



Research Network  
Policies and Procedures

New Harvest, Inc. (“**New Harvest**”) operates and maintains the New Harvest Research Network (the “**Network**”), through which individuals will have the opportunity to join as research fellows (“**Fellows**”), communicate with other Fellows through the Network and join the twice yearly New Harvest retreat in order to support their research. Your membership and participation in the Network is conditioned on acceptance and compliance with these Policies and Procedures. By participating in the Network, you agree to adhere to and be bound by the requirements of these Policies and Procedures, as the same may be altered, modified, amended or changed by New Harvest from time to time. In addition, as a condition precedent to inclusion in the Network, you are required to read and agree to the Terms and Conditions of the Network (the “**Terms**”), as the same may be altered, modified, amended or changed by New Harvest, which are explicitly incorporated herein.

1. Registration:

- a. In order to join the Network, you are required to provide the following registration information to New Harvest:
  - i. Full name of Fellow;
  - ii. Description of research on topics related to or supporting the development of cellular agricultural science; and
  - iii. Address and contact information for notices.
- b. 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.

2. Focused Research:

- a. You must devote reasonable time and effort on the research as described at the time of registration (the “**New Harvest Research**”). You may change the focus of your New Harvest Research only upon prior written consent from New Harvest.
- b. You may not undertake any other research nor accept any payment to undertake any other research while participating in the Network.
- c. You may not run a business or trade for profit while participating in the Network.
- d. You may act as a teaching assistant or instructor for no more than one (1) course per semester while participating in the Network.

- e. You may solicit and accept funding from any source to carry out your New Harvest Research; provided, however that any such source does not conflict with your obligations as set forth in these Policies and Procedures.

### 3. Public Statements:

- a. You must notify New Harvest of any prospective Media interaction or public disclosure, including the specifics of the Media outlet, the Media representative, and the proposed subject matter of the interaction and provide copies of any intended publication at least ten (10) business days prior to such intended public disclosure or publication. You may not proceed with such Media interaction, public disclosure or publication without New Harvest's express written consent.
- b. You must obtain New Harvest's prior written consent before participating in any Media event or any meeting, whether public or not, which concerns the New Harvest Research or cellular agriculture in general; provided, however, that you are not required to obtain such written consent prior to participating in meetings directly related to your employment.
- c. When communicating with the Media or participating in Media events, you may discuss the New Harvest Research and state that the New Harvest Research is funded by New Harvest; provided, however that you must state that you are not speaking, and are not entitled to speak, on behalf of New Harvest, the Network, or any other Fellow(s).
- d. Communication with the Media includes, but is not limited to, an interview with any member of the Media, writing any article for publication by any publication other than an academic journal, or answering any questions from the media at a public event.
- e. "Media" means all print and digital media and live events at which the media are present.

### 4. The Network:

- a. You must share your in-progress research with New Harvest and other Fellows in the Network on a regular basis.
- b. You must attend and participate in the biannual retreat hosted by New Harvest twice a year (the "**Retreat**"). New Harvest is responsible for the reasonable cost of your attending the Retreat, including flight and accommodations, subject to New Harvest's sole discretion.
- c. You must participate, for at least ninety (90) minutes per week, in a weekly meeting using a communications platform as determined by New Harvest (i.e., Slack) and regularly scheduled video calls with New Harvest.
- d. If your New Harvest Research is confidential or embargoed, you are still required to share such New Harvest Research with the Network but must clearly indicate

that such New Harvest Research is confidential or embargoed, including the anticipated termination date of such embargo.

- e. You may not record any communication with New Harvest or any other Fellow without the prior written consent of New Harvest or the other Fellow, as applicable.

5. Ongoing Obligations of Fellows:

- a. You must use best efforts to further your New Harvest Research.
- b. You must cooperate with New Harvest and the Network in any assessment or peer review of your work.
- c. You must avoid any conflict of interest, and must promptly notify New Harvest in the event of any conflict of interest, including but not limited to any obligation to or membership in any organization which is contrary to the values, vision, mission, objectives, practices and philosophy of New Harvest.
- d. 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.
- e. You must submit monthly reports to New Harvest, including a minimum of two (2) images of laboratory work which are satisfactory, in New Harvest's sole discretion, for sharing with donors.
- f. You must publish at least one (1) original research paper or research proposal in connection with the New Harvest Research in a peer reviewed scientific journal within the grant period as set forth in your proposal for the New Harvest Research.
- g. Subject to these Policies and Procedures, you must regularly disseminate such monthly reports and/or original research paper, as appropriate, at relevant events (i.e., the New Harvest Conference, the International Conference on Cultured Meat) and other public engagement and outreach programs.
- h. You must work together in good faith with New Harvest to prepare proposals to submit to donors and other external funding sources.
- i. You must participate in and engage with the Network on topics related to the responsible, evidence based research of cellular agriculture, including assisting other Fellows in advancing their research.
- j. You must work together in good faith with New Harvest to communicate to the general public the value of open cellular agriculture.

6. Code of Conduct:

- a. New Harvest does not discriminate based on race, sex, gender, pregnancy, religion, or national origin.
- b. New Harvest does not permit any form of harassment, including but not limited to:

- i. Intimidation or stalking, whether online or in person,
  - ii. Harassing photography or recordings,
  - iii. Sustained disruption of talks or other events,
  - iv. Inappropriate physical contact, and
  - v. Unwelcome sexual attention.
- c. You must conduct yourself in a professional manner appropriate for that of a Fellow of New Harvest, including but not limited to, refraining from any behavior that may reflect poorly on New Harvest or the Network.
- d. You must acknowledge the work of others and may not plagiarize or otherwise pass off the work of another as your own.
- e. 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 your employer.
- f. New Harvest encourages any Fellow 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.

7. Image Release:

- a. You hereby grant New Harvest the irrevocable right to use your image and likeness, whether submitted by you to New Harvest or taken at Retreats, conferences or other events at which you participate as a Fellow.
- b. New Harvest may use, reuse and publish, in any and all mediums now or subsequently invented or discovered, your image and likeness in New Harvest related materials and advertising materials.
- c. You have no right to inspect, alter, approve or disapprove any images, and shall not be compensated for New Harvest's use of your image or likeness.
- d. You are encouraged to promptly notify New Harvest if the use of your image or likeness is reasonably likely to negatively affect your safety or security.

8. License to New Harvest: You hereby grant to New Harvest a limited, non-exclusive, worldwide, royalty free, revocable 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 your digital and non-digital content, and/or to incorporate it into a collective work.

9. Termination: New Harvest may terminate your membership in, access to and use of the Network at any time and without notice following your breach of any of these Policies and

Procedures or the Terms. 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.

10. Amendment; Modification; Waiver: New Harvest may amend or change these Policies and Procedures, at New Harvest's sole discretion, for any reason at any time. Your continued participation as a Fellow in the Network following the posting of such changes will constitute your assent to all such changes. Please periodically visit this section of New Harvest's website to review the current version of these Policies and Procedures ([www.new-harvest.org](http://www.new-harvest.org)). New Harvest also reserves the right to request that you acknowledge your acceptance through an electronic click-through. These Policies and Procedures supersede any and all verbal changes. 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 these Policies and Procedures, no failure to exercise or delay in exercising any rights, remedy, power or privilege arising from these Policies and Procedures shall operate or be construed as a waiver thereof.