

**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

1. 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.
2. 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 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 propose 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 prominently display the Project Apis m. and HealthyHives names, logos and trademarks on all written materials which are publicly released regarding the Project (including on websites); provided however that the right of Contractor to display the Project Apis m. and Healthy Hives names, logos and trademarks on written materials is limited solely to public written materials regarding the Project and for no other purpose. PAm may use Contractor’s name and the name of Contractor’s Project Director along with PAm’s reason for funding the Project.

8. Representations ~~and Warranties~~. Each party represents ~~and warrants~~ to the other that: he or it has full power, capacity and authority to enter into this Agreement; the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and constitutes a valid and binding obligation enforceable against him or it in accordance with its terms; no action, suit, or proceeding is pending or, to his or its knowledge, threatened against him or it before or by any court, administrative agency, or other governmental authority that brings into question the validity of the transactions contemplated by this Agreement. Contractor represents ~~and warrants~~ that Contractor will throughout the duration of this Agreement remain in strict compliance with all applicable laws and regulations.

9. Third Party Claims. From and after the date hereof, Contractor shall defend and hold PAm harmless from and against any and all claims, liabilities, damages, losses or expenses (including reasonable attorneys fees) brought against PAm by third parties that arise from or are related to the acts or omissions of Contractor in connection with this Agreement.

10. Miscellaneous. This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, whether written or oral. This Agreement may not be assigned by Contractor without the prior written consent of PAm. This Agreement may be amended by the written, mutual consent of the parties. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law or choice of law principles.~~ The failure of a party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such provision or deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement. This Agreement may be executed in counterparts, which, taken together, shall constitute the whole of the Agreement as between the parties. Electronic signatures shall have the same force and effect as manual signatures in respect of execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO RESEARCH AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

PAm: PROJECT APIS M

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Danielle Downey  
 Title: Executive Director

CONTRACTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**