

COLLABORATION AGREEMENT

THIS AGREEMENT dated 25th of October 2017 is made BETWEEN:

- (1) **INSTITUTE OF VEGETABLES AND MELONS OF NAAS**, an institute with a registered address at st. Instytutaska 1 Selection village, Harkivskyy district, Kharkiv region., 62478 Ukraine (the "Institute");

and

- (2) **A L TOZER LTD**, whose registered office is at Pyports, Downside Bridge Road, Cobham, Surrey KT11 3EH, United Kingdom (the "Company")

Whereas

- (A) The Parties wish to enter into this Agreement in order to record their mutually beneficial cooperation between Ukraine and Great Britain in the field of agricultural science and training of the highly qualified scientific staff.
- (B) The Parties acknowledge that the terms of this Agreement are to govern the funding and conduct of a studentship, to enable the Postgraduate student to carry out a research project and submit a related thesis for examination in accordance with the Institute's regulations governing post-graduate study in fulfilment of the requirements of a higher degree of the Institute. The Parties further acknowledge that the research is intended to lead to academic publications relating to the results of the Postgraduate studentship in furtherance of the Postgraduate student's career.
- (C) The parties acknowledge that, in carrying out the research project, the Postgraduate student shall spend the majority of her time at the Company, coordinate the work at the Institute and visit the Institute a minimum of twice a year.
- (D) The Parties further acknowledge that in the course of the studentship the Parties may be exposed to proprietary and commercially valuable information or materials of the Company and/or the Institute. All Parties recognise the importance of holding in confidence such information or materials.
- (E) The Parties acknowledge that, in the course of the studentship, a Party may provide biological materials to the other Party. The provision of such materials and their use will be governed by the terms of the Agreement.

1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings:

- 1.1.1 "Academic Supervisor" means Senior Research Officer, Candidate of Biological Sciences (Doctor of Philosophy) S.I. Kondratenko or his successor.
- 1.1.2 "Company's representative" means Dr Frances Gawthrop or her successor.
- 1.1.3 "Arising Intellectual Property" means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Project and the Intellectual Property Rights therein.

1.1.4 "Background Intellectual Property" means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in, or disclosed in connection with the performance of, the Project and the Intellectual Property Rights therein.

1.1.5 "Intellectual Property Right" means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

2. THE PROJECT

- 2.1 The "Project" shall be the programme of work entitled "Assessment of ZYMV-resistance in Cucurbit starting material and the identification and utility of molecular markers linked to virus resistance genes in Cucurbits", which is undertaken by the Postgraduate student and is described in the First Schedule to this Agreement; and any modifications, deletions or expansions approved in writing by all parties.
- 2.2 The Project shall run for the period from June 1, 2016 to December 31, 2020
- 2.3 The Project will be conducted mainly in laboratories of the Institute, under the supervision of the Academic Supervisor.
- 2.4 The Institute will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the Project diligently. Although the Institute will use its reasonable endeavours to perform the research described in the First Schedule, the Institute does not undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
- 2.5 The Company will allow the Postgraduate student to attend the Institute during and for the purpose of the Project. The periods of such attendance will be scheduled by mutual agreement.
- 2.6 The Postgraduate student shall keep the Company and the Institute informed of the progress of the Project at meetings held at intervals of not more than six (6) months, or as otherwise agreed by the Institute and the Company. The Postgraduate student shall provide the Institute and the Company with a bound copy of any thesis prepared by the Student on the Project (the "Thesis").

3. PARTIES' OBLIGATIONS.

The parties which made this agreement have agreed as follows:

- 3.1 to introduce a new valuable gene pool of vegetable and melon plants in Ukraine and the United Kingdom as agreed;
- 3.2 to study the samples of genetic sources by a set of agronomic traits as agreed, subject to identification of sources and donors of these features for selection;
- 3.3 to develop and implement the methods, classifications and other materials on genetics and breeding of vegetable and melon plants as agreed;
- 3.4 to carry out scientific guidance and to provide assistance in the aforementioned areas of research in genetics, breeding and biotechnology of vegetable and melon plants;

- 3.5 to organize scientific staff training with a view to adopting the modern methods of using equipment available in academic institutions as agreed, in consultation with managements of the two breeding establishments;
- 3.6 to invite the peers to scientific symposiums, seminars, conferences conducted in academic institutions, and to hold the joint scientific conferences to exchange the experience as agreed, in consultation with managements of the two breeding establishments;
- 3.7 to promote the publication of articles in scientific journals of scientific institutions and other specialized publications of Ukraine, UK and abroad, subject to Clause 7.1.
- 3.8 to exchange scientific delegations or individual experts for the above purpose as agreed, in consultation with managements of the two breeding establishments;

4. FINANCE

- 4.1 The Institute agrees to fund field trials, provide technical staff and the use of laboratory facilities for the project.
- 4.2 The Company agrees to pay the salary of the Postgraduate student and make payments to cover the travel costs of the student to the Institute twice a year.

5. INTELLECTUAL PROPERTY

- 5.1 The terms of any licence agreement regarding intellectual property shall be negotiated in good faith by the Company and the Institute and shall contain all such terms and conditions which are usual and customary in a licence agreement, including but not limited to liability, audit provisions, termination, governing law provisions. The financial terms of any licence will be fair and reasonable in the circumstances and will be negotiated on a case-by-case basis taking into account the scientific and financial contributions of the Parties to the Arising Intellectual Property being licensed and the subsequent scientific and financial contribution of the Parties that will be necessary to commercially exploit such Arising Intellectual Property.

6. CONFIDENTIALITY

- 6.1 The Parties each undertake to use reasonable endeavours to keep confidential and not to disclose to any third party (other than an Affiliate) or to use themselves other than for the purposes of the Project any confidential or secret information in any form directly or indirectly belonging or relating to the other.
- 6.2 The obligations contained in this Clause 6 shall survive the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which:
 - 6.2.1 is publicly known at the time of disclosure to the receiving Party;
 - 6.2.2 after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors;
 - 6.2.3 can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - 6.2.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given

reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or

6.2.5 is approved for release, in writing, by an authorised representative of the disclosing Party.

7. PUBLICATIONS

7.1 All proposed publications (including, but not limited to, scientific publications, patent applications and non-confidential presentations), that include reference to the other Party's Background Intellectual Property or any Arising Intellectual Property, shall be submitted in writing to the other of the Company and the Institute for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background Intellectual Property of the reviewing Party, or an amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of the reviewing Party. The reviewing Party shall use all reasonable endeavours to notify the other Party of any such amendments, deletions or other changes required to the publication within thirty (30) days after receipt of the proposed publication by the reviewing Party.

The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property. Any delay imposed on publication shall not last longer than is reasonably necessary for the relevant Party to obtain the required protection and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. The reviewing Party shall use all reasonable endeavours to notify the other Party of any delay required in publication within thirty (30) days after receipt of the proposed publication by the reviewing Party.

7.2 Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of the others in accordance with standard scientific practice.

8. THESIS

8.1 This Agreement shall not prevent or hinder the Postgraduate student from submitting for degrees of the Institute Theses based on results generated within the scope of the Project, as outlined in the First Schedule to this Agreement, as amended from time to time in accordance with clause 8.2; or from following the Institute's procedures for examination and for admission to postgraduate degree status (such procedures to include provisions to place the thesis on restricted access within the Institute's library) provided that any reviewers of the Thesis are subject to the same requirements of confidentiality as set out in Clause 6.2.

8.2 During the Project Period the Academic Supervisor, the Company's representative and the Postgraduate student shall identify at the progress meetings any Background Intellectual Property of the Company which the Postgraduate student may wish to incorporate into the Project. The Company shall decide whether or not to allow the identified Background Intellectual Property to be used in the Project. For the avoidance of doubt, upon receipt by the Academic Supervisor of a written request from the Company, a thesis that contains such Background Intellectual Property shall be subject to the Institute's procedures for placing a thesis on restricted access so as to maintain confidentiality but, in any event, access to the thesis must be restricted for a maximum of three (3) years. If the decision to include Background Intellectual Property belonging to the Company gives rise to a requirement to amend the description of the Project, as outlined in the First Schedule, such amendment shall be mutually agreed in principle between the Academic Supervisor, the Company's representative and the

Postgraduate student and forwarded to the contracting authorities of the Institute and the Company for authorisation.

8.3 The Postgraduate student shall follow the Institute's regulations for the submission of the Thesis or Theses for examination. In any event the Postgraduate student shall submit a draft Thesis to the Academic Supervisor and the Company's representative at least thirty (30) days prior to the date for submission for examination

9. **TERM AND TERMINATION.**

9.1 The Agreement shall be valid from June 1, 2016 to December 31, 2020.

9.2 This Agreement may be supplemented and partially modified by written consent of both parties. The Agreement can be terminated earlier by consent of both parties, if a party declares it wish to do so in writing at least six months prior to the said date of Agreement termination. In this case, the parties shall fulfill all commitments, which exist in respect of the previously initiated cooperative activities determined hereby.

9.3 This Agreement is made in two counterparts in English and Ukrainian. Each party shall receive two copies of the Agreement.

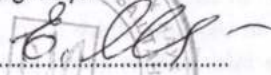
10. **PARTIES' ADDRESS**

Parties' representatives:

Institute of Vegetables and Melons of NAAS

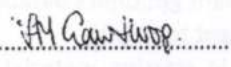
Temporary Acting Director

O.M. Mogilnaya

Signed 

Date 22.01.2018

A. L. Tozer Ltd
Director of Research and Development
Dr Frances Gawthrop

Signed 

Date 4th December 2017

Postgraduate student
Yuliya Lancaster
c/o A L Tozer Ltd

Signed 

Date 4th December 2017

