

PRODUCT TRANSFER AND EVALUATION AGREEMENT  
FOR UNIVERSITY PERFORMANCE/RESEARCH TRIALS

University of Tennessee  
Grants & Contracts Administration  
2621 Morgan Circle, 103 Morgan Hall  
Knoxville, TN 37996-4500  
Attn: Cynthia Nichols

January 24, 2013 ("Effective Date")

Dear Ms. Nichols:

Pioneer Hi-Bred International, Inc. and its Affiliates ("Pioneer") welcomes the opportunity to assist the University of Tennessee ("University") (Pioneer and University individually, a "Party"; together the "Parties") in its performance/research trials by providing seed of certain Pioneer seed products ("Samples"). Affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by a Party to this Agreement. Notwithstanding the preceding sentence and for clarity, Pioneer is the only affiliate of E.I. du Pont de Nemours that is bound by the terms and conditions of this Agreement. As stated, with the exception of Pioneer and/or its directly owned or controlled affiliates, E.I. du Pont de Nemours and all its other directly owned or controlled affiliates, are specifically excluded from this Agreement and, therefore, are not bound by the terms and conditions of this Agreement. In order to provide Samples in a manner that is consistent with Pioneer's policy on intellectual property, Pioneer asks that University agrees to accept Samples under the terms and conditions set forth in this Product Transfer and Evaluation Agreement for University Performance/Research Trials ("Agreement").

1. "Samples" mean the commercial seed products provided and/or any progeny derived therefrom and/or any plants, plant parts and/or components of Samples and/or progeny. If the seed transferred to University includes hybrid seed, Samples also mean any parental line that may be unintentionally included with the hybrid seed. Samples will be shipped under separate cover identifying Samples as being provided under the terms and conditions of this Agreement. University will be notified of approval and release for shipment through an email message that will identify Samples as being provided under the terms and conditions of this Agreement.
2. Pioneer is providing Samples solely for inclusion in field, greenhouse and/or laboratory performance/research trials conducted by and under the control of University ("Evaluation"). University agrees not to:
  - a) give, transfer and/or distribute Samples to any third party, including any person or entity involved in breeding and/or the production of seed even if said person and/or entity is employed by and/or under contract to UNIVERSITY, except as required to dispose of grain, forage and/or harvested seed produced from a crop grown from Samples;
  - b) give, transfer and/or distribute Samples outside the US;
  - c) propagate or increase seed of Samples beyond the production of a single crop;

- d) make crosses or backcrosses with Samples;
  - e) select variant plants from Samples;
  - f) characterize, analyze, isolate, modify and/or otherwise reverse engineer any genetic components of Samples, including, but not limited to, nucleic acid analysis;
  - g) conduct biotechnology processes including, but not limited to, tissue culturing, mutagenesis, or transformation with Samples;
  - h) grant or cause to be placed any lien or claim against Samples.
3. University will provide Pioneer with a copy of the data and conclusions of Evaluation. University may publish the results of Evaluation as part of its practice of evaluating commercial hybrids and varieties for their adaptation and agronomic performance in the state of Tennessee. University will send Pioneer a copy of any public disclosure of data and/or conclusions from Evaluation intended for publication in a peer-reviewed journal, where specific Pioneer proprietary hybrids and/or varieties are identified, at least sixty (60) days prior to submitting the disclosure for publication. After review of the intended public disclosure in a peer-reviewed journal, Pioneer may, at its sole discretion, request that University identify specific Pioneer proprietary Samples in such a way so as not to reveal their actual hybrid and/or variety designations; for example, Pioneer corn hybrid 3394 might be identified as Pioneer Corn Hybrid 1 or Pioneer Corn Hybrid A.
  4. Pioneer retains all rights, title and interest in Samples. No commercial license from Pioneer is given or implied by the transfer of Samples to University or by this Agreement. Additionally, Pioneer seed products may contain third party technology to which no rights are granted. It is the responsibility of the University to obtain the appropriate authorizations to conduct research with Samples containing patented technology held by a third party.
  5. University will not use Pioneer's name or support of this research for any advertising or product labeling without prior written authorization from Pioneer.
  6. University agrees to comply with all applicable laws and regulations, including current guidelines, which may be contained in provisions of applicable Technology Agreements, Product Use Guides and/or other documents, including stewardship documents, measures and obligations accompanying the Samples, relating to the growing of a crop from Samples and the disposition of grain, forage and/or harvested seed produced from said crop. Pioneer may change or update any of the foregoing as needed. In the event of a conflict between/among any of the provisions of the foregoing listed documents and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. If Evaluation includes transgenic Samples, University shall use Samples only for the purposes of yield or other comparative field testing. Further, if Evaluation includes Samples that contain Monsanto's Roundup Ready® gene technology, then University will use only a Monsanto branded glyphosate. University Agrees not to use any experimental glyphosate compounds and to use only registered/commercially available insecticides, fungicides and/or nematicides, according to label instructions, on Samples. Only herbicides, insecticides, fungicides and/or nematicides labeled by all regulatory agencies for use on a specific crop will be applied to Samples of that specific crop. Failure to comply with such laws, regulations and/or guidelines is a material breach of this Agreement. Further, it

is understood that University is an independent contractor and not an employee or agent of Pioneer.

7. PIONEER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SAMPLES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. UNIVERSITY IS SOLELY RESPONSIBLE FOR ANY CLAIMS OR LIABILITIES, WHICH MAY ARISE AS A RESULT OF ITS EVALUATION OF SAMPLES AND THE GRAIN, FORAGE OR HARVESTED SEED PRODUCED FROM SAMPLES HOWEVER ANY LIABILITY OF UNIVERSITY TO PIONEER AND THIRD PARTIES FOR ANY CLAIMS, DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATED TO ACTS PERFORMED BY UNIVERSITY UNDER THIS AGREEMENT IS GOVERNED BY THE TENNESSEE CLAIMS COMMISSION ACT, T.C.A. SECTIONS 9-8-301, *ET SEQ.*
9. This Agreement will expire five (5) years from the Effective Date of this Agreement ("Expiration") or upon sixty (60) days written notice by either Pioneer or University, at any time, or automatically upon material breach of this Agreement ("Termination").
10. On each anniversary of this Agreement, until Expiration or Termination, University will cease all use of Samples received during the previous year, University will destroy any remaining seed of those Samples and dispose of any grain, forage and/or harvested seed produced from those Samples, through legally established channels, within thirty (30) days and provide written confirmation to Pioneer.
11. At Expiration or Termination, University will cease all use of any Samples received under the terms and conditions of this Agreement, University will destroy any remaining seed of any Samples received under the terms and conditions of this Agreement and dispose of any grain, forage and/or harvested seed produced from any Samples received under the terms and conditions of this Agreement, through legally established channels, within thirty (30) days and provide written confirmation to Pioneer.
12. If any provision of this Agreement is found to be invalid, in whole or in part, the other provisions or the remaining portion of such provisions shall not be affected and shall remain in full force and effect.
13. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

14. Upon execution of this Agreement, University and Pioneer agree that the Product Transfer and Evaluation Agreement for University Performance Trials between University and Pioneer with an Effective Date of July 15, 2008, is terminated as of the Effective Date of this Agreement (except for those provisions that by their nature survive termination) and is superseded in its entirety by this Agreement.

UNDERSTOOD, ACCEPTED AND APPROVED BY  
UNIVERSITY OF TENNESSEE and  
PIONEER HI-BRED INTERNATIONAL, INC.:

Authorized University Official:

By: Melinda Jones  
Melinda Jones  
Budget Director

Date: 2/25/2013

Authorized Pioneer Official:

By: Amy L. Cigan  
Amy L. Cigan  
Licensing Manager

Date: March 14, 2013