K20-1081

BLANKET CONTRACT TESTING AGREEMENT

between

New Orleans Mosquito, Termite, and Rodent Control Board
(NOMTRCB)
2100 Leon C. Simon Dr.
New Orleans, LA 70122
(hereinafter "Testing Facility")

and

Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, Indiana 46268
(hereinafter "DAS")

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Whereas, DAS 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 evaluating DAS Test Substances and conducting Studies and Protocols in support of product development or regulatory submissions to be made by DAS.

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

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 "Term" means this agreement begins on JANUARY 01, 2021 ("Effective Date') and expires on JANUARY 01, 2026

1.1 "Confidential Information" includes Test Substances, the existence of this agreement, all information relating to the Test Substances, Studies, Protocols, Purchase Orders, Test Results and other information to the extent indicated as confidential at the time of disclosure, or which reasonably should be known by Testing Facility to be confidential. DAS 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 part of the Confidential Information protected under this agreement.

1.2 "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. A Protocol may be amended only by a written document which is acknowledged by both parties.

1.3 "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.

1.4 "Study Monitor" is a DAS or DAS 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 be the Study Director as agreed to by the parties.

1.5 "Contract Coordinator" is a DAS or DAS Affiliate employee who is 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.

1.6 "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 and Contract Coordinator. With respect to GLP Studies, the Principal Investigator may be the Study Director as agreed to by the parties.

1.7 "Test Substances" are DAS compound(s), composition(s), seed(s) and progeny thereof, proprietary gene(s), and/or formulation(s) identified in a Protocol. Test Substances are the subject of the testing performed by Testing Facility under this agreement.

1.8 "Test Results" are any and all data, information, Equipment Data, documentation, reports, records, descriptions of standard operating procedures, laboratory notebooks, 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 or the performance of a Study.

1.9 "GE Material" means a type of Test Substance that is a genetically engineered plant or seed material subject to governmental laws and regulations.

1.10 "RTSOP" means regulated transgenic standard operating procedures for the handling and cultivation of GE Materials. RTSOP's are considered part of any Protocol or Quotation that references a RTSOP and applies to all work conducted with GE Materials.

1.11 "**Equipment**" DAS-owned or third-party equipment provided by DAS for use in connection with the implementation of a Protocol or the performance of a Study, including without limitation unmanned aerial devices, cameras, grain monitors, planting sensors, insect monitors, moisture sensors, soil sensors, robots, wireless data transfer devices, or other similar sensors, monitors or devices, even if they are attached to the land or farming machines used by Testing Facility to implement the Protocol or perform the Study.

1.12 "**Equipment Data**" data and all other information generated by the Equipment and information, algorithms or results derived therefrom.

1.13 "Purchase Order" refers to a written document provided by DAS that contains information equivalent or similar to that found on the attached Exhibit A. Unless otherwise agreed to by the parties in writing, the Purchase Order will be prepared based on a Quotation prepared by Testing Facility. 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 "DAS Affiliate" means any entity which directly or indirectly owns or controls DAS, or is owned or controlled by DAS, or is under common ownership or control with DAS. This includes Corteva, Inc., E.I. DuPont de Nemours and Company d.b.a. (Corteva Agriscience), and Pioneer Hi-Bred International Inc.

2. Nature of and Authorization for the Transaction

2.0 Competency: Testing Facility represents and warrants that it has the expertise, facilities, equipment, and personnel for carrying out Studies 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: Any testing involving animals will comply with applicable governmental animal welfare requirements (for example, the Animal Welfare Act (as amended), 7 U.S.C. §2131 et seq., and its implementing regulations, 9 C.F.R. Parts 1-12), and with the current American Association for Laboratory Animal Care practices. If Testing Facility provides Quotations which include the use of animals in any Study or Protocol, the Testing Facility shall provide DAS with confirmation of full compliance with Dow AgroSciences, LLC's Animal Welfare standard. At a minimum, Testing Facility shall complete an in-depth questionnaire, providing 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 approval from DAS.

2.2 Multiple Studies: Testing Facility may conduct one or more Studies for DAS or DAS Affiliates under this agreement which are intended to validly support product applications or to provide documentation for experimental use permits, registration, amended registration, re-registration, or other such product applications, petitions or submissions or to generate other documentation intended to be used for the purpose of securing government approvals necessary to market products related to Test Substances.

2.3 Protocol: A Protocol for each Study will be provided by DAS, or prepared by Testing Facility and approved by DAS. If prepared by Testing Facility, Testing Facility shall ensure that the Protocol will comply with all existing pertinent regulatory guidelines unless DAS agrees in writing to allow deviations that improve the utility of the study.

2.4 Purchase Order: Implementation of all Studies and Protocols under this agreement must be authorized by a Purchase Order. Conduct under each Purchase Order is controlled by the terms of this agreement, and each Purchase Order and the Quotation against which the Purchase Order was prepared are incorporated into this agreement on the date the Purchase Order is authorized.

2.5 Agents for DAS: DAS and Testing Facility agree that DAS Affiliates, shall have the right to perform acts on behalf of DAS 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, DAS 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 confidence 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, and any material produced from Test Substances including pollen, seeds and the like. 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, unless contrary to the Protocol, in accordance with any other obligations regarding the Test Substances set forth in this agreement. 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. When Test Substances include plant seed or other viable plant material, Testing Facility agrees not to use such plant Test Substances (whether inbred or hybrid seed) 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 SEED AND NOT TO ALLOW ANY LIEN OR CLAIM TO BE PLACED THEREON.

3.3 Safety Data: DAS shall provide Testing Facility with information and safety data applicable to the Test Substances including, if appropriate, certificates of analysis. 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, DAS 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. DAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES FOR THE TEST SUBSTANCES AND CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION DISCLOSED UNDER THIS AGREEMENT, ACCURACY, RELIABILITY, COMPLETENESS, NON-INFRINGEMENT, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,

AND MERCHANTABILITY, AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW.

3.4 Disposition: Unless directed by DAS or indicated in the Protocol, Testing Facility shall return to DAS, at Testing Facility's expense, all Test Substances remaining after completion of a Study.

3.5 Genetically Engineered Material: Testing Facility understands and acknowledges that some Test Substances in the form of plant seed or plant material may constitute GE Material, some of which may not be: (i) approved for food, feed or cultivation in the country where the Protocol is being performed without appropriate permits; (ii) approved for export to other countries; and/or (iii) otherwise acceptable to certain grain markets. Testing Facility understands that unintended pollination of Testing Facility's crops or the crops of third parties with pollen from GE Material could occur to crops surrounding testing sites, and that to prevent unintended pollination of Testing Facility's crops or the crops of third parties, Testing Facility will keep adequate isolation distance around testing sites in accordance with the requirements set forth in the applicable Protocols and RTSOPs. DAS shall be responsible for obtaining any necessary movement and release permits, such as from USDA, necessary to provide GE Material to Testing Facility.

3.6 Studies with GE Materials: In the event Testing Facility will be conducting a Study involving breeding services or open field trials of GE Material that is not approved for food, feed or cultivation in the country where the Protocol will be performed, Testing Facility shall adhere to the following in addition to any specific handling or testing requirements set forth in any Protocol:

a) For the U.S. and other countries where DAS has developed a RTSOP, all relevant procedures outlined in the RTSOP, as may be revised or superseded from time to time by DAS, shall be followed. The RTSOP shall be provided by DAS or DAS Affiliate; provided, however that if Testing Facility does not have a copy of the RTSOP, it shall be the responsibility of Testing Facility to request a copy of the RTSOP from DAS. The RTSOP may include, but not be limited to; training manuals, training presentations, movement and release permits, isolation distance requirements, pre-plant and harvest notification, in-season monitoring, post-season monitoring, and shipping procedures. All required forms shall be supplied by DAS and shall be completed by Testing Facility and returned to DAS within the time period specified.

b) For Canadian sites, the procedures as outlined by the Canadian Food Inspection Agency's (CFIA) Directive 2000-07, as may be amended or superseded, currently available at http://www.inspection.gc.ca/english/plaveg/bio/dir/dir0007e.shtml shall be followed, in conjunction with the terms and conditions outlined in the letter of authorization received from the CFIA. The CropLife Canada manual for compliance management of confined field trials is recognized by the CFIA and may be used as a guideline. This manual is updated on a regular basis.

c) For sites outside of the United States and Canada (or other countries where DAS has developed an applicable RTSOP), the Compliance Management of Confined Field Trials of Genetically Engineered Plants manual published by CropLife International, as may be

amended or superseded, currently available at http://www.croplife.org/library/attachments/56a8d128-6f81-42b3-932c-66da85d6220c/4/Field%20Trials%20Compliance%20Management.pdf shall be followed. If the download link is not effective, the manual can be obtained through the CropLife home page at http://www.croplife.org/.

d) Regardless of the country where any GE Material may be moved, DAS' RTSOP 2.0 should be followed as a standard for shipping practices unless the local shipping requirements are more specific or stringent. Movements or releases of GE Material under DAS' permits or notifications must be coordinated in advance with DAS.

3.7 Land Lease: In the event Testing Facility needs to rent land to conduct a Study, Testing Facility shall enter into a written agreement with the landowner, or leaseholder of the land, to conduct the Study. Such agreement must provide the right for Testing Facility to enter the land in subsequent years in accordance with a Protocol or an RTSOP and permit DAS to place and/or use DAS-owned or third-party Equipment in accordance in section 4.5 and such written agreements, or copies thereof, will be made available by Testing Facility upon request by DAS, DAS Affiliates and DAS consultants and agents.

4. Responsibilities

4.0 Essentials: Except for Test Substances and Equipment provided by DAS and unless otherwise designated in the appropriate 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 DAS for any purpose.

4.1 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. In the case of GLP Studies, the Principal Investigator may also be the Study Director. Testing Facility shall notify DAS of its choice of Principal Investigator. If DAS is dissatisfied with Testing Facility's choice of Principal Investigator, DAS 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 DAS 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.

4.2 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. For all GLP Studies, a QA representative must be identified in the Protocol. 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 Monitor within thirty (30) days of each inspection. On request by DAS, Testing Facility shall provide the Study Monitor with copies of all written procedures used for performing QA inspections.

4.3 Regulatory Compliance: Testing Facility agrees to keep current with and perform Studies in compliance with all applicable national, state and local governmental requirements, standard operating procedures, and applicable Protocols. The parties agree that Testing Facility's failure to comply with such requirements will constitute a material breach of this agreement. 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.

4.4 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 or any 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 or any 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 4.4 by either party will constitute a material breach and will subject entire agreement to immediate termination by the non-breaching party.

4.5 Property Use and Access: Testing Facility hereby permits DAS to place and/or use DAS-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. DAS agrees to obtain required permits and registrations for these activities. Testing Facility authorizes DAS 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 DAS and constitutes intellectual property of DAS, and Testing Facility shall not share such information with any third party.

5. Payments

5.0 Terms: Unless otherwise agreed to in writing, DAS shall make payments to Testing Facility within 90 days from receipt of a properly prepared and correct Supplier 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 DAS,

Supplier shall promptly pay each subcontractor the amount to which such subcontractor is entitled and Supplier 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. DAS may withhold payment if Testing Facility fails to perform according to the terms of the Study or this agreement. Unspent funding from previous agreement will roll over into next 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 DAS must include the Purchase Order number, name of the Contract Coordinator or Study Monitor, the DAS Study number or any other DAS 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 Payment Milestones: Payment milestones will be based on the following criterion:

a. 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;
b. Studies over $100,000 and less than one year will be invoiced as follows:
    a. 40% upon Protocol or Study initiation
    b. 60% upon issuance of the draft report
c. Studies longer than one (1) year will be 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 not subcontract or assign its rights and obligations set forth in this agreement, in whole or in part, without the prior written consent of the Study Monitor. 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 Deviations: The Principal Investigator shall promptly notify the Study Monitor if any deviation from a standard operating procedure, Protocol, or RTSOP occurs or appears necessary to facilitate taking reasonable corrective measures at Testing Facility's expense. Deviations from Protocols and RTSOP must be approved in advance by DAS.

6.2 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. Where agreed to by the parties, a draft of the final report may 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 DAS.

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 DAS 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 DAS of such information and shall provide DAS with copies of relevant information concerning such adverse effect(s) by submitting the adverse effects report form located at http://www.dowagro.com/stewardship/agchemicals/adverseeffects/form.htm

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 DAS. The parties agree that DAS shall have the sole right to publish the Test Results of any Study conducted under this agreement. DAS owns and may use all information, data, reports or records generated under this agreement for any reasonable business purpose. DAS 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 DAS 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 DAS 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 DAS in condition suitable for archiving according to applicable governmental requirements.

7.10 Loss of Data: Testing Facility is liable to DAS for 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: 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 DAS. 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.

8.1 No Patenting: Testing Facility shall not file any patent, utility model, or design application using or disclosing any DAS Confidential Information. If Testing Facility files one or more patent, utility model, or design applications, disclosing or using DAS Confidential Information, the parties agree that such violation is a material breach of this agreement. In addition to all other rights and remedies available to DAS, Testing Facility hereby grants DAS a paid-up, exclusive, world-wide, irrevocable, royalty-free, sub-licensable, license to practice under any rights coming out of such applications.

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 DAS 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 DAS 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 DAS: Notwithstanding anything to the contrary in this agreement, nothing in this agreement shall preclude DAS 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 DAS, DAS Affiliates and DAS 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 RTSOPs 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 DAS 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 DAS 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 DAS' 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 DAS 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: DAS 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 DAS. In case of termination, other than for a material error in the performance of a Study, DAS will pay Testing Facility all of Testing Facility's costs that have been incurred.

10.2 Access to Data: In the event of termination of this agreement or a Study, DAS 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.

11. Insurance and Liability

11.0 Proof of Insurance: Testing Facility warrants that it has or will secure and maintain in full force and effect throughout the performance of any Study, appropriate insurance that is customary for entities performing work such as that contemplated under this agreement. Certificates evidencing such insurance will be made available for examination on the request of DAS.

11.1 Indemnification for Work Performance: Testing Facility agrees to defend and indemnify DAS and hold DAS 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, DAS, 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 DAS is the sole cause of such claim.

11.2 Indemnification for Fines: Testing Facility agrees to indemnify DAS for any fines or other payments DAS 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.

11.3 Indemnification for Site Reclamation: Testing Facility agrees to indemnify DAS 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 DAS 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.

11.4 Unintended Pollination Disclaimer: SPONSOR 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 GE MATERIAL CONTAINED IN TESTING SITES, SUCH LIABILITY TO REMAIN EXCLUSIVELY WITH TESTING FACILITY.

11.5 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 DAS, at DAS' option. Choosing one option or the other is not DAS' sole remedy for such breach hereunder, but merely allows DAS to resolve the immediate need to have the Study completed in a timely manner.

11.6 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 DAS' approval for setting a new completion date; the request shall include a justification for the extension requested. If DAS agrees that the request justifies an extension and such extension would not cause DAS to miss a deadline to which it has committed, DAS 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 DAS), and if such delay is neither the fault of DAS 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, DAS 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 DAS 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.

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 DAS under this agreement. All such inventions and Test Results are the sole property of DAS. Testing Facility, upon request by DAS and at DAS' expense, agrees to aid DAS as necessary in establishing DAS' rights to such inventions as follows. Testing Facility, through its employees and representatives or subcontractors, shall reasonably assist DAS in obtaining patent protection on all inventions of interest to DAS 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 DAS may consider reasonably necessary or appropriate to the obtaining of patent protection in the name of DAS or DAS Affiliate. The Parties shall cooperate to facilitate compliance with the duty of disclosure requirements for patent application filing. Within one (1) year of notification of such invention and further provided that such invention relates solely to testing methods or processes typically used in conducting Studies, DAS shall grant to Testing Facility, on the request of Testing Facility, a non-transferable, non-sublicensable, royalty-free, non-exclusive license to practice such methods or processes solely for Testing Facility's internal use.

12.2 Assignment: Except as expressly provided herein, this agreement may not be assigned by Testing Facility without the prior consent of DAS. DAS may assign this agreement and the rights, obligations and interests, in whole or in part, to any DAS Affiliate, or to any purchaser of all or substantially all of the assets in the line of business to which this agreement pertains, or to any successor corporation, including one that results from re-incorporation, merger or consolidation of DAS with or into such purchaser or such corporation. Upon assignment, this agreement shall be binding upon and inure to the benefit of the assignee.

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 DAS or DAS Affiliate seeks to obtain patent protection on inventions arising from the Testing Facility's performance under this agreement.

12.4 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 bid to cover the changed work, and if acceptable to DAS, DAS 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, to amend a Purchase Order or to amend a Protocol unless such individual is specifically authorized to do so.

12.5 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.

12.6 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.

12.7 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.

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

12.9 Non-exclusivity: This agreement is not intended to be an exclusive contract and DAS 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.

12.10 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.

12.11 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.

12.12 Dispute resolution: The parties will use all reasonable efforts to amicably resolve any disputes arising under this agreement.

12.13 Governing law: This agreement shall be interpreted and governed in all respects by the law of the State of Indiana, without regard to its conflicts of law provisions.

12.14 Export Compliance: Testing Facility will not export, or re-export, any technology, products, and software, received from DAS, 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.

12.15 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 DAS 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.

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

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 **New Orleans Mosquito, Termite, and Rodent Control Board (NOMTRCB)**	SIGNED FOR AND ON BEHALF of **Dow AgroSciences LLC**
	John Carman (Dec 14, 2020 14:54 CST)
By: Authorized Signatory	By: Authorized Signatory
Printed Name	John L. Carman Printed Name
Title	Global Lead R&D Services Title
Date	December 14, 2020 Date

Additional signature if required by City of New Orleans

By: Authorized Signatory

LaToya Cantrell
Printed Name

Mayor
Title

December 21, 2020
Date

Exhibit A

Invoice To:

ACCOUNTS PAYABLE DEPT
DAS TEAM - NAPSC
P. O. BOX 2009
MIDLAND, MI 48641-2009

Supplier:

CONTRACT RESEARCH ORGANIZATION
STREET ADDRESS
CITY, STATE
COUNTRY, POST CODE

Telephone:

Date Printed:

Purchase Order Number:
Confirmed To:
Commitment Date:

Deliver To:

DOW AGROSCIENCES LLC
9330 ZIONSVILLE RD
INDIANAPOLIS, IN
USA 46268-0000

Buyer: Telephone:
Freight Terms:
Gross Amount:

SEND TO ATTENTION OF: Contract Coordinator

TRANSPORT MODE: Least expensive that insures delivery date
DELIVERY TERMS: Destination
OWNERSHIP TRANS PT: Dow AgroSciences

DO NOT INVOICE SALES TAX
If taxable, Dow AgroSciences will remit tax to authorities under a direct pay permit. Permit numbers - Indiana 3916340; Michigan 35-1781118; Texas 3-01143-2587-8

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This Purchase Order between _____ (Testing Facility) and Dow AgroSciences LLC Sponsor) is controlled by and subject to the terms and conditions contained in the Blanket Contract Testing Agreement effective on _____ between the same parties. This Purchase Order is also subject to all terms, conditions, specifications, references and instructions contained herein and/or attached hereto.

Unless otherwise directed by Sponsor, all invoices to Sponsor should be sent to Accounts Payable as listed above and include, in addition to the Purchase Order Number, (at a minimum) the following information:

Name of Contract Coordinator:
Sponsor's Study Number:
Sponsor's PTR Number:
Description of Work Completed (including item number invoiced).

Invoices should match exactly the items listed below. Failure to provide this requested information may delay payment of invoices.

****

Item	Material	Delivery Date	Quantity	Unit	Price per Unit	Total Price

Items and other pertinent bid information will be entered here.
****CONTINUED****

PLEASE SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, FREIGHT BILLS AND BILLS OF LADING.

Requisitioner: Bldg: Telephone: FAX:

Authorized by:_____