

INDEPENDENT RESEARCH GRANT AGREEMENT
BETWEEN
WORLD COFFEE RESEARCH
AND
BERNADITH T. BORJA and NEIL PEP DAVE N. SUMAYA

This Independent Research Grant Agreement is made by and between World Coffee Research (“WCR”), a California nonprofit mutual benefit corporation, and Bernadith T. Borja and Neil Pep Dave N. Sumaya (“Grantee”), and sets forth the terms of the Grantee’s relationship with WCR as follows:

1. Research Services. Effective May 1, 2022, WCR shall retain Grantee and Grantee shall provide WCR with the research products (hereinafter described as the “Research Grant”), such services which shall include, without limitation, completion of the research proposal as described in Appendix A. The nature of the Research Grant may be modified by WCR in writing at any time, with the written agreement of Grantee.
2. Term. This Agreement shall remain in effect from May 1, 2022, until March 31, 2023 (the “Term”), unless terminated earlier by one or both of the parties as set forth herein.
3. Fee. In consideration of the performance of the Research Grant, WCR shall pay Grantee a fixed fee of \$ 8,500 USD, payable during the Term of this Agreement and according to the payment schedule in Appendix A.
4. Termination. WCR or Grantee may terminate this Agreement with or without cause (i) by the written agreement of both parties, or (ii) with 30 days’ written notice to the other party. Upon termination of the Agreement, WCR’s obligation to pay the fees described in Paragraph 3 herein and to reimburse Grantee for the expenses described in Paragraph 6 herein shall cease, effective as of the date of termination. WCR shall have the authority to demand a full return of the fees paid by WCR if the grantee deliberately fails to deliver the output.
5. Control. Grantee has the right to control and direct the means, manner and method by which the Research Grant research is performed.
6. Equipment and Materials, Expenses and Insurance. Grantee shall furnish all equipment, materials and labor used to perform the Research Grant. Grantee shall pay all ordinary and necessary expenses arising from its performance of the Research Grant. WCR shall not provide insurance coverage of any kind for Grantee or name Grantee as an additional insured on any of its insurance policies.
7. Independent Contractor Status. The Parties agree and acknowledge that Grantee is an independent contractor. Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the parties. Grantee has no authority to enter into any agreements or contracts on behalf of WCR, or to bind WCR in any way, and shall not represent, either explicitly or implicitly, that he possesses any such authority. Grantee is not, nor shall be, deemed to be, for any purpose, an employee or agent of WCR. WCR shall not be responsible to Grantee, or to any governmental authority, for the payment or withholding of any

federal, state or local income, unemployment or other employment-related taxes in connection with the performance of the Research Grant. It is understood that WCR shall not withhold from Grantee's compensation any amount that would normally be withheld from an employee's pay and Grantee warrants and agrees to pay all federal, state and local taxes incurred and chargeable to him in connection with the performance of the Research Grant. Grantee further warrants and agrees to file all required forms and make all federal, state or local tax payments appropriate and necessary to Grantee's tax status as an independent contractor and shall not claim any other status. Grantee further warrants and agrees to file all other required forms, registrations, reports, and other filings, and to pay all corresponding fees or other charges, as may be required of Grantee, at the federal, state and/or local levels, as a consequence of activities being conducted by Grantee for or on behalf of WCR.

8. Indemnification. Grantee agrees to indemnify, save and hold harmless WCR from and against any and all losses, expenses (including, but not limited to, payroll and income taxes and attorneys' fees), damages, claims, suits, demands, judgments and causes of action of any nature arising from or as a result of (i) the performance of Grantee's obligations under this Agreement, (ii) the failure of Grantee to comply with any term or condition of this Agreement, (iii) the breach of any representation or warranty given or made by Grantee, and/or (iv) the reclassification of Grantee as an employee of WCR.

9. Data Ownership and Use. Data produced in the course of the Research Grant is owned by the Grantee subject to WCR's right to use it in accordance with the terms of this Agreement.

10. Publication. Each Party wishes that the results of the Research Grant are publishable. The Grantee agrees to comply with the requirements of WCR and PhilCAFE publication policies. For both academic and non-academic publications resulting from the work performed under this Research Grant, the Grantee will include a disclaimer which is in substantially conformity with the following example: "This publication was prepared under a Grant funded by WCR under the PhilCAFE Cooperative Agreement/Grant No. FCC-492-2018/001/00 funded by USDA and led by ACDI/VOCA. The content of this publication does not necessarily reflect the views, analysis or policies of WCR, ACDI/VOCA or USDA, nor does any mention of trade names, commercial products, or organizations imply endorsement by WCR or ACDI/VOCA or USDA." All scientific papers, articles, publications, and announcements of advances generated in connection with the Research Grant, during the Term or in the future, will give proper credit to the efforts of each Party.

11. Limited License. The name World Coffee Research and WCR; the WCR logo; all WCR slogans; and all other trademarks, service marks, copyrights, and other intellectual property of WCR (collectively, the "Intellectual Property") are the property of WCR, but may be used by Grantee in strict accordance with the terms and conditions set forth below:

a. The Intellectual Property is the sole and exclusive property of WCR. The Intellectual Property may be used by Grantee if and only if such use is made strictly pursuant to the terms and conditions of this limited and revocable license. Any failure by Grantee to comply

with the terms and conditions contained herein may result in the immediate revocation of this license. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by WCR in its sole discretion.

b. The Intellectual Property may be used by Grantee solely in furtherance of the obligations of Grantee hereunder; provided, however, that the Intellectual Property may not be used in any manner that, in the sole discretion of WCR: discredits WCR or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between WCR and Grantee, including but not limited to any use of the Intellectual Property that might be reasonably construed as an endorsement, approval, sponsorship, or certification by WCR of Grantee or Grantee's services, or that might be reasonably construed as support or encouragement by WCR to purchase or utilize Grantee's services.

c. Use of the Intellectual Property shall create no rights for Grantee in or to the Intellectual Property beyond the terms and conditions of this limited and revocable license. WCR shall have the right, from time to time, to request samples of use of the Intellectual Property by Grantee from which it may determine compliance with these terms and conditions. Without further notice, WCR reserves the right to prohibit use of the Intellectual Property if it determines, in its sole discretion, that Grantee's usage thereof, whether willful or negligent, is not in strict accordance with the terms and conditions of this license or otherwise could discredit WCR or tarnish its reputation and goodwill. Upon the termination or expiration of this Agreement, all rights of Grantee to use the Intellectual Property shall immediately terminate.

12. Reporting and Inspection. During the Term of this Agreement, Grantee shall report in writing to WCR with whatever frequency and regarding whatever subject matter WCR shall hereinafter require of Grantee in order for WCR to stay apprised of Grantee's activities under this Agreement. Furthermore, during the Term of this Agreement, upon reasonable notice and during regular business hours, WCR shall have the right to inspect all books and records of Grantee relating to the subject matter of this Agreement.

13. Conflict of Interest. Grantee represents and warrants that it has no business, professional, personal, or other interests, including but not limited to the representation of other WCRs, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the Term of this Agreement, Grantee shall immediately inform WCR in writing of such conflict. If, in the reasonable judgment of WCR, such conflict poses a material conflict to and with the performance of Grantee's obligations under this Agreement, then WCR may terminate the Agreement immediately upon written notice to Grantee; such termination of the Agreement shall be effective upon the receipt of such notice by Grantee. Nothing herein shall preclude Grantee from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement, or do not otherwise pose a conflict of interest with Grantee's obligations under this Agreement.

14. Nondisclosure of Confidential and Proprietary Information.

a. Through its performance of Research Grant, Grantee may have access to certain confidential and proprietary information concerning WCR's organization, employees, members, donors, and otherwise, including but not limited to, information concerning WCR's organization and structure, business and marketing plans, financial data, the identity of present and prospective members of and donors to WCR, WCR's current and prospective contracts, and policies, standards, procedures, and practices of WCR (hereinafter referred to collectively as "Confidential Information"). The use of Confidential Information for the benefit of any person or entity other than WCR and the disclosure of such information to any person outside of WCR would cause severe competitive and financial damage to WCR.

b. Unless expressly authorized by WCR, both during and after the Term of this Agreement, Grantee will not use Confidential Information for his own benefit or for the benefit of anyone other than WCR, or disclose such information to anyone outside of WCR, except in the proper course of WCR's business. Grantee shall use all reasonable efforts to keep this information confidential.

c. Upon the termination of this Agreement, or at any time upon the request of WCR, Grantee shall return to WCR all printed, audio-visual and electronic documents, data and other materials, including all originals, copies and extracts thereof, containing or referencing any Confidential Information or otherwise relating to WCR's organization or operations, and all other property of WCR then in his possession.

15. Miscellaneous.

a. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them. This Agreement shall not be modified or waived except by written instrument signed by both parties.

b. In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.

c. This Agreement shall inure to the benefit of and be binding upon the parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.

d. This Agreement may not be assigned by Grantee or the rights granted to or obligations imposed upon Grantee transferred or sublicensed by Grantee, without the express prior written consent of WCR.

e. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

f. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

g. Grantee covenants, warrants and represents that he shall comply with all laws and regulations applicable to this Agreement, and that he shall exercise due care and act in good faith at all times in performance of his obligations under this Agreement.

h. Grantee shall comply with any applicable federal and state laws governing solicitations and individual privacy, and all rules and regulations thereunder, in promoting Grantee's products and services and in otherwise carrying out Grantee's obligations under this Agreement. Grantee shall indemnify and hold harmless WCR, its officers, directors, affiliates, agents, and employees from and against any third-party claims arising out of any alleged or actual violations of such laws, rules and regulations, including but not limited to damages, liabilities, losses, judgments, settlements, costs, and attorneys' fees and expenses.

i. All notices and demands of any kind or nature which either party may be required or desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight delivery (e.g., UPS or FedEx), with constructive receipt deemed to have occurred one (1) calendar day after the mailing or sending of such notice, to the following addresses:

If to WCR: World Coffee Research
10940 SW Barnes Road #334
Portland, OR 97225
kristin@worldcoffeeresearch.org
Attn.: Kristin Franklin, Contracts and Grants Manager

If to Grantee: Bernadith Borja
Faculty, University of Southern Mindanao
btborja@usm.edu.ph

j. Grantee acknowledges that this Agreement was made by the parties in the State of California and shall be governed and enforced in accordance with the laws of the State of California, without effect to its conflict of laws provisions. Grantee acknowledges that the state and federal courts located in the State of California shall be the exclusive forums for the resolution of any disputes concerning this Agreement or Grantee's provision of Research Grant to WCR, and Grantee agrees to submit to the jurisdiction of such courts.

k. Grantee acknowledges that, if he breaches any provision of this Agreement, WCR would be irreparably harmed, that monetary damages alone may not be sufficient to adequately protect WCR from or compensate WCR for such breach, and that, in addition to any other remedy, WCR shall be entitled to recover all expenses incurred in enforcing these provisions,

including but not limited to attorneys' fees and expenses, court costs, and to a preliminary and permanent injunction enjoining such breach.

1. Both parties have read the foregoing Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

GRANTEE

WORLD COFFEE RESEARCH

By: 
Bernadith T. Borja

By: 
Dr. Jennifer ' Vern' Long
Chief Executive Officer

Dated: April 22, 2022

Dated: 04 / 28 / 2022

By: 
Neil Pep Dave N. Sumaya

Dated: April 22, 2022

APPENDIX A – STATEMENT OF WORK**Title:** PhilCAFE Research Grant Recipient**Period of Performance:** May 1, 2022 – March 31, 2023**Cost:** \$8,500 USD**Program:** 609-PhilCAFE; Breeding Asia**WCR Responsible:** Donnel Tiedra, donnel@worldcoffeeresearch.org

Grantee:	Bernadith T. Borja and Neil Pep Dave N. Sumaya
Proposal Title:	Disease Profiling and Development of Weather- Based Models in Forecasting Coffee Disease Epidemics

Background

The Philippine Coffee Advancement and Farm Enterprise (PhilCAFE) is a five-year project which aims to increase production of conventional and specialty coffee, increase coffee exports, and build the capacity and expand service provision of coffee value chain actors.

The project is funded by the United States Department of Agriculture (USDA) and implemented by the Agricultural Cooperative Development International/Volunteers in Cooperative Assistance (ACDI/VOCA) and its partners Coffee Quality Institute and World Coffee Research.

The objective of these grants is to empower state universities and colleges in the Philippines and to strengthen their capacity to undertake coffee R&D research to help hasten the growth of the country's coffee industry.

The final products of this grant (e.g. thesis, dissertation or research product) should always acknowledge that the output was made possible through the financial support of the PhilCAFE Project and World Coffee Research.

Responsibilities of the grantee:

- The grantee shall submit the following before the formal start of the grant (before April 25, 2022):
 - Approved thesis/dissertation outline issued by the college's screening committee.
 - Certificate of Enrollment from the University and a proof that he/she had completed the academic requirements of his/her study
- The grantee shall submit a progress report every quarter – June 30, 2022; September 30, 2022; December 31, 2022; March 31, 2023 (final).
- Upon completion of the thesis/dissertation/publication, the grantee shall submit bound and soft copies of his/her thesis or dissertation covering the whole text and data of the output. This must be submitted prior to March 31, 2023.
- The grantee agrees to actively participate in the Philippines' research community to support knowledge sharing and to further coffee research in the country. To this end, the

grantee should submit at least 1 peer-reviewed paper for publication in a scientific journal or develop at least 1 brochure. The grantee should also present their research at events like the Philippine Coffee Quality Competition 2024 or Philippine Coffee Congress 2024. Additional events may be organized under the PhilCafe project to encourage knowledge sharing.

Sanctions for Failure to Fulfill Obligations of Grantee

- The grantee will be compelled to refund all released funds if he or she fails to meet all of the grant's obligations.
- Removal from his/her employment with the University or resignation from the University shall be considered failure to fulfill all obligations of the grant.

Extension or Termination

- The World Coffee Research shall have the authority to demand a full return of the complete payment paid by WCR if the grantee deliberately fails to deliver the output as needed
- Any request for an extension due to illness should be supported by documentation (e.g., a medical certificate from a duly recognized physician).

Grant Budget and Payment Schedule

The Grantees have selected Bernadith Borja, btborja@usm.edu.ph, to receive the payments on behalf of the team. Funds will be distributed in the following schedule.

	Milestone	Payment
1	On submission of the initial grant materials and signature of the contract	\$ 5,950
2	On submission and acceptance of final research paper	\$ 2,550
	TOTAL	\$ 8,500