Awardee; (b) have provided Awardee an application and budget describing how the Award Funds will be used, and Awardee has determined that the activities and costs are reasonable; and (c) are not Awardee's agents.

1.3. SEGREGATION OF ACCOUNTS

Awardee must maintain separate accounting records dedicated to the Project so as to clearly show how award funds were spent during the award period.

1.4. DIRECT AND INDIRECT COSTS

Costs allowable under this Agreement are based on the Project and budget and shall be consistent with Awardee's policies. The Award Funds may be used for direct expenses such as personnel, cost for using existing hardware, existing pilot plant or existing laboratory infrastructure, necessary travel (coach class), supplies, new equipment if specified in Exhibit A, contracted services, sub-grants, and consultants. The Award Funds may be used to pay any indirect costs so long as the aggregate amount of indirect costs does not exceed 6% of the total Award Funds. Indirect costs are defined as (1) overhead expenses incurred as a result of the Project, but that are not easily identifiable with the Project and (2) administrative expenses that are related to overall general operations and are shared among projects and/or functions. Examples of indirect costs include, but are not limited to, rent, insurance, gas, and electricity.

1.5. INVESTMENT OF FUNDS

In the event that Awardee chooses to invest Award Funds, Awardee must invest the Award Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Award Funds are available for the Project. Together with any progress or final reports required under this Agreement, Awardee must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Award Funds (collectively, "Income"). Any Income must be used for the Project.

2. INTELLECTUAL PROPERTY RIGHTS

Awardee will maintain ownership of any and all Background Technology and Funded Developments; provided, however, Award Funds may not be used to limit third party access to Funded Developments or any innovations created with the use of Award Funds. Award Funds may not be used to file any patents.

"Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by Awardee or a third party prior to or outside of the Project used as part of the Project.

3. SUBCONTRACTS

Awardee has the exclusive right to select subcontractors to assist with the Project. Awardee acknowledges that IFT has not and will not earmark the use of any Award Funds for a specific subcontractor.

4. RESPONSIBILITY FOR OTHERS

Awardee is responsible for all acts and omissions of any of its trustees, directors, officers, employees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

5. PROHIBITED ACTIVITIES

5.1. GENERAL

In performing its obligations under this Agreement, Awardee shall comply with all relevant laws and regulations, and executive orders applicable to such activities. Without limiting the preceding sentence, Awardee shall comply with all laws relating to discrimination by employers or in public accommodations, receipt and disbursement of funds, tax reporting and withholding requirements, workers' compensation, and wage and hour laws, in each case as they relate to Awardee's activities to meet its obligations under this Agreement.

5.2. ANTI-TERRORISM

Awardee shall not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by IFT in its sole discretion.

5.3. ANTI-CORRUPTION; ANTI-BRIBERY

Awardee shall not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to IFT or the Project, including by assisting any party to secure an improper advantage.

5.4. LOBBYING, GIFT, AND ETHICS RULES

Awardee shall not use the Award Funds to influence the outcome of any election for public office or to carry on any voter registration drive. IFT is not retaining or employing Awardee to engage in lobbying activities. Awardee may not use the Award Funds to support lobbying activity or to otherwise support attempts to influence local or foreign legislation. Awardee's strategies and activities, and any materials produced with the Award Funds, must comply with applicable lobbying laws. Awardee agrees to comply with gift and ethics rules applicable to the Project.

6. OTHER

6.1. PUBLICITY

IFT may at any time publicly disclose information about the Project and award described in this Agreement, including Awardee's name, the total amount awarded, and a description of the Project. Awardee may publicly disclose information about the award of this grant provided that it obtains prior written approval of IFT before using the IFT's name, IFT's logo, the logo of the Seeding The Future Global Food System Challenge under which the award under this agreement is being awarded, for promotional or any other purposes.

6.2. LEGAL ENTITY AND AUTHORITY

Awardee confirms that: (a) it is an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which it was organized or formed; (b) it is not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) it has the right to enter into and fully perform this Agreement; and (d) its performance will not violate any agreement or obligation between Awardee and any third party. Awardee will notify IFT immediately if any of the above changes during the term of this Agreement.

6.3. COMPLIANCE WITH LAWS

In carrying out the Project, Awardee shall comply with all applicable laws, regulations, and rules and shall not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

6.4. COMPLIANCE WITH REQUIREMENTS

Awardee shall conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards (“Requirements”). Awardee shall obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Awardee’s progress reports to IFT, Awardee must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- (a) any protected information (including personally identifiable, protected health, or third-party confidential), Awardee shall not disclose this information to IFT without obtaining IFT’s prior written approval and all necessary consents to disclose such information;
- (b) children or vulnerable subjects, Awardee shall obtain any necessary consents and approvals unique to these subjects; and/or
- (c) any trial involving human subjects, Awardee will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by IFT in reviewing documents and providing input or funding does not modify Awardee’s responsibility for determining and complying with all Requirements for the Project.

6.5. RELIANCE

Awardee acknowledges that IFT is relying on the information it provides in the progress and final reports and during the course of any due diligence conducted prior to the Effective Date and during the term of this Agreement. Awardee represents that IFT may continue to rely on this information and on any additional information it provides regarding activities, progress, and Funded Developments.

6.6. INDEMNIFICATION

Awardee will indemnify, defend, and hold harmless IFT and Seeding The Future Foundation and both of its trustees, employees, and agents (“Indemnified Parties”) from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys’ fees and expenses) (collectively, “Claims”) arising out of or relating to the acts or omissions, actual or alleged, of Awardee or its employees, subcontractors, contingent workers, agents, and affiliates under this Agreement. Awardee agrees that any activities by IFT in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive IFT’s rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Awardee’s indemnification obligations are limited to the extent permitted or precluded under applicable laws, including U.S. federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Awardee’s governmental and sovereign immunities, if any.

6.7. INSURANCE

Awardee will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally accepted industry standards and as required by law. Awardee shall ensure its subcontractors maintain insurance coverage consistent with this section.

6.8. TERM

This Agreement commences on the Effective Date and continues until the conclusion of the Project as outlined in Exhibit A, unless terminated earlier as provided in this Agreement. IFT, in its discretion, may approve in writing any request by Awardee for a no-cost extension or to amend the end date of the Project, and to adjust any affected reporting requirements.

6.9. TERMINATION

IFT may modify, suspend, or discontinue any payment of the Award Funds or terminate this Agreement if: (a) IFT is not reasonably satisfied with Awardee's progress on the Project; (b) there are significant changes to Awardee's leadership or other factors that IFT reasonably believes may threaten the Project's success; (c) there is a change in Awardee's control; (d) there is a change in Awardee's tax status; or (e) Awardee fails to comply with this Agreement as reasonably determined by IFT.

6.10. RETURN OF FUNDS

Any Award Funds plus any Income that have not been used for, or committed to, the Project upon expiration or termination of this Agreement for any cause must be returned promptly to IFT to the extent consistent with applicable law. If applicable law does not permit such return, then Awardee must transfer such Award Funds to another charitable organization designated or approved by IFT to the extent consistent with applicable law. For Award Funds plus any Income returned by Awardee to IFT, IFT will in its discretion apply those Funds to another charitable purpose. IFT may consider in its discretion Awardee's recommendations of charitable purposes in directing those Funds.

6.11. MONITORING, REVIEW AND AUDIT

IFT may monitor and review Awardee's use of the Award Funds, performance of the Project, and compliance with this Agreement, which may include teleconference meetings or onsite visits to assess Awardee's organization's governance, management and operations, discuss Awardee's program and finances, and review relevant financial and other records and materials. In addition, IFT may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four (4) years after the Award Funds have been fully spent. Any onsite visit or audit shall be conducted at IFT's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

6.12. INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement Awardee is audited by its internal audit department or by a third party, Awardee will provide the audit report to IFT upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan"). The Remediation Plan must include (a) details of actions that Awardee will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

6.13. RECORD KEEPING

Awardee shall maintain complete and accurate accounting records and copies of any reports submitted to IFT relating to the Project. Awardee will retain such records and reports for four (4) years after the Award Funds have been fully spent. At IFT's request, Awardee will make such records and reports available to enable IFT to monitor and evaluate how the Award Funds have been used or committed.

6.14. SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

6.15. ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Application, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

6.16. NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Payment and Reporting Schedule, or as otherwise directed by the other Party.

6.17. SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

6.18. ASSIGNMENT

Awardee may not assign, or transfer by operation of law or court order, any of its rights or obligations under this Agreement without IFT's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

6.19. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

6.20. GOVERNING LAW AND JURISDICTION.

This Agreement and any dispute or claim arising out of or in connection with the Agreement shall be governed by and construed in accordance with the laws of Illinois, United States of America. The Parties agree that the federal or state courts in the City of Chicago, Illinois shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute between them that may arise out of or in connection with the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Award Agreement to be duly executed the day and year first above written.

AWARDEE:



By: _____
Name: _____
Title: _____

IFT:

Institute of Food Technologists

A handwritten signature in cursive script that reads "Corrine Calice".

By: _____
Name: Corrine Calice
Title: Senior Director, Knowledge and Learning Experiences

Schedule 1

Payment and Reporting Schedule

1. Award Funds

IFT will pay Awardee the total award amount of **x**.

2. Primary Contact Information

All notices under this Agreement shall be given to the following:

If to IFT:

Name: Corrine Calice
Address: 525 W. Van Buren Ste. 1000
Telephone: +1 (773) 410-7005 (mobile)
Email address: ccalice@ift.org

If to Awardee:

Name: [•]
Address: [•]
Telephone: [•]
Email address: [•]

The Parties may amend the primary contact information by providing notice in writing to the other Party at any time.

3. Reporting

Awardee must prepare and submit a Progress and Financial Report that includes how Award Funds have been spent and highlights program progress and outcomes, including any obstacles or challenges encountered.

Awardee will submit to IFT a final report not longer than 4 pages, and a presentation regarding the Project by the end date indicated in the timeline in Exhibit A. Awardee must submit all reports electronically.

Type of Report (interim or final)	Deadline
Final	[•]

The report should be a cumulative, stand-alone document that describes the work performed with the Award Funds during the Term. The progress section of the report must (i) describe the work performed with the Award Funds during the Term as described in the Application, (ii) highlight any changes in scope, (iii) report any external factors which had a material impact on the Project and (iv) explain whether disruptions have or will significantly affect the progress or outcomes of the Project. The financial section of the report should include an account of the manner in which Awardee spent the Award Funds.

IFT invites Awardee to present its Project as a pre-recorded video to be included in the scientific program at the IFT Annual Event and Expo in July.

Exhibit A

Project title, executive summary, budget and timeline

(see attached)