

**FIELD RESEARCH SERVICES AGREEMENT
(Regulated Materials)**

This Field Research Services Agreement ("**Agreement**") is effective as of November 6, 2007 (the "**Effective Date**"), by and between the University of Puerto Rico, having a principal place of business at Finance Office, Agricultural Experiment Station, Jardin Botanico Su 1193 Calle Guayacan, San Juan, Puerto Rico 00926-1118 ("**Service Provider**"), and BASF Plant Science L.L.C., a Delaware limited liability company, having its principal place of business at 26 Davis Drive, Research Triangle Park, NC 27709 ("**Company**"). Service Provider and Company shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

Company is in the business of developing, producing, and marketing value-added crop seed and grain products. Service Provider is in the business of providing field research and testing services for crop development, including regulated transgenic crop materials. Company desires to retain Service Provider to perform certain field research and testing services on behalf of Company.

NOW, THEREFORE, in consideration of the premises, representations, warranties, and covenants set forth in this Agreement, the Parties agree as follows:

1. FIELD RESEARCH AND TESTING SERVICES.

A. Description of Services. Subject to the provisions of Section 1(C), Service Provider agrees to perform for Company those services described in this Agreement and Exhibits, as may be amended by mutual agreement from time to time (individually and collectively, the "**Services**"). For clarity, it is understood that Exhibits may themselves include further attachments, and that all Exhibits, further attachments and any other materials referenced in this Agreement or attachments are incorporated into and made a part of this Agreement, including, but not limited to, the following:

- Exhibit A Work Plan**
- Exhibit B Budget**
- Exhibit C Landowner Agreement**
- Exhibit D Regulatory Compliance**
- Exhibit E Responsible Care Program for Transgenic Rice Materials**
- Exhibit F Responsible Care Incident Response Plan**
- Exhibit G Addendum: University of Puerto Rico – Contract Clauses**
- Exhibit H Equipment Provided by Company**
- Section 1(F) Regulated Materials**
- Section 1(G) Site Monitoring**
- Section 1(H) Option to Extend Site Monitoring Period**
- Section 1 (I) Option to Purchase Crops**

J.

B. Budget. Subject to the provisions of Section 2, the budget for the Services is set forth in **Exhibit B**, attached hereto and forming an integral part of this Agreement (the "**Budget**"). Except for material to be provided by Company for testing, Service Provider agrees to provide all staff, equipment, land, and other resources necessary to perform the Services.

C. Notice to Proceed. Service Provider shall, as of the Effective Date, proceed to identify the field locations necessary to perform the Services described in Exhibit A, secure the Landowner Agreements described in Exhibit C, and otherwise conduct activities in preparation of planting. Thereafter, Service Provider shall not begin the performance of any remaining Services, and in particular shall not plant any Regulated Materials (defined in Section 1E, below) in the field, until such time as Company notifies Service Provider, either by email to the Service Provider Contact Person or by hardcopy in accordance with the provisions of Section 12, that Company has approved the commencement of all or part of such remaining Services. Thereafter, Service Provider acknowledges that time is of the essence with respect to its performance of the Services and agrees to use best efforts to conduct planting, harvesting, and other operations at the most opportune times for the location, conditions, and season.

D. Contact Personnel and Reporting. The contact personnel for general matters are: Mr. Greg Baldwin for Company and Mr. Lucas N. Aviles, Budget & Planning Director, Dean Office, College of Agricultural Sciences, P.O.Box 9030, 259 Alfonso Valdes Boulevard, Mayaguez, Puerto Rico 00681-9030 (Phone 787/265-3850, Facsimile 787/833-4220, email lnaviles@uprm.edu) for Service Provider, or as otherwise designated. The contact personnel shall be available to meet and discuss, in person or by other means, the progress of the Services. Upon Company's request, Service Provider shall provide Company with written or verbal status reports of those Services performed to date and all data produced as a result of the Services ("**Services Data**"), as well as any information with respect to Regulated Materials and field plantings which may be required for BASF to comply with all Applicable Laws. Service Provider shall also provide to Company's contact person, within two (2) weeks after the last trial location has been harvested, or as otherwise arranged with Company, a detailed written final report containing all Services Data generated (the "**Final Report**").

J. **E. Service Provider Staff and Performance.** Service Provider agrees that the Services will be performed by permanent Service Provider employees ("**Individual Service Providers**"); provided, however, that Service Provider may permit temporary field workers, contract growers, consultants, agents, or other persons employed or otherwise engaged by Service Provider ("**Temporary Workers**") to execute (i.e. implement and physically conduct, but not design, approve, or manage) the Services under the specific direction and oversight of one or more Individual Service Providers. None of the Services shall be performed by anyone other than Individual Service Providers and/or Temporary Workers without the prior written consent of Company. Service Provider and all Individual Service Providers and Temporary Workers shall (a) comply with all applicable Federal, State, and local laws, statutes, regulations, ordinances, licenses, permits, authorizations, approvals, consents, court orders, judgments, decrees and agreements related to the performance of the Services including, without limitation, all employment laws and regulations ("**Applicable Laws**"), and (b) follow safe work practices as well as industry standards and practices applicable to the handling, storage, transport, and use of materials regulated under any Applicable Law of the United States of America ("**Regulated Materials**"), and (c) comply with all procedures and requirements as detailed in the attached Exhibits. Service Provider represents and warrants to Company that (i) all Individual Service Providers and Temporary Workers are technically trained personnel who are specialists in the Services, and (ii) Service Provider and all Individual Service Providers and Temporary Workers

shall perform the Services in a professional and workmanlike manner and with a high standard of care. For the avoidance of doubt, the Parties agree that Company representatives may perform certain tasks with respect to the trials (including, without limitation, aspects of the Services), and Service Provider agrees to provide access to its facilities and to otherwise cooperate as required to this end.


F. Regulated Materials.

(i) Performance. Service Provider acknowledges that the performance of the Services involves the use of Regulated Materials. Service Provider represents and warrants to Company that Service Provider and all Individual Service Providers and Temporary Workers are familiar with the use of Regulated Materials and with all Applicable Laws with respect thereto as well as industry standards and practices applicable to the handling, storage, transport, and use thereof. Service Provider agrees to comply with Company's current *Transgenic Field Trial Compliance Notebook*, as the same is summarized in Exhibit D and as from time to time may be amended by Company in its sole and absolute discretion (the "**Compliance Notebook**"). Company shall provide Service Provider with copies of all applicable amendments. Service Provider represents and warrants to Company that each Individual Service Provider and Temporary Worker, as well as all other employees of Service Provider who perform Services that involve the use of Regulated Materials, shall receive regulatory training and become familiar with the Compliance Notebook as appropriate to the work to be performed by that employee. The designated Field Manager of Service Provider shall attend Company's training workshop on the use of Regulated Materials at the time and location designated by Company. In its performance of the Services, Service Provider shall, and Service Provider shall cause all Individual Service Providers and Temporary Workers to, comply with (a) all provisions of the Compliance Notebook including, but not limited to, (1) the prohibitions against planting the same crop species as the Regulated Materials back into the trial site(s) in which the Services are performed until the end of the monitoring period defined in the Compliance Notebook, (2) the requirement that Service Provider complete and submit the "*Notice of Replanting*" form provided in the Compliance Notebook to Company's Regulatory Compliance Manager specified therein prior to planting any other crop into the trial site(s) in question, (3) no movement of plant material, soil, or other material from the site is permitted during the trial or subsequent monitoring period, except as permitted by Company, and (4) all permitted movement must adhere to the movement procedures described in the Compliance Notebook, (b) all other rules, protocols, procedures and/or practices relating to the use, storage, transportation and handling of Regulated Material which are issued by Company from time to time including, without limitation, taking all stringent precautions designed to prevent contamination of Regulated Materials with any plant-made pharmaceutical or plant-made industrial product materials under Service Provider's control, and (c) all Applicable Laws with respect to the handling, transportation, and/or use of Regulated Material.

(ii) Reporting. Service Provider shall submit to Company all reports and other documentation reasonably required by Company and/or any government regulation in advance of any movement of any Regulated Material. Service Provider shall complete and file with Company all forms and reports relating to Regulated Materials required by Company and/or any government regulation by the date specified by Company. Immediately upon the occurrence of any accidental release of Regulated Material, Service Provider shall notify Company's Manager of Regulatory Compliance (as

specified in Section 12) and take such other action(s) deemed necessary or appropriate by Company.

(iii) Audits and Inspections. Upon request and at reasonable times (and on not less than 24 hours advance notice), Service Provider shall permit Company or Company's agents to conduct audits or inspections (including, without limitation, site visits) during Service Provider's normal business hours, of all records, documents, processes, procedures, equipment and facilities directly associated with the handling, preparation, transportation, storage and/or use of the Regulated Material used in connection with the Services. Service Provider shall afford Company or Company's representatives or agents reasonable access to (i) the premises where the Regulated Materials used in connection with the Services are stored, handled, used or prepared for transportation, (ii) equipment used to transport, plant, and harvest Regulated Materials used in connection with the Services, and (iii) the personnel dedicated to the preparation, handling, transportation, storage, and/or use of Regulated Material used in connection with the Services, including without limitation all Individual Service Providers and Temporary Workers, in order to conduct such audits and inspections. Company shall use all reasonable efforts to ensure that inspections and audits conducted hereunder shall be carried out in a manner that does not unreasonably interfere with Service Provider's normal and ordinary conduct of business and that insures the continued confidentiality of Service Provider's other business and technical information. Upon notification of an impending inspection by any governmental authorities, regarding Regulated Materials used in connection with the Services, Service Provider shall promptly notify Company's Manager of Regulatory Compliance by telephone or facsimile. Company or any of its agents shall have the right to be present at any such inspection and shall prepare any and all responses that may be required, whether during the term of this Agreement or thereafter. Service Provider shall provide to Company all assistance reasonably necessary to enable Company to prepare all such responses. The Parties will cooperate with governmental authorities during the conduct of any such inspection and, subject to the provisions of Section 7), provide that information requested, if any, by any governmental authority.

 **G. Site Monitoring.** Service Provider acknowledges that site monitoring is required by law and is therefore a necessary and critically important component of the Services. Service Provider further acknowledges that site monitoring requirements may continue in some cases for a period of years, depending on the crop tested and regulatory requirements for monitoring, and that compliance requires cooperation of the owner of the land where Service Provider conducts Services. Accordingly, for each location where Services are performed, Service Provider agrees to comply fully with all site monitoring requirements, regardless of land ownership, including but not limited to those described in applicable laws and regulations, in this Agreement, and in Company's current *Transgenic Field Trial Compliance Notebook*.

H. Option to Extend Site Monitoring Period. Company shall have the option to extend the site monitoring period, on a site-by-site basis, for the duration of any government-required monitoring period. In addition, Company shall have the option to extend the site monitoring period, on a site-by-site basis, for one additional year beyond any government-required monitoring period or extension thereof. Company may exercise such option to extend the site monitoring period for a site by providing notice to Service Provider prior to the expiration of the period of use of the site or expiration of any government-required monitoring period then in effect, whichever is later. In the event that Company extends the site monitoring period, Service Provider agrees to provide reasonable services for such site and during the period of

extension(s) as may be requested by Company, and not to use the site for any other purpose. Such services may include, by way of example and not limitation, continued site monitoring, removal or collection of volunteer plants, application of herbicides, site tillage, or other services. Company agrees to provide reasonable compensation to Service Provider for such extended period of land control and any services provided.

I. **Option to Purchase Crops.** Company shall have the option to purchase any crops grown on the site and/or to require the destruction of any crops or test plots growing on the site at any time during the term of this Agreement, including during the test period, the Monitoring Period, and any extension thereof, and including the Regulated Trial Site, the Buffer Zone, and the Isolation Area (as diagrammed in Exhibit A, Figure 1). Company further shall have the option to purchase and/or require the destruction of any rice or other *Oryzae* species in a zone extending 800 feet beyond the outer perimeter of the Isolation Area. Company agrees that such rights are intended only to provide a mechanism of containment or margin of safety, as may be desired by Company, in the event of a suspected Unintended Release, Adventitious Presence, or other potential mishap, and any materials or samples collected by Company will be used for no other purpose.

2. **COMPENSATION FOR SERVICES.** As total compensation hereunder, Company agrees to pay Service Provider at the rates and in the amounts as set forth in the Budget for those Services that are fully performed in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of Company (the "**Compensation**"), subject, however, to changes to the Budget as may be required from time to time to reflect changes in Services approved by Company. All requests for payments shall be made pursuant to the submission to Company of a detailed written invoice(s). Payment terms are net thirty (30) days from the date of receipt of such invoice(s). However, in the event that Company determines, for any reason whatsoever and at its sole discretion, to not proceed with the performance of the Services and so notifies Service Provider prior to planting (cancellation of trials prior to planting), then the total compensation by Company to Service Provider due hereunder shall be ten percent (10%) of the total Budget amount, and this amount shall be the total compensation to Service Provider for all Services, including but not limited to services of identifying the fields necessary to perform the Services, administering the Landowners Program, and any other pre-planting preparations and services that may have been performed, and Company shall owe no other compensation to Service Provider.

3. **TERM.** This Agreement shall commence on the Effective Date and continue, unless sooner terminated as provided in Section 10, until the satisfactory completion, in BASF's reasonable opinion, of all Services and attendant obligations related to the performance thereof which are required by Applicable Law and/or the Compliance Notebook including, without limitation, expiration of the monitoring period and completion of the final monitoring requirements as set forth in the Compliance Notebook (the "**Term**"). Because regulatory requirements can change due to circumstances beyond Company's control, and notwithstanding anything to the contrary in this Agreement, Company reserves the right to extend the Term of this Agreement as needed to comply with regulatory requirements and/or Company procedures, such extension to be subject to additional compensation to Service Provider. For clarity, it is understood that the Term of this Agreement also may be extended by the addition of further projects as may be agreed between the Parties from time to time and shall be considered ongoing for such purpose.

4. **INDEPENDENT CONTRACTOR.** Service Provider is an independent contractor and shall not engage in any conduct which might create the impression or inference that it is a

partner, joint venturer, agent or representative of Company. Service Provider reserves the right to determine the method, manner and means by which the Services will be performed, subject to the terms and conditions of this Agreement and shall be solely responsible for the discharge of its respective obligations and liabilities to third parties. Neither Service Provider nor any member of Service Provider's staff, including but not limited to Individual Service Providers and Temporary Workers, shall be deemed to be employed by Company. Service Provider is not required to perform the Services during a fixed hourly or daily time or to devote the full time of any of its staff members to performance of the Services. If any Services are performed at Company's premises, then Service Provider's time spent at the premises is to be at the discretion of Service Provider, subject to Company's normal business hours and security requirements.

5. OWNERSHIP OF RESULTS AND INTELLECTUAL PROPERTY. Any and all data, test results, information, inventions, discoveries, new plant varieties, concepts, and ideas, whether or not patentable and whether or not reduced to practice, which are made, collected, conceived, expressed, or developed by Service Provider or Service Provider's employee(s) or agent(s) and which relate to or result from performance of the Services and/or to any technology, product or service of Company (each, an "**Invention**"), shall be the sole and exclusive property of Company. During the Term and thereafter for a period of four (4) years, Service Provider shall promptly disclose to Company all Inventions and Service Provider shall do all things reasonably requested by Company to assign to and vest in Company the entire right, title and interest in and to all such Inventions. Service Provider agrees that it shall not file any application for any patent or other intellectual property right with respect to or based on, directly or indirectly and whether in whole or in part, any Invention.

6. THIRD PARTY MATERIALS AND INFORMATION.

A. Service Provider represents and warrants that neither Service Provider nor any employee or agent (including without limitation Individual Service Providers and Temporary Workers) will use, disclose to Company, or induce Company to use any confidential or proprietary information, document, or material belonging to Service Provider or any third party.

B. In its performance of the Services, and in addition to its obligations under Section 1(F), Service Provider shall not, and Service Provider shall not allow any employee, agent, third party to, take any of the following actions without the prior written consent of Company, which consent may be withheld by Company in its sole and absolute discretion:

- (i) Plant any seed of Service Provider or third party's seed on any land owned or leased by Company;
- (ii) Knowingly (as that term is hereinafter defined) use any of its or any other third party's germplasm, pollen, seed, or other plant material (individually and collectively "**Third Party Material**") for purposes of breeding or cross-pollinating any Company Material or progeny thereof ("**Company Material Progeny**");
- (iii) Knowingly use any Third Party Material in such a way so as to enable the breeding or cross-pollinating of any Company Material or Company Material Progeny;
- (iv) Knowingly use any Company Material or Company Material Progeny for purposes of breeding or cross-pollinating any Third Party Material; or

- (v) Knowingly use any Company Material or Company Material Progeny in such a way so as to enable the breeding or cross-pollinating of any Third Party Material.

For purposes of this Agreement, “**Knowingly**” means actual or constructive knowledge or what a reasonable party in Service Provider’s industry should know.

7. CONFIDENTIAL INFORMATION OF COMPANY. Service Provider agrees to hold in strictest trust and confidence all information obtained from or on behalf of Company or generated by Service Provider in the course of its work for Company (“**Confidential Information**”). Service Provider agrees to not disclose all or any part of Confidential Information to any third party or to make any use thereof (except to perform Services for Company pursuant to this Agreement) for a period of five (5) years from the Effective Date of this Agreement. Service Provider acknowledges that Confidential Information is a special, unique, and valuable business asset of Company and agrees to restrict access to all such information within its company to only such limited group of authorized employees, who (1) require such information in connection with Service Provider’s activities pursuant to the Agreement and (2) have signed a confidentiality agreement with Service Provider that requires that such information disclosed to the employee be kept confidential. It is understood, however, that this restriction shall not apply to any information which was previously known to Service Provider without obligation of confidentiality, as demonstrated by appropriate documentary evidence antedating the relationship between Service Provider and Company or to such information as may be properly available to Service Provider under conditions which do not restrict further disclosure from a third party source who shall not have obtained such information either directly or indirectly from Company or to such information which is or becomes part of the public domain through no fault of Service Provider or its employees. At the request of Company, Service Provider agrees to either (1) return all information (including all copies thereof) to Company; or (2) destroy any information, within 30 days after the termination or expiration of the term of this Agreement. By way of illustration and without limitation, Confidential Information includes any and all of the following:

- (1) Company Material (as defined in Section 9) and any progeny of Company Material;
- (2) the Compliance Notebook, any and all reports prepared in connection with the performance of the Services, and any and all documents, data, notes, and/or other information with respect thereto or in connection therewith;
- (3) present and future business of Company or any Affiliate thereof including, without limitation, any and all strategic plans, budgets and financial projections;
- (4) present and future research and development programs and plans of Company or any Affiliate thereof,
- (5) all system documentation, manuals and related materials, whether in printed form or on computer storage medium;
- (6) names and identities of customers and prospective customers of Company or any Affiliate thereof, together with any information concerning any such customer and any sale or service provided or proposals made thereto by Company or any Affiliate thereof;

(7) the terms of this Agreement as well as the terms of any agreement between Company or any Affiliate thereof and any third party;

(8) trade secrets, inventions, processes, germplasm, genetic codes, and other genetic information, breeding ancestry, identities of germplasm originators, scientific methods, scientific formulas, or product specifications, whether or not patented, patentable or subject to a pending patent application;

(9) information including financial statements, financial projections and business plans concerning the operations of Company or any affiliate thereof, or its or any of its affiliates' policies, financial matters and personnel, whether or not such information is in written form;

(10) any and all data and information relating to test results, inventions, trade secrets, germplasm, genetic codes, and other genetic information, breeding ancestry and/or identities of germplasm originators developed, collected and/or discovered in connection with or as a result of the performance of the Services;

(11) information regarding the Landowner Agreement or its administration; and

(12) any and all know-how, other facts or information relating to any of the foregoing.

8. INJUNCTION. Service Provider acknowledges and agrees that irreparable harm will be suffered by Company in the event of any breach by Service Provider or its employee(s) or agent(s) (including, without limitation, Individual Service Providers and Temporary Workers) of any of Service Provider's obligations under Sections 5, 6, and 7 of this Agreement, and that any such breach could not be adequately remedied by an action at law. Accordingly, Service Provider agrees that Company shall be entitled, in addition to any and all other rights and remedies it has under this Agreement, at law, in equity or otherwise, to enforce each such obligation and enjoin a breach or attempted breach thereof by means of an injunction or decree of specific performance issued by a court having proper jurisdiction. Service Provider agrees that any claim asserted by Service Provider against Company shall not constitute a defense in any injunction action brought by Company to obtain specific enforcement of this Agreement.

L
9. COMPANY MATERIAL. Any and all materials and samples, including without limitation any seed, germplasm, propagative material, or other test article or material provided to Service Provider by or on behalf of Company pursuant to this Agreement, and any seed, germplasm, plant, plant part, progeny or derivatives made by or on behalf of Service Provider using such test articles or materials ("**Company Material**") are and shall remain the sole property of Company. Service Provider agrees to use or produce Company Material solely for the purpose of performing the Services hereunder and shall not perform any physical, chemical, or biological analysis, conduct any breeding, nor prepare any derivatives or progeny from Company Material except as is strictly necessary in performance of the Services. Company shall have the right, before, during, and after the performance hereunder, to enter the study site and Service Provider's facilities to recover and remove Company Materials.

10. TERMINATION.

A. Termination Rights. Company shall have the right to terminate this Agreement, in whole or in part, with respect to the Services or any portion thereof upon ninety (90) days' prior written notice to Service Provider. If termination is only for part of the Services, the notice shall specify which Services are being terminated.

B. Termination for Breach. Either Party may terminate this Agreement upon at least thirty (30) days' prior written notice to the other Party in the event of a material breach or default by such other Party of any of its obligations under this Agreement; provided, however, that such termination shall not be effective unless upon receipt of the notice in question the other Party thereafter (i) fails to cure such breach or default within the aforesaid thirty (30) day notice period or (ii) if such breach or default cannot be cured within such thirty (30) day notice period, fails to take reasonable steps to cure such breach of default, as appropriate. Notwithstanding a Party's right to terminate this Agreement as a result of a non-cured material breach or default by the other Party, the non-breaching Party shall not be prevented from seeking any other remedy available to it in equity, including specific performance on the part of the Party in breach.

C. Effects of Termination/Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation it has which accrued prior to or upon such expiration or termination. The Parties' respective rights and obligations under Sections 1(E), 1(F), 1(G), 5, 6, 7, 8, 10(C), 11, 12 and 13 of this Agreement shall survive the expiration or an early termination of this Agreement. In particular, Service Provider acknowledges and agrees that all its obligations regarding regulatory compliance shall survive expiration or termination of this Agreement for any reason and shall continue in full force and effect, including but not limited to full compliance with its obligations throughout the monitoring period.

11. WARRANTIES AND INDEMNIFICATION.

A. No Conflicts. Service Provider represents and warrants to Company that (i) it has the right to enter into this Agreement and to perform the Services hereunder, and (ii) that it has no other agreement with any third party that conflicts with its obligations under this Agreement or with the rights granted to Company hereunder.

B. DISCLAIMER. SERVICE PROVIDER ACKNOWLEDGES THAT ANY MATERIALS, INCLUDING COMPANY MATERIALS THAT MAY BE PROVIDED BY COMPANY TO SERVICE PROVIDER HEREUNDER ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED. IN PARTICULAR, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

C. Indemnification. Unless caused by Company, its employees, officers, managers, directors, agents or contractors, Service Provider shall indemnify and hold Company harmless from, and shall defend Company against, any and all losses, liabilities, damages, claims, demands, and suits and related costs and expenses, including but not limited to court costs and attorneys' fees and costs (collectively, "Claims") that arise, directly or indirectly, from (i) any negligent act or omission of Service Provider or its employee(s) or agent(s) in its performance under this Agreement, or (ii) the breach of any term or condition of this Agreement by Service Provider or its employee(s) or agent(s). As an indemnitee under this Agreement, the Company may be represented by and actively participate through its own counsel in any such proceeding at its own expense. The indemnification obligations under this subparagraph shall survive the termination of this Agreement and shall continue for as long as the statute of limitations applicable to any potential Claim remains unexpired.

12. NOTICES. Except as otherwise expressly provided herein, all notices required or permitted to be given shall be in writing and shall be deemed to have been given when received

by Service Provider or Company, as the case may be, at the following addresses (or such other address as Service Provider or Company may from time to time designate by written notice to the other):

To Service Provider: University of Puerto Rico
ATTN: Lucas N. Aviles, Budget & Planning Director
Dean Office, College of Agricultural Sciences
P.O.Box 9030, 259 Alfonso Valdes Boulevard
Mayaguez, Puerto Rico 00681-9030
Phone: (787) 265-3850
Facsimile: (787) 833-4220
Email: lnaviles@uprm.edu

To Company: BASF Plant Science, L.L.C.
ATTN: Kenneth Leto, Regional Manager, Development
26 Davis Drive
Research Triangle Park, NC 27709
Telephone: (919) 547-2671
Facsimile: (919) 547-2431

With copies to: BASF Corporation
ATTN: Thomas E. Stasz, Senior Attorney
Intellectual Property Department
26 Davis Drive
Research Triangle Park, NC 27709
Facsimile: (919) 547-2444

And: E. Dianne Hatmaker
Manager of Regulatory Compliance
BASF Plant Science, L.L.C.
26 Davis Drive
Research Triangle Park, NC 27709
Telephone: (919) 547-2040
Facsimile: (919) 547-2420

And: Heidi V. Sullivan, Licensing Coordinator
BASF Plant Science L.L.C.
26 Davis Drive
Research Triangle Park, NC 27709
Facsimile: (919) 547-2431

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit (subject to the burdens) of the Parties and their respective successors and permitted assigns.

14. ASSIGNMENT. Service Provider may not transfer or assign any of its rights or obligations, or delegate any aspect of its performance hereunder without the prior written consent of Company, except that Service Provider may assign this Agreement without the prior consent of Company to any successor in interest to the business which is the subject matter of this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules or principles.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and hereby supersedes any and all previous agreements, understandings and negotiations, whether oral or written, between them with respect to the same. This Agreement may be modified only by a written amendment.

17. TAXES AND INSURANCE.

A. Wages; Employment Taxes. Service Provider shall be responsible for paying the salaries and wages of Service Provider's employees (including but not limited to Individual Service Providers and Temporary Workers) and for ensuring that all required tax withholdings are made. Neither Service Provider nor any of Service Provider's employees (including but not limited to Individual Service Providers and Temporary Workers) shall be entitled to any benefits that Company provides its own employees. Service Provider acknowledges that it has certain tax obligations to the federal, state and local governments and that Company will not, out of compensation paid to Service Provider, withhold or pay any federal or state employment taxes.

B. Sales Tax. Company shall pay any sales or use taxes payable as result of the delivery of the Services.

C. Workers' Compensation Insurance. Service Provider shall be responsible for providing workers' compensation insurance for its employees (including but not limited to the Individual Service Providers and Temporary Workers). Service Provider further represents and warrants to Company that Service Provider maintains workers' compensation insurance coverage for its employees and acknowledges that Service Provider alone has responsibility for such coverage.

D. Liability Insurance. Service Provider shall procure and maintain throughout the Term a policy or policies of insurance at its sole cost and expense, insuring Service Provider and Company against all claims, demands or actions arising out of or in connection with the Services and/or Service Provider's performance of its obligations under this Agreement. The limits of such policy or policies shall be in aggregate amounts of no less than One Million Dollars (\$1,000,000). Service Provider shall name Company as an additional insured on such policy or policies. All such policies shall be issued by a responsible insurance company(ies) (i) licensed to do business in the jurisdiction under the laws of which Service Provider is organized and (ii) reasonably satisfactory to Company. Evidence of such insurance shall be provided to Company prior to Company's execution of this Agreement.

18. HEADINGS. Headings used herein are for convenience of reference only and shall in no way affect the meaning of the provisions hereof or the interpretation of this Agreement.

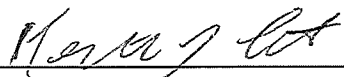
19. SEVERABILITY. If any term of this Agreement shall be found to be invalid, illegal or unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby; provided, however, that neither Party's rights under this Agreement have been materially adversely affected. It is further the intention of the Parties that in lieu of each such provision that is invalid, illegal or enforceable, a provision that is valid, legal and enforceable and as similar as possible in the economic and business objectives intended by the Parties as of the Effective Date shall be substituted or added as part of this Agreement.

20. NON-WAIVER. Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of either Party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party against whom enforcement is sought.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

In witness whereof, the Parties have executed this Agreement as of the date and year first written above.

BASF PLANT SCIENCE L.L.C.

By: 

Name: Kenneth J. Leto

Title: Regional Manager, Development

UNIVERSITY OF PUERTO RICO

By: 

Name: Dr. Jorge I. Velez-Arocho

Title: Chancellor