

K22-126

AGREEMENT FOR CONTRACT RESEARCH

This Agreement for Contract Research ("**Agreement**") effective as of _____, 20____ ("**Effective Date**"), is entered into by and between Syngenta Crop Protection, LLC, with offices located at 410 Swing Road, Greensboro, NC 27409 ("**Syngenta**") and the City of New Orleans' Mosquito, Termite & Rodent Control Board, with offices at 2100 Leon C. Simon Drive, New Orleans, LA 70112 (hereinafter referred to as a contract research organization or "**CRO**").

WHEREAS, Syngenta wishes to have CRO perform certain research for Syngenta or its Affiliates (as defined below) in accordance with the terms and conditions of this Agreement; and

WHEREAS, CRO wishes to perform such research for Syngenta or its Affiliates in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Syngenta or its Affiliate shall provide to CRO, or shall direct CRO to obtain, certain samples of Syngenta's (or a Syngenta Affiliate's) crop protection compound(s), seeds, or other materials (collectively "**Samples**"). Syngenta (on behalf of itself or its Affiliates, as applicable) hereby grants to CRO a non-exclusive, non-transferable license to use the Samples solely for the purpose of performance of certain research pursuant to written protocols or statements of work provided by Syngenta or its Affiliate to CRO from time to time pursuant to this Agreement (the "**Protocols**"). Any Protocols shall be considered an integral part of this Agreement, and the parties shall endeavor to cross-reference such Protocols with this Agreement; provided, that the terms of this Agreement shall control with respect to any conflicting terms contained in any Protocol or purchase order issued in connection with this Agreement. CRO shall perform the requested research in accordance with said Protocols and further agrees to conduct the research in accordance with all standard operating procedures and separate instructions received from Syngenta or its Affiliate (including without limitation, instructions to terminate the use of any Sample and/or to destroy or return to Syngenta any unused portion of a Sample). The CRO shall maintain records for the receipt, use and disposal or return of Samples and any associated reference materials, progeny and derivatives, and will take all reasonable measures to ensure that there is no unauthorized access to or use of the Samples. For the purposes of this Agreement, "**Affiliate**" shall mean, in relation to CRO, a company which controls, is controlled by, or is under common control with CRO, and shall mean, in relation to Syngenta, a company which is controlled by Syngenta AG or one of its subsidiaries. For purposes of this definition of Affiliate, "control" shall mean possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.
2. CRO shall not use Samples for any purpose other than as specified in each Protocol. CRO is specifically prohibited from using the Samples for analysis, reverse engineering, or in any research that is subject to disclosure, consulting, assignment or licensing obligations benefiting any other party, whether an institution, agency, company or individual. Moreover, with respect to any Samples that are seeds, CRO specifically agrees NOT to:
 - (i) conduct side by side comparisons of traits or germplasm (except as specifically directed by Syngenta's Protocols),
 - (ii) undertake any reverse engineering or propagate any genetic materials,
 - (iii) sell, lease, license, or transfer to third parties any of the Samples or any progeny or derivatives thereof, or
 - (iv) save seed or grain produced from the Samples or give the same to any other person or entity for planting.

In the event of a conflict between the terms of this Agreement and/or the Protocol and any restrictions that appear on the packaging of Samples (including but not limited to, a seed bag tag, bag or label), the terms of this Agreement and/or Protocol shall prevail. CRO agrees that to the extent not addressed in this

Agreement and/or the Protocol, the restrictions that appear on the packaging of Samples shall remain in full force and effect.

CRO shall provide all facilities, land, supplies and staff necessary to complete the research in accordance with this Agreement.

3. Syngenta and CRO acknowledge trials conducted under this Agreement may be of an experimental nature that may involve experimental pesticides which have not yet received EPA registration and/or may include USDA and EPA regulated seed. CRO agrees to comply with crop destruct provisions included in the Protocol, and to make every effort to avoid release of the Samples or materials produced from the Samples in accordance with said Protocols into the food and feed system.
4. Syngenta shall pay CRO a mutually agreed fee(s) for conducting the Protocols. The parties shall document such mutually agreed fee(s) along with the Protocols.
5. CRO represents and warrants that:
 - a) It is fully experienced, properly qualified, registered, permitted, licensed, certified, equipped, organized and financed to perform the research. If CRO is an individual employed by a university or other institution or entity, CRO shall provide to Syngenta documentation evidencing CRO's authorization from CRO's employer to enter into this Agreement and that this Agreement and work performed thereunder will not be subject to any university, institution or entity requirements.
 - b) CRO shall perform research in a manner consistent with this Agreement, including the Protocols, and with that level of care and skill ordinarily exercised by other professional contractors in similar circumstances.
 - c) CRO, its employees, agents and subcontractors, shall ensure that the services performed hereunder (including any work under or in furtherance of the Protocol as well as the importation, transport, use, maintenance and disposition of the Samples) will be conducted in strict accordance with all appropriate local, national and international guidelines and regulations and observe and comply with any and all laws, ordinances, rules and regulations of any and all governmental authorities bearing on the performance of the research hereunder. For clarity, (i) to the extent the Sample contains or consists of Enogen Seed or Enogen Grain, CRO, its employees, agents and subcontractors, shall comply with the Enogen Stewardship Requirements, and (ii) unless otherwise directed by Syngenta, CRO shall be responsible for ensuring that the appropriate signage is posted, and records retained according to the Worker Protection Standard ("WPS") requirements.
 - d) CRO shall comply with the Syngenta Minimum Supplier Standards attached hereto as Appendix A and "Compliance: A Guide for Third Parties" available at <https://www.syngenta.com/sites/syngenta/files/seeds/supplier-information-for-new-products/compliance/ethics-and-integrity-third-party-guide-english.pdf> or otherwise provided by Syngenta ("Minimum Supplier Standards"). Notwithstanding anything else to the contrary, this Agreement may be terminated by Syngenta if, at any time, in Syngenta's sole discretion, Syngenta determines that CRO fails to comply with the Minimum Supplier Standards.
6. In performing research for Syngenta pursuant to this Agreement, CRO shall comply with the following requirements:
 - a) CRO shall allow Syngenta representatives and agents access to visit test sites (including for the purposes of taking research-related photographs, aerially or otherwise) and view files associated with any research being conducted pursuant to this Agreement.

- b) CRO shall allow a representative of Syngenta's Quality Assurance Unit to inspect CRO's facilities to determine compliance with any stewardship or compliance requirements and/or the Good Laboratory Practice regulations and to audit any and all research being conducted pursuant to this Agreement and any related Protocol ("**Syngenta Studies**") and any documentation related to any Syngenta Studies at any time during normal CRO business hours. The CRO agrees to respond to all Syngenta facility inspections and data audits with the intended actions within the specified time, or notify the Syngenta contact or study director of any delay in meeting the specified date.
 - c) CRO shall notify the Syngenta contact or study director in the event of a facility inspection or a Syngenta data audit by any government authority, including but not limited to the Environmental Protection Agency ("**EPA**"), the United States Department of Agriculture ("**USDA**") or the Food and Drug Administration ("**FDA**"). In the event that the Syngenta data audit is a spontaneous, unplanned event during the course of a facility inspection, CRO shall not distribute any Syngenta Proprietary Information, as defined below, to any government auditor until CRO notifies the Syngenta contact or study director of such auditor's or agency's request and Syngenta is permitted the opportunity to oppose such disclosure by appropriate legal action. All records containing confidential, proprietary, or trade secret information that Syngenta submits to CRO, pursuant to the Public Records Law, § 44:3.2, will contain a cover sheet that provides in bold type "**DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET INFORMATION.**"
 - d) CRO shall perform the research as an independent contractor, and shall have complete control over its employees and agents. CRO shall not subcontract any portion of the research without the prior written approval of Syngenta, which approval Syngenta may grant or withhold in its sole discretion. No such approval shall relieve CRO from any of its obligations set forth in this Agreement and, further, CRO shall continue to be primarily responsible to Syngenta for the conduct of research whether or not subcontracted by it. CRO shall ensure that any approved subcontractor shall be bound by the terms of this Agreement including without limitation those provisions relating to auditing rights, confidentiality, Syngenta Proprietary Information, Work Product (as defined below), Enogen Stewardship Requirements, insurance, and indemnification.
 - e) CRO personnel will immediately inform Syngenta of any unexpected or adverse findings arising from the research hereunder so that Syngenta can determine, as soon as possible, whether or not the findings are reportable to the U.S. EPA under TSCA 8(e) or FIFRA 6(a)(2) (or to any other governmental authority under applicable laws or regulations).
7. CRO acknowledges that all Samples, Protocols and information provided by Syngenta or its Affiliates to CRO under this Agreement, as well as any information and results (including photographs and other imagery) obtained from the research are considered by Syngenta to be confidential and proprietary (hereinafter also referred to as "**Syngenta Proprietary Information**") and further that the unauthorized disclosure or misappropriation of Syngenta Proprietary Information, even without intent to harm, may cause substantial and irreparable harm to Syngenta for which Syngenta may not have an adequate remedy at law. CRO shall not disclose any Syngenta Proprietary Information to any third party without Syngenta's prior written permission, including without limitation Syngenta Proprietary Information relating to the Samples, Protocols and research performed by CRO hereunder, including the nature and existence of the parties' relationship and the agreement to conduct the trials, unless such disclosure is required by law. If such disclosure is required by law or requested by legal process, CRO shall notify Syngenta promptly and prior to disclosure to permit Syngenta the opportunity to oppose such disclosure by appropriate legal action.
 8. Syngenta shall have sole ownership and title to all documentation (including photographs and other imagery), records, raw data or work product (collectively, "**Work Product**") generated during CRO's performance of the research, and all such Work Product shall be delivered to Syngenta upon Syngenta's request. CRO shall assign to Syngenta all rights, title and interest in and to such Work Product.
 9. CRO shall promptly disclose to Syngenta all inventions, discoveries and improvements relating to any Sample and derived from the research conducted under this Agreement or a related Protocol. All such inventions, discoveries and improvements shall be the sole and exclusive property of Syngenta or its

Affiliates and considered Syngenta Proprietary Information of Syngenta or its Affiliates. Upon the reasonable request of Syngenta or its Affiliates, CRO shall provide all materials and information (the "Materials") necessary for Syngenta or its Affiliates to apply for and pursue intellectual property protection, and CRO agrees to execute any assignments or other documents reasonably necessary to convey to Syngenta full and exclusive title and interest to and in all intellectual property and any other documents reasonably necessary for prosecution of the same. Syngenta does not have any obligation whatsoever to offer to CRO any intellectual property rights in the event Syngenta or a Syngenta Affiliate determines not to pursue any such rights resulting from CRO's use of the Materials, and CRO will not pursue any associated patent filings or other intellectual property protections except as expressly authorized in advance by Syngenta.

10. Unless otherwise authorized by Syngenta in writing, CRO is strictly prohibited from making any Public Disclosure which references Syngenta Proprietary Information or results of the research conducted under this Agreement or a related Protocol. "Public Disclosure" shall be defined to include the submission of any written article for journal review, the submission of any abstract to conference organizers, publication of any article, presentation of any poster, or oral disclosure at any meeting involving an audience including people other than those directly supervised and employed by the CRO. This provision applies regardless of whether or not the information pertaining to Syngenta Proprietary Information is in the public domain.
11. CRO shall secure and maintain in full force and effect throughout the performance of the research hereunder policies of insurance for (a) Workmen's Compensation, (b) General Liability, and (c) Automobile Liability having policy limits, deductibles and other terms appropriate to the conduct of CRO's business. Certificates providing evidence of such insurance shall be provided to Syngenta upon its request.
12. In the event of a material error by CRO in the performance of any research which renders such research invalid, CRO shall do one of the following, at Syngenta's sole discretion: (i) repeat the research at CRO's own cost, or (ii) refund to Syngenta or its Affiliate the associated fee, or (iii) enter into a new agreement with Syngenta or its Affiliate.
13. CRO will carry out the research under this Agreement and the related Protocols at its own risk. Syngenta and its Affiliates, directors, officers, agents and employees will have no liability in connection with CRO's use of the Samples or Syngenta Proprietary Information, whether or not such use is in accordance with this Agreement or a Protocol.
14. CRO shall indemnify Syngenta from any claims by CRO's employees or others arising out of CRO's acts or omissions giving rise to any personal injury, death, or property damage, including the property of CRO, occurring during the time the research is conducted and from any claim arising from the breach of any of the obligations imposed on CRO pursuant to this Agreement or any applicable laws or regulations, including, but not limited to, the FIFRA Good Laboratory Practice regulations, 40 CFR § Part 160.
15. Each party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such party's reasonable control, including, but not limited to, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, terrorism, or power failure, provided that such performance shall be excused only to the extent of and during such disability. Any time specified for completion of performance in the Protocol falling due during or subsequent to the occurrence of any of such events shall be automatically extended for a period of time equal to the period of such disability. CRO will promptly notify Syngenta if, by reason of any of the events referred to herein, CRO is unable to meet any such time for performance specified in the Protocol. If any research is invalid as a result of such disability, CRO will, upon written request from Syngenta, repeat that part of the research affected by the disability.
16. This Agreement shall commence as of the date above and shall remain in effect for an initial period of one (1) year. Notwithstanding any termination or expiration of this Agreement, CRO shall not at any time use or otherwise disclose Syngenta Proprietary Information to any third party.

- a) With or without cause, Syngenta or its Affiliate may at any time terminate any research under this Agreement or a related Protocol prior to completion by giving written notice to CRO. In such event, CRO shall immediately comply with such notice to terminate work on the research and use its best efforts to reduce cost to Syngenta, and Syngenta or its Affiliate shall pay CRO upon receipt of CRO's invoice of all of its out-of-pocket costs actually incurred or irrevocably obligated through the date of termination; however, such costs shall not exceed the previously agreed upon fee.
 - b) Either party may terminate this Agreement in the event of breach of a material obligation of the other if such breach remains uncured after thirty (30) days' notice.
 - c) The CRO may terminate this Agreement at any time during the term of the Agreement by giving Syngenta written notice of the termination at least 30 calendar days before the intended date of termination.
 - d) The termination of this Agreement for any reason shall not relieve either party of its obligation to the other for obligations in respect of (i) confidentiality of information, (ii) indemnification, (iii) compensation for services performed, and (iv) governmental compliance obligations.
 - e) Upon termination of any research, CRO will discontinue its use of the Samples and destroy any remaining Samples including any progeny or derivatives unless otherwise agreed upon by Syngenta.
17. This Agreement shall not be assigned in whole or in part by CRO without the prior written consent of Syngenta, which consent shall not be unreasonably withheld or delayed. Any attempt to assign this Agreement without Syngenta's consent shall be void and of no effect. Syngenta may assign this Agreement, without CRO's consent, to any party including without limitation, any Affiliate or successor entity by way of merger or reorganization, sale of assets or equity or otherwise.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana as if made and fully to be performed in that state and without regard to any state's conflict of laws principles.
19. No waiver of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver of any such provision, or of any other provision or condition of this Agreement. If all or any part of any provision of this Agreement is held to be invalid or unenforceable the remainder (if any) of the provision and all other provisions will remain valid and enforceable to the fullest extent permissible by law.
20. All notices given pursuant to this Agreement will be sent by pre-paid certified mail, overnight courier or hand delivery with signed receipt to the addresses set out below or to such other addresses as notified from time to time in accordance with this Section:
- To CRO: At the address first noted above.
- To Syngenta: At the address first noted above, to the attention of: Legal Counsel
21. This document sets forth the entire Agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be changed or modified in any manner except by an instrument signed by the duly authorized officers of each of the parties hereto, which document shall make specific reference to this Agreement and shall express the plan or intention to modify same.

Appendix A

Minimum Supplier Standards

1 Introduction

Syngenta has committed to upholding the principles set out in the Universal Declaration of Human Rights of the United Nations and the International Labor Organization's Core Conventions. These include: freedom of association; the right to organize and collective bargaining; non-discriminatory remuneration; and minimum working age. The core conventions forbid practices such as unlawful discrimination, child labor, bonded labor and slavery.

This document is based on the key rules and regulations which apply within Syngenta and which implement the above commitments which are specified in detail in articles 22 to 24 of the Syngenta Code of Conduct. This document forms an integral and binding part of the contractual relationship between the respective Syngenta Group Company and your company (the "Supplier").

2 Freedom of Association and Collective Bargaining

- Where recognized in accordance with local laws, the Supplier shall recognize unions and collective worker representations for collective bargaining and negotiation purposes regarding the terms and conditions of employment.
- No employee or employee representative of the Supplier must be subject to discharge, discrimination, harassment, intimidation or retaliation for exercising his or her lawful right to associate or bargain collectively.

3 Working Hours / Wages & Benefits / Conditions of Work

- The regular working hours of the Supplier's employees must not exceed any limits defined by local laws. If there are no local laws requiring overtime payments, the Supplier must follow ILO regulations which require that any working hours in excess of 48 during any workweek must be voluntary and must be compensated at one and one quarter times the employee's regular rate.
- All employees of the Supplier must receive a wage no less than the national minimum wage.
- The Supplier shall ensure that all employees work in a safe environment at all premises under the Supplier's control.
- The Supplier shall comply with all applicable environmental rules, obligations and laws applicable to the operations at the Supplier's premises.

4 Child Labor

- The supplier must not use any child labor. Child labor is considered any work or activity that interferes with the full time schooling of a child and/or is mentally, physically, socially or morally dangerous and harmful to children. In addition, the Supplier must not employ children younger than the legal minimum working age for children, and must not employ young person's to undertake dangerous or hazardous work.

5 Discrimination

- The Supplier shall ensure that hiring, placement, remuneration, advancement, training and disciplinary decisions within the Supplier are consistent with local law. If there are no local laws prohibiting discrimination in the workplace, Supplier agrees not to make any employment decisions on an individual's gender, age, nationality, ethnicity, race, color, creed, caste, language, disability, organizational membership, opinion, health status, marital status, maternity, sexual orientation, or the employee's civic, social, or political distinctiveness.

6 Illegal, Forced, Bonded & Compulsory Labor

- The Supplier must not use or benefit from any illegal labor, including illegal migrant labor, nor will the Supplier use or benefit from any forced, compulsory and/or bonded labor.

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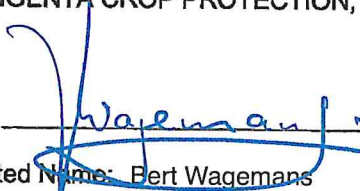
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IN WITNESS HEREOF, the parties have caused their duly authorized representatives to execute this Agreement for Contract Research as of the Effective Date.

SYNGENTA CROP PROTECTION, LLC

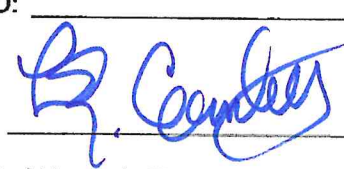
By: 

Printed Name: Bert Wagemans

Title: Technical Manager Product Biology

Date: March 9, 2022

CRO: _____

By: 

Printed Name: LaToya Cantrell

Title: Mayor

Date: 3/28/22



FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans