# Annotated Contract Review

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Project Apis m.  
PO Box 26793  
Salt Lake City, UT 84126  
www.projectapism.org  
RESEARCH AGREEMENT 382  
THIS RESEARCH AGREEMENT 382 (the "Agreement") is made as of August 15,  
2023, by and between Project Apis m, a California nonprofit corporation (the "PAm"), and  
Auburn University (the "Contractor").  
Recitals  
A.  
PAm is a party to a certain Research Management Agreement (the "Funding  
Agreement") with CropScience LP ("Bayer"), pursuant to which PAm receives funding from  
Bayer to support bee-related research. PAm desires to utilize a portion of such funding to  
engage Contractor to conduct certain research on the terms and conditions in this Agreement.  
B.  
Contractor desires to conduct the research as provided herein.  
Agreement  
NOW, THEREFORE, in consideration of the foregoing, and in reliance upon the mutual  
promises contained in this Agreement, the parties hereby agree as follows:  
1.  
Research. Contractor agrees to take the actions and conduct the research as set  
forth on Exhibit A hereto, including providing to PAm all deliverables described therein and the  
Reports (defined below) (the "Project"). Dr. Geoffrey Williams shall be Contractor's project  
director for the Project (the "Project Director"). Contractor shall maintain communication with  
the designated liaison for PAm regarding the status of the Project. Contractor shall provide PAm  
a copy of any final publication resulting from the Project.  
2.  
Reports. During the Term (defined below) Contractor shall provide to PAm: (i)  
regular project updates via email and telephone; (ii) detailed semi-annual reports due on October  
1 and April 1; and (iii) and a final report following completion of the Project (each a "Report"  
and collectively, the "Reports"). Each Report will include all elements outlined in PAm's online  
submission portal. Bayer and PAm shall be identified as the funding and research sponsor in all  
Reports. All Reports will be of high quality by professional and academic standards (the  
"Performance Standards"). PAm has the right to request, and Contractor shall provide, an update  
to and/or resubmission of any Report which does not meet the Performance Standards. In  
addition to the Reports, Contractor shall provide PAm with periodic updates regarding the  
Project, suitable for PAm to share with the general public, regarding new developments and  
overall status of the Project. PAm may provide copies of all Reports and other information  
regarding the Project to Bayer.  
3.  
Funding. PAm agrees to provide a total of $58,430.00 (the "Funds") to  
Contractor for performance of the Project, subject to and contingent upon PAm's receipt of such  
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Funds from Bayer pursuant to the terms of the Funding Agreement. The Funds are a fixed  
amount and are not subject to increase regardless of the amount expended by Contractor in  
performing the Project. The Funds will be distributed to Contractor, following receipt by PAm  
of an appropriate invoice from Contractor, in 2] installments, the first, $43,823.00 after signing  
this agreement], with the final installment, $14,607.00 being delivered to Contractor only  
following receipt by PAm of all deliverables set forth on Exhibit A and the final Report, each in  
form and substance satisfactory to PAm. If Contractor fails to timely produce any deliverables  
set forth in the Research Proposal or any Report or to resubmit any Report that does not meet the  
Performance Standards, then PAm may withhold any unpaid installments of Funds. No Funds  
may be used for overhead or indirect costs related to the performance of the Project. No Funds  
may be used in any manner for the purpose of influencing legislation and/or influencing  
governmental policy or action.  
4.  
Term and Termination. The term of the Agreement shall commence on the date  
hereof and end on July 1, 2025 (the "Term"). This Agreement may be terminated prior to the  
expiration of the Term: (i) by PAm, if Contractor fails to produce Reports according to the  
Performance Standards or (ii) by PAm, if Contractor breaches or defaults in any of its  
representations, warranties, covenants or agreements set forth in this Agreement if such breach  
or default remains uncured following a ten (10) day cure period which shall commence upon  
PAm's written notice to Contractor of such breach or default; or (iii) by either party on thirty  
(30) days advance written notice to the other party. PAm shall have no obligation to pay any  
remaining installment payments of Funds that arise after the date of the termination of this  
Agreement. Upon termination of this Agreement, Contractor shall provide PAm with all  
complete and partially complete deliverables and Reports that exist as of the date of such  
termination.  
5.  
Independent Contractor Status. PAm and Contractor agree that Contractor and  
PAm are acting as independent parties and that Contractor is an independent contractor. Neither  
party shall be considered or represent itself as a joint venturer, partner, agent or employee of the  
other.  
6.  
Record Keeping. Contractor shall maintain accurate and complete books, records  
and accounts of all financial transactions pertaining to the Project and the Funds. Contractor shall  
permit PAm or its authorized representative to have access, during normal business hours, to all  
records necessary to support the amounts distributed for research hereunder. Contractor will use  
reasonable efforts to ensure that PAm receives all necessary documentation and responses to  
questions raised during an audit in a timely manner. PAm will provide notice to Contractor, of at  
least two (2) weeks prior to the commencement of any audit to allow the necessary time for  
Contractor to retrieve supporting documentation. Unless otherwise agreed to by the Parties in  
writing, Contractor shall retain its records for a period of at least five (5) years following the  
termination of this Agreement.  
7.  
Publicity. Contractor shall discuss and publish its findings with respect to the  
Project in scientific seminars, conferences, webinars, presentations and scientific journals,  
including venues and journals appropriate to communicate findings to commercial beekeepers.  
Contractor is required to prominently acknowledge the participation of PAm and Bayer's  
HealthyHives in the Project at all public announcements regarding the Project and is required to  
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