

COLLABORATIVE RESEARCH AGREEMENT

This Agreement is entered into by and between:

AGRO INNOVATION INTERNATIONAL SAS, having its registered office at 18 Avenue Franklin Roosevelt 35400 Saint Malo, France, registered with the *Registre du Commerce et des sociétés* of Saint Malo under number 402 947 014 and represented by _____ as Chief Executive Officer,

Hereinafter referred to as "All"

and:

_____, having its registered office at _____, represented by _____, as _____,

Hereinafter referred to as "_____"

All and _____ being hereinafter referred to individually as a "**Party**" or together as the "**Parties**".

RECITALS

1. All is a company of Groupe Roullier, an international player in agriculture (vegetal and animal nutrition), plastics, agri-food, and valorization of phosphorus, magnesium, seaweed for different applications including : industrial applications, cosmetics, agriculture, steel industry, etc.

All is active in the research and development of products enabling :

- the development and protection of plants
- the nutrition, health, and wellbeing of livestock and the efficiency of its environment
- the valorization of minerals including nitrogen, phosphorus, potassium, magnesium
- the valorization of several biomasses and co-products

and in the research and development of the process to make those products in the better way.

All's Affiliates involved in this Project are _____

2. [Presentation of the other Party]
3. [Presentation of the context and of the project]
4. The Parties intend to enter into a scientific collaboration about _____ ("Project"), as described in Appendix 1.
5. The Parties wish to determine the conditions of their research collaboration.

IT IS AGREED AS FOLLOWS:**Article 1. Definitions**

In this Agreement, the following capitalized terms shall have the meanings defined below, regardless of whether they are used in the singular or plural form:

Affiliate	Means any legal entity that controls, is controlled by, or is under common control with a Party, whether directly or indirectly, for so long as this control exists. For the purposes of the foregoing, an entity controls another entity if it owns (i) 50% or more of the equity of such entity, or (ii) 50% or more of the voting interests of such entity.
Agreement	Means this document together with its appendices: <ul style="list-style-type: none"> • Appendix 1: Description of the Project • Appendix 2: Budget • Appendix 3: List of each Party's Background IP • Appendix 4: List of representatives of each Party on the Committee • Appendix 5: Transfer of Products • Appendix 6: Basic principles governing joint ownership of IP rights • Appendix 7: Personal Data Protection as well as any subsequent amendment that may vary its terms, if any.
Background IP	Means any and all information as well as knowledge of a technical and/or scientific nature, including, but not limited to, know-how, manufacturing secrets, trade secrets, data, databases, software, files, plans, diagrams, drawings, formulas and/or any other type of information, in any form whatsoever, whether or not patentable and/or patented, and all intellectual property rights resulting therefrom, necessary for the performance of the Agreement, and owned by a Party or in its possession before the Effective Date of the Agreement or independently of the execution of the Project and in respect of which it has the user rights. The list of each Party's Background IP at the signing date of the present Agreement is set out in Appendix 3. Each Party may request changes to the list of its Background IP as per the procedure specified in Article 7.1.
Commercial Use	Means any commercial use (i.e. exploitation) generating identifiable revenue, such as the marketing of products using a Patent, or the licensing of the Patent.
Committee	Means the steering committee for the Agreement set up pursuant to Article 5.
Confidential Information	Means: (i) any and all information and/or data of any nature whatsoever, and notably of a technical, scientific, commercial, financial, economic or strategic nature, protected by an intellectual property right or not, in any form and on any support, notably on digital support (software, OAD, etc.), written or print support, or orally, whether or not patentable and/or patented, disclosed by a Party to one or more other Parties about the Project;

	<p>(ii) any and all information, result or element that is surmised from an analysis of a Product, a Confidential Information or a visit to the site (laboratories, offices, etc.) of a Party;</p> <p>(iii) the existence of the exchange of confidential information between the Parties.</p> <p>Results and Background IP are deemed Confidential Information.</p>
Effective Date	Means the date this Agreement enters into effect, i.e. _____.
Intellectual Property	Any new and useful art, process, machine, manufacture, composition of matter or and any new and useful improvement in any art, process, machine, manufacture or composition of matter, for which a patent or other legal protection may be sought, that is made, developed, drafted, conceived, contributed to, worked upon, invented, discovered or first reduced to practice during the term as a result of the Project work or any portion thereof.
Industrial Use	Means the direct use (i.e. exploitation) of the Results in the industrial facilities of a Party or of one of its Affiliates that does not generate identifiable revenue.
Joint Owners	Means the Parties who are the joint owners of Joint Results.
Joint Results	Means all Results jointly developed under the Agreement by the staff of the two Parties, the characteristics of which are that the respective contribution of each Party have been necessary for the achievement of the Result.
New Patent	Means any patent application or patent ensuing from the Results.
Own Results	Means the Results obtained by just one Party, without the assistance of another Party, meaning without any intellectual contribution or contribution in terms of inventive step or any contribution of testing equipment or facilities in the course of executing its share of the Project.
Product	Means any product, ingredient or sample of a material nature, notably of a biological or chemical nature, transmitted by a Party to another Party under this Agreement in accordance with the rules set forth in Appendix 5.
Project	Means the research and development project covered by this Agreement and described in Appendix 1.
Project Share	Means the share of work incumbent on a Party, as defined in Appendix 1.
Results	Means any and all information as well as knowledge of a technical and/or scientific nature stemming from the performance of the Agreement, including, but not limited to, know-how, manufacturing secrets, trade secrets, data, databases, software, files, plans, diagrams, drawings, formulas and/or any other type of information, product of all nature (notably of a biological or chemical nature), in any form whatsoever, whether or not patentable and/or patented, and all intellectual property rights resulting therefrom, generated by one or more Parties, or their subcontractors, in the framework of this scientific collaboration.

Sectors	Means the field of exploitation of the Results by All: agriculture, animal nutrition, crop nutrition, soil health, fertilizers, biostimulants, biocontrol.
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Article 2. Purpose

The purpose of this Agreement is notably to define:

- the terms and conditions of execution of the Project and of collaboration between the Parties;
- the rules on the allocation of ownership of intellectual property rights in connection with the Results;
- the rules on access to Background IP and on the use and exploitation of the Results;
- as applicable, the arrangements for the transfer and monitoring of Products from one Party to another.

Article 3. Effective Date - Term

This Agreement shall become effective on its Effective Date.

Save in case of early termination, it is entered into for the same term as that of the Project, i.e. for _____ months from _____.

The Parties will meet ____ months before this term to decide whether they want to extend the term by signing an amendment hereto.

The term of the Agreement is without prejudice to the survival of rights and obligations that are, by their nature, intended to survive its expiration or termination those arising under Article 7 (Ownership), Article 8 (Use of Background IP), Article 9 (Use/exploitation of Results), Article 10 (Confidentiality), Article 11 (Publications/communications), Article 12 (Liability), and Article 13 (No warranty).

Article 4. Conditions of execution of the Project

4.1 Allocation of Project Shares

The allocation of Project Shares between the Parties and the schedule for completion are defined in Appendix 1.

4.2 Execution by each Party of its Project Share

Each Party agrees to execute its Project Share by implementing all necessary means for such execution. The Parties will do their best efforts to execute the Project as described and within the schedule defined per Appendix 1. The Parties will carry out the Project in accordance with appropriate scientific and professional standards. The Parties will make reasonable efforts and act according to the best practices regarding the respect and non-infringement of Intellectual Property Rights.

Each Party agrees to inform the other Party at Committee meetings of any difficulties encountered in the execution of its Project Share likely to comprise the Project's objectives.

4.3 Subcontracting

The subcontractors listed in Appendix 1 are deemed to have been accepted by the Parties.

Any subcontracting that is not covered by Appendix 1 that is necessary for a Party to execute its Project Share shall be the subject of prior written notice from such Party to the other Party. The express agreement of the other Party shall be made in writing in a delay of two (2) months following such notice unless this Party informs the notifying Party in writing of its objection, which shall be justified only on the grounds of a legitimate interest.

Each Party remains solely liable for the outsourced services and agrees:

- to ensure that its subcontractor is bound by the same obligations as hereunder and in particular the confidentiality obligations pursuant to Article 10;
- to acquire the intellectual property rights in and to the Results obtained by such subcontractors in the framework of the Project, so as not to restrict the rights granted to the other Parties under this Agreement;
- to ensure that its subcontractor cannot claim any intellectual property right or user right over the Results;

Any use by a subcontractor of part of the Background IP or of the Results belonging to another Party shall be subject to the latter's prior written consent and shall be limited solely to what is required for the execution of the relevant Project Share.

4.4 Presence of the staff of a Party on the premises of another Party

The presence of a Party's staff on the premises of another Party for the purpose of the execution of the Project is subject to the following conditions:

- the presence of such staff shall have been previously agreed to in writing by the hosting Party, it being understood that (i) such consent is given depending on the dates of availability at the hosting site, and (ii) all expenses in connection with such assignment to the host site shall be borne by the Party who is the employer of such staff, unless otherwise expressly agreed.
- such staff shall be required to comply with the internal policy and with all general or specific hygiene and safety, security, discipline and confidentiality rules applicable at the site where such staff is hosted, as communicated to them by the hosting Party.
- such staff shall continue to report to and be under the disciplinary authority of their employer, which remains solely responsible for their insurance and social coverage.

Each employer shall ensure the coverage of its own agents in the matter of industrial accidents and occupational diseases, in particular those provided for in Article 14 (Insurance), without prejudice to any recourse against the third parties responsible. As regards any students/trainees using All premises, they must undertake to take out voluntary insurance against the risk of accident at work and occupational disease in accordance with Article L 743-1 of the French Social Security Code, to the extent that it is not already covered by their main activities within their home establishment.

Under no circumstances may the Receiving Party be held liable for damages caused by an agent, trainee and/or student of another Party in accordance with the terms of Article 14 (Insurance).

The Receiving Party shall allow access to collective and social services such as restaurants, transport, etc. to agents, trainees and/or students of another Party working on its premises.

The employer agrees to ensure that:

- contractual relations with trainees and/or students enable the Parties to comply with the terms of the Agreement and in particular the stipulations relating to the Results, confidentiality and formalities related to the filing of Patent applications.
- trainees and/or students involved in the Project are aware of this article and the stipulations of Articles 7, 8, 9, 10 and 11.

Each Party shall give the necessary instructions to its personnel for the proper application of the foregoing provisions and those resulting from the Agreement.

Article 5. Governance - Committee

A Committee is set up composed of representatives of each of the Parties and the list of their names and contact details is set out in Appendix 4.

In case of a change in representative, the Party concerned shall promptly notify the other Party of the surname, name, contact details and position of its new representative, and ensure that such change has no impact on the quality of monitoring of the Project.

The Committee shall meet (by video conference meeting or in presence) at least every six months or as often as necessary at the initiative of any Party.

Each Committee meeting shall be the subject of a meeting report indicating the matters discussed as well as the decisions taken. The report is drafted by _____ within thirty (30) days and is transmitted to All for approval or observations. The report shall be deemed accepted two (2) weeks after having been sent if no observations are sent to _____ during that period.

The Committee's duties are as follows:

- Monitoring the rollout of the Project;
- Studying the possibilities of redirecting research, proposing the extension or discontinuance of research;
- Submitting, depending on the possibilities of exploiting research results, proposals concerning publications and the method of protection of such results: patent, confidential technical file or other;
- Proposing solutions in case of a dispute of a technical nature or in relation to the content of reports or publications;
- Monitoring and controlling the allocated budget;
- Identifying Results.

The Committee and its duties will last until 6 months after the end of the Agreement. The Committee does not have the authority to amend the terms of this Agreement.

Article 6. Financial Terms

6.1 Cost of the Project and invoicing

The cost of the Project, the financial contributions made by each Party and any possible contributions made by one Party to the share of another Party are described in Appendix 2.

The table below presents the milestones of invoicing from _____ to All to cover the share of total Project costs allocated to All following Appendix 2.

PAYMENT	MILESTONE	VALUE (€)
A		
B		
C		
D		

Unless any VAT exemption applies, all amounts are exclusive of VAT (or any similar tax) which All will pay at the rate from time to time prescribed by law.

The amount shall be paid as a lump sum at the beginning of the first year of the program, within thirty (30) days from the receipt of invoicing from XXX, by bank transfer, to the order of XXXXXXXX, on the account:

IBAN: XXXXXXXXXXXXXXXXXXXX, BIC: XXXXX

The invoice shall be addressed to:

AGRO INNOVATION INTERNATIONAL
Service Comptabilité/ Accounting services
18 avenue Franklin Roosevelt
35400 Saint-Malo

And

Compta.fournisseurs-innovation@roullier.com

And shall specify the name or code of the project: _____

6.2 Refund in case of termination

In the event of termination of this Agreement before its completion, regardless of the reason, _____ will refund the initial payment to All on a pro-rata basis for the portion of the Agreement duration not completed.

Article 7. Ownership

7.1 Ownership of Background IP

The Background IP of each Party necessary for the execution of the Project and/or the use of the Results are described in Appendix 3. As necessary, that list of Background IP may be updated during the course of execution of the Project, upon the proposal of the Committee and subject to an e-mail sent by the Owner of the Background IP:

- Providing the description of the Background IP;
- Clearly highlighting that the information transmitted is Background IP in accordance with Article 7 of the Research Agreement.

The transmission shall be mentioned in the Committee's report.

Each Party holding Background IP shall remain the owner of such Background IP, subject to any third-party rights.

7.2 Ownership of Joint Results

All Joint Results will be owned jointly by the Parties and the share of co-ownership of the Parties will be based on the respective intellectual, industrial, scientific and financial contributions made by them. Any Joint Results shall be subject to rules of co-ownership, that shall be drawn-up between the Joint Owners as soon as necessary and, in all cases, prior to any and all industrial and/or commercial use, defining the distribution of the quotas, as well as the rights and obligations relating thereto.

The basic principles governing joint ownership of IP rights are defined in Appendix 6.

It is agreed that the Parties shall decide jointly whether the Results should be the subject of patent applications filed in joint names of the Parties. In that case, the Parties shall conclude a Joint Ownership Agreement that will notably provide that All will carry out formalities for filing and maintaining such patents. The costs of filing, obtaining and maintaining the New Patents will be borne by both Parties in the same proportion of the ownership.

Each Joint Owner agrees to take all necessary measures with its staff, employees and/or service providers to enable the allocation of the intellectual property rights over the Joint Results under the conditions laid down in this article, in particular to avoid any claims in ownership being made over inventions against the other Joint Owners by such staff, employees and and/or service providers. Each Joint Owner agrees in particular that the persons named as inventors shall deliver all signatures, provide all information and accomplish any formalities required to file, maintain and defend such patents.

Each Joint Owner shall be solely responsible for the compensation of the staff working for it.

7.3 Ownership of Own Results

In the unexpected event that results are obtained by just one Party, without the assistance of another Party, meaning without any intellectual contribution or contribution in terms of inventive step or any contribution of testing equipment or facilities in the course of executing its share of the Project, this results shall be considered as Own Results and the relative IP will fully (100%) belong to this Party.

Article 8. Use of Background IP

8.1 Use of Background IP for the purposes of executing the Project

For the term of the Project, each Party grants the other Party, for no financial consideration, a license to use its Background IP upon written request by the other Party when necessary for it to execute its Project Share. The license thereby granted is non-exclusive, nontransferable and nonassignable, and excludes the right to grant sublicenses.

8.2 Use of Background IP for the purposes of exploiting the Results

For the term of the Project plus a limited period of 48 months thereafter, each Party agrees to grant the other Party and/or its Affiliates, by separate deed and upon written request, a license for the use of its Background IP when necessary for the exploitation, by the requesting Party or Affiliate, of its Own Results or the Joint Results in respect of which that Party has obtained exploitation rights.

The license thereby granted is non-exclusive, nontransferable and nonassignable, and excludes the right to grant sublicenses.

The licensing Party agrees to grant such licenses at arm's length terms in the relevant sector of application.

Article 9. Use of Joint Results

9.1. Use of the Joint Results for research purposes

Each Party has the right to use the Joint Results for research purposes.

Nevertheless, in the Sectors, until the filing date of a patent application shall the Results be patentable, and within a maximum duration of three (3) years after this Agreement's expiration or termination, any unpublished research using the Joint Results that a Party would like to conduct shall be conducted internally.

Each Party shall strictly prevent- directly or through its affiliates or subcontractors from using Joint Results to perform research in the Sectors with private or commercial entities; shall there be All competitors or not.

It is consequently agreed that until the date of the termination of the Agreement and within a maximum duration of three (3) years after the Agreement's expiration or termination, in case a Party would like to use the unpublished Joint Results with a private or commercial entity, the Party should ask authorization to the other Party which could, exceptionally, accept in writing that the Party conducts such research.

9.2. Use and Exploitation of the Joint Results for industrial and commercial purposes

All and its Affiliates have the right to use the Joint Results for research purposes.

All and its Affiliates have an exclusive right of Industrial and Commercial Use of the Joint Results in the Sectors, without limit of time.

In the Joint Ownership Agreement, the Parties will decide how All and its Affiliates will compensate _____ for this exclusive right of Industrial and Commercial Use of the Joint Results, at arm's length terms.

Article 10. Confidentiality

10.1. Each of the Parties, in so far as it is authorized to do so, shall transmit to the other Parties only Confidential Information that it deems necessary for the completion of the Project. Nothing in this Agreement may be construed as requiring a Party to disclose its Confidential Information to another Party.

10.2. A Party receiving Confidential Information (hereinafter the “Recipient Party”) from another Party (hereinafter the “Disclosing Party”) agrees, for the term of the Agreement plus five (5) years after the expiration of this Agreement for any reason whatsoever, that the Confidential Information disclosed by the Disclosing Party shall:

- be protected and kept strictly confidential;
- only be communicated to members of its staff, its Affiliates or subcontractors having a need to know it for the completion of the Project, and provided they are bound by confidentiality obligations that are at least as strict as those resulting hereunder;
- only be used by the persons identified in the framework contemplated by this Agreement; and
- only be copied, reproduced or duplicated in whole or in part for the purposes of completing the Project.

The Receiving Party shall:

- use at least as great a standard of care in protecting the Confidential Information of the Disclosing Party as it uses to protect its own Confidential Information of like character, and in no case less than a reasonable degree of care;
- not claim, create or attempt to create, and shall prohibit employees or employees of its Affiliates to demand, create or attempt to create Intellectual Property rights in relation to a Disclosing Party’s Confidential Information.

10.3. The Recipient Party agrees to :

- use the Products of the Disclosing Party only for the purposes of completing the Project;
- keep the Products only at its premises or those of its Affiliates, under the environmental and physical safety conditions necessary for their integrity and protection against theft;
- not transmit or disclose the Products to a Third Party;
- not do any reverse engineering research on the Products.

10.4. All Confidential Information and Products, and any copies thereof, transmitted by a Party to another Party, shall remain the property of the Disclosing Party, subject to any third-party rights and shall be either returned to the Disclosing Party or destroyed upon request by the latter.

10.5. The Recipient Party shall remain liable to the Disclosing Party for the compliance by its Affiliates and subcontractors with the obligations set forth in this article.

10.6. The Recipient Party shall be under no obligation or restriction in respect of any Confidential Information which it can demonstrate:

- was in the public domain prior to disclosure to it or later became part of the public domain but through no fault of the Recipient Party; or
- was lawfully in its possession before being received from the Disclosing Party; or
- was lawfully obtained from a third party having the right to disclose it; or
- was used or disclosed pursuant to written authorization from the Disclosing Party; or
- was independently developed in good faith by staff of the Recipient Party without access to such Confidential Information.

10.6. If disclosure of Confidential Information is required in application of a law or a regulation or in the context of judicial, administrative or arbitral proceedings, such disclosure must be limited to the strict extent necessary. The Recipient Party agrees to immediately inform the Disclosing Party prior to any disclosure so as to permit the latter to take appropriate measures to preserve its confidential nature.

10.7. Without prejudice to Article 8 and Article 9, it is expressly agreed between the Parties that the disclosure between them of Confidential Information under this Agreement may in no event be

construed as granting the Recipient Party any express or implicit right whatsoever, including any intellectual property right (in the form of a license or otherwise) with respect to the Confidential Information.

10.8. As an exception to the five (5) years period provided in article 10.2, Background IP and Own Results remain confidential as long as they do not fall into the public domain.

Article 11. Publications - Communications

11.1. In compliance with the provisions of Article 10, any contemplated communication, in particular through a publication or presentation in any form or format whatsoever, in connection with the Project, shall require, during the term of the Project plus three (3) years after its expiration or termination for any reason whatsoever, the prior written consent of the other Party.

11.2. The other Party shall make known its decision within a maximum of sixty (60) calendar days as of the date of notification of the request, and this decision may consist in:

- acceptance, without any reservation, of the contemplated communication; or
- requesting that Confidential Information owned by them should be removed from the contemplated communication; or
- requesting modifications, in particular if some of the information contained in the contemplated communication is likely to adversely affect the industrial and commercial exploitation of the Background IP and/or Results; or
- requesting that the communication be deferred if real and serious reasons exist that would seem to require such deferment, in particular if the information contained in the contemplated publication or communication should be the subject of industrial property protection.

11.3. If a Party remains silent for longer than the period of sixty (60) calendar days set forth in point 2, the requesting Party will have to alert the other one. If the Party remains silent for a new period of sixty (60) calendar days, that Party shall be deemed to have consented to the contemplated publication or communication.

11.4. On the expiration of the period set forth in article 11.1, any publication or communication of the Joint Results will be free, except if it includes Background IP or Own Results of the other Party, or if a patent procedure is currently going on. In that case, the publication or communication shall be agreed by the owner of the Background IP or of the Own Results or the Party carrying out formalities for patent.

11.5. Any communication of the Joint Results, and any communication based on or including the Joint Results, published during the Project or after, without limit of time, shall cite the contribution made by each of the Parties to the completion of the Project.

11.6. Subject to compliance with the provisions of Article 10 on confidentiality, the terms of this article may not operate so as to defeat or impede:

- the obligation incumbent on each research institution participating in the Project to submit an activity report to the body(ies) to whom it reports. In this respect, the publication of Confidential Information is limited to those bodies which need to be familiar therewith provided they undertake to comply with the provisions relating to confidentiality;
- the defense of the thesis or dissertation of researchers participating in the Project, organized in compliance with applicable University rules. The involved Parties will take all possible measures to ensure the confidentiality of the Results;
- the filing by one or more Parties of a patent application based solely on their Results;
- the publication or communication by a Party of its Own Results;

- the use of the Results by All for applications for accreditation from regulatory authorities.

Article 12. Liability

In the event that a Party causes, through any breach of one or more of the obligations contained in Articles 4 to 10, damage to the other Parties, the Party responsible for the breach undertakes to compensate the other Parties for such direct damage.

12.1 Liability as regards third parties

Each Party shall remain liable, under the ordinary rules of law, for any harm or loss that its staff or a Party may cause to third parties in the course of performing the Agreement.

12.2 Liability between the Parties

a. Personal injury

Each Party is responsible for the coverage of its staff in accordance with the legislation in the area of social security, occupational accidents and occupational diseases applicable to it and shall carry out the formalities incumbent on it.

Each Party is responsible, under the ordinary rules of law, for any harm or loss of any type caused by its staff to the staff of any other Party.

b. Damage to property

Each Party is responsible, under the ordinary rules of law, for any harm or loss caused by it to the movable property or real estate of another Party arising out of or in connection with the performance of the Agreement.

c. Waiver of claims

The Parties hereby waive, as between themselves and their insurers, any claim based on any loss of production, loss of revenue or loss of earnings arising out of the performance of this Agreement and agree to ensure that their respective insurers shall also waive any claims on this basis.

Article 13. No warranty

The Parties recognize and accept that Background IP, the Results and other information disclosed by a Party to another Party for the purpose of the performance of this Agreement are provided “as is”, without any warranty of any type whatsoever.

Background IP, Results and other information used by the Parties under this Agreement are used at their respective risk and expense. Accordingly, no Party shall have any remedy against another Party or against its subcontractors, if any, or staff, howsoever arising and on any grounds whatsoever, as a result of the use of the Background IP, Results or other information of that Party, including in case of a third-party claim asserting infringement of intellectual property rights.

Article 14. Insurance

Each Party is required, as necessary and insofar as compatible with its charter or bylaws, to take out and maintain the necessary insurance policies to cover any personal injury or harm to property that may arise in the course of performing the Agreement.

Article 15. Breach by a Party

15.1 Breach by a Party

In case of breach of its obligations by a Party (hereinafter called “the Defaulting Party”), three (3) months following a notice of breach and opportunity to cure by the other Party that had remained uncured, the other Party may decide on the termination of the Agreement without additional formalities nor judiciary authority’s decision.

15.2 Consequences in terms of intellectual property rights

The Defaulting Party agrees to transmit to the other Party, without charge and immediately, all of the files and information necessary for the execution of the relevant Project Share. In addition, in view of continuing the Project, the Defaulting Party agrees not to assert against the other Party its intellectual property rights in relation to and Results, and agrees to negotiate the terms of a license for the exploitation of its Results, under the conditions laid down in Article 8 and 9.

The Defaulting Party shall lose the benefit of the rights that have or may have been licensed to it with respect to the Results of the other Parties under Article 8 and 9.

Article 16. Force Majeure

No Party shall be liable for any total or partial failure to perform its obligations that is due to an event that constitutes a case of force majeure within the meaning of Section 1218 of the French Civil Code.

The Party asserting the case of force majeure shall notify the other Party of such case in writing, delivery confirmation requested, within ten (10) calendar days following its occurrence.

The execution times of the affected Project Share may be extended by a period to be determined by mutual agreement between the Parties.

The suspended obligations shall be resumed once the effects of the case of force majeure have ceased. If the case of force majeure continues for more than three (3) months, the Parties shall hold a Committee meeting to find a solution that would permit the execution of the Project, including through the exclusion of the Party affected by the case of force majeure.

Article 17. Notices

All notices in connection with the performance or interpretation of this Agreement shall be validly given if sent to the respective addresses of the Parties indicated in Appendix 4. In order to be valid and enforceable against the other Parties, all notices shall be sent by registered mail with delivery confirmation, either in paper or in electronic format.

Article 18. Assignment – change of control

None of the Parties are authorized to assign to any third party all or some of their rights and obligations without the prior written consent of the other Party. The assigning Party shall inform the other Party. The consent of the other Party shall be deemed obtained if, after the end of a period of three (3) months, the other Party has not asserted a legitimate interest justifying the withholding of its consent.

In case of a change of control, the affected Party agrees to promptly inform the other Party, which shall decide to terminate or not the Agreement in respect of the affected Party.

Article 19. Miscellaneous

19.1 Nature of the Agreement

Nothing in this Agreement may be construed as creating any form of body corporate or partnership or joint and several liability between the Parties.

Nothing in this Agreement may be construed or deemed as creating any *affectio societatis* between the Parties, which is formally excluded.

No Party has the power to bind the other Parties or to create any obligations for the other Parties.

19.2 Severability

If one or more provisions of the Agreement is contrary to a law or a legally binding instrument, such law or instrument shall be controlling, and the Parties shall make the necessary changes required for compliance with such law or instrument. All other provisions of the Agreement shall remain in effect and the Parties shall make their best efforts to find an acceptable alternative solution in keeping with the spirit of this Agreement.

19.3 No Waiver

No failure or omission by any Party to assert one or more provisions of this Agreement may under any circumstance be construed as a waiver by that Party to assert such provision or provisions in the future.

19.4 Entire Agreement - Amendments

This Agreement cancels and supersedes any prior agreement or understanding, whether written or oral, between the Parties with respect to its subject matter and expresses the entire agreement between the Parties with respect to the same subject matter. Unless otherwise specified herein, no addition to or variation of, the terms of the Agreement shall be effective as regards the Parties unless the subject of a written amendment hereto, signed by their respective duly authorized representatives.

Article 20. Governing Law - Disputes

This Agreement is governed by and shall be construed in accordance with the laws of France.

In case of any dispute arising out of or in connection with the interpretation, performance or validity of the Agreement, except in case of urgency warranting the referral of the matter to a court of competent jurisdiction ruling in summary proceedings, the Parties shall endeavor to amicably settle their dispute via the Committee, then via their respective management bodies or authorities.

If the Parties are unable to resolve their dispute within three (3) months as of its occurrence, it shall be submitted by the more diligent Party to the relevant jurisdictions of the defender Party.

Article 21. Personal Data Protection

Each Party agrees to comply with the relevant Data Protection Regulations provisions and to allow the other Party to comply with its own obligation.

The Data Protection Regulations mean the enforceable regulations relating to the processing of Personal Data, in particular the French Law n° 78-17 of 6 January 2018 on information technology and liberties and any other regulations intended to complete or replace it including, but not limited to, the Regulation (EU) 2016/679 on the protection of natural persons with regard to processing of personal data and on the free movement of such data.

Personal Data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or to one or more factors specific to the identity of that natural person.

To this end each Party undertakes, among others things, to execute, at its own expenses, its obligations under the Data Protection Regulations and to ensure that these obligations are respected by any person who has an access to all or any of the Personal Data. Therefore, All notifies the _____ with the Appendix 7 about the processing of Personal Data it executes.

Article 22. Electronic signatures

For the purpose of executing this Agreement or any amendment thereof, signatures rendered via an electronic signature service (eg. DocuSign) shall be treated as original signatures.

Executed in 2 original copies,

For AGRO INNOVATION INTERNATIONAL _____ Chief Executive Officer	For _____ Name _____ Position _____

Appendix 1: Description of the Project and Project Share

➤ **Project description :**

- Project title: xxx
- Scientific leaders: xxxx
- Summary : This is a general summary (one or two paragraphs)
- Context : Explain why the project is necessary and in what context it is being carried out
- Objectives: Define specific and measurable project objectives
- Materials and methods: Describe the materials, methods and protocols used to achieve the objectives set

➤ **Distribution of tasks between the Parties ("Project Share") :**

- Work phases: Break down the project into phases, describing the desired result for each phase
- Allocation of tasks: Define the Parties responsible for each task and/or work package
- Metrics for evaluation and monitoring: Include the metrics you will use to evaluate the progress and/or success of the project
- Expected deliverables: xxxxxx
- Timeline: Describe the timeline for each phase, including the basic tasks you will perform, with start and end dates

➤ **List of subcontractors :**

Company	VAT	Type of service

Appendix 2 : Budget

	Total cost for _____ and Affiliates	Total cost for All and Affiliates	Project's total cost
PERMANANT STAFF			
Technicians			
Engineers			
Manager			
NON-PERMANANT STAFF			
Interns			
phD students			
Postdocs			
OPERATING COST			
SUBCONTRACTING			
CONSUMABLES			
EQUIPMENT			
TRAVEL EXPENSES			
INTELLECTUAL PROPERTY			
COMMUNICATIONS & PUBLICATIONS			
GRANTS AND SUBSIDIES			
TOTAL			
Cost distribution as a percentage			

Appendix 3 : List of each Party's Background IP

➤ **For All :**

Type of knowledge	Description	Dated document	Use restriction

➤ **For xxxx :**

Type of knowledge	Description	Dated document	Use restriction

Appendix 4 : List of representatives of each Party on the Committee

➤ For All :

Name	Position	Address	Mail

➤ For xxxxxx :

Name	Position	Address	Mail

Appendix 5 : Transfer of Products

All and _____ have signed a Collaborative Research Agreement covering [NAME OF THE PROJECT]. It is agreed that this Agreement is subject to and shall comply in all respects with the provisions of the aforementioned "Collaborative Research Agreement".

Specifications regarding the Products and Tests :

Identification of the Products: [to be completed]

Recipient Laboratory of the Products: [to be completed]

Scheduled Tests: [to be completed]

Technical documents and information: [to be completed]

Person responsible for accomplishing transport formalities: [to be completed]

	Supplied by	Received by
Responsible person at the laboratory		
Company		
Date		
Signature		

GENERAL TERMS OF TRANSFER

1. The Products shall be transferred on a nonexclusive free of charge basis (excluding any possible costs of preparation and transportation) for the sole purpose of accomplishing the research and testing program indicated in the traceability sheet and described in the Collaborative Research Agreement signed between the Parties indicated in the sheet.

2. The Party supplying the Products is hereinafter referred to as the Supplier. The Party receiving these Products is hereinafter referred to as the Beneficiary.

3. The Beneficiary agrees to:

- i. use the Supplier's Products exclusively for the purpose of accomplishing the research and testing program mentioned in the traceability sheet;

- ii. keep the Products only at its premises or those of its Affiliates, under the environmental and physical safety conditions necessary for their integrity and protection against theft;
- iii. not transmit the Products to third parties;
- iv. not carry out any reverse engineering of the Products.

Any use not mentioned in points above shall require the Supplier's express prior consent.

4. The Beneficiary warrants compliance with the obligations set forth in this article by its Affiliates, its members of staff and those of its Affiliates.

5. Upon the expiration of the Collaborative Research Agreement, the Supplier may ask the Beneficiary to return the Products to it or else destroy them together with any derivative materials.

6. The Beneficiary recognizes that the Products form part of the Supplier's Background IP as defined in the Collaborative Research Agreement.

7. The Beneficiary may not obtain any right, ownership title or license over the Products supplied by the Supplier without the prior negotiated consent of the Supplier, as provided in the Collaborative Research Agreement.

No right of a commercial nature or license is granted or implied by the supply of the Products to the Beneficiary by the Supplier.

The Products cannot be included in a patent application or any industrial property title by the Beneficiary, without the express prior consent of the Supplier.

8. The Beneficiary recognizes the confidential nature of the Products supplied by the Supplier and agrees to apply the confidentiality obligations stipulated in the Collaborative Research Agreement to them. In addition, the Beneficiary is responsible for the application of the obligations under that agreement as regards any person who has access to the Product supplied by the Supplier.

9. The Beneficiary's oral or written publications and communications are subject to the conditions defined in the Collaborative Research Agreement.

10. The Beneficiary recognizes that it has full authority to be in possession of the Products and endorses the authorizations and accreditations necessary to receive, be in possession of and use the Products.

11. The Products exchanged are of an experimental nature. The Supplier gives no warranty as to their use, effectiveness, absence of toxicity or safety for any given use.

In this respect, the Supplier disclaims any and all liability arising out of any harm caused by the Products, as well as out of any use that could be made thereof.

Appendix 6 : Basic principles governing joint ownership of IP rights

Subject to the provisions of the joint ownership rules to be agreed between the Joint Owners, which shall take precedence, the following principles shall apply to any joint ownership of IP rights; hereunder:

i. Management and procedure

The Joint Owners of Joint Results shall decide whether they should be the subject of patent applications or any other IP rights, filed in their joint names and shall appoint by mutual agreement All as their common representative who shall handle the carrying out of formalities for filing and maintaining such rights.

The costs of filing, obtaining and maintaining jointly owned New rights shall be borne by both Parties in the same proportion of the ownership.

In case the Committee decides that the Common Results shall be protected by an intellectual property right, the first right (priority right) will be firstly protected in France.

All will be the representative for the IP rights of the co-owners.

ii. Decision not to prosecute or maintain a New Patent

If one of the Joint Owners of Joint Results decides to abandon any pending application for a new patent or, if the application has already been made, decides that it does not wish to continue prosecution of the application or maintenance of one or more New Patents or applications in one or more countries, it shall so inform the other Joint Owner in a timely way so that this Party can make the filing in its own name only and continue prosecuting the application for, or maintenance of, the New Patent at their sole benefit and expense.

The abandoning Party agrees to sign or have signed and deliver any necessary documents to permit the other Party to become the sole joint owner of the New Patent(s) in the country or countries concerned.

A Joint Owner is deemed to have decided to abandon prosecution of the application or maintenance of a New Patent, ninety (90) calendar days after receipt of a letter sent by the representative party by registered mail with delivery confirmation asking that Party to make known its decision in that respect.

However, the abandoning Party may not claim any compensation in respect of use by the other Joint Owners for countries abandoned by it.

iii. Sale — Right of first refusal

Each Joint Owner has the right to sell its percentage share of ownership of the New Patents taking expressly in account the right of preference to redeem the other party's rights of co-ownership quota of the patent, or the proposed patent application.

However, in case a Joint Owner contemplates a sale other than to an Affiliate, the other Joint Owner(s) shall have a right of first refusal under the following conditions.

The selling Party shall notify the contemplated sale to each of the other Joint Owners by notice sent by registered mail with delivery confirmation, such notice to indicate, subject to any possible confidentiality obligations the selling Party may be under, the terms and in particular financial, of the

contemplated sale, as well as the identity of the contemplated buyer and, if that buyer is a legal entity, that of the person or persons having ultimate control over the buyer.

Each Joint Owner shall then have a period of sixty (60) calendar days as of receipt of such notice in which to make known to the selling Party, by registered mail with delivery confirmation, whether it intends to avail itself of this right of first refusal.

Failing a response within that deadline, a Party shall be deemed to have waived the right to exercise this right of first refusal.

In case of the exercise of the right of first refusal by a non-selling Party, the sale shall be transacted on the same terms as those initially notified by the selling Party, as indicated above.

Any selling Party is required to include in any sale agreement full information on the rights and obligations attached to the Patents.

iv. Defense of Patents resulting from the Joint Results

In case one of the Joint Owners suspects the infringement of a Patent resulting from the Joint Results, the Joint Owners shall consult on the advisability of jointly filing an infringement claim.

Failing agreement between the Joint Owners within a period of sixty (60) calendar days, or any other period that may be agreed between the Parties, as of the report sent by a Joint Owner to the other Joint Owners of presumed acts of infringement by a third party, each of the Joint Owners may pursue, under its own responsibility, and at its own expense and for its own benefit, any claim or action it deems useful.

Joint Owners having participated in any such claims or actions disclaim any and all liability as regards the other Joint Owners for any resulting adverse consequences and in particular the cancellation of all or some of the Patents.

v. Other obligations of Joint Owners

Each Joint Owner agrees to take all necessary measures with their staff, employees and/or service providers to enable the allocation of the intellectual property rights over the Joint Results under the conditions laid down in this article, in particular to avoid any claims in ownership being made over inventions against the other Joint Owners by such staff, employees and/or service providers.

The Parties agree that the persons named as inventors shall deliver all signatures, provide all information and accomplish any formalities required to file, maintain and defend such patents.

Each Joint Owner shall be solely responsible for the compensation of the staff and inventors working for it.

Moreover, during the Committee the Parties will commit :

- that the names of the inventors are mentioned (provided they are not opposed to it), pursuant to current legal provisions in patent applications that one or the other shall have,
- to keep one another informed of the patent filings and extensions done; the information on the patent filings and extensions done shall be done by e-mail with acknowledgement of receipt.

The Parties expressly agree to these minimum provisions.

Definitions	As a matter of principle and <i>a priori</i> identical to those of the research collaboration agreement
Effective date	Date of signature by the co-owner Parties
Term	Expiry or abandonment of the patent in question; assignment of shares to one of the Parties
Shares	Criteria used to determine the distribution of the respective shares
Remuneration of the commercial application of the patent by All within its domain	Repurchase of the co-ownership share or Milestone defined as: Patent Issuance, National Extensions, Release for Sale on the Market
Remuneration of the commercial application of the patent by the partner within another domain (direct or indirect)	Repurchase of the co-ownership share or Milestone defined as: Patent Issuance, National Extensions, Release for Sale on the Market
Patent protection costs	In direct proportion to the share of co-ownership
Management of the patent and advance on protection costs, agent acting for the co-owners	All
Patent protection decision (territory)	The parties having taken part in the achievement of the Joint Results concerned by the patent
Account keeping	Separate accounting (specific to the application of the patent) Auditing possible by an agent appointed by the co-owner, at its own expense
Assignment - Share of the patent	Pre-emption right in favour of the co-owner Obligation to notify in advance
Proprietary further improvement	<ul style="list-style-type: none"> • Belongs to the co-owner having developed the same, in its domain, • Free operation in own domain, • Proprietary protection <p>Where any proprietary further improvement would concern the Domain of the other Party: obligation to offer for first refusal an assignment, license or co-ownership to this party.</p>
Joint further improvement by the co-owners of the patent	Protection in common, according to the same rules of co-ownership
Protection of rights	Joint decision Costs incurred in accordance with the distribution of shares
Confidentiality	Identical to that of the Collaborative Research Agreement
Termination, Governing law, Resolution of disputes between the Parties Jurisdiction Correspondence	Idem

Appendix 7 : Personal Data Protection

Article 1: Object. In accordance with the General Data Protection Regulation 2016/679 effective since May, 2018 ("Regulation"), All hereby informs the Service Provider of the treatment of the Personal Data collected.

Article 2: Controller and recipients. Personal Data of data subjects acting on behalf of the Service Provider, collected at our request and by All, are processed by All as a controller. All's support functions (administration of sales, trade, logistics, credit management, computer accounting and marketing) have access to these Personal Data. Personal Data can also be made available to All's auditing firms and technical, legal and logistics providers ("processors" within the meaning of the Regulation) for the strict needs of their mission. All's Affiliates may also be recipients.

Article 3: Processing characteristics. Collection of Personal Data (business or accounting contacts notably) is necessary for the performance of the commercial relationships between All and the Service Provider; without these Personal Data, All cannot meet its contractual obligations. Personal Data can also be used to meet our legal, accounting or tax obligations (management applications for right of access, rectification and opposition or maintaining a list of opposition to including prospecting).

Article 4: Storage of Personal Data. Personal Data are stored for the period necessary for the management of our commercial relationship.

Article 5: Transfer of Personal Data. All does not transfer Personal Data to third countries outside the European Economic Area.

Article 6: Information provided to data subject. The Service Provider shall inform data subjects from its company of the processing of Personal Data implemented by All for the purposes of the exercise of their rights. All's liability cannot be committed in the absence of such information of the data subjects.

Article 7: Rights of data subjects. In cases and within limits of the Regulation, data subjects of the Service Provider whose All process Personal Data have the right of access to Personal Data concerning them, rectification, erasure or portability, as well as the right of restriction of the data processing, to object and withdraw their consent. These rights may be exercised at any time from the relay Data Protection Officer (DPO) to the address of the head office or at : dpo@roullier.com, by joining any document proving their identity. In case of unresolved issues, please contact the relevant supervisory authority (CNIL in France).