



Seeding Food Innovation Funding Guidelines

CONTEXT

At George Weston Limited and Loblaw Companies Limited, we are committed to giving back to the communities where our customers, employees and shareholders live and work—locally, regionally and nationally—through donations of funds, in addition to the volunteer time offered by our employees and in-kind product.

In response to the immediate need to feed and sustain future generations, it is vital not only to intensify production of more nutritious and ecologically-produced foods that reduce the reliance on water and chemicals in food production, but also innovate to improve food safety, reduce food waste, and ensure the ongoing health of our soils.

At George Weston Limited and Loblaw Companies Limited, we provide seed funding for research or technology development that help accelerate solutions to sustainable food challenges. Projects should focus on the intensification of the production of food in ways that are sustainable: environmentally, economically and culturally. Research outcomes should be highly innovative and impact primarily Canadians, but also deliver key learnings towards issues of global concern.

Because we believe that solutions will only be found if academic, industry or not-for-profits step outside of traditional boundaries and cooperate, projects must demonstrate meaningful interdisciplinary research partnerships and/or collaborations.

George Weston Limited and Loblaw Companies Limited, (the “Companies”) are one of North America’s largest bakeries and grocery retailers, employing more than 200,000 people across North America. For more than 130 years, the Weston family of companies have been feeding Canadians as well as donating back millions of dollars to the communities where their employees and customers live and work.

The 2020 Seeding Food Innovation program (the “Program”) continues a long history of philanthropic support from the Weston family of companies in the area of food, which has ranged from funding the Loblaw Chair of Sustainable Food Production at the University of Guelph to the Weston Fellow at the Canadian Institute for Advanced Research.

Institutions and individuals affiliated with and applying through or on behalf of institutions (collectively, “Applicants”) should carefully discuss the Program announcement and the terms of this document with the appropriate officer at their institution before submitting an application. The submission of a LOI or a Proposal does not bind either the Companies or the Applicants to any commitment to provide or receive funding. Notwithstanding the foregoing, by submitting a LOI or Proposal, the Applicants agree to the terms of this document. Successful Applicants will be required to agree to terms substantially similar to those contained in this document and the Companies reserve the right to alter, delete or add additional terms in the grant agreement between the successful Applicants and the Companies.

The Companies reserve the right to accept or reject any or all applications at its discretion and to negotiate the terms of the specific grant agreement with Applicants.

Section 1 - Eligibility of Applicants

The Companies are only able to accept Letters of Intent (“LOI”) and Proposals from institutions (or individuals affiliated with and applying through or on behalf of institutions) that are Canada Revenue Agency qualified donees in Canada. Funds can also be used to support the Canadian portion of collaborations with members from other geographies.

One of the priorities of this funding opportunity is to encourage and foster interdisciplinary research partnerships. As such, you must include one or more team members from other partner organization(s). Partnerships might include academic institutions/schools, not-for-profit organizations, public or private sector organizations or any combination of these.

Up to 10 team members may be added to each project. Applicants must explain the role and expertise of each team member and include a description of any cash/in-kind contributions from any non-academic partners. Interdisciplinarity is generally viewed as an asset. All applications will be judged on the meaningfulness and appropriateness of the partnerships.

A LOI submitted pursuant to this Program does not need to be approved by the relevant institution on whose behalf or through which the LOI is being submitted. However, any Proposal submitted pursuant to this Program must be approved by the institution on whose behalf or through which the Proposal is being submitted.

Section 2 - Funding Specifications

Overall funds: The Companies will commit up to approximately **\$1.5 million** to fund projects selected through this Program and application process provided that the Companies receive a sufficient number of high-quality applications.

Funds available per project:

- Up to \$250,000 per project to be deployed over a duration of up to 24 months.
- Funds will be granted only for direct costs that are appropriate and justifiable for the work proposed.
- Each item and its cost must be clearly described in the full Proposal budget
- Funds cannot be used for large equipment purchases, computer purchases, administrative costs or indirect costs.
- Travel expenses to conferences/meetings to present research funded by the Companies may be included in the budget.
- The total value of funding awarded to a successful project may be less than the original requested budget.
- Up to 35% of the funds can be used to bring unique international resources into Canadian-led work.

Any grant provided by the Companies pursuant to this Program shall be directed to the institution and not to the individual affiliated with and applying through the institution. Responsibility for the planning, directing and execution of the proposed project will rest solely with the Applicants.

Multiple institutions/applicants: The Companies will not be responsible for the distribution or management of funds appropriately between all the collaborators.

Full or partial support or projects: The Companies can support the full or any part of any project.

Conditional funding and milestones: Grants are conditional on the Applicant meeting pre-determined milestones and providing deliverables, including submission of progress reports and participation in assessment meetings. Continued support is not automatic and is contingent upon the progress reports being favourably reviewed by the Companies.

Supplemental funding: The Companies encourage the Applicant to seek additional funds to further their work. The Companies have no guaranteed policy for renewal or continuation of grants; however the Companies may, at their discretion, seek to further support clearly successful projects. Notwithstanding the foregoing, if the Applicant accepts additional funds from another grantor, the terms of any agreement the Applicant enters into with the other grantor cannot affect the Applicant's performance of its obligations under its agreement with the Companies. If you receive additional funding for the Project, you must promptly notify the Companies and seek the Companies' permission before accepting such funding.

Section 4 - Application Process

The application process consists of two stages: Letters of Intent (LOI) and Proposal. Only applicants who submit an LOI may be invited to submit a full proposal to enter the second stage. Applicants may submit more than one application to the program, when acting as either principal applicant or collaborator.

The LOI stage of the application process is a significant stage of evaluation. Only a small proportion of the applicants will be invited to submit full proposals. It is our intention that the LOI should be easy to submit so no good ideas are missed and those taking the time to write a full proposal have a very good chance of being funded.

Each LOI will be peer reviewed by a scientific review committee. Applicants whose LOIs meet the review criteria and are favourably reviewed will enter the second stage, where they will be invited to submit a Proposal. Proposal instructions and detailed feedback from our Scientific Review Committee will be forwarded along with the invitation. Complete Proposals will be peer reviewed by the Scientific Review Committee.

The Companies are not required to provide feedback to all Applicants who are not invited to submit a Proposal. However, all unsuccessful full Proposals will receive written feedback from the Scientific Review Committee.

Grant agreement must be completed within three weeks notification of selection as a grantee. If contracting is not completed at this point, the Companies reserve the right to cancel the grant.

The Companies, at their sole discretion, may change the timeline of the application process.

Section 5 - Review Criteria

The following criteria will be considered in reviewing LOIs and Proposals. At the LOI stage, the primary focus of review will be the **innovative** aspects of the scientific idea. At the Proposal stage, reviewers will place increased consideration on the **feasibility/ likelihood of success**: strength of the methodology, milestones and contingencies, budgeting and the suitability of the project team and research environment.

Evaluation criteria considered when reviewing LOIs:

- **Scientific Rigour and Innovation:** Is the project rigorously scientific, while advancing or challenging current practices? Will the work refine, improve or be a new application of existing knowledge, technologies or methods. In addition, research ideas should have a clearly defined focus and objectives. We are also open to trans-disciplinary work that moves beyond the classical boundaries of food production, distribution and consumption. For example, there may be an emphasis on economics, social science and/or behaviour.
- **Impact:** How will the project move beyond academia to make a real impact on the health, social and/or economic development for the benefit of Canadians and others around the globe? How will your research change existing practice and who will be the beneficiary that will ultimately use this research?

Additional criteria when reviewing Proposals:

Feasibility/Likelihood of success: How likely will the project be at developing a novel, practical and scalable solution to a food-related problem?

- **Team:** Does the project team have the capabilities and capacity to reliably execute the proposed experiments and analyses? Does the proposed project capitalize on any unique resources or competencies? What specific contributions will each team member bring?
- **Milestones:** Has the team identified critical milestones and relevant contingencies? Does the application indicate a well-thought out strategy with go/no check-points that will help mitigate risk? Have potential problem areas been adequately considered and addressed? What are the next steps if work is unsuccessful?
- **Experimental Approach:** Are the methodologies described in sufficient detail so as to present a compelling action plan for addressing the proposed hypothesis? Are methods well established and have they been demonstrated effective in the scientific literature? If not, are the appropriate experiments in place to validate new methods/processes? Are there alternative methodologies that should be considered based on effectiveness or cost? Have limitations been considered?
- **Budget and timeline:** Are the proposed budgets, milestones and length realistic yet aggressive for the research proposed? These are secondary criteria after the other criteria have been evaluated.

Section 6 - Reports and Assessments

Grantees must agree to the following if a grant is awarded:

- **Intellectual Property:** Given the potential for the project to have important benefits to the public, the Applicant agrees to participate openly in discussion regarding the project with the Companies and further agree to advise the Companies of any material discoveries resulting from or in connection with the project. Notwithstanding the above, the Companies acknowledge that any intellectual property ("IP") that arises from research funded through this Program, including discoveries, is not and will not become the property of the Companies or its subsidiaries and affiliates.
- **Milestone Reports:** Predetermined milestones for the proposed project, as agreed upon by the Applicants and the Companies, will be used to determine the reporting dates for the milestone reports. A milestone report is due prior to each scheduled payment being made. Templates for the milestone reports will be provided by the Companies.

- **Final Report:** A final report including a summary of the findings that arises from the funded research is due one month after the end date of the grant unless otherwise advised by the Companies. A template for the Final Report will be provided by the company.
- **Research Meeting:** At least one Recipient of the grant must attend an assessment meeting to report on the progress of the project and have the opportunity to meet other funded researchers. Research meetings will be held once a year unless otherwise notified by the Companies. Additional key personnel may also attend if approved by the Companies. Reasonable travel expenses to attend meetings with the Companies will be covered in addition to grant funding.
- **Financial Accountability:** Applicants are expected to account for the funds expended under any Companies grant; any funds spent either not in accordance with the approved research project or prior to pre-approval of any material changes in the project are both (i) recoverable by, and subject to restitution by the Applicants, to the Companies and (ii) may be cause for immediate termination of funding by the Companies. Any funding provided beyond what is needed for the agreed upon research must be returned to the Companies at the completion of the research funded by the Companies.

Section 7 - Confidentiality

If the Applicant is not selected for the grant, the Companies will treat all LOIs, Proposals, research projects and associated research information (collectively, the “Confidential Information”) in confidence using reasonable care in protecting such Confidential Information from disclosure to third parties who do not participate in the grant review process and the Companies’ assessments of the projects. All Confidential Information will be used by the Companies and its scientific review committee for the purposes of reviews and assessments and will be shared only in accordance with the sharing policy as set out herein. Notwithstanding the foregoing, Confidential Information shall not include any information that:

- a. was shared with the Companies’ employees, boards, advisors, agents, affiliates or related companies;
- b. was generally known to the public prior to the effective date of this Program announcement;
- c. becomes generally known to the public through no unlawful or unauthorized act by any recipient of Confidential Information; or
- d. was independently developed by the Companies or its scientific review committee without reference to the Confidential Information.

If the Companies or any of its scientific review committee members is requested to disclose Confidential Information pursuant to a legal or government proceedings, the Companies shall give the Applicant or other owner(s) of such

Confidential Information notice of such disclosure request as soon as is reasonably practicable. For Applicants not selected for the grant, the Companies' confidentiality obligations will terminate after two years from the date the LOI is submitted.

Section 8 - Other

Liability and Indemnity

Each Applicant pursuant to this Program acknowledges and agrees in responding to the Program announcement that the Applicant shall have no claim against the Companies or any of its subsidiaries or affiliates, and its respective representatives or affiliates, should the Program be unsuccessful for any reason. Each Applicant hereby remises and releases the Companies, its representatives and affiliates, from any cause of action, complaint or claim in connection with the RFP process and its outcomes.

The Companies role in grants awarded pursuant to this Program is that of a funder. The Companies are not the sponsor of funded projects. As such, the Companies will not assume any liability associated with funded projects and each Applicant who is ultimately awarded a grant pursuant to this Program releases the Companies from any and all liability with respect thereto and further indemnifies the Companies, and its respective representatives and affiliates, from any claim or loss whatsoever associated with the applicable grant.

Additional Rights of the Companies

The Companies will have the right to stop funding the grants altogether if it determines, in its sole discretion, that such action is warranted or necessary. If the Companies terminate the grant, it will notify the Applicant and the Applicant agrees to refund the Companies any grant money which has not been spent or which was spent outside of the scope of the budget.

Intellectual Property Policy and Intellectual Property Agreements among Collaborators

The Companies acknowledge that any intellectual property ("IP") that arises from research funded through this Program, including discoveries, is not and will not become the property of the Companies or its subsidiaries and affiliates.

The Companies do require that researchers and collaborators agree on any material IP issues prior to submission of a Proposal.

Publication and Sharing Policy

The Companies expect results of funded research to be published as rapidly as possible in the open access scientific literature or other forms of publication that are readily available to the research community, unless such publication will jeopardize the Applicant's right to secure patents or copyrights necessary to protect the Applicant's ownership. Such publication should be consistent with high standards of scientific excellence and rigor, and provides sufficient detail so the

research community can benefit from the findings from or in connection with the funded project. The Applicant also agrees to advise the Companies of the details of any such publication as soon as the information is known.

A lay person abstract of the proposal must be submitted prior to funding. A lay person abstract of the research results must also be submitted no later than two months from the date of grant expiration. These abstracts may be made available to the public by the Companies.

Any presentation, releases, papers, interviews, publication or other forms of communication dealing with the awarded project of the results from the awarded project (“Communication”) must acknowledge the funding provided by the Companies, in a manner proportionate to the contribution of the Companies. All Communication requires prior written permission of the Companies. Goodwill resulting from an approved use of the Companies’ intellectual property, including its name, logo or trademark shall inure solely and exclusively to the Companies.

The Companies expect all tools or reagents (i) funded by and (ii) that result from funded projects will be made readily available to the community for research purposes either freely or at reasonable prices. The Companies may let the public know of these tools or reagents so other researchers know they are available.

If the Applicant is selected for the grant, the Applicant will participate in reasonable promotional activities relating to the grant as requested by the Companies.