

STANDARD NATIVE TRAITS LICENSE AGREEMENT

(Basic Trait)

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between

Syngenta Crop Protection AG, having its registered office at Schwarzwaldallee 215, CH-4058 Basel, Switzerland ("Syngenta"); and,

Contracting entity name, having its registered office at Contracting entity registered office address, {Postcode}, {City}, {Country} ("Licensee")

(together and interchangeably the "Party (ies)").

WHEREAS,

A. Syngenta has developed one or several native traits technologies relating to:

{Traits list}

as claimed in certain patent applications and patents;

B. Licensee is interested in obtaining rights under the Patent Rights, as defined hereunder, to exploit such technology for research, development and commercial use in plants, plant material and plant tissue cultures;

NOW, THEREFORE, in consideration for the mutual covenants herein contained, the Parties agree as follows:

1. DEFINITIONS

Affiliate	Any corporation, firm, limited liability company, partnership, or other entity that directly or indirectly controls, or is controlled by, or is under common control with a Party to this Agreement. For the purpose of this definition, control means ownership, directly or through one or more Affiliates of: (i) greater than fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation, (ii) greater than fifty percent (50%) of the equity interests in the case of any other type of legal entity, (iii) status as a general partner in any partnership, or (iv) any other arrangement whereby a Party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity.
Commercial Seed	Seed material comprising the NT Technology sold by or for Syngenta in its original package.
Effective Date	The date of the last Party signing this Agreement.
Improvement Invention	Any invention or improvement which cannot be made, used or commercialized but for the license granted hereunder.

Licensed Seeds Product(s)	Any seed (including any other form of propagating material) of: {CropName1} {CropName10} which, in the course of production, use, sale, importation or other disposition would, in the absence of this license, infringe a Valid Claim of any Patent Right.
Net Sales	The gross sales of any Licensed Seed Product, less (1) cash and trade discounts and returns actually granted to the purchasers, as customary in the industry, and (2) sales taxes paid on such sales.
NT Technology	Native traits technology relating to: {TraitInCropType} as claimed in Patent Right(s).
Non-for- Profit Entity	An incorporated organization that exists solely for educational or charitable reasons, from which its shareholders and/or trustees do not benefit financially, and which is by statute or law recognized as a tax exempt organization.
Patent Rights	Syngenta's patents and patent applications listed in Annex 1 including any substitutions, extensions, reissues, reexaminations, renewals, divisions, continuations, or continuations-in-part. Syngenta reserves the right to update Annex 1 in case of changes.
Territory	Worldwide.
Valid Claim	A claim of any unexpired patent or patent application which shall not have been finally withdrawn, canceled, or disclaimed, nor held invalid by a court of competent jurisdiction or any administrative body in an un-appealed or un-appealable decision.

2. LICENSE GRANT

2.1 As from the Effective Date and subject to the terms and conditions of this Agreement, Syngenta hereby grants to Licensee and its Affiliates a royalty-bearing, non-exclusive, non-transferable license, without – unless explicitly permitted herein – the right to sublicense, under the Patent Rights, strictly limited to use Commercial Seed comprising the NT Technology to breed, develop, make, have made, offer for sale and sell Licensed Seed Products under Licensee primary seed brand within the Territory. Licensee shall be entitled to extend this license to Affiliates by giving written notice to Syngenta provided that the Affiliate agrees to be bound by all obligations under this Agreement.

2.2 No other license. No license is granted under any of the Patent Right(s) other than the limited use rights under Article 2.1. No license is granted to molecular markers or methods of selection for the purpose of breeding or seed production. No license is granted to any intellectual property right (including utility patents or plant breeders' right) which protects the plant variety in the Commercial Seed as such, other than for the purpose of breeding. No

license is granted to stack and combine the NT Technology with any other technology proprietary to Syngenta including but not limited to crop protection chemicals, genetically modified traits or other trait technology proprietary to Syngenta unless such other technology is separately licensed to Licensee.

2.3 Licensee is only entitled to start breeding and development from Commercial Seed obtained by Licensee after the Effective Date, unless such breeding and development is explicitly permitted by law. Licensee shall provide Syngenta, within thirty (30) calendar days after the Effective Date, satisfactory written evidence about the source and the date when Licensee obtained said Commercial Seed.

2.4 Licensee agrees that Licensee's compliance with the obligations under Article 2.1, 2.2, and 2.3 should be auditable upon Syngenta's request. The audit should be performed by inspection of Licensee's breeding books by an independent, qualified auditor appointed by Syngenta. The auditor shall only report compliance or non-compliance with this obligation. The costs of the audit are born by Syngenta unless non-compliance is found, under which circumstances all costs are borne by Licensee. Non-compliance is deemed to be a material breach under this Agreement.

2.5 Any grower who purchases Licensed Seed Products is granted a limited sublicense under Article 2.1 for the use of Licensed Seed Products for the purpose of producing a single plant of:

{CropName1}{CropName2}{CropName3}{CropName4}{CropName5}{CropName6}{CropName7}{CropName8}{CropName9}{CropName10}

For the avoidance of doubt this license does not include the rights of any vegetative propagation. Licensee shall affix to the labeling of a Licensed Seed Product the wording as provided in Annex 2 attached hereto. Licensee shall at the first request of Syngenta provide Syngenta with a certified copy of such label. Licensee further agrees that the preceding terms shall also be included by Licensee in the conditions or terms of sale involving any Licensed Seed Product.

2.6 Quality. Licensee shall ensure that all of the Licensed Seed Products comply with all applicable laws and regulations in each part of the Territory.

2.7 Brands. In connection with the sales of Licensed Seed Products, Licensee shall use Licensee's primary retail brand on all packaging, promotional material, or advertising related to the Licensed Seed Products. Such Licensee's primary retail brand shall be the major retail brand used by Licensee in each country for marketing, promoting, distributing and selling the Licensed Seed Products. Licensee shall inform Syngenta prior to the Effective Date of the primary retail brand intended to be used in the countries where the Licensed Seed Products are sold. Licensee may change the primary retail brand with the prior consent of Syngenta, whose consent shall not be unreasonably withheld.

2.8 Patent and license markings. Licensee shall mark or cause to be marked in a legible manner on a conspicuous part of the packaging of the Licensed Seed Products the wording as provided in Annex 2 attached hereto. Syngenta is entitled to change this wording in good faith.

3. LICENSE FEE AND ROYALTY PAYMENT

3.1 Licensee shall pay to Syngenta a royalty of ___% (_____ percent) of Net Sales invoiced by Licensee for the sale of any Licensed Seed Product.

3.2 Royalties shall be due on the sale of Licensed Seeds Products where either (i) the production, (including processing, treating, packaging and storing) of such Licensed Seeds Products, or (ii) the sale of such Licensed Seeds Products, occurs in a country where a Valid Claim exists.

3.3 The financial year shall be from September 1 to August 31 and royalties for each year shall be due and payable by 1st December of the following financial year. A written accounting statement shall be submitted with each royalty payment stating the total amount of Licensed Seed Products made and distributed and the total of Net Sales during the preceding financial year and the calculation of annual royalties due. All sums due shall be paid in Euros to Syngenta Crop Protection AG within 30 calendar days upon receipt of an invoice. Payments that are overdue or delayed over a 30- calendar day default period are subject to a service charge of 1.75 % per month until paid.

3.4 Licensee shall keep complete and accurate records for the purposes of calculating royalties payable under this Agreement. Syngenta shall have the right to inspect such records upon five (5) business days' prior written notice, during Licensee's regular business hours, for the purposes of verifying the royalty accounting statements. Such records shall be kept and examination thereof shall be limited to a period of time no more than three (3) calendar years immediately preceding the request for examination. The costs of the inspection are born by Syngenta unless non-compliance is found, under which circumstances all costs are borne by Licensee. Non-compliance is deemed to be a material breach under this Agreement.

3.5 Most favoured royalty terms.

3.5.1 If Syngenta grants any third party more favourable royalty conditions than the conditions granted hereunder after the Effective Date, then Syngenta shall offer the same conditions to Licensee, provided that (1) the terms and condition of said other agreement are essentially the same as the conditions under this Agreement and/or (2) Syngenta receives no non-monetary benefits under said other agreement.

3.5.2 Affiliates of Syngenta are not considered third parties under Article 3.5.1.

3.5.3 Damage payments from infringers, out of court settlements or royalty payments from compulsory licenses or agreements under which Syngenta receives additional benefits in form of cross-licenses do not fall under this provision.

3.6 Humanitarian use. If Licensee is Non-for-Profit Entity and intends to commercialize the Licensed Seed Product for use solely in Developing Countries or Least Developed Countries and solely for humanitarian or Non-for-Profit purpose, then upon written request and explanation by Licensee, acceptable to Syngenta, along with any reasonably requested supporting materials, Syngenta can decide to waive the royalty payments under Article 3.1. The term "Developing Countries" and "Least Developed Countries" means a country as defined by the United Nations and listed on the respective UN list at the time of the first commercial sale.

4. REPRESENTATIONS AND WARRANTIES

4.1 Syngenta represents and warrants that Syngenta is the owner or licensee of the Patent Rights and it has not previously granted, and will not grant to any third party during the term of this Agreement, any rights and licenses under the Patent Rights that are in conflict with the rights granted to Licensee herein.

4.2 No other warranties. Except for the express warranties in Article 4.1, and to the maximum extent permitted by applicable law, the license is provided as-is, where-is, and with all faults and Syngenta makes no representations or warranties whatsoever express or implied, either in fact or by operation of law. Syngenta hereby expressly disclaims, without limitation, warranties of performance, merchantability, fitness for a particular purpose, or the non-infringement of the licensed products on third party intellectual property rights.

4.3 Indemnification. Except to the extent caused by a breach by Syngenta of its warranties under Article 4.1 above, Licensee shall defend and indemnify against, and hold Syngenta and its employees, directors, officers and agents harmless from, any loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) incurred from any claim arising or alleged to arise out of the manufacture, use, distribution or sale of any Licensed Seed Product by Licensee, provided, however, that (i) Licensee shall have sole control of such defense, and (ii) Syngenta shall provide notice promptly to Licensee of any actual or threatened claim of which Syngenta becomes aware.

4.4 Licensee warrants that

4.4.1 Licensee has only used legally accessed Commercial Seed and

4.4.2 Licensee has not started breeding prior to the Effective Date other than permitted under section 2.3 and has not conducted any commercial activity including but not limited to (a) production, reproduction or multiplication; (b) conditioning for the purpose of propagation; (c) offering for sale; (d) selling or other marketing; (e) exporting; (f) importing; or (g) stocking for any of the purposes mentioned in (a) to (f) with the Licensed Seeds Products prior to the Effective Date.

4.5 Limited liability.

4.5.1 To the maximum extent permitted by law, Syngenta shall have no liability to Licensee for indirect, consequential, incidental, special, punitive, or exemplary damages (even if advised of the possibility of such damages) in all respects, arising under, out of, or in relation to this Agreement or its negotiation, performance or termination. As a separate and independent limitation, to the maximum extent permitted by law, Syngenta's cumulative liability to Licensee shall not, under any circumstances, exceed the amounts payable under this Agreement, regardless of the form of action upon which a claim for such damages may be based whether in contract, tort (including negligence), strict product liability, under any federal or state statute, or any other legal or equitable theory.

4.5.2 Notwithstanding anything to the contrary contained herein, no party shall be liable to any other party for any indirect, incidental or consequential damages (including lost profits, lost goodwill, and loss of use) sustained or incurred by the parties in connection with this Agreement.

5. CONFIDENTIALITY

All information provided to Licensee by Syngenta and vice-versa under this Agreement will be treated as confidential and will not be disclosed to any third party without the written consent of both parties. However, this Agreement shall not restrict the use or dissemination of any information which: (i) becomes public information or is generally available to the public other than by an unauthorized act or omission of both parties; (ii) was known independently prior to disclosure by both parties; or (iii) is received by one of the parties from a third party that is in rightful possession of such information.

6. NOTIFICATIONS

In addition to the information required under Articles 2 and 3, Licensee agrees to inform and, if requested by Syngenta, to provide adequate written evidence to Syngenta of:

- the source and date of access to Syngenta Commercial Seed used for initiating the breeding program, save for the exception contained in paragraph 2.3 above;
- field testing and applications filed for PVP protection, patents or variety registration for Licensed Seeds Products made by Licensee; and,
- first commercial sale and variety name of a Licensed Seed Product sold by Licensee.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect until the abandonment, expiration or invalidation of the last of the Patent Rights, unless terminated in accordance with Article 7.2.

7.2 Termination events.

7.2.1 This Agreement may be terminated at any time by the mutual written consent of Syngenta and Licensee.

7.2.2 This Agreement may be terminated by Syngenta upon written notice of termination to Licensee based on a material default ("Default") by Licensee. Licensee shall be deemed to be in Default of this Agreement if it has breached or otherwise failed to observe a material term or condition within this Agreement and such breach has continued un-remedied for a period of at least thirty (30) calendar days following Syngenta's written notice to Licensee that such Default occurred.

7.2.3 This Agreement may be terminated by either Party upon its written notice of termination to the other Party if one of the following events occurs: cessation, winding-up, moratorium on payments, bankruptcy, dissolution, administrator order or insolvency.

7.2.4 In case the NT Technology becomes subject at any time to a regulatory approval process related to its product safety properties, including but not limited to any approval under the GM or novel food & feed regulations, Syngenta may immediately terminate this Agreement at its sole option and discretion upon written notice to Licensee.

7.3 Effect of termination.

7.3.1 Upon termination of this Agreement, all sums that have accrued and are due to Syngenta pursuant to Article 3 shall become due and payable. Licensee may sell for a period of twenty-four (24) months all remaining inventory of Licensed Seed Products at the time of termination as well as any Licensed Seed Products in production by Licensee itself or by third parties planted at the time of the termination, provided that Licensee pays royalties pursuant to Article 3. After termination of the Agreement Licensee can keep its material, which has been independently developed from its breeding program, but cannot produce, sell, offer for sale and market the material that may fall under the Patent Rights. Licensee shall provide, in writing, to Syngenta the volume and name of such Licensed Seed Products.

7.3.2 Upon termination by Syngenta in accordance with Article 7.2.2 and 7.2.3, or termination of this Agreement by Licensee, Licensee shall have no sell-out right of any Licensed Seed Products and destruction of the Licensee Seed Products shall be carried out and certified within thirty (30) calendar days from the notice of termination.

8. INTELLECTUAL PROPERTY AND PATENTS

8.1 Patent ownership. Syngenta shall own the entire right, title, and interest in and to all Patent Rights and shall have the exclusive right to apply for, seek issuance of, and maintain or abandon any or all of Syngenta's Patent Rights.

8.2 Patent enforcement.

8.2.1 Licensee shall give prompt notice to Syngenta of any known infringement or suspected infringement of any of Patent Rights that may come to its attention and shall reasonably cooperate at Syngenta's expense with any infringement actions.

8.2.2 Syngenta shall have the exclusive right (but not the obligation) to institute and conduct legal action against third-party infringers of Patent Rights, and to enter into such settlement agreements as may be deemed appropriate by Syngenta. Syngenta shall receive the full benefits of any action it takes pursuant to this Article 8.2.

8.3 Syngenta ownership.

8.3.1 Licensee acknowledges and agrees that the Patent Rights, as well as all related know-how and, derived biological material, are and shall remain the property, right, or license of Syngenta or its Affiliates at all times.

8.3.2 Syngenta acknowledges that all germplasm owned by Licensee into which the NT Technology has been introgressed, shall be owned and can be commercialized by Licensee after such introgression, provided however that, at all times, Syngenta owns the NT Technology Patent Rights attached to such germplasm.

9. MODIFICATIONS

These terms and conditions constitute the entire agreement between the Parties, and no addition to or modification of any provision herein shall be binding upon Syngenta unless made in writing and signed by a duly authorized employee of Syngenta. The Parties agree that they

have not relied on any representations, oral or written, except as are made in or expressly referenced by this Agreement.

10. GOVERNING LAW, JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding principles of conflicts of laws. Any dispute arising out of or in connection with this Agreement shall be submitted to the competent jurisdiction in Basel.

11. ASSIGNMENT

In case of a change of control or a sale of the entire business to which this Agreement relates, Licensee shall be entitled to assign this Agreement with all its rights and obligations, provided that the respective assignee agrees in writing to Syngenta to be bound by all terms and conditions of this Agreement. Other than permitted above, Licensee shall not assign or otherwise transfer any rights or obligations under this Agreement without the written consent of Syngenta.

Syngenta may freely assign this Agreement or otherwise transfer any and all rights and obligations under this Agreement to its successors or Affiliates, at its sole discretion.

12. SURVIVAL

The provisions of Articles 3, 4, 5, 7.3, 8, 10, 12 and 13 shall survive the termination of this Agreement, regardless of the reason for termination.

13. NOTICE

Any notice, communication or statement relating to this Agreement shall be given by hand delivery, a nationally recognized overnight courier, or by registered or certified mail, in writing, at the address specified below. Either party may change the address for notice by sending written notice to the other party. The address initially designated by each party to receive notice is:

If to Syngenta:

Syngenta Crop Protection AG

Schwarzwaldallee 215

CH-4058 Basel

Switzerland

ATTN: Licensing Manager Vegetables

With a copy to: e.licensing@syngenta.com
and royalties.third_party@syngenta.com

If to Licensee:

Contact for notices name

Contact for notices address

ATTN:

With a copy to:

14. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, PDF or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by the Party so delivering such a copy.

15. WAIVERS

No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver of any Party hereto of a breach of any portion of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

16. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SYNGENTA CROP PROTECTION AG

LICENSEE

Name:
Title:
Date:

Name:
Title:
Date:

Name:
Title:
Date:

Annex 1 - List of patents and/or patent applications

Patent Family	Technology Title	App/Pat#
1	{TechnologyTitle1}	{PatentNumbers1}
2	{TechnologyTitle2}	{PatentNumbers2}
3	{TechnologyTitle3}	{PatentNumbers3}
4	{TechnologyTitle4}	{PatentNumbers4}
5	{TechnologyTitle5}	{PatentNumbers5}
6	{TechnologyTitle6}	{PatentNumbers6}
7	{TechnologyTitle7}	{PatentNumbers7}
8	{TechnologyTitle8}	{PatentNumbers8}
9	{TechnologyTitle9}	{PatentNumbers9}
10	{TechnologyTitle10}	{PatentNumbers10}

Annex 2 – Patent and License Marking

The following sentence shall be affixed to the packaging of the Licensed Seed Products according to the specifications of Article 2:

Notice to Buyer

“Buyer agrees to produce a single plant of this product without the rights of any vegetative propagation. No transfer or supply of the product to any other natural or legal person is permitted.

This product comprises rights or patents owned or controlled by Syngenta Crop Protection AG. Standard licenses are available. For further information contact e.licensing@syngenta.com”