Exhibit G – Negotiated Alternative UTC Terms

By mutual agreement, the parties to this agreement agree that certain terms and conditions contained in Exhibit C are inappropriate or inadequate for this project. Accordingly, Exhibit G supersedes and eliminates Exhibit C, Copyrights clause, and; Exhibit C, Data Rights clause. Exhibit G supersedes any inconsistent provisions in Exhibit C. Terms appearing in both Exhibit C and Exhibit G which are not inconsistent apply in tandem with one another. Exhibit G also provides some additional terms which were not provided for in Exhibit C.

ADJUSTMENT

An adjustment is a modification to any term(s) in the original grant Agreement (“Agreement”) term(s) that does not require an amendment, including any adjustments to previous adjustments.

Adjustments are not permitted for any modification that requires an Amendment, including, but not limited to, modifications to Indirect Costs, additions or deletions of budget categories, modifications that individually or collectively exceed ten percent (10%) of the Agreement amount, or modification that result in an increase or decrease, by any amount, of the original Agreement amount. (See Exhibit G, AMENDMENT clause.)

Adjustments may only be permitted for modifications to the following:

1. Costs identified in the Personnel, Travel, Materials and Supplies, Rent, Equipment, Subrecipient(s), Subcontract(s), or Costs treated as Other Direct Costs budget categories.
    a. Modifications must not exceed ten percent (10%) of the grant agreement amount and may not increase or decrease the total Agreement amount.
    b. Budget transfers for any portion of the funds may only be used for purposes consistent with the original intent of the Agreement.
2. Extend deliverable due date up to six (6) months
    a. Modifications must not extend other related deliverables longer than six (6) months.
    b. Modifications must not add additional cost.
3. Other modifications in the Department’s discretion and in consultation with the Grantee, so long as such change is not expressly identified as requiring an Amendment. (See Exhibit G, AMENDMENT clause.)

To request an adjustment, the Grantee must fully complete and submit the Adjustment/Amendment Request Form, provided by the Department, to the grant manager. The Grantee must follow adjustment procedures specified by the Department. For adjustment requests, the Grantee must include an electronic copy of the current grant agreement, proposed changes annotated by ~~striking through~~ the text to be nullified and **underlining and boldfacing** any proposed replacement text.

The Grantee shall not act on a proposed adjustment until it has received written approval from the Department's grant manager or their designee.

If approved, an updated document reflecting the adjustment will be developed and shared with the grantee for record-keeping purposes, but the grant agreement will not be re-executed.

AMENDMENT

An amendment is any modification to the following original Grant Agreement terms:

1. Term of the Agreement,
2. Maximum Amount of the Agreement

An amendment also includes modification to the original exhibits attached and incorporated to the Grant Agreement, including:

3. Scope of Work
4. Deliverables
    a. except modifications that only seek to extend the due date of a deliverable up to six (6) months and do not result in additional costs.
5. Key Personnel Exhibit
6. Use of Intellectual Property and data
7. Budget
    a. Revisions between identified budget categories totaling more than ten percent (10%) of the grant agreement amount
    b. Adding or deleting a budget category
    c. Substitution or addition of Subawardee
8. Budget Justification, including
    a. Travel not expressly identified in budget justification
    b. Indirect Costs
    c. Equipment not expressly identified in budget justification
9. Subawardee (Subcontractor/Subrecipient) Budgets and Budget Justifications, including
    a. Substitution or addition of subawardee
    b. Travel not expressly identified in budget justification
    c. Indirect Costs
    d. Equipment not expressly identified in budget justification

Amendments are approved at the discretion of the Department. However, a modification to the Maximum amount of the Agreement may only be approved by the Director, in their discretion, when the benefits to Californians have been sufficiently justified. Such an amendment will specifically state the amount changed and the new maximum amount.

No-cost extensions are amendments that lengthen the project period, with no additional funds added to the total budget. No-cost extensions must be submitted no less than 180 days prior to the project period ending and must be fully justified. The Department may deny a project extension request for any reason.

Budget transfers for any portion of the funds may only be used for purposes consistent with the original intent of the Agreement.

To request an amendment, the Grantee must fully complete and submit the Adjustment/Amendment Request Form, provided by the Department, to the grant manager. The Grantee must follow amendment procedures specified by the Department. In addition, the Grantee must include an electronic copy of the current grant agreement, with proposed changes annotated by ~~striking through~~ the text to be nullified and **underlining and boldfacing** any proposed replacement text.

The Grantee shall not act on a proposed amendment until the amendment has been formally executed by the grant agreement signatories for both the Department and the Grantee.

ASSIGNMENT

The Agreement is not assignable by the Grantee, either in whole or in part, without the written consent of the Department because the Department awarded the Agreement in part based on the expertise of the persons or entity awarded the Agreement.

COMPLIANCE REQUIREMENTS

The Grantee shall procure all authorizations, permissions, permits, and licenses necessary to accomplish the work contemplated in the Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work. If landowner agreements are required, signed copies must be submitted to the grant manager before work begins. If permits are required, the permits must be obtained and signed copies must be submitted to the grant manager before work begins.

CONTRACTING AND DEBARMENT

Any subrecipients or subcontractors required by the Grantee in connection with the scope of work covered by the Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for the Agreement, or as are specifically authorized under the Amendment procedures. Any substitutions in, or additions to, such subrecipients or subcontractors shall be subject to the amendment procedures.

The Grantee shall not contract with any individual or party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual, party, or organization on U.S. EPA's List of Violating Facilities. (40 C.F.R.§ 31.35, Gov. Code, § 4477, https://sam.gov/content/home)

Further, the Grantee certifies to the best of its knowledge and belief, that it, its principals, and any party, individual, or organization it contracts with: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or the grantee; have not, within a three-year period preceding the execution of the Agreement, been convicted of or had a civil judgment rendered against them for: fraud or other offense in connection with a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and; are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed above. If, during the term of the agreement, the Grantee becomes aware that any of its principals, or any party, individual, or organization it contracts with, violates this requirement, Grantee will immediately terminate its contract or relationships with those party, individual, or organization it contracts with.

DIRECT COSTS

Direct costs are any costs that can be identified as specifically necessary for or unique to the execution of a project. Examples of direct costs include personnel costs for employees executing the project's specific scope of work, travel, materials and supplies needed for the project work, and publication costs. Some direct costs may be modified by having an indirect cost rate applied to them while others may not (see Exhibit G, MODIFIED TOTAL DIRECT COST (MTDC) clause).

EQUIPMENT

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with grant agreement funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the grant agreement, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the grant agreement. The normal useful life of the equipment purchased, funded, or developed with grant agreement funds shall be used to determine the depreciated value of equipment used to accomplish the terms of the grant agreement. The Department may determine the normal useful life of such equipment.

Title to equipment acquired by the Grantee with grant agreement funds shall vest in the Grantee. The Grantee shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the Department continues to support the project or program with grant agreement funds. The Grantee shall not encumber, sell, or damage the equipment without Department approval. When no longer needed for the original project or program, the Grantee shall contact the Department for disposition instructions.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

GenAI DISCLOSURE OBLIGATIONS:

a) The following terms are in addition to the defined terms and shall apply to the Agreement:

   1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b) The Grantee shall immediately notify the State in writing if the Grantee or its subrecipients or subcontractors: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) performance of the Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c) Notification shall be provided to the grant manager identified in the Grant Agreement.

d) At the direction of the State, the Grantee and its subrecipients or subcontractors shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Grant performance, as determined by the State.

e) If the use of previously undisclosed GenAI is approved by the State, then the Grantee will update the Deliverable description, and the Parties will amend the Grant Agreement accordingly, which may include incorporating the GenAI Special Provisions into the Grant Agreement, at no additional cost to the State.

f) The State, at its sole discretion, may consider the Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a material impact to the functionality of the System, risk to the State, or Grant performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement.

HARASSMENT FREE WORKPLACE

It is the policy of the Department that its employees, contractors, consultants, third parties, and temporary staff (hereafter referred to as "employees") have the right to work in an environment that is free from all forms of discrimination, including specifically, sexual harassment. Sexual harassment is harassment based on sex/gender, gender identity, gender expression or conduct of a sexual nature that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance.

The Grantee and its subrecipients or subcontractors shall maintain a standard of conduct that is respectful, courteous, and free from sexually harassing acts, to all Department employees and all other persons during the performance of the Agreement. Grantee acknowledges that if the Department, in its sole discretion, determines that Grantee, its employee(s), or subrecipient(s) or subcontractor(s) have violated this clause, the Department shall have the right to require that Grantee remove those persons from any further performance of work under the Agreement or to require different remedy for such violation.

INDIRECT COSTS
Indirect costs (IDC), also called overhead or facilities and administrative costs (F&A), are costs that cannot be identified as specifically necessary for or unique to the execution of the project. Common examples include costs for facilities operation, office space rentals and leases, administrative expenses (such as staffing for payroll, human resources, or other general support; office supplies and furniture; and phone and internet access), and utilities.

These costs generally may not be separately charged to the project as direct costs. In a case where costs generally considered to be IDC are deemed project-specific, the Department may consider them to be direct costs if they are identified and justified in the grant agreement. In these cases, supporting documentation may be requested that clearly indicates the specificity of the costs using the provided backup documentation template.

IDC may not exceed 25% of the Modified Total Direct Cost (MTDC). See Exhibit G, MODIFIED TOTAL DIRECT COST (MTDC) clause for expenses not included in the MTDC. Multiple IDC rates are not allowed. If indirect costs are charged, a single IDC rate should be applied to the entirety of the MTDC.

IN-KIND SERVICES
In-kind services are defined as project activities by team members that have been approved by their employers to be compensated with existing employer funds at the time of the grant application submission.

- *Allowed*: personnel time given to project by team members; travel costs, including out-of-state travel; the use of team members' existing equipment or facilities, and; donations of materials by team members.
- *Not allowed*: project tasks that are simultaneously funded by more than one source, and; project tasks that rely on labor or outcomes of activities that are not part of the Department-funded project.

INSPECTION
Throughout the life of the project, the Department shall have the right to inspect the facilities (e.g., fields, orchards, offices, laboratories) to ascertain compliance with the Agreement. The Grantee acknowledges that the project records and locations are public records.

KEY PERSONNEL
Key personnel are individuals who contribute to the scientific development or execution of the project in a substantive, measurable way, whether or not salaries are requested. Typically, they have doctoral or other professional degrees, although other individuals should be included if their involvement meets the definition of key personnel. Key personnel do not include students or other named staff not specifically required for the completion of the scope of work. The time commitment/percent of effort of key personnel must be documented. Key personnel must devote a measurable percentage of effort to the project. It is important to only list key personnel in the Exhibits, as any changes in key personnel throughout the project will require an amendment to the grant agreement.

A co-principal investigator (Co-PI) designation is nominal only. Co-PIs do not carry any role or responsibility beyond that of key personnel and have no role or responsibility in the financial or administrative management of the project or control of project funds.

MEDIA EVENTS
The Grantee shall notify the Department's grant manager in writing at least twenty (20) working days before any public or media event involving the release of any physical or electronic materials (web page, social media, etc.), publicizing the accomplishments and/or results of the Agreement, and provide the opportunity for attendance and participation by the Department's representatives.

MODIFIED TOTAL DIRECT COST (MTDC)
The MTDC includes all salaries and wages, fringe benefits, materials, supplies, services, travel, and subcontractors (up to the first $25,000 of each subcontract). Not included in the MTDC are charges for equipment, capital expenditures, patient care charges, tuition remission, rental costs, scholarships and fellowships, and the portion of any subcontract in excess of $25,000. The IDC rate in the approved budget will remain in effect for the entire funded project period of an agreement.

NOTICE
The grantee shall promptly notify the Department's grant manager in writing of events or proposed changes that could affect the scope or budget of the project proposed under the Agreement. The Grantee agrees that no material change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Department and the Department has given written approval for such change as provided by the grant agreement adjustment and amendment processes. "Material" is defined as "More or less necessary; having influence or effect; going to the merits." All notices permitted or required under the Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the party as specified in the Agreement.

PAYMENT AND INVOICING
The Grantee may not invoice or be paid or reimbursed for any costs or work on the project that occurred prior to the date the grant agreement is fully executed by the parties.

1. Reimbursement
    a. The total amount of funds disbursed under the Agreement shall not exceed the total amount specified. The Department will reimburse direct and indirect costs in accordance with the approved budget.
    b. The Department shall reimburse salaries and wages based upon the approved budget and the actual payments made with the following caveat: the Grantee must retain supporting documentation that shall substantiate actual costs and shall be available for review by the Department upon request. Supporting documentation may include, but is not limited to, time reports and/or calendar

entries.

c. The Department shall withhold 10% of each invoice pursuant to Public Contract Code section 10346. The total withhold amount will be paid after submission and approval of a final 10% Retention Invoice at the conclusion of the project.

2. Expense Allowability / Fiscal Documentation
   a. The Grantee will maintain financial records and supporting documentation of all costs incurred in the performance of the Agreement. If the Department requires clarification of any expenditure prior to payment of an invoice, the Grantee will provide documentation of such expenditure to support its allowability within five (5) business days. If any expenditures are disputed by the Department, pending resolution, the Department agrees to pay all other undisputed invoiced costs.

3. Invoicing
   a. For services satisfactorily rendered in accordance with the scope of work and budget, and upon receipt and approval of invoices, the Department agrees to reimburse the Grantee for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between the Grantee and the Department in the interpretation of the project findings or final conclusions.
   b. Invoices shall be submitted in arrears not more frequently than once a month and not less frequently than every three months to the Department invoice contact. Invoices may be submitted electronically by email.
   c. Invoices shall:
      i. Bear the Grantee’s name as shown on the Agreement.
      ii. Include the Agreement number and the Grantee's fund/reference number, if applicable.
      iii. Identify the billing and/or performance period covered by the invoice and provide a detailed backup documentation ledger, including payroll detail, for the same period using the backup documentation ledger template provided by the Department.
      iv. Provide the Grantee's invoice contact, telephone number and/or email address.
      v. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B4.
      vi. Be certified in ink or by an electronically scanned copy of a signature by the Grantee’s Financial Contact (or designee) as true, correct, and the sole bill for the charges invoiced.
   d. A copy of the invoice/detailed backup documentation ledger shall be certified in ink or by an electronically scanned copy of a signature by the principal investigator or designee for costs incurred, with the following statement: “By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of the grant agreement and, to the best of my knowledge

and belief, is accurate and complete. I am aware that there are significant penalties for submitting false or misleading information." This certified document may be transmitted electronically to the Department's invoice contact and grant manager.

e. The Grantee shall promptly notify the Department in writing when it has completed all work on the project to assure prompt and final payment. In addition to this notification, the Grantee shall submit a final invoice and a 10% Retention Invoice to the Department, no later than ninety (90) calendar days after the Agreement's final report due date. The final invoice shall be clearly marked "Final Invoice" and must be received no later than 90 days after the Agreement's final report due date. The 10% Retention Invoice shall be clearly marked "xxx" and must be received no later than 90 days after the Agreement's final report due date. Any invoice(s) submitted more than 90 days after the Agreement's final report due date will be considered null and void and have no legal effect.
    i. If the project is terminated (see Exhibit C, Termination clause), the Department reserves the right to retain all withheld funds, or a portion thereof, at the Department's discretion.
f. The invoice and backup documentation ledger must contain the expenditures for the invoice period, approved budget, cumulative expenditures, and budget balance available by approved budget category (Exhibits B and B2). Microsoft Excel invoice and backup documentation ledger templates will be provided by the Department for every invoice period.
    i. At the Department's discretion, substitute backup documentation formats may be provided in lieu of the required provided backup documentation ledger template.

PRINCIPAL INVESTIGATOR

The principal investigator (PI) must be one individual. The PI may be paid for work performed under the Agreement under the Personnel budget category so long as they are employed by the Grantee. PIs may not receive payment for services performed under the Agreement through a subaward/subcontract with the Grantee.

The principal investigator has the primary responsibility for financial management and control of project funds and is responsible for all aspects of project administration including:

1. Ensuring the scientific integrity and management of the project.
2. Ensuring the financial management of project funds.
3. Adherence to the Department's terms and conditions including reporting and record keeping requirements contained in the Agreement.
4. Monitoring the performance and expenditures of subcontractors and subrecipients prior to approving their invoice.

A co-principal investigator (Co-PI) designation is nominal only. Co-PIs do not carry any role or responsibility beyond that of key personnel and have no role or responsibility in the financial or administrative management of the project or control of project funds. (See Exhibit G, KEY

PERSONNEL clause).

PROJECT TEAM
The Project Team may include interested parties such as commodity group representatives, growers, academic and private researchers, school district representatives, representatives of public health entities, urban or industry representatives, sustainability or certification programs, NGOs, and other entities. The Department's grant manager may participate as a member of the Project Team to help create collaborative partnerships, set priorities, and assist in carrying out the project.

REASONABLE EFFORTS
The parties agree that the work described in the scope of work is to be conducted on a "reasonable efforts" basis. Additionally, principal investigators are obligated to conduct the project of the highest possible quality (For example, see UC Contracts and Grants Manual, Proposal Submission and Award Acceptance/Administration 2- 635, Revised September 2012).

REMEDIES
Any rights and remedies of the Department provided for in the Agreement are in addition to any other rights and remedies provided by law.

RENTALS
The Department may, upon request, consider rental costs for items or spaces wholly owned and operated by the Grantee, to qualify for inclusion in modified total direct costs if they are identified and justified in the grant agreement. The Department may request supporting documentation to verify Grantee's ownership and/or operation of these items or spaces.

RIGHT TO PUBLISH
The disclaimer statements required by Exhibit C, Right to Publish clause, are required to be included in any publicly available brochure, document, electronic media, presentation, publication, report, or website prepared in whole or in part by the Agreement. Additionally, Grantees must use the following disclaimer for the specific case of publications made in scientific journals.

- *(For scientific journal articles only)* This project was funded by the Department of Pesticide Regulation (DPR). The contents do not represent the official views or policies of DPR or the State of California. Use or identification of a product by its trade name is intended solely for the purpose of scientific research and does not imply endorsement or disparagement of those products by DPR or the State of California.

RIGHTS IN DATA
Reports specifically created for use by the Department under the Agreement shall be the property of the Department. The Department has the right to use submitted information and data for all governmental purposes. The Grantee may disclose, disseminate, reproduce, and use in whole or in part, any final form data and information received, collected, and developed under

the Agreement, subject to appropriate acknowledgement of credit to the Department for financial support.

The Department makes no other claim to intellectual property developed under the Agreement that is not specified for delivery.

SURVIVAL
The parties' obligations under Exhibit C, Liability clause; Exhibit C, Audit clause; Exhibit G, EQUIPMENT clause; Exhibit G, PAYMENT AND INVOICING clause; and Exhibit G, RIGHTS IN DATA clause will survive the expiration and termination of this Agreement.

TIMELINESS
Time is of the essence in the Agreement and the Grantee shall proceed with and complete the project in an expeditious manner.

TRAVEL AND PER DIEM EXPENSES
No travel outside the State of California is permitted to be reimbursed under the Agreement. Any out-of-state travel for project purposes must be explicitly listed as an in-kind contribution in Exhibit B2 (see Exhibit G, IN-KIND SERVICES clause).Travel and reimbursement for University employee travel costs shall be in accordance with the University's travel policy in effect as of the date the cost is incurred.

WAIVER
Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.