

MOTION

NO. M-26-112

CITY HALL: March 12, 2026

BY: COUNCILMEMBER MCCARRON (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, through Mosquito, Termite and Rodent Control Board, and Corteva Agriscience LLC, desire to enter into a contract for consulting and performing services listed in associated exhibits in exchange for compensation by Corteva Agriscience LLC, for a period of five (5) years; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and Corteva Agriscience LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and Corteva Agriscience LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

BLANKET CONTRACT TESTING AGREEMENT

between

The City of New Orleans
New Orleans Mosquito, Termite & Rodent Control Board
2100 Leon C. Simon Dr.
New Orleans, LA 70122
(hereinafter “Testing Facility”)

and

Corteva Agriscience LLC
9330 Zionsville Rd.
Indianapolis, IN 46268 USA
(hereinafter “Corteva”)

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Whereas, Corteva is a manufacturer and seller of agricultural chemicals, pest control products, and seed products who desires the evaluation of certain Test Substances

Whereas, Testing Facility is an organization capable of producing, testing and evaluating Corteva Test Substances and conducting Studies and Protocols in support of product development or regulatory submissions to be made by Corteva.

Whereas, Corteva wants Testing Facility to perform studies and evaluations on Corteva's behalf in accordance with Protocols designed to meet regulatory requirements, and Testing Facility wants to perform such services for Corteva.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Definitions

1.0 “Compliance Notebook” means a compliance notebook that may be provided by Corteva to Testing Facility which contains information about the Government Agency Permit regulations regarding the oversight of Plant Materials.

1.1 “Confidential Information” means all samples, information and materials, intellectual property, trade secrets provided or disclosed by Corteva or its Affiliates to Testing Facility under this Agreement which include, but are not limited to, Test Substances, the existence of this agreement, Purchase Orders, Plant Materials, Seed, Protocols, Procedures, notebooks, nucleic acids, probes, markers, proteins, compounds, formulations, chemistries, products, product descriptions, code names, observations, measurements, plans, reagents, equipment, electronic media, prototypes, organisms, antibodies, cells, cultivars, lines, germplasm, expression vectors, DNA, RNA, hybrids, microorganisms, plants, propagating materials developed from germplasm, tissues, and any replication, derivative or modification of any such information or materials. The term Corteva Proprietary Information and Materials also includes the Corteva HUB/Biotech Trial Management Website (the “BTM” Website”) and all products, services, content, material, information, scripts, code, functionalities, and applications in and on the BTM Website. Corteva may include as Confidential Information certain proprietary storage disks, electronic data files, or both, that can be used with ARM, which is a commercially available result reporting program. These disks and files and the information contained thereon are considered to be a part of the Confidential Information protected under this agreement.

1.2 “Contract Coordinator” is a Corteva or Corteva Affiliate employee who will represent Corteva in the administrative phases of the Study. The “Contract Coordinator” shall maintain an interface with Testing Facility and shall keep the procurement personnel of Corteva informed at all times of the adequacy of Testing Facility's performance and progress. In the performance of these obligations, the Contract Coordinator will have the legal right to accept work in accordance with the Purchase Order and as more fully set forth in the Quotation. In the performance of its obligations, the Contract Coordinator and others associated with the administration of this Agreement will have no legal right to authorize changes of any kind that are outside the scope and compensation of this Agreement, nor shall the Contract Administrator's actions be construed as giving implied approval

of any such change. Except as otherwise specifically provided herein, such changes shall be affected only by a written modification to this Agreement signed by the Parties. Contract Coordinator is further responsible for administrative matters relating to this agreement, including receiving Quotations from the Testing Facility, submitting Purchase Orders, managing payments to Testing Facility and initially resolving disputes between the parties.

1.3 “Control” or “Controlled” means the exclusive right to use and occupy an entire premises or property and the Test Substances located thereon or therein, including, without limitation, the right to exclude and/or prohibit access by any third party, including, without limitation, the landowner (if the landowner is not Testing Facility), and the right to harvest, remove and monitor Plant Material in accordance with, and for the duration of, the Protocol, Stewardship Guidelines, and Government Agency Permits

1.4 “Corteva 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. For the purposes of this definition, (i) “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing, and (ii) any direct or indirect subsidiary of Corteva, Inc. shall constitute an “Affiliate” with respect to Corteva Agriscience LLC.

1.5 “Equipment” Corteva-owned or third-party equipment provided by Corteva for use in connection with the implementation of a Protocol or the performance of a Study, including without limitation Test Substance application equipment (including but not limited to seed treatment, soil, and foliar application equipment), 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 Testing Facility to implement the Protocol or perform the Study.

1.6 “Equipment Data” data and all other information generated by the Equipment and information, algorithms or results derived therefrom.

1.7 “Government Agency Permit(s)” mean permit(s) issued by government agencies for the oversight of Plant Materials. Government Agency Permits can include, but are not limited to, the following: Canadian Food Inspection Agency permits, United States Department of Agriculture permits, Environmental Protection Agency permits, Experimental Use Permits and any applicable Animal and Plant Health Inspection Service permits needed for any Study(s).

1.8 “Person” means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization or a government body.

1.9 “Plant Materials” means the Seed, grains produced therefrom, and all vegetative and reproductive material from the Seed, including but not limited to plants and their progeny, stalks, silk, leaves, pollen, roots, tassels, cobs, embryos, pods, seed, grain, etc., and includes any unplanted Seed.

1.10 “Principal Investigator” is a Testing Facility employee who is responsible for managing the performance of the Protocol or Study and communicating with the Study Monitor, Study Director and Contract Coordinator. With respect to GLP Studies, the Principal Investigator may be the Study Director as agreed to by the parties.

1.11 “Procedure” refers to a written document in the form of instructions or project plan which specifies detailed production procedures to be carried out by the Testing Facility for the purpose of producing Test Substances in a project. A Procedure may be amended only by a written document which is acknowledged by both parties.

1.12 “Protocol” refers to a written document in the form of instructions or study plan which specifies detailed testing procedures to be carried out by Testing Facility for the purpose of evaluating Test Substances in a Study. The Protocol will be provided by Corteva or prepared by Testing Facility and approved by Corteva. If prepared by Testing Facility, Testing Facility shall ensure that the Protocol will comply with all existing pertinent regulatory guidelines unless Corteva agrees in writing to allow deviations that improve the utility of the study. A Protocol may be amended only by a written document which is acknowledged by both parties.

1.13 “Purchase Order” refers to a written document provided by Corteva that authorizes the funds required to complete the Protocol and provide invoicing instructions. Conduct under each Purchase Order is controlled by the terms of this Agreement, and each Purchase Order is incorporated into this Agreement on the date that it is signed, or as of the date of its generation if no signature date is shown. The scope of work to be performed may be modified from time to time by agreement between Corteva and Testing Facility; provided that, any significant change in the nature or scope of the activities that constitute the scope of work will be set forth in writing. If any conflict exists between this Agreement and any Purchase Order, with respect to technical or regulatory matters the Purchase Order shall take precedence, and this Agreement shall prevail in all remaining matters. The Purchase Order is considered the only formal authorization for Testing Facility to initiate the associated work.

1.14 “Quotation” is a document prepared by the Testing Facility and submitted to the Contract Coordinator that establishes the scope of work to be completed, the associated fees and payment milestones, the timeline for completing of the Protocol or Study. The Quotation must reference the terms and conditions of this Blanket Contract Testing Agreement.

1.15 “Seed” means all seed, including, without limitation, genetically modified seed, provided by Corteva for the performance of a Study.

1.16 “Stewardship Guidelines” mean the activities and tasks directed to the oversight of Study(ies) containing transgenic material specific to certain seed products and may include Study management stewardship requirements documents, technology use agreements and/or stewardship product use guides, Compliance Notebooks, Field Trial Notebooks or additional documents as applicable and provided by Corteva to Testing Facility, and which may be amended by Corteva from time to time in its sole discretion. Testing Facility is obligated to follow and adhere to both the Stewardship Guidelines and this Agreement. Only in the event of direct conflict between the Stewardship Guidelines and the terms of this Agreement, shall the terms of this Agreement control.

1.17 “Study” means the performance of the testing procedures specified in a Protocol, as well as, any interpretation, analysis, documentation, reporting, and results, including Test Results that arise out of the performance of a Protocol. A GLP Study is a Study conducted under Good Laboratory Practices that require oversight by a Study Director.

1.18 “Study Monitor” is a Corteva or Corteva Affiliate employee who is responsible for interacting with the Principal Investigator to ensure that a Protocol or Study is properly conducted. With respect to GLP Studies, the Study Monitor may also be the Study Director at Corteva’s discretion.

1.19 “Term” means this agreement begins on August 15, 2025 (“Effective Date”) and expires on August 15, 2030.

1.20 “Test Results” are any and all data, information, Equipment Data, documentation, reports, records, descriptions of standard operating procedures, laboratory notebooks, field trial notebook, raw data, and samples, including test, control or reference substances, as well as any other specimens or materials used in, created for, or resulting from a Study, and any other work product generated by or arising out of the implementation of a Protocol, Procedure or the performance of a Study.

1.21 “Test Substances” are the subject of the testing performed by Testing Facility under this Agreement. Test Substances include, but are not limited to, Corteva compound(s), intermediate(s), reaction mixtures, derivatives or analogs, composition(s), formulation(s), microorganisms (including metabolites, toxins, growth regulators and enhancers, and other components derived therefrom), related materials identified in a Procedure or the product resulting out of a Procedure, Plant Materials, Seed and progeny thereof, nucleic acids, proteins, chemistries, products, organisms, antibodies, cells, cultivars, lines, germplasm, DNA, RNA, hybrids, microorganisms, plants, propagating materials developed from germplasm, tissues and any replication, derivative or modification of such materials. Test Substances may be the result of production and testing performed by the Testing Facility under this agreement.

1.22 “Testing Facility” includes all entities directly owned or controlled by the Testing Facility or are under common ownership of the Testing Facility.

2. Nature of and Authorization for the Transaction

2.0 Competency: Testing Facility represents and warrants that it will act diligently and has the expertise, facilities, equipment, and personnel for carrying out Studies and carrying out in conformance with applicable governmental requirements. Testing Facility further represents and warrants that it will comply with all applicable governmental requirements pertaining to the performance of any Study, that all personnel of Testing Facility performing activities hereunder will be appropriately trained, and that Testing Facility will have obtained all necessary permits and certifications required for the performance of any Study, such as having shipping certifications where required, prior to the performance of the Study to which they pertain.

2.1 Animal Welfare: If Testing Facility handles, uses, tests, or otherwise conducts research on any animals (hereinafter defined as “vertebrates”), including mammals, birds, fish, amphibians and reptiles in any manner under this agreement, Testing Facility must: (a) legally own such animals;

and (b) comply with all applicable laws, ordinances, rules and regulations of governmental authorities (including any reporting requirements related thereto) regarding the care and use of such animals.

Prior to placement of work, the Testing Facility shall complete an in-depth questionnaire issued by Corteva that provides detailed information concerning procedures, protocols, codes of conduct and policies relating to animal care, handling and management. No Studies or Protocols will be initiated without prior written approval from Corteva.

Testing Facility shall promptly report in writing to Corteva all incidents related to services performed directly for Corteva and the following incidents related to services provided to other clients or third parties of Corteva:

- a. any incident that would result in an animal study being repeated or rejected by a regulatory agency.
- b. any incident that involves animal misuse or abuse whether or not intentional.
- c. any findings by EPA, FDA, USDA, AAALAC and other regulatory inspection authorities that relate to animal misuse or abuse.

In addition, other Quality Assurance reports relating to the Studies or Protocol shall be sent to Corteva within 5 business days of receipt of the request.

2.2 Multiple Studies: Testing Facility may conduct one or more Studies for Corteva or Corteva Affiliates under this agreement.

2.3 Corteva Affiliates Acts for Corteva: Corteva and Testing Facility agree that Corteva Affiliates, shall have the right to perform acts on behalf of Corteva such as generating Purchase Orders and reviewing Testing Facilities animal care policies and procedures.

3. Supply and Handling of Test Substances

3.0 Supply: After a Purchase Order is signed, Corteva shall provide Testing Facility with Test Substances in quantities and at times specified in the Protocol, and if not so specified, as agreed to by the parties. Testing Facility promptly will notify the Study Monitor that Testing Facility has received the Test Substances.

3.1 Confidential Nature: Testing Facility agrees to maintain Test Substances and their existence in a confidential manner according to Article 8 of this agreement, and agrees to take all necessary actions to prevent access by third parties to Test Substances, information about Test Substances, any material produced from Test Substances including but not limited to pollen, seeds and the like, including as required by the Stewardship Guidelines, Test Substances and any material product from related materials including intermediates, reaction mixtures or analogs. Testing Facility agrees that it shall have no right, title or interest in Test Substances or progeny and derivatives thereof.

3.2 Use: Testing Facility agrees to use Test Substances solely for performing Studies in strict conformance with Protocols and with any other obligations regarding the Test Substances as set forth in this agreement. In the case of conflict on Test Substance use, the Protocol shall prevail.

Unless specifically set forth in a Protocol, Testing Facility agrees that it will not analyze, have analyzed, sequence, have sequenced, modify, or have modified, any Test Substances, or otherwise alter their composition for any reason, or conduct comparison testing of Test Substances against third party materials. Testing Facility agrees not to use Seed or Plant Materials as a source of germplasm for germplasm development programs, not to make genetic manipulations or other alterations, not to select for enzyme variants, and not to use inbreds or hybrids in any genetic backcrossing programs unless specified in a protocol. TESTING FACILITY SHALL NOT PLACE ANY LIEN OR CLAIM AGAINST THE TEST SUBSTANCES AND NOT TO ALLOW ANY LIEN OR CLAIM TO BE PLACED THEREON. IN THE EVENT OF ANY LIEN BEING SO PLACED, TESTING FACILITY SHALL IMMEDIATELY (I) NOTIFY CORTEVA OF SUCH LIEN OF CLAIM AND (II) REMEDY SUCH LIEN OR CLAIM.

3.3 Safety Data: Corteva shall provide Testing Facility with information and safety data applicable to the Test Substances including, if appropriate, certificates of analysis. Sharing of this information does not imply process safety or reactive chemicals related recommendations by Corteva. Testing Facility agrees to review such information and data and observe reasonable precautions commensurate with the information and data that is provided. Test Substances are provided in good faith; however, because the Test Substances may still be in an experimental stage of development, Corteva does not guarantee that: (1) the Study can be performed without safety precautions; (2) the Test Substances being evaluated are fit for any particular purpose; or (3) the Test Substances are effective by any performance standard.

3.4 Return of Test Substances: Unless directed by Corteva or indicated in the Protocol, Testing Facility shall immediately return to Corteva all Test Substances remaining after completion of a Study.

3.5 Destruction of Plant Materials: Unless directed by Corteva or indicated in the Protocol, Testing Facility shall destroy the Plant Materials generated by or used to conduct the Protocol, including when the Test Substances are not registered or approved, Test Substances are not following the product label in the country of use, or the crop is otherwise regulated and send proof of destruction to Corteva. In addition, Corteva, may, at its sole discretion, require the Plant Materials on a Study site to be immediately destroyed in a manner consistent with the Protocols and regulations found in the Compliance Notebook or Stewardship Guidelines as well as any applicable national, state and local laws and regulations relating to a Study field site. In the event Testing Facility has any questions or concerns about a Study, Protocol, the Plant Materials, or the site used in its performance of a Study or becomes aware of any incidents or alleged incidents related to the Test Material, Testing Facility shall immediately contact Corteva's designated representative listed in the Protocol, Stewardship Guidelines and/or the Compliance Notebook, or any other designated representative Corteva may identify from time to time for that purpose or as otherwise directed by Corteva.

3.6 Permits: Corteva shall have the responsibility to obtain any required Government Agency Permit(s) for a Study. Testing Facility shall not proceed with a Study without all necessary permits in place. Corteva shall also provide the Study Number, Stewardship Guidelines and/or Compliance Notebook, if applicable, for such Study.

3.7 Performance of Study: Testing Facility shall perform each Study in strict accordance with the instructions and requirements listed in the Protocol, Stewardship Guidelines and/or Compliance

Notebook and in strict accordance with all applicable national, local and site laws, rules, regulations, permits and/or guidelines. Should the Protocol, Stewardship Guidelines and/or Compliance Notebook be modified by Corteva, such modification to be made in Corteva's sole discretion, Corteva will supply Testing Facility updated versions of the Protocol, Stewardship Guidelines and/or Compliance Notebook. Testing Facility shall use professional standards of skill, care and diligence during the performance of a Study. Testing Facility shall not use Corteva's Proprietary Information and Materials or Plant Materials for bedding, grazing, feed, silage, or any other purpose other than as permitted under this Agreement.

3.8 Study Location: Testing Facility agrees to use all reasonable efforts to perform each Study on property owned or Controlled by Testing Facility for the duration of the Study.

3.9 Land Lease: If Testing Facility proposes to undertake a Study on property not Controlled by Testing Facility or Corteva (or its Affiliates) for the duration of the Study, or to continue a Study on property no longer Controlled by Testing Facility or Corteva (or its Affiliates), before initiation or continuation of such Study, Testing Facility shall (i) notify Corteva in writing, (ii) obtain the Controlling party's written agreement to terms and conditions at least as strict as contained in this Agreement, including, without limitation and to the extent applicable, the Protocol, Stewardship Guidelines and/or Compliance Notebook, which may include the use of, and the regulatory and environmental compliance activities on, a Study field site in the year(s) following a Study, such agreement substantially in the form of Appendix 1 (iii) permit Corteva to place and/or use Corteva-owned or third party equipment on site, and (iv) provide a copy of such written agreement to Corteva upon request. For clarity, Testing Facility shall immediately notify Corteva prior to any change in Control of property hosting a Study and proceed with such Study.

3.10 Performance on Corteva Property: If Testing Facility is performing a Study on Corteva's and/or Corteva's Affiliates' property, Testing Facility and any permitted subcontractor of Testing Facility shall be bound by all rules and internal policies of Corteva and Corteva's Affiliates, including certain safety provisions that pertain to the use of Corteva's and/or Corteva's Affiliates' premises. Testing Facility may also be subject to Corteva's and/or Corteva's Affiliates' screening policy unless Corteva and/or Corteva's Affiliates waives such requirement. Except for injury or damage caused solely by the gross negligence of Corteva, Testing Facility agrees to the full extent allowed by law that Corteva and Corteva's Affiliates shall not be liable under any circumstances for any injury or damage done to or suffered by any Testing Facility employee, or by any permitted subcontractor of Testing Facility, while on Corteva's and/or Corteva's Affiliates' premises, and Testing Facility shall assume all risk of such injury or damage while on Corteva's and/or Corteva's Affiliates' premises.

3.11 Study Monitoring: At times mutually agreed to by the Parties or upon reasonable notice by Corteva, Corteva or any third party designated by Corteva, shall have the right to enter the land on which a Study is being conducted for the purpose of harvesting and removing the Plant Materials, monitoring the progress of a Study, inspecting a Study site and all documentation maintained by Testing Facility for such Study, and conducting any regulatory and environmental compliance activities outlined in the Compliance Notebook, Stewardship Guidelines and/or Protocol, including those regulatory and environmental compliance activities that survive Termination or Expiration of this Agreement such as, for example, the monitoring and removal of volunteer plants during the calendar year following seed production and harvest.

3.12 Genetically Modified Plant Material: Testing Facility acknowledges that Corteva may provide Testing Facility with Seed which was intentionally bred to contain genetically modified and/or gene edited Plant Material. Testing Facility acknowledges that pollen produced from the Seed may contain genetically modified and/or gene edited Plant Material and may be deposited outside of Testing Facility's Study sites due to natural forces beyond Corteva's control.

3.13 Isolation of Plant Materials: Testing Facility shall prevent Plant Materials or components thereof from entering any commercial grain stream, food, food products, feed or feed products and shall not sell, give, transfer or distribute Corteva Proprietary Information and Materials, Plant Materials and/or Results to any third party for any reason. Corteva Proprietary Information and Materials and/or Results will be used solely by Testing Facility for its performance of each Study and in strict accordance with the instructions and/or requirements listed in each Protocol, Stewardship Guidelines and/or Compliance Notebook. Additionally, Testing Facility shall use Corteva Proprietary Information and Materials and/or Results in compliance with the Stewardship Guidelines as well as all applicable national, state and local laws and regulations relating to Corteva Proprietary Information and Materials and/or Results, including without limitation, those pertaining to: (i) the transport of Corteva Proprietary Information and Materials; (ii) the protection of the environment; (iii) the handling of Plant Materials; (iv) the performance of the Study; and (v) the destruction of Plant Materials remaining after the performance of the Study. Testing Facility agrees it shall not use Plant Materials for any purpose other than that which is permitted under this Agreement.

3.14 Corteva's rights and Testing Facility's obligations under this Section 3 shall survive any Termination or Expiration of the Agreement.

4. Responsibilities

4.0 Essentials: Except for Test Substances and Equipment provided by Corteva and unless otherwise designated in the appropriate Quotation, Purchase Order or Protocol, Testing Facility will provide the testing facilities, equipment, materials, personnel and all other items necessary for successfully conducting all Studies and Protocols. Testing Facility agrees to perform all Studies and Protocols as an independent contractor and has complete and exclusive control over its employees and agents. Employees of Testing Facility are not considered employees of Corteva for any purpose.

4.1 Restricted Use: Unless otherwise expressly instructed by Corteva in writing, Testing Facility will not:

- a. propagate or increase Plant Materials or microorganism except as specifically provided in the Protocol;
- b. breed with or make crosses or backcrosses with Plant Materials;
- c. multiply or genetically combine Plant Materials with any other plant germplasm or seed treatments;
- d. select variant plants from Plant Materials;
- e. characterize, analyze, isolate, sequence or otherwise reverse engineer any genetic, protein, or metabolic components of Plant Materials or microorganisms including, but not limited to, nucleic acid analysis, proteomics or metabolomics;
- f. analyze, modify or cause to be analyzed or modified the Plant Materials or microorganisms, and/or any seed treatment compounds found in the Seed;

- g. conduct genetic analysis on the Plant Materials or microorganisms, including, without limitation, molecularly characterize, isolate or modify or use any genetic component of the Plant Materials;
- h. chemically or genetically modify the Plant Materials or microorganisms, or otherwise alter its composition;
- i. conduct biotechnology processes including, but not limited, to tissue culturing, mutagenesis or transformation with Plant Materials or microorganisms; or
- j. use Plant Materials for bedding, grazing, feed and/or silage or for any other purpose other than as permitted under this Agreement.

4.2 Principal Investigator: Testing Facility shall identify a Principal Investigator prior to initiation of all Studies. The Principal Investigator is responsible for the overall conduct of all Studies and Protocols and shall work closely with the Study Monitor and Study Director. In the case of GLP Studies, the Principal Investigator may also be the Study Director. Testing Facility shall notify Corteva of its choice of Principal Investigator. If Corteva is dissatisfied with Testing Facility's choice of Principal Investigator, Corteva shall so notify Testing Facility. Testing Facility shall then identify another Principal Investigator and the process shall be repeated until the parties agree on the identity of the Principal Investigator. A Principal Investigator must be approved by Corteva prior to implementation of any GLP Protocol. The parties agree that every GLP Study will be directed and personally supervised by an approved Study Director.

4.3 Quality Assurance: To the extent required by applicable governmental requirements, Testing Facility is obligated to have, via contract or otherwise, a Quality Assurance (QA) Unit, or similar unit, for each Study. The QA Unit's responsibilities include, but are not limited to, reporting immediately to the Principal Investigator or Study Director any deviation from a Protocol including, but not limited to, reporting compliance problems and providing reports regarding QA inspections to the Study Director and Study Monitor (if Corteva is not the Study Director) within thirty (30) days of each inspection. On request by Corteva, Testing Facility shall provide the Study Monitor with copies of all written procedures used for performing QA inspections.

4.4 Regulatory Compliance: Testing Facility agrees to keep current with and perform Studies in compliance with all applicable national, state and local governmental requirements, permits, standard operating procedures, Stewardship Guidelines, Compliance Notebook and applicable Protocols. If applicable governmental requirements appear to be in conflict or ambiguous as to their exact meaning and are relevant to Testing Facility's performance of a Study, Testing Facility will consult with the Study Monitor prior to implementing any procedure that may be impacted by the potentially conflicting or ambiguous requirements. If applicable governmental requirements change during the course of performing a Study, the Principal Investigator shall notify the Study Monitor promptly of such change and any resulting costs, if any, necessary to comply with the change prior to implementing any such change. Corteva shall approve, in writing, any increase of cost and new process (if any).

4.5 Legal Compliance: In carrying out their respective duties and responsibilities under this agreement, the parties shall neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States, EU regulations, or any local laws of applicable countries, or (ii) would have the effect of causing the other party to be in violation of any laws, decrees, rules, or regulations in effect in either the United States, EU regulations, or any local laws of applicable countries. Testing Facility shall

comply with all applicable legal requirements of the country in which his activities are performed. Testing Facility agrees that any income received hereunder, will not be used for any unlawful or illegal purpose. In particular each party to this agreement warrants that it has not made, and that it will not make or permit to be made on its behalf, directly or indirectly, any offer, payment or promise of payment of anything of value to any government official, political party or official thereof, or a candidate for public office, for the purpose of obtaining or retaining business related to this agreement. Breach of the terms set forth in this Section by either party will constitute a material breach and will subject entire agreement to immediate termination by the non-breaching party.

4.6 Property Use and Access: Testing Facility hereby permits Corteva to place and/or use Corteva-owned or third-party Equipment including without limitation unmanned aerial devices on Testing Facility's land for the purpose of collecting data and/or evaluating the Equipment. Corteva agrees to obtain required permits and registrations for these activities. Testing Facility authorizes Corteva to enter onto the property where the Study 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 Testing Facility shall not share such information with any third party.

5. Payments

5.0 Terms: Unless otherwise agreed to in writing, Corteva shall make payments to Testing Facility within 90 days from receipt of a properly prepared and correct Testing Facility invoice in accordance with the terms of this Section, and with the scheduled payment run on or following the invoice due date, subject to the applicable local jurisdiction. Upon receipt of payment from Corteva, Testing Facility shall promptly pay each subcontractor the amount to which such subcontractor is entitled, and Testing Facility shall require each subcontractor to similarly make prompt payments to each of its subcontractors. Travel costs and all other expenses must be taken into account by Testing Facility and are included in the price set forth in the Quotation. Corteva may withhold payment if Testing Facility fails to perform according to the terms of the Study or this agreement.

5.1 Cost Adjustments: To be effective, all authorizations for Testing Facility to perform a Study at a cost greater than that originally authorized in a Purchase Order must be documented in an amended Quotation and reflected in an amended Purchase Order.

5.2 Invoices: Unless otherwise indicated in the Purchase Order, all invoices to Corteva must include the Purchase Order number, name of the Contract Coordinator or Study Monitor, the Corteva Study number or any other Corteva specific study identification, and a brief description of the work. Failure to provide this information could result in delay of payment. Invoices must be sent to Accounts Payable at the address indicated in the Purchase Order.

5.3 Compensation for Subcontracted Work: Any work subcontracted to a third party (in addition to clause 6.3 Subcontracting of our BCTA, i.e. work that the contracted laboratory does not have the capability to conduct) shall be passed on to Corteva at cost. This includes crop destruction and farmer compensation associated with field research studies on off-site field locations.

5.4 Payment Milestones: Payment milestones will be based on the following criterion:

Studies less than \$100,000 and less than one year will be invoice 50% upon Protocol or Study initiation 50% issuance of the draft report or submission of the field notebook. Studies over one (1) year or over \$100,000 will have invoicing milestones negotiated at the time of the issuance of the Quotation.

6. Performance of Protocols

6.0 Performance Standards: Testing Facility shall use commercially reasonable efforts to perform Protocols and Studies in accordance with the terms of this Agreement. Testing Facility shall notify Study Monitor immediately if Testing Facility is unable to meet any stated deadline or time for performance indicated in a Protocol. To the extent indicated in a Protocol or on a reasonably frequent basis if not specified in the Protocol, Principal Investigator shall notify the Study Monitor of the progress and status of the Studies being performed by Testing Facility.

6.1 Amendments: Any amendment or revision to this agreement or a Protocol shall be in writing and must be signed by an authorized representative of each party. In the event that the parties agree that the scope of the work to be performed will change such that a new Purchase Order or amended Purchase Order will be needed, Testing Facility will submit a supplemental Quotation to cover the changed work, and if acceptable to Corteva, Corteva will generate a new or amended Purchase Order as appropriate under the circumstances. It is understood that designation as Study Director, Study Monitor, Testing Facility's representative or other such designation does not authorize these individuals to act on behalf of either party to amend this agreement or to amend a Purchase Order or to amend a Protocol unless such individual is specifically authorized to do so.

6.2 Deviations: The Principal Investigator shall promptly notify the Study Director and Study Monitor if any deviation from a standard operating procedure, Protocol, or Stewardship Guidelines occurs. Testing Facility is responsible for taking corrective measures at Testing Facility's expense to minimize the impact of any Deviation.

6.3 Subcontracting: The Principal Investigator shall provide written notice to the Contract Coordinator or Study Monitor concerning any subcontractor which Testing Facility proposes to use to perform any Study activities. Such notice must specify the identity of the proposed subcontractor and activities to be performed by the subcontractor. Subcontractors cannot be employed by Testing Facility without prior written approval of the Contract Coordinator or Study Monitor. If agreed to by the Contract Coordinator or Study monitor, Testing Facility shall notify the subcontractor of the requirements of the Protocol and ensure that all pertinent Protocols and obligations under this agreement are met by the subcontractor. Testing Facility shall be responsible for the performance of all subcontracted obligations and shall ensure that all approved subcontractors comply with all relevant terms and obligations of this agreement for work performed by the subcontractor on behalf of Testing Facility. Testing Facility is solely responsible for payment of the subcontractor for all services rendered by the subcontractor under this agreement.

7. Test Results, Reporting and Archives

7.0 Notifications: Within five (5) days of beginning any in-life activities, Principal Investigator shall notify Study Monitor that such activities have begun, and within five (5) days of ending in-life activities, Principal Investigator shall notify Study Monitor that such activities have ended, unless otherwise specified in the Protocol.

7.1 Reports: On completion of any Protocol, Principal Investigator shall provide Study Monitor with a final written report and any other reports, documents, or Test Results prepared by Testing Facility or its subcontractors that are specified in the Protocol or Procedure. Unless explicitly stated in the Quotation, a draft of the final report will be submitted to the Study Monitor for review and comment. The reports must clearly disclose Test Results generated during the Study. Such reports must comply with the requirements of the Protocol, and with any applicable governmental requirements. Unless otherwise agreed, the final report must identify the objectives of the Study; describe the methodology used; record essential data; describe the statistical methods used to analyze the data; discuss the Study's results and conclusions; include a copy of the certificates of analysis of the Test Substances; and describe any circumstances that may have adversely affected the quality or integrity of the data. Scientific conclusions and professional judgments arising out of the performance of any Study are the responsibility of Testing Facility and are not subject to instructions given by Corteva.

7.2 Adverse Effects Reporting: Testing Facility agrees that it will provide any information related to adverse effects or potential adverse effects on humans or the environment of Test Substances to Study Monitor immediately so that Corteva may comply with the reporting requirements of the United States Environmental Protection Agency ("EPA") under Section 8(e) of the Toxic Substances Control Act (that is, 15 U.S.C. §2607(e)) and EPA guidance issued with respect thereto, and Section 6(a)(2) of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") and the regulations promulgated thereunder in 40 CFR Part 159 and under any reporting requirements of the United States Department of Agriculture. If Testing Facility becomes aware of any adverse effect(s) or potential adverse effect(s) on human health or the environment related to Test Substances, Testing Facility shall immediately inform Corteva of such information and shall provide Corteva with copies of relevant information concerning such adverse effect(s) by submitting the information to adverseeffects@corteva.com.

7.3 Secure Communications: All required correspondence and reports concerning any Study must be in English and submitted to Study Monitor unless otherwise agreed to in writing. Electronic mail communication may be used where practical but will not be used where the transmission involves Confidential Information unless previously approved by the Study Monitor. Prior to submission of information by electronic mail, the parties must ensure and agree that appropriate security measures are in place.

7.4 Ownership of Results: All final written reports and any other reports, documents, and Test Results are the sole property of Corteva. The parties agree that Corteva shall have the sole right to publish the Test Results of any Study conducted under this agreement. Corteva owns and may use all information, data, reports or records generated under this agreement for any reasonable business purpose. Corteva further has the right to prepare abridgments, condensations or any other compilations to which the final report may be transformed or adapted. Testing Facility agrees that Corteva has the right to present information from Studies to governmental agencies and use such information as evidence in any dispute, litigation or other legal action. Reports and other materials prepared under this agreement are considered a "work for hire" as that term is used relative to copyright laws, and Corteva will own all copyrights in the reports and materials prepared.

7.5 Data Transfer: Except in geographic areas where applicable governmental requirements require archival at the Testing Facility, or where specified otherwise in the Protocol, Test Results

and all copies thereof pertinent to a particular Protocol will be transferred to the Study Monitor no later than thirty (30) days after completion of a Study. Notwithstanding the preceding sentence, Testing Facility reserves the right to keep one (1) copy of such Test Results, records and documentation in a secure and confidential archive for the purpose of complying with applicable governmental requirements and to monitor its ongoing obligations under this agreement.

7.6 Data Storage: Testing Facility will collect, store and maintain all Test Results in a manner approved by the Study Monitor and in compliance with applicable governmental requirements. Testing Facility agrees to keep Test Results confidential according to Article 8 hereof, and agrees not to use Test Results for any purpose not authorized under this agreement.

7.7 Archive Compliance: To the extent that Testing Facility is to maintain a complete or partial archive of Test Results pertaining to any Study, Testing Facility warrants and represents that its archives are maintained in conformance with applicable governmental requirements.

7.8 Archive Movement: Testing Facility will notify Contract Coordinator immediately of any material change in the location of archives pertaining to a Study conducted under this agreement. Testing Facility will also immediately inform Contract Coordinator of any decision not to maintain archives applicable to any Studies, and of any inability or unwillingness of Testing Facility to maintain such archives.

7.9 Elimination of Archive: If Testing Facility becomes unable, unwilling, or decides that it will no longer maintain established archives of Test Results for which it has such responsibility, Testing Facility shall promptly transfer all original Test Results and copies thereof to Corteva in condition suitable for archiving according to applicable governmental requirements.

7.10 Loss of Data: Testing Facility is liable to Corteva for theft, disclosure, irreparable injury to or irreplaceable destruction of any Test Results or other materials archived or intended to be archived by Testing Facility that is caused, in any part, by Testing Facility's conduct or failure to act. Timely repair or replacement of any such Test Results or other materials, if possible, is at Testing Facility's expense.

8. Confidentiality

8.0 Non-Disclosure: Corteva understands and acknowledges that the Testing Facility is a governmental entity and is subject to the Louisiana Public Records Law La. Rev. Stat. §§ 44:1 -- 44:4. To the greatest extent permitted by law, the Testing Facility agrees to hold all Confidential Information received or generated under this agreement in confidence and further agrees neither to disclose it to any third party nor allow any third party access to it, nor use it for any purpose other than for furtherance of a Study or for compliance with applicable governmental requirements on behalf of Corteva. Each party agrees to keep all business and technical information such as formulae, Quotations, cost projections, or other Confidential Information received from the other party in confidence, to limit access of Confidential Information only to persons requiring access to accomplish the purposes of this agreement, and to only use such information for the purposes of this agreement. The Testing Facility will immediately notify Corteva of any disclosures required by Public Records law to allow Corteva the opportunity to challenge the disclosure in a court of law.

8.1 No Patenting: Testing Facility shall not file any patent, utility model, or design application(s) related to the Results and Test Substances or any genetic material contained therein nor uses thereof. If Testing Facility files one or more patent, utility mode, or design application using Corteva disclosing of Corteva Confidential Information without obtaining express written permission from Corteva, the parties agree that such violation is a material breach of this agreement.

8.2 Exceptions: The obligations of confidentiality and restricted use set forth above do not apply to information that:

- a. is known to the recipient or to the public before the date of disclosure by or on behalf of the disclosing party, or before the date of its generation by the recipient;
- b. becomes known to the public after disclosure by or on behalf of the disclosing party, or after generation by the recipient hereunder, through no fault of the recipient;
- c. is received by the recipient from a third party, other than a party providing it on behalf of the disclosing party, that has the right to make the disclosure;
- d. is legitimately required to be disclosed to government authorities or by law provided that the information is disclosed solely to those authorities in the required manner on behalf of the disclosing party and provided that the recipient gives the disclosing party notice of such disclosure prior to making the disclosure; or
- e. is approved for release by written authorization from the disclosing party prior to such release.

8.3 Information from Affiliates: To the extent that a Corteva Affiliate receives or provides Confidential Information, Test Substances or other information or materials as a consequence of this agreement, it will be considered as having been received or provided by Corteva and will be subject to the obligations of this agreement.

8.4 Confidentiality Term: All obligations of confidentiality and restricted use set forth in this agreement will begin as of the Effective Date and will expire ten (10) years from the date of expiration or termination of this agreement.

8.5 Release of Information by Corteva: Notwithstanding anything to the contrary in this agreement, nothing in this agreement shall preclude Corteva from disclosing any of Testing Facility's confidential information when it is reasonably necessary to do so as part of the registration or re-registration of a product or to otherwise use Test Results in the manner contemplated by this agreement.

9. Access to Testing Facility's Sites

9.0 Site Visits: Testing Facility hereby agrees to grant to Corteva, Corteva Affiliates and Corteva consultants and agents access to Testing Facility's facilities and contract sites at mutually agreeable times, and with reasonable frequency, during normal business hours for the purpose of observing the progress of a Study, compliance with Stewardship Guidelines, compliance with GLP requirements, or reviewing any Test Results in Testing Facility's possession. If there are any conflicts between a Testing Facility access agreement and the confidentiality provisions of this agreement, the terms of this agreement will control.

9.1 Notification of Inspections: Testing Facility will notify the Contract Coordinator of all requests from any governmental agency or from any other third party to inspect or otherwise gain

access to the information, data or materials pertaining to the services performed by Testing Facility under this agreement, prior to allowing any such access. Testing Facility will provide the Contract Coordinator, within thirty (30) days of receipt of the final inspection report, a copy of any audit of the Testing Facility by any governmental agency.

9.2 Request for Information: Testing Facility shall immediately notify the Contract Coordinator of any private or governmental request for information on any ongoing or completed Study conducted under this agreement, including any subpoena or other legal instrument requesting information. Testing Facility shall cooperate fully with any effort by Corteva to narrow the scope of any such request, to obtain a protective order limiting the use or disclosure of information, or to obtain continued protection of the confidentiality of data provided by Corteva hereunder. In any event, Testing Facility agrees to grant access to Testing Facility's facilities or contract sites to any authorized government representative, when required by applicable governmental requirements, to inspect the facility and all records and materials required to be maintained regarding a Study. During such inspections, Testing Facility agrees to provide the government representative with appropriate scientific and quality assurance support pertinent to the Study.

9.3 Data Defense: At Corteva' request and expense, a qualified representative of Testing Facility will appear as a witness before, or prepare a written statement for, a court, governmental agency, or other organization to explain or discuss any and all aspects of any Study performed by Testing Facility hereunder. The fees for such assistance shall be paid by Corteva and must not exceed the fees customarily charged by Testing Facility for such services. The services shall be provided at times mutually agreed by the parties, or as required by the court, governmental agency or other organization.

10. Term and Termination

10.0 Work under this Agreement: The terms of this agreement include the Quotation and the Purchase Orders signed or generated before the expiration of this agreement; provided that, the terms of the Quotation and the Purchase Order are consistent such that it is clear that the parties have agreed to the financial terms and work to be performed.

10.1 Termination of Services: Corteva has the right to terminate any Study at any time prior to its completion or initiation without cause by giving Testing Facility written notice of termination thirty (30) days prior to the date of termination or prior to its initiation. In the event of such notice, Testing Facility agrees to immediately use its best efforts to reduce the cost to Corteva. In case of termination, other than for a material error in the performance of a Study, Corteva will only be obligated to pay Testing Facility all of Testing Facility's costs that have been incurred. Additionally, neither termination of a Study, nor termination or expiration of this Agreement shall relieve Testing Facility of any regulatory and environmental compliance obligations such as those outlined in the Protocols, Stewardship Guidelines and/or Compliance Notebooks including, but not limited to, monitoring for volunteer plants at a Study site.

10.2 Access to Data: In the event of termination of this agreement or a Study, Corteva remains entitled to full access to, and Testing Facility will convey on request, all Test Results generated by Testing Facility up to the date of termination of the Study.

10.3 Remaining Plant Materials: Any remaining Plant Materials specifically related to a terminated Study, and all remaining Plant Materials upon termination or expiration, shall be destroyed or returned in accordance with the applicable procedures found in the Protocol, Stewardship Guidelines and/or Compliance Notebook or as instructed by Corteva. Testing Facility shall provide written confirmation to Corteva of the destruction. If Testing Facility has any questions regarding the disposition of Plant Materials, Testing Facility shall promptly contact the designated Corteva representative.

11. Insurance, Warranties, and Liability

11.0 Proof of Insurance: Corteva acknowledges and understands that the Testing Facility is self-insured.

11.1 Corteva Confidential Information and Materials are experimental in nature and are provided to Testing Facility “as is”. Testing Facility accepts full responsibility, liability and accountability for all actions or omissions undertaken by or on behalf of Testing Facility arising out of or in connection with this Agreement. CORTEVA MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AS TO ANY MATTER, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO (i) AS TO THE VALIDITY OR ACCURACY OF THE CORTEVA CONFIDENTIAL INFORMATION AND TEST SUBSTANCES, (ii) AS TO THE MERCHANTABILITY, FITNESS AND SAFETY OF ANY TEST SUBSTANCE, RESULT OR PRODUCT FOR A PARTICULAR PURPOSE, (iii) WHETHER THE ACTIVITIES, TEST SUBSTANCES WILL NOT RESULT IN SAFETY OR HEALTH HAZARDS TO EMPLOYEES, WORKERS OR PURCHASERS OF PRODUCTS, (iv) THAT THE EXERCISE OF THE RIGHTS GRANTED BY CORTEVA UNDER ANY AGREEMENT DO NOT INFRINGE PATENTS OR ANY OTHER RIGHTS OF ANY THIRD PARTY, AND (v) CORTEVA MAINTAINING OR ENFORCING ITS RIGHTS UNDER CORTEVA CONFIDENTIAL INFORMATION AND TEST SUBSTANCES.

11.2 Indemnification for Work Performance and Infringement: Testing Facility agrees to defend and indemnify Corteva and hold Corteva harmless from any and all judgments, orders, decrees, awards, costs and expenses, including attorney’s fees, settlements and claims, on account of property damage or personal injury, including death, which may be sustained by Testing Facility, its employees, Corteva, its employees, a subcontractor, its employees or third persons, arising out of or in connection with acts or omissions of Testing Facility or of a Testing Facility’s subcontractor under this agreement, except where negligent conduct on the part of Corteva is the sole cause of such claim. Testing Facility likewise agrees to defend and indemnify Corteva and hold Corteva harmless from any suit for infringement of third-party intellectual property or the breach of Testing Facility’s confidentiality obligations

11.3 Indemnification for Fines: Testing Facility agrees to indemnify Corteva for any fines or other payments Corteva makes that are the result of Testing Facility’s or a Testing Facility subcontractor’s failure to comply with any applicable governmental requirements or as the result of any material breach of this agreement. Insofar as any obligations hereunder should reasonably be required of any subcontractor used by Testing Facility, Testing Facility shall require the subcontractor to abide by such obligations of Testing Facility.

11.4 Indemnification for Site Reclamation: Testing Facility agrees to indemnify Corteva for any site reclamation costs relating to any removal of residues required by law as well as for any liability arising under any applicable governmental requirements governing disposal of contaminated soil or water whenever Testing Facility is responsible for site selection; provided that, such law and liabilities existed prior to performance of any Protocol hereunder or such costs and liabilities arise from improper or incorrect performance by Testing Facility of the applicable Protocol. If site reclamation costs and liabilities arise where a Protocol has been properly performed but arises as a consequence of a change in the law since the Protocol was initiated or completed, Testing Facility shall immediately notify Corteva and immediately take reasonable action to mitigate such costs and liabilities, if possible. Any site reclamation costs and liabilities arising from proper performance of a Protocol but which have arisen as a consequence of a change in the law since the Protocol was initiated or completed shall be apportioned among all parties according to the law at the time the cost or liability arises.

11.5 Unintended Pollination Disclaimer: CORTEVA DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THE UNINTENDED POLLINATION OF TESTING FACILITY'S CROPS OR THE CROPS OF THIRD PARTIES WITH THE POLLEN OF GENETICALLY ENGINEERED MATERIAL CONTAINED IN TESTING SITES, SUCH LIABILITY TO REMAIN EXCLUSIVELY WITH TESTING FACILITY.

11.6 Liability for Improper Performance: Improper performance of a Study, in whole or in part, is a material breach of this agreement, although it is not the sole material obligation herein. Specifically, but not by way of limitation, it is a material breach of this agreement if at any time a Study is rendered invalid for its intended purpose due to Testing Facility's conduct or failure to act. In the event a Study is improperly performed, Testing Facility shall either (a) repeat, or have the improperly performed procedure(s) repeated, in a timely manner and at Testing Facility's expense or (b) promptly refund the contract price for the improperly performed procedure(s) to Corteva, at Corteva's option. Choosing one option or the other is not Corteva's sole remedy for such breach hereunder, but merely allows Corteva to resolve the immediate need to have the Study completed in a timely manner.

11.7 Liability for Timeliness: If at any time Testing Facility determines that a Study will not be completed within the time agreed upon, Testing Facility shall immediately submit a written request seeking Corteva's approval for setting a new completion date; the request shall include a justification for the extension requested. If Corteva agrees that the request justifies an extension and such extension would not cause Corteva to miss a deadline to which it has committed, Corteva will agree to the new completion date. If Testing Facility fails to complete a Study in the time period set forth in a Purchase Order and/or Protocol for that Study (or an extended time period agreed to by Corteva), and if such delay is neither the fault of Corteva nor excused under Section 12.0 hereof, then Testing Facility shall incur a penalty of five percent (5%) of the originally agreed upon payment for the Study for each two week period of delay. Notwithstanding the above, Corteva shall not forego any remedies that it may have as a consequence of a missed deadline.

12. Miscellaneous

12.0 Force Majeure: If a party's performance is delayed or prevented by any event clearly beyond such party's control including, but not limited to, acts of God (natural disaster), fire, explosion, disease, weather, war, insurrection, civil strife, riots, or governmental action, that party is excused from performing its obligations under this agreement to the extent of and during the reasonable continuance of such event. Testing Facility agrees to notify Corteva promptly of the occurrence of such an event. Any deadline for time of performance in the Protocol which falls due during or subsequent to the occurrence of any of the disabilities referred to herein shall be automatically extended for a period of time equal to the period of such disability. Testing Facility will use reasonable efforts to mitigate the effects of any force majeure.

12.1 Inventions: Testing Facility shall report all inventions and Test Results arising from Testing Facility's performance under this agreement that are related to Test Substances or Confidential Information provided by Corteva under this agreement. All such inventions and Test Results are the sole property of Corteva. Testing Facility (i) agrees to assign and hereby assigns all of its ownership rights to such inventions and Test Results and (ii) hereby grants to Corteva a paid-up, exclusive, world-wide, irrevocable, royalty-free, sub-licensable, license to practice under any other rights arising out of any Study. Testing Facility, upon request by Corteva and at Corteva's expense, agrees to aid Corteva as necessary in establishing Corteva's rights to such inventions as follows. Testing Facility, through its employees and representatives or subcontractors, shall reasonably assist Corteva in obtaining patent protection on all inventions of interest to Corteva that arise from Testing Facility's performance under this agreement. Such assistance shall include provision of invention disclosure documents that include data and examples, causing the execution of assignments and other instruments and provision of such documents as Corteva may consider reasonably necessary or appropriate to the obtaining of patent protection in the name of Corteva or Corteva Affiliate. The Parties shall cooperate to facilitate compliance with the duty of disclosure requirements for patent application filing.

12.2 Assignment: Corteva Agriscience LLC shall have the right to assign any of its rights and/or delegate all or any of its duties or obligations, in whole or in part, directly or indirectly, under this Agreement without prior written notice of or the prior written consent of the other [Party/Parties] to this Agreement (i) to one or more of its Affiliates or (ii) in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its assets to which the subject matter of this Agreement relates.

12.3 Use of names: Neither party shall use the other party's name or the names of the other party's employees, affiliates or agents in any advertising or sales promotional material or in any publication without prior written permission except when Corteva or Corteva Affiliate seeks to obtain patent protection on inventions arising from the Testing Facility's performance under this agreement.

12.4 Notices: All notices given under this agreement will be in writing delivered to the receiving party's representative designated in the appropriate Purchase Order or delivered to the receiving party's principal place of business.

12.5 Waiver: Any waiver of any provision of this agreement shall not be deemed a waiver of such provision or of any other term, provision, or condition of this agreement in the future. No delay

on the part of Testing Facility or Corteva in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either Testing Facility or Corteva of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.6 Headings: The headings used in articles and sections of this agreement are for reference purposes only and shall not be considered in the interpretation of this agreement.

12.7 Tax law: Upon request by Corteva, Testing Facility shall assist Corteva in complying with applicable governmental tax laws and regulations by, for example, reporting to Corteva the dollar amount which Testing Facility expended on research activities on behalf of Corteva during the year.

12.8 Non-exclusivity: This agreement is not intended to be an exclusive contract and Corteva retains the right to employ other contract research companies or other entities to perform any or all of the types of Studies contemplated by this agreement.

12.9 Severability: If any provision of this agreement is held to be illegal or unenforceable, that provision or parts thereof shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain enforceable and in full force and effect. If the absence of such provision causes a material adverse change in either the risks or benefits of this Agreement to either party, the parties shall negotiate in good faith a commercially reasonable substitute or replacement for the invalid or unenforceable provision.

12.10 Conflict of documents: If any conflict exists between this agreement, a Purchase Order and/or a Protocol, with respect to technical or regulatory matters the Protocol shall take precedence followed by the Purchase Order, and this agreement shall prevail in all remaining matters.

12.11 Dispute resolution, remedies: The parties will use all reasonable efforts to amicably resolve any disputes arising under this agreement. Except as otherwise expressly stated in this Agreement, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

12.12 Governing law: This agreement shall be interpreted and governed in all respects by the law of the State of Louisiana, without regard to its conflicts of law provisions. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within the State of Indiana and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

12.13 Export Compliance: Testing Facility will not export, or re-export, any technology, products, and software, received from Corteva, the direct products of that technology, those products, and that software, in violation of any applicable government's export-control, customs laws, and regulations, including those of the United States. This obligation survives expiration of this agreement.

12.14 Limited Grant: No right or license of any kind is granted nor is to be implied under this agreement, except to the extent reasonably necessary for the performance of the Studies hereunder. Nothing in this agreement shall be construed to require Testing Facility and Corteva to enter into any future business or technical relationship or understanding, nor shall this agreement be construed in any way as any commitment to Testing Facility with respect to the Test Substances beyond the Studies set forth in this agreement.

12.15 Integration: This Agreement contains the entire understanding of the parties. The terms of this Agreement shall govern, in the case of conflict, over terms contained in any document including, but not limited to, quotes, invoices, proposals or purchase orders, regardless of which party has provided the document.

12.16 Electronic Signature: This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, electronic signature, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement. 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.

12.17 Previous Agreements (if applicable): This Agreement supersedes any previous agreements to like subject matter.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized representatives and delivered in duplicate originals.

AGREED TO AND ACCEPTED BY:

SIGNED FOR AND ON BEHALF of
The City of New Orleans

SIGNED FOR AND ON BEHALF of
Corteva Agriscience LLC

By: Authorized Signatory

By: Authorized Signatory

Printed Name

Printed Name

Title

Title

Date

Date

The City of New Orleans, City Council

By: City Council President

Form and Legality Approved by
The Law Department

By: _____

Printed Name: _____

Appendix 1 Landowner Agreement for GMO Trials

[NAME OF LANDOWNER] (“Landowner”) acknowledges that **COMPANY NAME**, (“**Company Name**”) will be conducting field trials on behalf of Corteva Agriscience LLC or its Affiliates (Corteva) on Landowner’s parcel of land measuring [NUMBER OF FEET] feet x [NUMBER OF FEET] feet ([NUMBER OF ACRES] acres total) as outlined on the attached map hereinafter referred to as the “Research Plot(s)”.

Notice is hereby given to Landowner that the field trial(s) undertaken by **COMPANY NAME** on Corteva’s behalf (“Field Trials”) on Landowner’s property contains genetically modified organisms (“GMOs”). Therefore, Landowner expressly agrees all field trials, GMOs and grain produced from the field trials has are subject to the following restrictions:

- To the extent applicable, the Product Use Guide provided by **COMPANY NAME** shall be strictly adhered to.
- Resulting grain and plant material shall be destroyed immediately following harvest and every reasonable precaution shall be made to prevent the resulting grain or plant material from such Field Trial(s) from entering food, food products, feed, feed products and/or the commercial grain stream.

Landowner expressly acknowledges and agrees that:

- Corteva’s seed, crop, and plants produced therefrom and any information related to the Field Trial belongs at all times to Corteva and this seed, crop, plants and information must be protected by Landowner.
- Landowner, nor anyone else other than Corteva, has any right or title to such seed or the plants and pollen produced from the Field Trial seed or the crop produced there-from or information related to the Field Trial.
- Landowner will take all reasonable steps to limit access by persons not authorized by **COMPANY NAME** and/or Corteva to the Research Plots or production therefrom and to so notify **COMPANY NAME** and/or Corteva in the event that such unauthorized persons attempt to access the Research Plots. All information related to the Field Trial is confidential and proprietary to Corteva.
- **COMPANY NAME** and/or Corteva may, at its sole discretion, require the Field Trial to be immediately destroyed. **COMPANY NAME**, Corteva and/or any third party designated by Corteva, shall have the right to enter the Research Plots for the purposes of harvesting, data collection, monitoring the progress of the Field Trial, inspecting the Research Plot sites and conducting any regulatory and environmental compliance activities, including any such compliance activities required by applicable laws, regulations or permits or Corteva in subsequent planting seasons, including, without limitation, and restrictions or prohibitions regarding future crop planting(s).
- Seed, plants or plant parts derived from the seed shall not be transferred to any third party. No seed or crop derived from the seed may be saved for replanting or sold for seed by the Landowner, nor will Landowner permit any other third party to use for seed or sell for seed any of the grain produced from the Field Trial planted by **COMPANY NAME**.
- **COMPANY NAME** shall perform and retain control of all activities needed to manage the Research Plots and/or implement any agronomic or compliance activities.
- **COMPANY NAME** shall harvest the seed and all seed and grain is to be disposed on site.

- Landowner agrees that now and during the field trial for the above-described acres and crops grown thereon, that there are no and there shall be no liens or claims which might result in a claim to the seed, plant material or crop to be produced from the Research Plot.

Landowner's signature expressly indicates that Landowner has read and understands the above restrictions on the Research Plots and/or harvested crop and makes these agreements for the benefit of Corteva. This Agreement shall become effective on the date of signature by the Landowner and will be in effect for the duration of the field trials and any applicable post-harvest monitoring period.

Printed Name: _____

Signature: _____

Date: _____

Name Carrie Cottone Ext. 8-2426
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This is a five (5)- year agreement, in which Mosquito, Termite & Rodent Control Board is compensated for performing research (product testing) for Corteva Agriscience LLC in accordance with the terms and conditions of the agreement.

1. Claudia Riegel Claudia Riegel
Department Head
2. [Signature]
Department of Law
3. [Signature]
Chief Administrative Officer
4. Elizabeth Brusseau
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS:

FINAL ADOPTION:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Mosquito, Termite & Rodent Control Board

Name of Contact Person: Carrie Cottone

Telephone Number: 504-658-2426

Email Address: cbcottone@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This is a five (5) - year agreement in which Mosquito, Termite & Rodent Control

Board is compensated for performing research (product testing) for Corteva

Agriscience LLC in accordance with the terms and conditions of the agreement.

This is a revenue-generating agreement.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

City of New Orleans and Corteva Agriscience LLC

The obligations, expectations, and deliverables of the parties involved:

Mosquito, Termite & Rodent Control Board will perform research (product testing) and

Corteva Agriscience LLC will compensate for the work and ownership of data

collected.

Any fiscal implications for the City with the contract:

No

The public purpose and need for the contract:

This is a revenue-generating agreement.

The duration of the contract:

Five (5) years.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-XX-XXX

CITY HALL: _____

BY: COUNCILMEMBER _____ **(BY REQUEST)**

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, through Mosquito, Termite and Rodent Control Board, and Corteva Agriscience LLC, desire to enter into a contract for consulting and performing services listed in associated exhibits in exchange for compensation by Corteva Agriscience LLC, for a period of five (5) years; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and Corteva Agriscience LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and Corteva Agriscience LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

BLANKET CONTRACT TESTING AGREEMENT

between

The City of New Orleans
New Orleans Mosquito, Termite & Rodent Control Board
2100 Leon C. Simon Dr.
New Orleans, LA 70122
(hereinafter "Testing Facility")

and

Corteva Agriscience LLC
9330 Zionsville Rd.
Indianapolis, IN 46268 USA
(hereinafter "Corteva")

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Whereas, Corteva is a manufacturer and seller of agricultural chemicals, pest control products, and seed products who desires the evaluation of certain Test Substances

Whereas, Testing Facility is an organization capable of producing, testing and evaluating Corteva Test Substances and conducting Studies and Protocols in support of product development or regulatory submissions to be made by Corteva.

Whereas, Corteva wants Testing Facility to perform studies and evaluations on Corteva's behalf in accordance with Protocols designed to meet regulatory requirements, and Testing Facility wants to perform such services for Corteva.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Definitions

1.0 "Compliance Notebook" means a compliance notebook that may be provided by Corteva to Testing Facility which contains information about the Government Agency Permit regulations regarding the oversight of Plant Materials.

1.1 "Confidential Information" means all samples, information and materials, intellectual property, trade secrets provided or disclosed by Corteva or its Affiliates to Testing Facility under this Agreement which include, but are not limited to, Test Substances, the existence of this agreement, Purchase Orders, Plant Materials, Seed, Protocols, Procedures, notebooks, nucleic acids, probes, markers, proteins, compounds, formulations, chemistries, products, product descriptions, code names, observations, measurements, plans, reagents, equipment, electronic media, prototypes, organisms, antibodies, cells, cultivars, lines, germplasm, expression vectors, DNA, RNA, hybrids, microorganisms, plants, propagating materials developed from germplasm, tissues, and any replication, derivative or modification of any such information or materials. The term Corteva Proprietary Information and Materials also includes the Corteva HUB/Biotech Trial Management Website (the "BTM" Website") and all products, services, content, material, information, scripts, code, functionalities, and applications in and on the BTM Website. Corteva may include as Confidential Information certain proprietary storage disks, electronic data files, or both, that can be used with ARM, which is a commercially available result reporting program. These disks and files and the information contained thereon are considered to be a part of the Confidential Information protected under this agreement.

1.2 "Contract Coordinator" is a Corteva or Corteva Affiliate employee who will represent Corteva in the administrative phases of the Study. The "Contract Coordinator" shall maintain an interface with Testing Facility and shall keep the procurement personnel of Corteva informed at all times of the adequacy of Testing Facility's performance and progress. In the performance of these obligations, the Contract Coordinator will have the legal right to accept work in accordance with the Purchase Order and as more fully set forth in the Quotation. In the performance of its obligations, the Contract Coordinator and others associated with the administration of this Agreement will have no legal right to authorize changes of any kind that are outside the scope and compensation of this Agreement, nor shall the Contract Administrator's actions be construed as giving implied approval

of any such change. Except as otherwise specifically provided herein, such changes shall be affected only by a written modification to this Agreement signed by the Parties. Contract Coordinator is further responsible for administrative matters relating to this agreement, including receiving Quotations from the Testing Facility, submitting Purchase Orders, managing payments to Testing Facility and initially resolving disputes between the parties.

1.3 “Control” or “Controlled” means the exclusive right to use and occupy an entire premises or property and the Test Substances located thereon or therein, including, without limitation, the right to exclude and/or prohibit access by any third party, including, without limitation, the landowner (if the landowner is not Testing Facility), and the right to harvest, remove and monitor Plant Material in accordance with, and for the duration of, the Protocol, Stewardship Guidelines, and Government Agency Permits

1.4 “Corteva 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. For the purposes of this definition, (i) “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing, and (ii) any direct or indirect subsidiary of Corteva, Inc. shall constitute an “Affiliate” with respect to Corteva Agriscience LLC.

1.5 “Equipment” Corteva-owned or third-party equipment provided by Corteva for use in connection with the implementation of a Protocol or the performance of a Study, including without limitation Test Substance application equipment (including but not limited to seed treatment, soil, and foliar application equipment), 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 Testing Facility to implement the Protocol or perform the Study.

1.6 “Equipment Data” data and all other information generated by the Equipment and information, algorithms or results derived therefrom.

1.7 “Government Agency Permit(s)” mean permit(s) issued by government agencies for the oversight of Plant Materials. Government Agency Permits can include, but are not limited to, the following: Canadian Food Inspection Agency permits, United States Department of Agriculture permits, Environmental Protection Agency permits, Experimental Use Permits and any applicable Animal and Plant Health Inspection Service permits needed for any Study(s).

1.8 “Person” means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization or a government body.

1.9 “Plant Materials” means the Seed, grains produced therefrom, and all vegetative and reproductive material from the Seed, including but not limited to plants and their progeny, stalks, silk, leaves, pollen, roots, tassels, cobs, embryos, pods, seed, grain, etc., and includes any unplanted Seed.

1.10 "Principal Investigator" is a Testing Facility employee who is responsible for managing the performance of the Protocol or Study and communicating with the Study Monitor, Study Director and Contract Coordinator. With respect to GLP Studies, the Principal Investigator may be the Study Director as agreed to by the parties.

1.11 "Procedure" refers to a written document in the form of instructions or project plan which specifies detailed production procedures to be carried out by the Testing Facility for the purpose of producing Test Substances in a project. A Procedure may be amended only by a written document which is acknowledged by both parties.

1.12 "Protocol" refers to a written document in the form of instructions or study plan which specifies detailed testing procedures to be carried out by Testing Facility for the purpose of evaluating Test Substances in a Study. The Protocol will be provided by Corteva or prepared by Testing Facility and approved by Corteva. If prepared by Testing Facility, Testing Facility shall ensure that the Protocol will comply with all existing pertinent regulatory guidelines unless Corteva agrees in writing to allow deviations that improve the utility of the study. A Protocol may be amended only by a written document which is acknowledged by both parties.

1.13 "Purchase Order" refers to a written document provided by Corteva that authorizes the funds required to complete the Protocol and provide invoicing instructions. Conduct under each Purchase Order is controlled by the terms of this Agreement, and each Purchase Order is incorporated into this Agreement on the date that it is signed, or as of the date of its generation if no signature date is shown. The scope of work to be performed may be modified from time to time by agreement between Corteva and Testing Facility; provided that, any significant change in the nature or scope of the activities that constitute the scope of work will be set forth in writing. If any conflict exists between this Agreement and any Purchase Order, with respect to technical or regulatory matters the Purchase Order shall take precedence, and this Agreement shall prevail in all remaining matters. The Purchase Order is considered the only formal authorization for Testing Facility to initiate the associated work.

1.14 "Quotation" is a document prepared by the Testing Facility and submitted to the Contract Coordinator that establishes the scope of work to be completed, the associated fees and payment milestones, the timeline for completing of the Protocol or Study. The Quotation must reference the terms and conditions of this Blanket Contract Testing Agreement.

1.15 "Seed" means all seed, including, without limitation, genetically modified seed, provided by Corteva for the performance of a Study.

1.16 "Stewardship Guidelines" mean the activities and tasks directed to the oversight of Study(ies) containing transgenic material specific to certain seed products and may include Study management stewardship requirements documents, technology use agreements and/or stewardship product use guides, Compliance Notebooks, Field Trial Notebooks or additional documents as applicable and provided by Corteva to Testing Facility, and which may be amended by Corteva from time to time in its sole discretion. Testing Facility is obligated to follow and adhere to both the Stewardship Guidelines and this Agreement. Only in the event of direct conflict between the Stewardship Guidelines and the terms of this Agreement, shall the terms of this Agreement control.

1.17 **“Study”** means the performance of the testing procedures specified in a Protocol, as well as, any interpretation, analysis, documentation, reporting, and results, including Test Results that arise out of the performance of a Protocol. A GLP Study is a Study conducted under Good Laboratory Practices that require oversight by a Study Director.

1.18 **“Study Monitor”** is a Corteva or Corteva Affiliate employee who is responsible for interacting with the Principal Investigator to ensure that a Protocol or Study is properly conducted. With respect to GLP Studies, the Study Monitor may also be the Study Director at Corteva’s discretion.

1.19 **“Term”** means this agreement begins on August 15, 2025 (“Effective Date”) and expires on August 15, 2030.

1.20 **“Test Results”** are any and all data, information, Equipment Data, documentation, reports, records, descriptions of standard operating procedures, laboratory notebooks, field trial notebook, raw data, and samples, including test, control or reference substances, as well as any other specimens or materials used in, created for, or resulting from a Study, and any other work product generated by or arising out of the implementation of a Protocol, Procedure or the performance of a Study.

1.21 **“Test Substances”** are the subject of the testing performed by Testing Facility under this Agreement. Test Substances include, but are not limited to, Corteva compound(s), intermediate(s), reaction mixtures, derivatives or analogs, composition(s), formulation(s), microorganisms (including metabolites, toxins, growth regulators and enhancers, and other components derived therefrom), related materials identified in a Procedure or the product resulting out of a Procedure, Plant Materials, Seed and progeny thereof, nucleic acids, proteins, chemistries, products, organisms, antibodies, cells, cultivars, lines, germplasm, DNA, RNA, hybrids, microorganisms, plants, propagating materials developed from germplasm, tissues and any replication, derivative or modification of such materials. Test Substances may be the result of production and testing performed by the Testing Facility under this agreement.

1.22 **“Testing Facility”** includes all entities directly owned or controlled by the Testing Facility or are under common ownership of the Testing Facility.

2. Nature of and Authorization for the Transaction

2.0 Competency: Testing Facility represents and warrants that it will act diligently and has the expertise, facilities, equipment, and personnel for carrying out Studies and carrying out in conformance with applicable governmental requirements. Testing Facility further represents and warrants that it will comply with all applicable governmental requirements pertaining to the performance of any Study, that all personnel of Testing Facility performing activities hereunder will be appropriately trained, and that Testing Facility will have obtained all necessary permits and certifications required for the performance of any Study, such as having shipping certifications where required, prior to the performance of the Study to which they pertain.

2.1 Animal Welfare: If Testing Facility handles, uses, tests, or otherwise conducts research on any animals (hereinafter defined as “vertebrates”), including mammals, birds, fish, amphibians and reptiles in any manner under this agreement, Testing Facility must: (a) legally own such animals;

and (b) comply with all applicable laws, ordinances, rules and regulations of governmental authorities (including any reporting requirements related thereto) regarding the care and use of such animals.

Prior to placement of work, the Testing Facility shall complete an in-depth questionnaire issued by Corteva that provides detailed information concerning procedures, protocols, codes of conduct and policies relating to animal care, handling and management. No Studies or Protocols will be initiated without prior written approval from Corteva.

Testing Facility shall promptly report in writing to Corteva all incidents related to services performed directly for Corteva and the following incidents related to services provided to other clients or third parties of Corteva:

- a. any incident that would result in an animal study being repeated or rejected by a regulatory agency.
- b. any incident that involves animal misuse or abuse whether or not intentional.
- c. any findings by EPA, FDA, USDA, AAALAC and other regulatory inspection authorities that relate to animal misuse or abuse.

In addition, other Quality Assurance reports relating to the Studies or Protocol shall be sent to Corteva within 5 business days of receipt of the request.

2.2 Multiple Studies: Testing Facility may conduct one or more Studies for Corteva or Corteva Affiliates under this agreement.

2.3 Corteva Affiliates Acts for Corteva: Corteva and Testing Facility agree that Corteva Affiliates, shall have the right to perform acts on behalf of Corteva such as generating Purchase Orders and reviewing Testing Facilities animal care policies and procedures.

3. Supply and Handling of Test Substances

3.0 Supply: After a Purchase Order is signed, Corteva shall provide Testing Facility with Test Substances in quantities and at times specified in the Protocol, and if not so specified, as agreed to by the parties. Testing Facility promptly will notify the Study Monitor that Testing Facility has received the Test Substances.

3.1 Confidential Nature: Testing Facility agrees to maintain Test Substances and their existence in a confidential manner according to Article 8 of this agreement, and agrees to take all necessary actions to prevent access by third parties to Test Substances, information about Test Substances, any material produced from Test Substances including but not limited to pollen, seeds and the like, including as required by the Stewardship Guidelines, Test Substances and any material product from related materials including intermediates, reaction mixtures or analogs. Testing Facility agrees that it shall have no right, title or interest in Test Substances or progeny and derivatives thereof.

3.2 Use: Testing Facility agrees to use Test Substances solely for performing Studies in strict conformance with Protocols and with any other obligations regarding the Test Substances as set forth in this agreement. In the case of conflict on Test Substance use, the Protocol shall prevail.

Unless specifically set forth in a Protocol, Testing Facility agrees that it will not analyze, have analyzed, sequence, have sequenced, modify, or have modified, any Test Substances, or otherwise alter their composition for any reason, or conduct comparison testing of Test Substances against third party materials. Testing Facility agrees not to use Seed or Plant Materials as a source of germplasm for germplasm development programs, not to make genetic manipulations or other alterations, not to select for enzyme variants, and not to use inbreds or hybrids in any genetic backcrossing programs unless specified in a protocol. TESTING FACILITY SHALL NOT PLACE ANY LIEN OR CLAIM AGAINST THE TEST SUBSTANCES AND NOT TO ALLOW ANY LIEN OR CLAIM TO BE PLACED THEREON. IN THE EVENT OF ANY LIEN BEING SO PLACED, TESTING FACILITY SHALL IMMEDIATELY (I) NOTIFY CORTEVA OF SUCH LIEN OF CLAIM AND (II) REMEDY SUCH LIEN OR CLAIM.

3.3 Safety Data: Corteva shall provide Testing Facility with information and safety data applicable to the Test Substances including, if appropriate, certificates of analysis. Sharing of this information does not imply process safety or reactive chemicals related recommendations by Corteva. Testing Facility agrees to review such information and data and observe reasonable precautions commensurate with the information and data that is provided. Test Substances are provided in good faith; however, because the Test Substances may still be in an experimental stage of development, Corteva does not guarantee that: (1) the Study can be performed without safety precautions; (2) the Test Substances being evaluated are fit for any particular purpose; or (3) the Test Substances are effective by any performance standard.

3.4 Return of Test Substances: Unless directed by Corteva or indicated in the Protocol, Testing Facility shall immediately return to Corteva all Test Substances remaining after completion of a Study.

3.5 Destruction of Plant Materials: Unless directed by Corteva or indicated in the Protocol, Testing Facility shall destroy the Plant Materials generated by or used to conduct the Protocol, including when the Test Substances are not registered or approved, Test Substances are not following the product label in the country of use, or the crop is otherwise regulated and send proof of destruction to Corteva. In addition, Corteva, may, at its sole discretion, require the Plant Materials on a Study site to be immediately destroyed in a manner consistent with the Protocols and regulations found in the Compliance Notebook or Stewardship Guidelines as well as any applicable national, state and local laws and regulations relating to a Study field site. In the event Testing Facility has any questions or concerns about a Study, Protocol, the Plant Materials, or the site used in its performance of a Study or becomes aware of any incidents or alleged incidents related to the Test Material, Testing Facility shall immediately contact Corteva's designated representative listed in the Protocol, Stewardship Guidelines and/or the Compliance Notebook, or any other designated representative Corteva may identify from time to time for that purpose or as otherwise directed by Corteva.

3.6 Permits: Corteva shall have the responsibility to obtain any required Government Agency Permit(s) for a Study. Testing Facility shall not proceed with a Study without all necessary permits in place. Corteva shall also provide the Study Number, Stewardship Guidelines and/or Compliance Notebook, if applicable, for such Study.

3.7 Performance of Study: Testing Facility shall perform each Study in strict accordance with the instructions and requirements listed in the Protocol, Stewardship Guidelines and/or Compliance

Notebook and in strict accordance with all applicable national, local and site laws, rules, regulations, permits and/or guidelines. Should the Protocol, Stewardship Guidelines and/or Compliance Notebook be modified by Corteva, such modification to be made in Corteva's sole discretion, Corteva will supply Testing Facility updated versions of the Protocol, Stewardship Guidelines and/or Compliance Notebook. Testing Facility shall use professional standards of skill, care and diligence during the performance of a Study. Testing Facility shall not use Corteva's Proprietary Information and Materials or Plant Materials for bedding, grazing, feed, silage, or any other purpose other than as permitted under this Agreement.

3.8 Study Location: Testing Facility agrees to use all reasonable efforts to perform each Study on property owned or Controlled by Testing Facility for the duration of the Study.

3.9 Land Lease: If Testing Facility proposes to undertake a Study on property not Controlled by Testing Facility or Corteva (or its Affiliates) for the duration of the Study, or to continue a Study on property no longer Controlled by Testing Facility or Corteva (or its Affiliates), before initiation or continuation of such Study, Testing Facility shall (i) notify Corteva in writing, (ii) obtain the Controlling party's written agreement to terms and conditions at least as strict as contained in this Agreement, including, without limitation and to the extent applicable, the Protocol, Stewardship Guidelines and/or Compliance Notebook, which may include the use of, and the regulatory and environmental compliance activities on, a Study field site in the year(s) following a Study, such agreement substantially in the form of Appendix 1 (iii) permit Corteva to place and/or use Corteva-owned or third party equipment on site, and (iv) provide a copy of such written agreement to Corteva upon request. For clarity, Testing Facility shall immediately notify Corteva prior to any change in Control of property hosting a Study and proceed with such Study.

3.10 Performance on Corteva Property: If Testing Facility is performing a Study on Corteva's and/or Corteva's Affiliates' property, Testing Facility and any permitted subcontractor of Testing Facility shall be bound by all rules and internal policies of Corteva and Corteva's Affiliates, including certain safety provisions that pertain to the use of Corteva's and/or Corteva's Affiliates' premises. Testing Facility may also be subject to Corteva's and/or Corteva's Affiliates' screening policy unless Corteva and/or Corteva's Affiliates waives such requirement. Except for injury or damage caused solely by the gross negligence of Corteva, Testing Facility agrees to the full extent allowed by law that Corteva and Corteva's Affiliates shall not be liable under any circumstances for any injury or damage done to or suffered by any Testing Facility employee, or by any permitted subcontractor of Testing Facility, while on Corteva's and/or Corteva's Affiliates' premises, and Testing Facility shall assume all risk of such injury or damage while on Corteva's and/or Corteva's Affiliates' premises.

3.11 Study Monitoring: At times mutually agreed to by the Parties or upon reasonable notice by Corteva, Corteva or any third party designated by Corteva, shall have the right to enter the land on which a Study is being conducted for the purpose of harvesting and removing the Plant Materials, monitoring the progress of a Study, inspecting a Study site and all documentation maintained by Testing Facility for such Study, and conducting any regulatory and environmental compliance activities outlined in the Compliance Notebook, Stewardship Guidelines and/or Protocol, including those regulatory and environmental compliance activities that survive Termination or Expiration of this Agreement such as, for example, the monitoring and removal of volunteer plants during the calendar year following seed production and harvest.

3.12 Genetically Modified Plant Material: Testing Facility acknowledges that Corteva may provide Testing Facility with Seed which was intentionally bred to contain genetically modified and/or gene edited Plant Material. Testing Facility acknowledges that pollen produced from the Seed may contain genetically modified and/or gene edited Plant Material and may be deposited outside of Testing Facility's Study sites due to natural forces beyond Corteva's control.

3.13 Isolation of Plant Materials: Testing Facility shall prevent Plant Materials or components thereof from entering any commercial grain stream, food, food products, feed or feed products and shall not sell, give, transfer or distribute Corteva Proprietary Information and Materials, Plant Materials and/or Results to any third party for any reason. Corteva Proprietary Information and Materials and/or Results will be used solely by Testing Facility for its performance of each Study and in strict accordance with the instructions and/or requirements listed in each Protocol, Stewardship Guidelines and/or Compliance Notebook. Additionally, Testing Facility shall use Corteva Proprietary Information and Materials and/or Results in compliance with the Stewardship Guidelines as well as all applicable national, state and local laws and regulations relating to Corteva Proprietary Information and Materials and/or Results, including without limitation, those pertaining to: (i) the transport of Corteva Proprietary Information and Materials; (ii) the protection of the environment; (iii) the handling of Plant Materials; (iv) the performance of the Study; and (v) the destruction of Plant Materials remaining after the performance of the Study. Testing Facility agrees it shall not use Plant Materials for any purpose other than that which is permitted under this Agreement.

3.14 Corteva's rights and Testing Facility's obligations under this Section 3 shall survive any Termination or Expiration of the Agreement.

4. Responsibilities

4.0 Essentials: Except for Test Substances and Equipment provided by Corteva and unless otherwise designated in the appropriate Quotation, Purchase Order or Protocol, Testing Facility will provide the testing facilities, equipment, materials, personnel and all other items necessary for successfully conducting all Studies and Protocols. Testing Facility agrees to perform all Studies and Protocols as an independent contractor and has complete and exclusive control over its employees and agents. Employees of Testing Facility are not considered employees of Corteva for any purpose.

4.1 Restricted Use: Unless otherwise expressly instructed by Corteva in writing, Testing Facility will not:

- a. propagate or increase Plant Materials or microorganism except as specifically provided in the Protocol;
- b. breed with or make crosses or backcrosses with Plant Materials;
- c. multiply or genetically combine Plant Materials with any other plant germplasm or seed treatments;
- d. select variant plants from Plant Materials;
- e. characterize, analyze, isolate, sequence or otherwise reverse engineer any genetic, protein, or metabolic components of Plant Materials or microorganisms including, but not limited to, nucleic acid analysis, proteomics or metabolomics;
- f. analyze, modify or cause to be analyzed or modified the Plant Materials or microorganisms, and/or any seed treatment compounds found in the Seed;

- g. conduct genetic analysis on the Plant Materials or microorganisms, including, without limitation, molecularly characterize, isolate or modify or use any genetic component of the Plant Materials;
- h. chemically or genetically modify the Plant Materials or microorganisms, or otherwise alter its composition;
- i. conduct biotechnology processes including, but not limited, to tissue culturing, mutagenesis or transformation with Plant Materials or microorganisms; or
- j. use Plant Materials for bedding, grazing, feed and/or silage or for any other purpose other than as permitted under this Agreement.

4.2 Principal Investigator: Testing Facility shall identify a Principal Investigator prior to initiation of all Studies. The Principal Investigator is responsible for the overall conduct of all Studies and Protocols and shall work closely with the Study Monitor and Study Director. In the case of GLP Studies, the Principal Investigator may also be the Study Director. Testing Facility shall notify Corteva of its choice of Principal Investigator. If Corteva is dissatisfied with Testing Facility's choice of Principal Investigator, Corteva shall so notify Testing Facility. Testing Facility shall then identify another Principal Investigator and the process shall be repeated until the parties agree on the identity of the Principal Investigator. A Principal Investigator must be approved by Corteva prior to implementation of any GLP Protocol. The parties agree that every GLP Study will be directed and personally supervised by an approved Study Director.

4.3 Quality Assurance: To the extent required by applicable governmental requirements, Testing Facility is obligated to have, via contract or otherwise, a Quality Assurance (QA) Unit, or similar unit, for each Study. The QA Unit's responsibilities include, but are not limited to, reporting immediately to the Principal Investigator or Study Director any deviation from a Protocol including, but not limited to, reporting compliance problems and providing reports regarding QA inspections to the Study Director and Study Monitor (if Corteva is not the Study Director) within thirty (30) days of each inspection. On request by Corteva, Testing Facility shall provide the Study Monitor with copies of all written procedures used for performing QA inspections.

4.4 Regulatory Compliance: Testing Facility agrees to keep current with and perform Studies in compliance with all applicable national, state and local governmental requirements, permits, standard operating procedures, Stewardship Guidelines, Compliance Notebook and applicable Protocols. If applicable governmental requirements appear to be in conflict or ambiguous as to their exact meaning and are relevant to Testing Facility's performance of a Study, Testing Facility will consult with the Study Monitor prior to implementing any procedure that may be impacted by the potentially conflicting or ambiguous requirements. If applicable governmental requirements change during the course of performing a Study, the Principal Investigator shall notify the Study Monitor promptly of such change and any resulting costs, if any, necessary to comply with the change prior to implementing any such change. Corteva shall approve, in writing, any increase of cost and new process (if any).

4.5 Legal Compliance: In carrying out their respective duties and responsibilities under this agreement, the parties shall neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States, EU regulations, or any local laws of applicable countries, or (ii) would have the effect of causing the other party to be in violation of any laws, decrees, rules, or regulations in effect in either the United States, EU regulations, or any local laws of applicable countries. Testing Facility shall

comply with all applicable legal requirements of the country in which his activities are performed. Testing Facility agrees that any income received hereunder, will not be used for any unlawful or illegal purpose. In particular each party to this agreement warrants that it has not made, and that it will not make or permit to be made on its behalf, directly or indirectly, any offer, payment or promise of payment of anything of value to any government official, political party or official thereof, or a candidate for public office, for the purpose of obtaining or retaining business related to this agreement. Breach of the terms set forth in this Section by either party will constitute a material breach and will subject entire agreement to immediate termination by the non-breaching party.

4.6 Property Use and Access: Testing Facility hereby permits Corteva to place and/or use Corteva-owned or third-party Equipment including without limitation unmanned aerial devices on Testing Facility's land for the purpose of collecting data and/or evaluating the Equipment. Corteva agrees to obtain required permits and registrations for these activities. Testing Facility authorizes Corteva to enter onto the property where the Study 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 Testing Facility shall not share such information with any third party.

5. Payments

5.0 Terms: Unless otherwise agreed to in writing, Corteva shall make payments to Testing Facility within 90 days from receipt of a properly prepared and correct Testing Facility invoice in accordance with the terms of this Section, and with the scheduled payment run on or following the invoice due date, subject to the applicable local jurisdiction. Upon receipt of payment from Corteva, Testing Facility shall promptly pay each subcontractor the amount to which such subcontractor is entitled, and Testing Facility shall require each subcontractor to similarly make prompt payments to each of its subcontractors. Travel costs and all other expenses must be taken into account by Testing Facility and are included in the price set forth in the Quotation. Corteva may withhold payment if Testing Facility fails to perform according to the terms of the Study or this agreement. Any funds from previous agreement with Corteva (previously Dow AgroSciences LLC) (K20-1081) will roll over to this agreement.

5.1 Cost Adjustments: To be effective, all authorizations for Testing Facility to perform a Study at a cost greater than that originally authorized in a Purchase Order must be documented in an amended Quotation and reflected in an amended Purchase Order.

5.2 Invoices: Unless otherwise indicated in the Purchase Order, all invoices to Corteva must include the Purchase Order number, name of the Contract Coordinator or Study Monitor, the Corteva Study number or any other Corteva specific study identification, and a brief description of the work. Failure to provide this information could result in delay of payment. Invoices must be sent to Accounts Payable at the address indicated in the Purchase Order.

5.3 Compensation for Subcontracted Work: Any work subcontracted to a third party (in addition to clause 6.3 Subcontracting of our BCTA, i.e. work that the contracted laboratory does not have the capability to conduct) shall be passed on to Corteva at cost. This includes crop destruction and farmer compensation associated with field research studies on off-site field locations.

5.4 Payment Milestones: Payment milestones will be based on the following criterion: Studies less than \$100,000 and less than one year will be invoice 50% upon Protocol or Study initiation 50% issuance of the draft report or submission of the field notebook. Studies over one (1) year or over \$100,000 will have invoicing milestones negotiated at the time of the issuance of the Quotation.

6. Performance of Protocols

6.0 Performance Standards: Testing Facility shall use commercially reasonable efforts to perform Protocols and Studies in accordance with the terms of this Agreement. Testing Facility shall notify Study Monitor immediately if Testing Facility is unable to meet any stated deadline or time for performance indicated in a Protocol. To the extent indicated in a Protocol or on a reasonably frequent basis if not specified in the Protocol, Principal Investigator shall notify the Study Monitor of the progress and status of the Studies being performed by Testing Facility.

6.1 Amendments: Any amendment or revision to this agreement or a Protocol shall be in writing and must be signed by an authorized representative of each party. In the event that the parties agree that the scope of the work to be performed will change such that a new Purchase Order or amended Purchase Order will be needed, Testing Facility will submit a supplemental Quotation to cover the changed work, and if acceptable to Corteva, Corteva will generate a new or amended Purchase Order as appropriate under the circumstances. It is understood that designation as Study Director, Study Monitor, Testing Facility's representative or other such designation does not authorize these individuals to act on behalf of either party to amend this agreement or to amend a Purchase Order or to amend a Protocol unless such individual is specifically authorized to do so.

6.2 Deviations: The Principal Investigator shall promptly notify the Study Director and Study Monitor if any deviation from a standard operating procedure, Protocol, or Stewardship Guidelines occurs. Testing Facility is responsible for taking corrective measures at Testing Facility's expense to minimize the impact of any Deviation.

6.3 Subcontracting: The Principal Investigator shall provide written notice to the Contract Coordinator or Study Monitor concerning any subcontractor which Testing Facility proposes to use to perform any Study activities. Such notice must specify the identity of the proposed subcontractor and activities to be performed by the subcontractor. Subcontractors cannot be employed by Testing Facility without prior written approval of the Contract Coordinator or Study Monitor. If agreed to by the Contract Coordinator or Study monitor, Testing Facility shall notify the subcontractor of the requirements of the Protocol and ensure that all pertinent Protocols and obligations under this agreement are met by the subcontractor. Testing Facility shall be responsible for the performance of all subcontracted obligations and shall ensure that all approved subcontractors comply with all relevant terms and obligations of this agreement for work performed by the subcontractor on behalf of Testing Facility. Testing Facility is solely responsible for payment of the subcontractor for all services rendered by the subcontractor under this agreement.

7. Test Results, Reporting and Archives

7.0 Notifications: Within five (5) days of beginning any in-life activities, Principal Investigator shall notify Study Monitor that such activities have begun, and within five (5) days of ending in-life

activities, Principal Investigator shall notify Study Monitor that such activities have ended, unless otherwise specified in the Protocol.

7.1 Reports: On completion of any Protocol, Principal Investigator shall provide Study Monitor with a final written report and any other reports, documents, or Test Results prepared by Testing Facility or its subcontractors that are specified in the Protocol or Procedure. Unless explicitly stated in the Quotation, a draft of the final report will be submitted to the Study Monitor for review and comment. The reports must clearly disclose Test Results generated during the Study. Such reports must comply with the requirements of the Protocol, and with any applicable governmental requirements. Unless otherwise agreed, the final report must identify the objectives of the Study; describe the methodology used; record essential data; describe the statistical methods used to analyze the data; discuss the Study's results and conclusions; include a copy of the certificates of analysis of the Test Substances; and describe any circumstances that may have adversely affected the quality or integrity of the data. Scientific conclusions and professional judgments arising out of the performance of any Study are the responsibility of Testing Facility and are not subject to instructions given by Corteva.

7.2 Adverse Effects Reporting: Testing Facility agrees that it will provide any information related to adverse effects or potential adverse effects on humans or the environment of Test Substances to Study Monitor immediately so that Corteva may comply with the reporting requirements of the United States Environmental Protection Agency ("EPA") under Section 8(e) of the Toxic Substances Control Act (that is, 15 U.S.C. §2607(e)) and EPA guidance issued with respect thereto, and Section 6(a)(2) of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") and the regulations promulgated thereunder in 40 CFR Part 159 and under any reporting requirements of the United States Department of Agriculture. If Testing Facility becomes aware of any adverse effect(s) or potential adverse effect(s) on human health or the environment related to Test Substances, Testing Facility shall immediately inform Corteva of such information and shall provide Corteva with copies of relevant information concerning such adverse effect(s) by submitting the information to adverseeffects@corteva.com.

7.3 Secure Communications: All required correspondence and reports concerning any Study must be in English and submitted to Study Monitor unless otherwise agreed to in writing. Electronic mail communication may be used where practical but will not be used where the transmission involves Confidential Information unless previously approved by the Study Monitor. Prior to submission of information by electronic mail, the parties must ensure and agree that appropriate security measures are in place.

7.4 Ownership of Results: All final written reports and any other reports, documents, and Test Results are the sole property of Corteva. The parties agree that Corteva shall have the sole right to publish the Test Results of any Study conducted under this agreement. Corteva owns and may use all information, data, reports or records generated under this agreement for any reasonable business purpose. Corteva further has the right to prepare abridgments, condensations or any other compilations to which the final report may be transformed or adapted. Testing Facility agrees that Corteva has the right to present information from Studies to governmental agencies and use such information as evidence in any dispute, litigation or other legal action. Reports and other materials prepared under this agreement are considered a "work for hire" as that term is used relative to copyright laws, and Corteva will own all copyrights in the reports and materials prepared.

7.5 Data Transfer: Except in geographic areas where applicable governmental requirements require archival at the Testing Facility, or where specified otherwise in the Protocol, Test Results and all copies thereof pertinent to a particular Protocol will be transferred to the Study Monitor no later than thirty (30) days after completion of a Study. Notwithstanding the preceding sentence, Testing Facility reserves the right to keep one (1) copy of such Test Results, records and documentation in a secure and confidential archive for the purpose of complying with applicable governmental requirements and to monitor its ongoing obligations under this agreement.

7.6 Data Storage: Testing Facility will collect, store and maintain all Test Results in a manner approved by the Study Monitor and in compliance with applicable governmental requirements. Testing Facility agrees to keep Test Results confidential according to Article 8 hereof, and agrees not to use Test Results for any purpose not authorized under this agreement.

7.7 Archive Compliance: To the extent that Testing Facility is to maintain a complete or partial archive of Test Results pertaining to any Study, Testing Facility warrants and represents that its archives are maintained in conformance with applicable governmental requirements.

7.8 Archive Movement: Testing Facility will notify Contract Coordinator immediately of any material change in the location of archives pertaining to a Study conducted under this agreement. Testing Facility will also immediately inform Contract Coordinator of any decision not to maintain archives applicable to any Studies, and of any inability or unwillingness of Testing Facility to maintain such archives.

7.9 Elimination of Archive: If Testing Facility becomes unable, unwilling, or decides that it will no longer maintain established archives of Test Results for which it has such responsibility, Testing Facility shall promptly transfer all original Test Results and copies thereof to Corteva in condition suitable for archiving according to applicable governmental requirements.

7.10 Loss of Data: Testing Facility is liable to Corteva for theft, disclosure, irreparable injury to or irreplaceable destruction of any Test Results or other materials archived or intended to be archived by Testing Facility that is caused, in any part, by Testing Facility's conduct or failure to act. Timely repair or replacement of any such Test Results or other materials, if possible, is at Testing Facility's expense.

8. Confidentiality

8.0 Non-Disclosure: Corteva understands and acknowledges that the Testing Facility is a governmental entity and is subject to the Louisiana Public Records Law La. Rev. Stat. §§ 44:1 -- 44:4. To the greatest extent permitted by law, the Testing Facility agrees to hold all Confidential Information received or generated under this agreement in confidence and further agrees neither to disclose it to any third party nor allow any third party access to it, nor use it for any purpose other than for furtherance of a Study or for compliance with applicable governmental requirements on behalf of Corteva. Each party agrees to keep all business and technical information such as formulae, Quotations, cost projections, or other Confidential Information received from the other party in confidence, to limit access of Confidential Information only to persons requiring access to accomplish the purposes of this agreement, and to only use such information for the purposes of this agreement. The Testing Facility will immediately notify Corteva of any disclosures required by Public Records law to allow Corteva the opportunity to challenge the disclosure in a court of law.

8.1 No Patenting: Testing Facility shall not file any patent, utility model, or design application(s) related to the Results and Test Substances or any genetic material contained therein nor uses thereof. If Testing Facility files one or more patent, utility mode, or design application using Corteva disclosing of Corteva Confidential Information without obtaining express written permission from Corteva, the parties agree that such violation is a material breach of this agreement.

8.2 Exceptions: The obligations of confidentiality and restricted use set forth above do not apply to information that:

- a. is known to the recipient or to the public before the date of disclosure by or on behalf of the disclosing party, or before the date of its generation by the recipient;
- b. becomes known to the public after disclosure by or on behalf of the disclosing party, or after generation by the recipient hereunder, through no fault of the recipient;
- c. is received by the recipient from a third party, other than a party providing it on behalf of the disclosing party, that has the right to make the disclosure;
- d. is legitimately required to be disclosed to government authorities or by law provided that the information is disclosed solely to those authorities in the required manner on behalf of the disclosing party and provided that the recipient gives the disclosing party notice of such disclosure prior to making the disclosure; or
- e. is approved for release by written authorization from the disclosing party prior to such release.

8.3 Information from Affiliates: To the extent that a Corteva Affiliate receives or provides Confidential Information, Test Substances or other information or materials as a consequence of this agreement, it will be considered as having been received or provided by Corteva and will be subject to the obligations of this agreement.

8.4 Confidentiality Term: All obligations of confidentiality and restricted use set forth in this agreement will begin as of the Effective Date and will expire ten (10) years from the date of expiration or termination of this agreement.

8.5 Release of Information by Corteva: Notwithstanding anything to the contrary in this agreement, nothing in this agreement shall preclude Corteva from disclosing any of Testing Facility's confidential information when it is reasonably necessary to do so as part of the registration or re-registration of a product or to otherwise use Test Results in the manner contemplated by this agreement.

9. Access to Testing Facility's Sites

9.0 Site Visits: Testing Facility hereby agrees to grant to Corteva, Corteva Affiliates and Corteva consultants and agents access to Testing Facility's facilities and contract sites at mutually agreeable times, and with reasonable frequency, during normal business hours for the purpose of observing the progress of a Study, compliance with Stewardship Guidelines, compliance with GLP requirements, or reviewing any Test Results in Testing Facility's possession. If there are any conflicts between a Testing Facility access agreement and the confidentiality provisions of this agreement, the terms of this agreement will control.

9.1 Notification of Inspections: Testing Facility will notify the Contract Coordinator of all requests from any governmental agency or from any other third party to inspect or otherwise gain access to the information, data or materials pertaining to the services performed by Testing Facility under this agreement, prior to allowing any such access. Testing Facility will provide the Contract Coordinator, within thirty (30) days of receipt of the final inspection report, a copy of any audit of the Testing Facility by any governmental agency.

9.2 Request for Information: Testing Facility shall immediately notify the Contract Coordinator of any private or governmental request for information on any ongoing or completed Study conducted under this agreement, including any subpoena or other legal instrument requesting information. Testing Facility shall cooperate fully with any effort by Corteva to narrow the scope of any such request, to obtain a protective order limiting the use or disclosure of information, or to obtain continued protection of the confidentiality of data provided by Corteva hereunder. In any event, Testing Facility agrees to grant access to Testing Facility's facilities or contract sites to any authorized government representative, when required by applicable governmental requirements, to inspect the facility and all records and materials required to be maintained regarding a Study. During such inspections, Testing Facility agrees to provide the government representative with appropriate scientific and quality assurance support pertinent to the Study.

9.3 Data Defense: At Corteva' request and expense, a qualified representative of Testing Facility will appear as a witness before, or prepare a written statement for, a court, governmental agency, or other organization to explain or discuss any and all aspects of any Study performed by Testing Facility hereunder. The fees for such assistance shall be paid by Corteva and must not exceed the fees customarily charged by Testing Facility for such services. The services shall be provided at times mutually agreed by the parties, or as required by the court, governmental agency or other organization.

10. Term and Termination

10.0 Work under this Agreement: The terms of this agreement include the Quotation and the Purchase Orders signed or generated before the expiration of this agreement; provided that, the terms of the Quotation and the Purchase Order are consistent such that it is clear that the parties have agreed to the financial terms and work to be performed.

10.1 Termination of Services: Corteva has the right to terminate any Study at any time prior to its completion or initiation without cause by giving Testing Facility written notice of termination thirty (30) days prior to the date of termination or prior to its initiation. In the event of such notice, Testing Facility agrees to immediately use its best efforts to reduce the cost to Corteva. In case of termination, other than for a material error in the performance of a Study, Corteva will only be obligated to pay Testing Facility all of Testing Facility's costs that have been incurred. Additionally, neither termination of a Study, nor termination or expiration of this Agreement shall relieve Testing Facility of any regulatory and environmental compliance obligations such as those outlined in the Protocols, Stewardship Guidelines and/or Compliance Notebooks including, but not limited to, monitoring for volunteer plants at a Study site.

10.2 Access to Data: In the event of termination of this agreement or a Study, Corveva remains entitled to full access to, and Testing Facility will convey on request, all Test Results generated by Testing Facility up to the date of termination of the Study.

10.3 Remaining Plant Materials: Any remaining Plant Materials specifically related to a terminated Study, and all remaining Plant Materials upon termination or expiration, shall be destroyed or returned in accordance with the applicable procedures found in the Protocol, Stewardship Guidelines and/or Compliance Notebook or as instructed by Corveva. Testing Facility shall provide written confirmation to Corveva of the destruction. If Testing Facility has any questions regarding the disposition of Plant Materials, Testing Facility shall promptly contact the designated Corveva representative.

11. Insurance, Warranties, and Liability

11.0 Proof of Insurance: Corveva acknowledges and understands that the Testing Facility is self-insured.

11.1 Corveva Confidential Information and Materials are experimental in nature and are provided to Testing Facility "as is". Testing Facility accepts full responsibility, liability and accountability for all actions or omissions undertaken by or on behalf of Testing Facility arising out of or in connection with this Agreement. CORTEVA MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AS TO ANY MATTER, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO (i) AS TO THE VALIDITY OR ACCURACY OF THE CORTEVA CONFIDENTIAL INFORMATION AND TEST SUBSTANCES, (ii) AS TO THE MERCHANTABILITY, FITNESS AND SAFETY OF ANY TEST SUBSTANCE, RESULT OR PRODUCT FOR A PARTICULAR PURPOSE, (iii) WHETHER THE ACTIVITIES, TEST SUBSTANCES WILL NOT RESULT IN SAFETY OR HEALTH HAZARDS TO EMPLOYEES, WORKERS OR PURCHASERS OF PRODUCTS, (iv) THAT THE EXERCISE OF THE RIGHTS GRANTED BY CORTEVA UNDER ANY AGREEMENT DO NOT INFRINGE PATENTS OR ANY OTHER RIGHTS OF ANY THIRD PARTY, AND (v) CORTEVA MAINTAINING OR ENFORCING ITS RIGHTS UNDER CORTEVA CONFIDENTIAL INFORMATION AND TEST SUBSTANCES.

11.2 Indemnification for Work Performance and Infringement: Testing Facility agrees to defend and indemnify Corveva and hold Corveva harmless from any and all judgments, orders, decrees, awards, costs and expenses, including attorney's fees, settlements and claims, on account of property damage or personal injury, including death, which may be sustained by Testing Facility, its employees, Corveva, its employees, a subcontractor, its employees or third persons, arising out of or in connection with acts or omissions of Testing Facility or of a Testing Facility's subcontractor under this agreement, except where negligent conduct on the part of Corveva is the sole cause of such claim. Testing Facility likewise agrees to defend and indemnify Corveva and hold Corveva harmless from any suit for infringement of third-party intellectual property or the breach of Testing Facility's confidentiality obligations

11.3 Indemnification for Fines: Testing Facility agrees to indemnify Corveva for any fines or other payments Corveva makes that are the result of Testing Facility's or a Testing Facility subcontractor's failure to comply with any applicable governmental requirements or as the result of

any material breach of this agreement. Insofar as any obligations hereunder should reasonably be required of any subcontractor used by Testing Facility, Testing Facility shall require the subcontractor to abide by such obligations of Testing Facility.

11.4 Indemnification for Site Reclamation: Testing Facility agrees to indemnify Corteva for any site reclamation costs relating to any removal of residues required by law as well as for any liability arising under any applicable governmental requirements governing disposal of contaminated soil or water whenever Testing Facility is responsible for site selection; provided that, such law and liabilities existed prior to performance of any Protocol hereunder or such costs and liabilities arise from improper or incorrect performance by Testing Facility of the applicable Protocol. If site reclamation costs and liabilities arise where a Protocol has been properly performed but arises as a consequence of a change in the law since the Protocol was initiated or completed, Testing Facility shall immediately notify Corteva and immediately take reasonable action to mitigate such costs and liabilities, if possible. Any site reclamation costs and liabilities arising from proper performance of a Protocol but which have arisen as a consequence of a change in the law since the Protocol was initiated or completed shall be apportioned among all parties according to the law at the time the cost or liability arises.

11.5 Unintended Pollination Disclaimer: CORTEVA DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THE UNINTENDED POLLINATION OF TESTING FACILITY'S CROPS OR THE CROPS OF THIRD PARTIES WITH THE POLLEN OF GENETICALLY ENGINEERED MATERIAL CONTAINED IN TESTING SITES, SUCH LIABILITY TO REMAIN EXCLUSIVELY WITH TESTING FACILITY.

11.6 Liability for Improper Performance: Improper performance of a Study, in whole or in part, is a material breach of this agreement, although it is not the sole material obligation herein. Specifically, but not by way of limitation, it is a material breach of this agreement if at any time a Study is rendered invalid for its intended purpose due to Testing Facility's conduct or failure to act. In the event a Study is improperly performed, Testing Facility shall either (a) repeat, or have the improperly performed procedure(s) repeated, in a timely manner and at Testing Facility's expense or (b) promptly refund the contract price for the improperly performed procedure(s) to Corteva, at Corteva's option. Choosing one option or the other is not Corteva's sole remedy for such breach hereunder, but merely allows Corteva to resolve the immediate need to have the Study completed in a timely manner.

11.7 Liability for Timeliness: If at any time Testing Facility determines that a Study will not be completed within the time agreed upon, Testing Facility shall immediately submit a written request seeking Corteva's approval for setting a new completion date; the request shall include a justification for the extension requested. If Corteva agrees that the request justifies an extension and such extension would not cause Corteva to miss a deadline to which it has committed, Corteva will agree to the new completion date. If Testing Facility fails to complete a Study in the time period set forth in a Purchase Order and/or Protocol for that Study (or an extended time period agreed to by Corteva), and if such delay is neither the fault of Corteva nor excused under Section 12.0 hereof, then Testing Facility shall incur a penalty of five percent (5%) of the originally agreed upon payment for the Study for each two week period of delay. Notwithstanding the above, Corteva shall not forego any remedies that it may have as a consequence of a missed deadline.

12. Miscellaneous

12.0 Force Majeure: If a party's performance is delayed or prevented by any event clearly beyond such party's control including, but not limited to, acts of God (natural disaster), fire, explosion, disease, weather, war, insurrection, civil strife, riots, or governmental action, that party is excused from performing its obligations under this agreement to the extent of and during the reasonable continuance of such event. Testing Facility agrees to notify Corteva promptly of the occurrence of such an event. Any deadline for time of performance in the Protocol which falls due during or subsequent to the occurrence of any of the disabilities referred to herein shall be automatically extended for a period of time equal to the period of such disability. Testing Facility will use reasonable efforts to mitigate the effects of any force majeure.

12.1 Inventions: Testing Facility shall report all inventions and Test Results arising from Testing Facility's performance under this agreement that are related to Test Substances or Confidential Information provided by Corteva under this agreement. All such inventions and Test Results are the sole property of Corteva. Testing Facility (i) agrees to assign and hereby assigns all of its ownership rights to such inventions and Test Results and (ii) hereby grants to Corteva a paid-up, exclusive, world-wide, irrevocable, royalty-free, sub-licensable, license to practice under any other rights arising out of any Study. Testing Facility, upon request by Corteva and at Corteva's expense, agrees to aid Corteva as necessary in establishing Corteva's rights to such inventions as follows. Testing Facility, through its employees and representatives or subcontractors, shall reasonably assist Corteva in obtaining patent protection on all inventions of interest to Corteva that arise from Testing Facility's performance under this agreement. Such assistance shall include provision of invention disclosure documents that include data and examples, causing the execution of assignments and other instruments and provision of such documents as Corteva may consider reasonably necessary or appropriate to the obtaining of patent protection in the name of Corteva or Corteva Affiliate. The Parties shall cooperate to facilitate compliance with the duty of disclosure requirements for patent application filing.

12.2 Assignment: Corteva Agriscience LLC shall have the right to assign any of its rights and/or delegate all or any of its duties or obligations, in whole or in part, directly or indirectly, under this Agreement without prior written notice of or the prior written consent of the other [Party/Parties] to this Agreement (i) to one or more of its Affiliates or (ii) in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its assets to which the subject matter of this Agreement relates.

12.3 Use of names: Neither party shall use the other party's name or the names of the other party's employees, affiliates or agents in any advertising or sales promotional material or in any publication without prior written permission except when Corteva or Corteva Affiliate seeks to obtain patent protection on inventions arising from the Testing Facility's performance under this agreement.

12.4 Notices: All notices given under this agreement will be in writing delivered to the receiving party's representative designated in the appropriate Purchase Order or delivered to the receiving party's principal place of business.

12.5 Waiver: Any waiver of any provision of this agreement shall not be deemed a waiver of such provision or of any other term, provision, or condition of this agreement in the future. No delay

on the part of Testing Facility or Corteva in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either Testing Facility or Corteva of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.6 Headings: The headings used in articles and sections of this agreement are for reference purposes only and shall not be considered in the interpretation of this agreement.

12.7 Tax law: Upon request by Corteva, Testing Facility shall assist Corteva in complying with applicable governmental tax laws and regulations by, for example, reporting to Corteva the dollar amount which Testing Facility expended on research activities on behalf of Corteva during the year.

12.8 Non-exclusivity: This agreement is not intended to be an exclusive contract and Corteva retains the right to employ other contract research companies or other entities to perform any or all of the types of Studies contemplated by this agreement.

12.9 Severability: If any provision of this agreement is held to be illegal or unenforceable, that provision or parts thereof shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain enforceable and in full force and effect. If the absence of such provision causes a material adverse change in either the risks or benefits of this Agreement to either party, the parties shall negotiate in good faith a commercially reasonable substitute or replacement for the invalid or unenforceable provision.

12.10 Conflict of documents: If any conflict exists between this agreement, a Purchase Order and/or a Protocol, with respect to technical or regulatory matters the Protocol shall take precedence followed by the Purchase Order, and this agreement shall prevail in all remaining matters.

12.11 Dispute resolution, remedies: The parties will use all reasonable efforts to amicably resolve any disputes arising under this agreement. Except as otherwise expressly stated in this Agreement, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

12.12 Governing law: This agreement shall be interpreted and governed in all respects by the law of the State of Louisiana, without regard to its conflicts of law provisions. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within the State of Indiana and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

Commented [SM1]: Per our state law, La RS 38:2196, we cannot waive Louisiana jurisdiction. Alternatively, we can intentionally omit this section.

12.13 Export Compliance: Testing Facility will not export, or re-export, any technology, products, and software, received from Corteva, the direct products of that technology, those products, and that software, in violation of any applicable government's export-control, customs laws, and regulations, including those of the United States. This obligation survives expiration of this agreement.

12.14 Limited Grant: No right or license of any kind is granted nor is to be implied under this agreement, except to the extent reasonably necessary for the performance of the Studies hereunder. Nothing in this agreement shall be construed to require Testing Facility and Corteva to enter into any future business or technical relationship or understanding, nor shall this agreement be construed in any way as any commitment to Testing Facility with respect to the Test Substances beyond the Studies set forth in this agreement.

12.15 Integration: This Agreement contains the entire understanding of the parties. The terms of this Agreement shall govern, in the case of conflict, over terms contained in any document including, but not limited to, quotes, invoices, proposals or purchase orders, regardless of which party has provided the document.

12.16 Electronic Signature: This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, electronic signature, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement. 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.

12.17 Previous Agreements (if applicable): This Agreement supersedes any previous agreements to like subject matter.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized representatives and delivered in duplicate originals.

AGREED TO AND ACCEPTED BY:

SIGNED FOR AND ON BEHALF of
The City of New Orleans

SIGNED FOR AND ON BEHALF of
Corteva Agriscience LLC

By: Authorized Signatory

By: Authorized Signatory

Printed Name

Printed Name

Title

Title

Date

Date

The City of New Orleans, City Council

By: City Council President

Form and Legality Approved by
The Law Department

By: _____

Printed Name: _____

Appendix 1
Landowner Agreement for GMO Trials

[NAME OF LANDOWNER] ("Landowner") acknowledges that **COMPANY NAME**, ("**Company Name**") will be conducting field trials on behalf of Corteva Agriscience LLC or its Affiliates (Corteva) on Landowner's parcel of land measuring [NUMBER OF FEET] feet x [NUMBER OF FEET] feet ([NUMBER OF ACRES] acres total) as outlined on the attached map hereinafter referred to as the "Research Plot(s)".

Notice is hereby given to Landowner that the field trial(s) undertaken by **COMPANY NAME** on Corteva's behalf ("Field Trials") on Landowner's property contains genetically modified organisms ("GMOs"). Therefore, Landowner expressly agrees all field trials, GMOs and grain produced from the field trials has are subject to the following restrictions:

- To the extent applicable, the Product Use Guide provided by **COMPANY NAME** shall be strictly adhered to.
- Resulting grain and plant material shall be destroyed immediately following harvest and every reasonable precaution shall be made to prevent the resulting grain or plant material from such Field Trial(s) from entering food, food products, feed, feed products and/or the commercial grain stream.

Landowner expressly acknowledges and agrees that:

- Corteva's seed, crop, and plants produced therefrom and any information related to the Field Trial belongs at all times to Corteva and this seed, crop, plants and information must be protected by Landowner.
- Landowner, nor anyone else other than Corteva, has any right or title to such seed or the plants and pollen produced from the Field Trial seed or the crop produced there-from or information related to the Field Trial.
- Landowner will take all reasonable steps to limit access by persons not authorized by **COMPANY NAME** and/or Corteva to the Research Plots or production therefrom and to so notify **COMPANY NAME** and/or Corteva in the event that such unauthorized persons attempt to access the Research Plots. All information related to the Field Trial is confidential and proprietary to Corteva.
- **COMPANY NAME** and/or Corteva may, at its sole discretion, require the Field Trial to be immediately destroyed. **COMPANY NAME**, Corteva and/or any third party designated by Corteva, shall have the right to enter the Research Plots for the purposes of harvesting, data collection, monitoring the progress of the Field Trial, inspecting the Research Plot sites and conducting any regulatory and environmental compliance activities, including any such compliance activities required by applicable laws, regulations or permits or Corteva in subsequent planting seasons, including, without limitation, and restrictions or prohibitions regarding future crop planting(s).
- Seed, plants or plant parts derived from the seed shall not be transferred to any third party. No seed or crop derived from the seed may be saved for replanting or sold for seed by the Landowner, nor will Landowner permit any other third party to use for seed or sell for seed any of the grain produced from the Field Trial planted by **COMPANY NAME**.
- **COMPANY NAME** shall perform and retain control of all activities needed to manage the Research Plots and/or implement any agronomic or compliance activities.
- **COMPANY NAME** shall harvest the seed and all seed and grain is to be disposed on site.

- Landowner agrees that now and during the field trial for the above-described acres and crops grown thereon, that there are no and there shall be no liens or claims which might result in a claim to the seed, plant material or crop to be produced from the Research Plot.

Landowner's signature expressly indicates that Landowner has read and understands the above restrictions on the Research Plots and/or harvested crop and makes these agreements for the benefit of Corteva. This Agreement shall become effective on the date of signature by the Landowner and will be in effect for the duration of the field trials and any applicable post-harvest monitoring period.

Printed Name: _____

Signature: _____

Date: _____



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____
