

Cobb Research Initiative

2023 Spring Pre-Proposal Application

Submission Deadline: April 3, 2023

CRI Project No.

For Cobb-Vantress Use Only

Please read and provide all the information requested in this form. You must read the Confidentiality Agreement and sign the agreement. If there are multiple researchers from the same institution, only one researcher must sign the Confidentiality Agreement. If there are multiple researchers from different institutions, one researcher per institution must sign a Confidentiality Agreement. There are multiple copies of the Confidentiality Agreement in this form. Please use one copy per institution. Pre-proposals received with missing information and/or lacking the required signatures will be returned without review.

Primary Research Category Addressed

Date submitted

Project Title

Primary Researcher

Research Institute

Abstract Instructions

- Include a summary that describes the primary research category that will be addressed
- Include a description of the proposed study and how the project relates to industry needs as outlined in the CRI research priority summary.
- Limit your abstract to 5000 characters (about 700 to 1200 words).
- Specific details regarding the scientific procedure/experimental design, detailed budget outline, and CVs of primary/co-researchers should not be included in the pre-proposal submission.
- Images may be added to the form on page 2 but are not required.

You may attach up to 4 images. Click on the picture right to select and upload an image file. To view the attachments, click on the paper clip icon on the left side vertical tool bar.

Potential Project Start Date: (month/year)

Total Estimated Duration of Project:

Total Estimated Cost of Project:

Primary and Co-Researchers (name and affiliation)

Signature

Date

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement"), made and effective this [DAY] day of [MONTH] [YEAR] (the "Effective Date"), by and between **Cobb-Vantress, LLC**, a Delaware Corporation, for itself, its affiliates and subsidiaries, whose principal place of business is 2200 W. Don Tyson Parkway, Springdale, AR 72762, and _____, whose principal place of business is _____

WITNESSETH

WHEREAS, the parties desire to disclose certain Confidential Information (defined below) to each other for the purpose of determining whether they are willing and able to enter into a potential transaction or business relationship;

NOW, THEREFORE, each party (the "Disclosing Party") is willing to disclose its Confidential Information to the other party (the "Receiving Party") subject to the following terms and conditions.

1. Confidential Information; Restrictions on Use. Each party is in possession of valuable confidential, proprietary, technical or commercial information and documentation whether or not designated as "confidential", "proprietary", or "trade secret", and whether or not disclosed before, on, or after the Effective Date (collectively referred to as "Confidential Information") including without limitation each party's business and the parties' interest in a potential transaction or business relationship, the terms and conditions of this Agreement, discoveries, ideas, designs, drawings, specifications, techniques, models, data, computer programs, strategies, documentation, processes, know-how, customer lists, marketing plans, research, development, plans or contemplated actions, trade secrets, and financial and technical information, which are not generally known to others. The Receiving Party and its officers, directors, employees, advisors, agents and representatives (collectively, "Representatives") will: (a) hold in trust and maintain confidential; (b) not disclose or make available to any third party, whether orally, electronically, in writing or otherwise, without prior written approval of the other party; and (c) not use for itself or for any third party (other than a use by the Receiving Party for the purpose stated above) any Confidential Information of the Disclosing Party. Each party will strictly limit access to Confidential Information received hereunder to its Representatives who require such Confidential Information for the purpose stated above, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment or other relationship with the Receiving Party. The Receiving Party agrees it will be liable to the Disclosing Party for any disclosure of Confidential Information by a Representative of the Receiving Party in violation of the terms of this Agreement.

2. Exceptions. The obligations established with respect to Confidential Information shall not apply to Confidential Information that: (a) was known by or in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (b) is or becomes generally known to the public through no wrongful act of the Receiving Party; (c) is or becomes available from a third

party that is lawfully in possession of such information and not prohibited from disclosing such information to the Receiving Party; (d) is independently developed by the Receiving Party or its Representatives without the benefit of any Confidential Information; or (e) is disclosed to the extent required by law or by a court or regulatory authority (as evidenced by written advice of counsel); provided, however, if the Receiving Party must disclose any Confidential Information pursuant to this clause (e), the Receiving Party shall, to the extent reasonably practicable and legally permissible, give the Disclosing Party written notice of said disclosure requirement and a copy of the written demand therefor so that the Disclosing Party may take action as it deems necessary or proper to protect its interest in and with respect to such Confidential Information.

3. Term; Continuing Obligations. Each party's obligations hereunder shall remain in effect: (a) with respect to a "trade secret" for so long as such information remains and is treated by the Disclosing Party as a trade secret; and (b) for all other Confidential Information for a period of three years following the disclosure of such information to the Receiving Party. This Agreement may be terminated at any time by written notice from either party, provided, however, that the Receiving Party's obligations shall continue as stated in the previous sentence. Following the termination of this Agreement, the Receiving Party shall maintain all Confidential Information in accordance with the Receiving Party's then-current records retention policies and protect the same in a manner consistent with other third-party information maintained by the Receiving Party that is not generally available to the public and not otherwise subject to confidentiality obligations.

4. Ownership; No Grant of Rights. Each party agrees that Confidential Information of the Disclosing Party (including all documents and materials to the extent containing Confidential Information disclosed hereunder) is and shall remain the sole and exclusive property of the Disclosing Party, and the disclosure thereof shall not constitute a grant of any patent, copyright or other right or license of any kind to the Receiving Party or any similar right to use Confidential Information except for the limited purpose described herein.

5. Return of Confidential Information. Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy, and confirm the same in writing to the Disclosing Party, all written documents or other materials embodying Confidential Information provided by the Disclosing Party and all copies, excerpts, abstracts, or materials made by the Receiving Party containing or based on such Confidential Information; provided, however, the Receiving Party: (a) may retain copies of Confidential Information in accordance with legal, regulatory and internal document retention policies, provided that such information retained may only be accessed for the legal, regulatory or compliance purpose that gave rise to such retention; (b) shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with its security or disaster recovery procedures so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes; and (c) may retain copies of any Confidential Information in its legal files or other secure location

to the extent required to defend or maintain any litigation relating to this Agreement or the Disclosing Party's Confidential Information.

6. No Representations or Warranties. The parties understand and acknowledge that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to accuracy or completeness of any Confidential Information.

7. Remedies. Each party agrees that money damages may not be a sufficient remedy for a breach or a threatened breach of this Agreement and that each party shall be entitled to seek specific performance and injunctive or other equitable relief without the posting of a bond or other security. The prevailing party in any legal proceedings for the enforcement of this Agreement is entitled to recover the reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party and its Representatives from the other party. No right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and the parties shall have all rights and remedies now or hereafter existing at law or in equity.

8. General Terms. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties concerning its subject matter. Neither party shall, without prior written consent of the other party, issue or make any press release, or other public or promotional statement concerning this Agreement or the proposed relationship. Neither party shall use any name, logo, trademark or other intellectual property of the other party without prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; provided, however, neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. If any provision of this Agreement is declared void or unenforceable, then such provision shall be deemed amended to the minimum extent required to make it valid and enforceable and effect its intent, and all other provisions shall remain in full force and effect. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver. This Agreement may be executed in any number of counterparts (including by means of facsimile or electronic mail) which together shall constitute one agreement. THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS, OR OTHER THEORIES OF LIABILITY.

9. Governing Law. All questions concerning the validity, construction, administration and enforcement of this Agreement shall be determined under the laws of the State of New York, exclusive of conflicts of laws principles.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed as of the date written below.

COBB-VANTRESS, LLC

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

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6. No Representations or Warranties. The parties understand and acknowledge that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to accuracy or completeness of any Confidential Information.

7. Remedies. Each party agrees that money damages may not be a sufficient remedy for a breach or a threatened breach of this Agreement and that each party shall be entitled to seek specific performance and injunctive or other equitable relief without the posting of a bond or other security. The prevailing party in any legal proceedings for the enforcement of this Agreement is entitled to recover the reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party and its Representatives from the other party. No right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and the parties shall have all rights and remedies now or hereafter existing at law or in equity.

8. General Terms. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties concerning its subject matter. Neither party shall, without prior written consent of the other party, issue or make any press release, or other public or promotional statement concerning this Agreement or the proposed relationship. Neither party shall use any name, logo, trademark or other intellectual property of the other party without prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; provided, however, neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. If any provision of this Agreement is declared void or unenforceable, then such provision shall be deemed amended to the minimum extent required to make it valid and enforceable and effect its intent, and all other provisions shall remain in full force and effect. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver. This Agreement may be executed in any number of counterparts (including by means of facsimile or electronic mail) which together shall constitute one agreement. THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS, OR OTHER THEORIES OF LIABILITY.

9. Governing Law. All questions concerning the validity, construction, administration and enforcement of this Agreement shall be determined under the laws of the State of New York, exclusive of conflicts of laws principles.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed as of the date written below.

COBB-VANTRESS, LLC

By:

Name:

Title:

Date:

By:

Name:

Title:

Date: