

## CORTEVA AGRISCIENCE EVALUATION AGREEMENT

This Corteva Agriscience Evaluation Agreement ("**Agreement**") is between Corteva Agriscience LLC ("**Corteva**"), with offices 9330 Zionsville Road, Indianapolis, Indiana 46268, USA and Università degli studi di Foggia ("**University**"), with offices at Via Antonio Gramsci, 89, 71122 Foggia FG, Italy. Corteva and University (each a "**Party**" and collectively, the "**Parties**") agree as follows.

1. **Affiliate** : of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person;
2. **Purpose of Agreement.** Corteva is a science-based company that develops and sells seeds, crop protection products, and pest control products globally. Corteva and its Affiliates desire to have University evaluate certain attributes of one or more Chemical Materials (defined below), Seed Materials (defined below), and Resulting Plant Materials (defined below), and University desires to learn about new technologies used in agriculture and in non-agricultural pest control applications by working with and evaluating the Materials ("**Purpose**"). The Purpose does not include animal feeding studies or human health or exposure studies.
3. **Trials.** University shall evaluate the Materials (defined below) through field trials conducted pursuant to Protocols (defined below) designed by Corteva or its Affiliates to achieve the Purpose ("**Trials**"), all as more specifically described in statements of work to be signed by the Parties ("**Statements of Work**"). Corteva or its Affiliates and the University shall enter into one or more Statements of Work prior to conducting any Trial under this Agreement. If an Affiliate of Corteva enters into a Statement of Work, then the terms and conditions of this Agreement shall apply to such Affiliate of Corteva for the applicable Statement of Work.
  - (a) Statements of Work. Depending upon the regulatory status of the Materials (defined below) to be evaluated and the nature of a particular Trial, the Statement of Work will take the form of the template attached to this Agreement as Exhibit A. The Protocol (defined below) for the Trial shall be incorporated by reference in the Statement of Work. A Statement of Work may extend to more than one Trial. Each Statement of Work shall identify a University lead scientist for the Trial ("**Principal Investigator**") and a Corteva lead contact ("**Corteva Field Representative**"); and shall be signed by an authorized representative of each Party and incorporated in this Agreement by reference.
  - (b) Protocols. A "**Protocol**" comprises written instructions or a study plan to be carried out or managed by the Principal Investigator for performing the Trial. A Protocol shall specify, among other things, Materials (defined below) to be evaluated, locations, timelines and the identities of all individuals the Principal Investigator intends to assign to the Trial. Regulated Transgenic Standard Operating Procedures ("**RTSOPs**") for Trials involving GM Seed Materials (defined below) shall be included in the Protocol. University will provide periodic reports as set forth in the Protocols, including a written final report to Corteva detailing New Information (defined below). University will provide all necessary labor, land, farming machines and supplies for performance of the Protocols, except for Materials (defined below) specifically identified in the Protocols as being provided by Corteva.
  - (c) Consideration. The Parties acknowledge that the mutual benefits derived from the Purpose, including the availability to Corteva of University's expertise in performing the Trials, and the opportunity for the University to work with the Materials (defined below) constitute full and adequate consideration for this Agreement. In the event the Parties agree that financial remuneration or other additional consideration is appropriate under one or more Statements of Work, Corteva shall make payments to University for Trials performed under this Agreement in accordance with the budget included in each Statement of Work.
  - (d) Materials.
    - (i) "**Chemical Materials**" means pesticides, including without limitation, herbicides, insecticides, and fungicides, including plant incorporated protectants expressed by genetically modified crops, that are regulated by the U.S. Environmental Protection Agency ("**EPA**") under The Federal Insecticide,

Fungicide and Rodenticide Act (“**FIFRA**”), formulations containing the same (collectively “**Pesticides**”), agricultural biologicals, polymers, coformulants, adjuvants, and Pesticide delivery devices, farming machines and techniques. Chemical Materials include all unregistered Pesticides that are prescribed in a Protocol, all Pesticides that are registered for the uses prescribed in a Protocol, all registered Pesticides prescribed in a Protocol that are to be used in ways inconsistent with their labels, and all Pesticide delivery devices, farming machines and techniques prescribed in a Protocol

- (ii) “**Seed Materials**” means corn, soybean, cotton, canola, sunflower, wheat, alfalfa, sorghum or other plant seeds, including genetically modified Seed Materials (“**GM Seed Materials**”). Seed Materials include all GM Seed Materials regulated by USDA Animal and Plant Health Inspection Service (“**APHIS**”) under the Plant Protection Act prescribed in a Protocol to grow a crop in a Trial, and all unregulated seeds prescribed in a Protocol to grow a crop in a Trial.
- (iii) “**Resulting Plant Materials**” means any plants, plant parts or grain produced from the Seed Materials
- (iv) “**Equipment**” Corteva-owned or third-party equipment provided by Corteva for use in connection with the implementation of a Trial or the performance of a Trial, including without limitation unmanned aerial devices, cameras, grain monitors, planting sensors, insect monitors, moisture sensors, soil sensors, robots, wireless data transfer devices, or other similar sensors, monitors or devices, even if they are attached to the land or farming machines used by University to implement the Trial or perform the Trial.
- (v) “**Equipment Data**” data and all other information generated by the Equipment and information, algorithms or results derived therefrom.
- (vi) “**Materials**” means Chemical Materials provided by Corteva, Seed Materials provided by Corteva, Resulting Plant Materials and Equipment Data. Materials also includes Corteva’s HUB/Biotech Trial Management website (“**BTM Website**”) and all products, services, content, material, information, scripts, code, functionalities and applications in and on the BTM Website.

All Materials together or each of them independently are solely owned by Corteva. Unused Materials must, at the discretion of Corteva, either be returned to Corteva or destroyed, with written confirmation to Corteva, at the end of each “**Trial End Date**” (as defined in each Statement of Work), as instructed by Corteva.

- (e) License. Corteva hereby grants to University a revocable, non-exclusive license, without the right to sublicense, to use the Materials, Equipment, Equipment Data only in strict accordance with the terms of this Agreement, including the Statement(s) of Work.
- (f) Regulatory Compliance. In the event University has any regulatory compliance questions or concerns about the Trials or does not timely receive RTSOP included in a Protocol for Trials involving GM Seed Materials, University must promptly contact the Corteva Field Representative identified in the relevant Statement of Work.
- (g) Adverse Effects. If University becomes aware of any adverse effect(s) on other non-target organisms or the environment related to any of the Materials, University shall immediately inform the Corteva Field Representative of such information and shall provide Corteva all relevant information concerning such adverse effect(s).

#### 4. Term and Termination.

- (a) The term of this Agreement (“**Term**”) means this agreement begins on April 9, 2024 (“Effective Date”) and expires on April 9, 2029
- (b) A Statement of Work may be terminated by Corteva upon written notice. Termination of a Statement of Work shall not relieve the Parties of any obligation with respect to Materials or New Information (defined below) and shall not modify the ownership rights in Materials and/or New Information (defined below).

Additionally, termination of a Statement of Work shall not relieve University of any regulatory and/or environmental compliance obligations. Corteva will be obligated to pay for services performed and expenses incurred in University's good faith execution of the particular Statement of Work, up to the date of termination of the Statement of Work. Upon notice of termination of a Statement of Work, University shall use all reasonable efforts to discontinue the ongoing Statement of Work and minimize any additional costs to Corteva unless otherwise specifically agreed to in writing by the Parties.

5. Confidentiality.

- (a) **"Confidential Information"** means the terms and conditions of this Agreement, the Statement(s) of Work, the Protocol(s), Materials, Equipment, and all information provided by Corteva related to the Materials, and New Information (defined below).

**"New Information"** means: (i) all information generated by performing the Statement of Work, and (ii) all parts, improvements, or derivatives of the Materials generated by University.

- (b) Confidentiality Obligations. University shall use Confidential Information only for the Trials and shall not disclose Confidential Information to any third party except as expressly permitted under this Agreement (**"Confidentiality Obligations"**). The Confidentiality Obligations shall continue for a period of ten (10) years after the end of the Term, unless waived by Corteva in a Statement of Work or a shorter or longer period is established with respect to specific Confidential Information in a Statement of Work.

- (c) Exceptions.

- (i) The Confidentiality Obligations do not apply to any portion of the Confidential Information that University can prove by written record: (A) is now, or hereafter becomes, available to the public through no fault of University; (B) University already possessed prior to receipt from Corteva; (C) University acquired from a third party without obligation of confidence; (D) was independently developed by an employee of University who did not receive the information, directly or indirectly from Corteva; or (E) is approved for disclosure or use by written authorization from Corteva prior to such disclosure or use.
- (ii) Specific Confidential Information is not excluded from the Confidentiality Obligations merely because that specific Confidential Information is embraced by more general information excluded under Paragraph 5 (c)(i). Confidential Information concerning combinations of items is not excluded unless the combination itself and its principles of operation fall within Paragraph 5(c)(i).
- (iii) University may disclose Confidential Information to University's employees, students and representatives on a need-to-know basis, subject to receiving signed undertakings to treat the Confidential Information consistent with University's Confidentiality Obligations. University warrants that all of its employees, students and representatives that receive the Confidential Information will comply with the terms of this Agreement. Confidential Information may be provided by an Affiliate of Corteva and if received from such Affiliate, must be treated as if received directly from Corteva.
- (iv) University may disclose Confidential Information to the extent required by applicable law, provided that, the University gives reasonable notice to Corteva so that Corteva may take appropriate protective actions to protect the Confidential Information.

6. Use Restrictions. Except as otherwise expressly provided in a Statement of Work or unless Corteva specifically authorizes otherwise in writing:

- (a) University may not analyze any Seed Materials, Resulting Plant Materials, or have the Seed Materials or the Resulting Plant Materials analyzed by third parties;
- (b) University may not conduct genetic analysis on the germplasm of Seed Materials or Resulting Plant Materials;

- (c) University may not genetically modify the Seed Materials or Resulting Plant Materials or otherwise alter their composition;
- (d) University may not breed with or multiply the Seed Materials or Resulting Plant Materials provided;
- (e) University may not select variant plants from Seed Materials or Resulting Plant Materials;
- (f) University may not conduct biotechnology processes including, but not limited to, tissue culturing, mutagenesis, or transformation, with Seed Materials or Resulting Plant Materials;
- (g) University may not analyze or have analyzed, the Chemical Materials, to determine the chemical identity of or reverse engineer the Chemical Materials or any components thereof;
- (h) University may not modify or have modified the Chemical Materials or any components thereof;
- (i) University may not label field plots or identify them as experimental;
- (j) University may not use any experimental herbicide compounds or experimental insecticides, fungicides and/or nematocides with Materials;
- (k) University may not use any experimental dosage of commercially-available herbicide compounds, insecticides, fungicides and/or nematocides with Materials;
- (l) University may not use Materials for any testing in humans or animals, including feeding to or consumption by humans or animals;
- (m) University may not allow Materials to enter any commercial grain stream, food, food products, feed or feed products;
- (n) University's sole use of the Seed Materials, Resulting Plant Materials and Chemical Materials will be in strict accordance with the Statement of Work;
- (o) University may not use the Confidential Information for any purpose other than the Purpose and in accordance with the Statement of Work, and upon expiration of the Trial Period under the Statement of Work for which it was furnished, University may not use the Confidential Information for any purpose;
- (p) University shall deliver to Corteva all Materials and all copies of the Confidential Information in the possession of the University, its Affiliates, and their respective employees, students and representatives, when requested by Corteva; Confidential Information communicated in electronic or other computer retrievable form will be deleted or destroyed at the end of the Trial Period under the Statement of Work for which it was furnished; however, each of the Parties acknowledges that Confidential Information that is communicated in electronic or other computer retrievable form may have been routinely backed-up for archival purposes such that return or destruction would not be practical or feasible, in which case University will use reasonable efforts to keep copies of the Confidential Information on such system back-up media secure until such time as the back-up media is recycled or destroyed;
- (q) University may not place any lien or claim against the Materials or the Confidential Information, and may not allow any lien or claim to be placed thereon;
- (r) University shall comply with all applicable legal requirements and regulations, (including, without limitation, FIFRA and the Plant Protection Act) in performing Trials, including, but not limited to, the handling and disposition of Materials and adherence to the Protocols;
- (s) University shall follow RTSOPs and/or current guidelines which may be contained in provisions of the technology use agreement and/or stewardship product use guides identified in the Protocols;
- (t) University shall grant Corteva access to each Trial site during regular business hours for the purposes of: (i) monitoring the progress of the Trial; (ii) ensuring compliance with FIFRA, the Plant Protection Act good agronomic practices, and stewardship commitments established in the Statement of Work; and (iii) scouting and removing volunteers from Resulting Plant Materials during the calendar year following the harvest of Resulting Plant Materials, if required by APHIS or RTSOPs, or if the Resulting Plant Materials contain traits that have not received all import approvals deemed necessary by Corteva for full commercialization;

- (u) University hereby permits Corteva to place and/or use Corteva owned or third-party Equipment including without limitation unmanned aerial devices on University's land for the purpose of collecting data and/or evaluating the Equipment. Corteva agrees to obtain required permits and registrations for these activities. University authorizes Corteva to enter onto the property where the Trial is being conducted, including reasonable ingress and egress, to perform the foregoing activities, with reasonable notice when possible. All Equipment Data is confidential and proprietary to Corteva and constitutes intellectual property of Corteva, and University shall not share such information with any third party; and
  - (v) Unless otherwise agreed in a Statement of Work, University will perform all Trials on University-owned property. If any of the land on which a Trial is to be performed is owned by a third party, or if University ceases being the fee simple owner of the property during the term of a Statement of Work, University shall ensure that the fee simple owner of the land: (i) signs the Statement of Work; and (ii) agrees that Corteva may enforce its rights under this Agreement and the Statement of Work with respect to such Trial site.
  - (w) If Corteva Field Representative is expected to enter the area where the Materials have been applied, University agrees to provide Corteva with sufficient safety information on the use of the Materials to allow for reasonable precautions to protect the health and safety of the Corteva Field Representative.
7. Intellectual Property Rights in New Information. University acknowledges that Corteva will be solely responsible for designing the Protocol(s).
- (a) All New Information shall be freely usable by Corteva without restriction, including for regulatory approval of any Materials. New Information and any intellectual property rights associated there with shall be the property of Corteva. University will not file any patent, utility model, or design application using or disclosing any Confidential Information. If University files one or more patent, utility model, or design applications disclosing or using Confidential Information, such filing will be a material breach of this Agreement and in addition to all other rights and remedies available to Corteva, Corteva will have a world-wide, irrevocable, royalty-free, sublicensable, exclusive license to practice under any rights arising from such applications. Except as expressly provided in this Agreement, Corteva grants no rights to University, by license or otherwise, to any of the Materials or Confidential Information.
8. Publication Rights. Corteva acknowledges that University may have an interest in publishing the results of its work under this Agreement. University recognizes Corteva's interest in obtaining valid patent protection and otherwise protecting its intellectual property rights, including New Information. Consequently, University and University's respective employees, students and representatives wishing to make a publication (including any oral disclosure made without obligation of confidentiality) relating to work under this Agreement shall abide by the publication procedures described in the Statement(s) of Work. Absent a provision to the contrary in a Statement of Work: (i) University shall transmit to Corteva a copy of any proposed written publication or oral disclosure related to the Trial at least ninety (90) days prior to submission for publication or the oral disclosure; (ii) Corteva shall have the right to review and request modifications to the proposed publication for accuracy and/or the removal of Corteva Confidential Information and/or Corteva's name; and (iii) Corteva shall have the right to require a temporary delay in submission for publication of not more than sixty (60) days in order to allow Corteva to protect patentable subject matter disclosed in the proposed publication.
9. Use of Names and Trademarks. University shall not use the name Corteva Agriscience LLC or the names of any Corteva Affiliates, or any trademark of Corteva or any of its Affiliates for promotional purposes unless approval for such use has been obtained from Corteva in writing. Corteva shall not use the name of University or any of its Affiliates, or any trademark of University or any of its Affiliates for promotional purposes unless approval for such use has been obtained in writing.
10. Disclaimers. University must take all reasonable precautions in handling and evaluating Materials and Confidential Information. CORTEVA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES FOR THE MATERIALS AND CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO, ACCURACY, RELIABILITY, COMPLETENESS, NON-INFRINGEMENT, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, EFFECTIVENESS AND MERCHANTABILITY, AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW.

11. **Limitation of Liability.** Each Party shall be responsible for any liability, claim, loss, damage or expense, including without limitation, reasonable attorney fees, arising from its own negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY IS OR WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROFIT) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.
12. **Export Compliance.** University will not export or re-export any United States technology, products, or software received from Corteva, the direct products of that technology, those products, or that software, in violation of export control, customs laws, and regulations. This obligation survives expiration of this Agreement. Corteva agrees that prior to providing University with any Materials or Confidential Information that would require a license under applicable laws, Corteva shall so notify University and University, in its sole discretion, may accept or reject the transfer of Materials or Confidential Information.
13. **Notices.** Day-to-day communications regarding the conduct of the Trials shall be between the Principal Investigator and the Corteva Field Representative identified in the Statement of Work. Unless otherwise provided in the Statement of Work, all notices in connection with this Agreement will be sent in writing to Corteva or University contacts specified below, and will be deemed effective: (i) one (1) business day after sending the notice by any overnight courier; or (ii) immediately upon receipt of telephonic or electronic confirmation of receipt of a notice by facsimile or email:

**Corteva**

Corteva Agriscience LLC  
9330 Zionsville Road, Indianapolis  
Indiana 46268, USA  
Leader of Technology Transfer and Licensing  
[tlladmin@corteva.com](mailto:tlladmin@corteva.com)

**University**

Università degli studi di Foggia  
Via Antonio Gramsci, 89, 71122 Foggia FG, Italy

14. **Entire Agreement.** This Agreement constitutes the entire and final agreement between the Parties. This Agreement may only be amended by a written document signed by both Parties.
15. **Survival.** The provisions set forth in Paragraphs 3(g), 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17(b) shall survive the expiration of this Agreement.
16. **Assignment.** This Agreement is not assignable or transferable by either Party without the written consent of the other Party; provided that Corteva may make such assignment or transfer without University's consent: (a) to any Corteva Affiliate, or (b) in connection with any merger, reorganization or sale of the assets of the business to which this Agreement pertains. Any attempted assignment by either Party in violation of this provision will be void.
17. **General Provisions.**
- (a) If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which will, in effect, most nearly and fairly, approach the effect of the invalid, illegal, or unenforceable provision and the intent of the Parties in entering into this Agreement.
  - (b) The Parties acknowledge and agree that a breach of University's Confidentiality Obligations and the use restrictions set forth in Paragraphs 5, 6 and 7 may cause Corteva to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, University agrees that Corteva shall have the right to seek specific performance of Paragraphs 5, 6, and 7 of this Agreement to enjoin a breach or attempted breach of the provisions thereof, such right being in addition to all other rights and remedies available to Corteva at law, in equity, or otherwise.
  - (c) The headings used herein are for reference only and are not to be considered in construing the provisions of this Agreement.

- (d) University is an independent contractor. This Agreement does not create any agency, joint venture, or partnership obligations between the Parties, nor does it give rise to any obligation for future business relationships. No individual working at the direction of University in performing a Trial is or may be deemed to be an employee of Corteva. University is solely responsible for performing the Trials in a safe and professional manner. Corteva has no responsibility for any injuries (including death) or damages arising out of the Trials. University must pay all applicable employment taxes and other employment costs associated with the Trials, including, but not limited to, social security taxes, withholding or other income taxes, worker compensation charges, employer's liability insurance, and general liability insurance, in each case as is required by law or as is otherwise normally provided by independent contractors.

18. Counterparts. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Each such counterpart, facsimile, scanned PDF document or other electronic signatures constitute original signatures for all purposes. In addition, this Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act 15 U.S.C. §§ 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

**Accepted and agreed:**

Corteva Agriscience LLC

Università degli studi di Foggia

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

EXHIBIT A

CORTEVA AGRISCIENCE EVALUATION AGREEMENT

STATEMENT OF WORK #

This Statement of Work is entered into by Corteva Agriscience LLC ("Corteva") and \_\_\_\_\_ ("University") on the date indicated below pursuant to the Evaluation Agreement ("**Agreement**") between the Corteva and University dated \_\_\_\_\_.

This Statement of Work is incorporated in and made a part of the Agreement. Capitalized terms used but not defined in this Statement of Work have the meanings given to them in the Agreement. Inconsistencies between this Statement of Work and the Agreement shall be resolved in favor of the Statement of Work.

**Principal Investigator:** \_\_\_\_\_

Email: \_\_\_\_\_

**Corteva Field Representative:** \_\_\_\_\_

Email: \_\_\_\_\_

**Trial Start Date:** \_\_\_\_\_

**Trial End Date:** \_\_\_\_\_

**(Check either or both as applicable)**    ☐ *Seed Materials Trial*    ☐ *Chemical Materials Trial*

**Protocols.** The attached Protocol(s) are incorporated in and made a part of this Statement of Work.

**Protocol number(s):** \_\_\_\_\_

**Brief description of scope of work.** University will, from the Trial Start Date through the Trial End Date (the "Trial Period"), conduct the Trials described in the attached Protocol(s).

**Adverse effects reporting.** University will immediately inform the Corteva Field Representative of any adverse effect on non-targeted organism or the environment related to the Materials;

**Disposition of Resulting Plant Materials or treated plants.**

Potential Options:

- a) Corteva owns exclusive rights and title to all Resulting Plant Materials and plants treated with Chemical Materials At the end of the Trial, University will destroy all Resulting Plant Materials and plants treated with Chemical Materials as directed in the Protocol.
- b) Corteva owns exclusive rights and title to the Resulting Plant Materials until harvest, after which University may use the Resulting Plant Materials on-farm (but not for use as seed) or destroy the Resulting Plant Materials. University may not sell the Resulting Plant Materials or otherwise deliver them into any channel or trade.
- c) Corteva owns exclusive rights and title to all Resulting Plant Materials and plants treated with Chemical Materials until harvest, after which University may use on farm, commercially sell (but not for use as seed), or destroy any Resulting Plant Materials and plants treated with Chemical Materials.

**Disposition of unused Materials.** At the end of the Trial Period, unused portions of all Chemical Materials and Seed Materials must be: Potential Options:

- a) returned to Corteva
- b) destroyed with written confirmation to Corteva.
- c) At the end of the Trial Period, unused portions of all Chemical Materials and Seed Materials must, be sprayed on site.

**Confidentiality Obligations. Potential Options:**

- a. The Confidentiality Obligations related to this Statement of work shall extend for a period of five years after then end of the Term.
- b. The Confidentiality Obligations related to this Statement of work shall continue for a period of \_\_\_\_\_ years after the end of the Term.
- c. Corteva waives the Confidentiality Obligations

**Publication Rights.** Potential options:

- (a) University shall transmit to Corteva a copy of any proposed written publication, or oral disclosure related to the Trial, at least sixty (60) days prior to submission for publication or the oral disclosure for Corteva's approval. Upon approval, Corteva shall also have the right to review and request modifications to the proposed publication for accuracy and/or removal of Corteva Confidential Information. Corteva shall have the right to require a temporary delay in submission for publication of not more than sixty (60) days in order to allow Corteva to protect patentable subject matter disclosed in the proposed publication.
- (b) University may publish or present a compilation and/or analysis of any unprocessed data collected from work performed under this Statement of Work, including but not limited to efficacy data, agronomic data and yield data ("Raw Data"), that combines Raw Data at a broader and aggregated level and in which Raw Data and Materials are not identifiable ("Aggregated Summary"). University shall transmit to Corteva a copy of any proposed Aggregated Summary at least sixty (60) days prior to submission for publication. Corteva shall have the right to review and request modifications to the proposed Aggregated Summary for accuracy and/or removal of Corteva Confidential Information, references to Corteva, or Raw Data.
- (c) No publication rights are allowed for work performed under this Statement of Work

- (d) University shall transmit to Corteva copies of all proposed written publications related to the Trial, , at least sixty (60) days prior to submission for publication. Notwithstanding the foregoing, whenever a Protocol authorizes public tours of plots evaluated in the Trial, University will provide to Corteva copies of all written materials, of oral disclosures to be made by University, at least fifteen (15) days prior to disclosure. Corteva will promptly review and provide any suggested modifications needed for accuracy and/or removal of Corteva Confidential Information. Corteva reserves the right to cancel public tours at any time at its sole discretion

**Consideration.** Corteva agrees to pay University a flat fixed-price as consideration in the amount of \_\_\_\_\_ USD for PROTOCOL within ninety (90) days of execution of this Statement of Work and receipt of University invoice. Payment shall be payable to: (Please insert who the payment should be payable to and address).

☐ \$ \_\_\_\_\_.

**Ownership of Land. (Check if applicable)**

- ☐ Land on which one or more Trials will be conducted is not owned by University. Corteva requires authority to enter the land and surrounding land (to the extent controlled by Landowner) (the "Land") for the purpose of scouting and removing volunteers from Resulting Plant Materials grown from regulated GM Seed Materials. By signing below, Landowner hereby authorizes Corteva to conduct such activities on the Land during the twelve (12) months following the Trial End Date.

The following documents comprise this Protocol and are incorporated in and made a part of this Statement of Work:

- Regulated Transgenic Standard Operating Procedure
- Product Use Guides ("PUG"): [www.traitstewardship.com](http://www.traitstewardship.com) Please be sure to direct the website to the corresponding location where your trial will be conducted; i.e. Canada or US. After selecting trial location country, the PUG can be found by clicking through the following path: PRODUCTS>Stewardship>Product Use Guide.

**Corteva Agriscience LLC**

**University:**

**Landowner: (if not University)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_