

CONSORTIUM AGREEMENT

"Test of the potential use of SNPs markers on oilseed rape varieties" PROJECT

BETWEEN:

The Variety and Seed Study and Control Group (GEVES)

Public Interest Grouping,

With its headquarters at: 25 rue Georges Morel - CS 90024,49071 Beaucouzé, Cedex

Represented by: Mr Arnaud DELTOUR

Position: CEO of GEVES

Duly authorised for the purposes of signing the present document.

AND:

NIAB (UK)

With its headquarters at: Huntingdon Road, Cambridge, Cambridgeshire, CB3 0LE

Represented by : Ms. Elizabeth Scott

Position: Head of Characterization

Duly authorised for the purposes of signing the present document.

AND :

APHA (UK)

With its headquarters at: Eastbrook, Shaftesbury Road, Cambridge, Cambridgeshire, CB2 8DR

Represented by: Ms. Mara Ramans

Position: Head of Plant Varieties and Seeds Delivery

Duly authorised for the purposes of signing the present document.

AND:

BSA (DE)

With its headquarters at: Bundessortenamt, Osterfelddamm 80, 30627 Hannover Represented

by: Mr. Udo von Kröcher

Position: President

Duly authorised for the purposes of signing the present document

AND:

COBORU (PL)

With its headquarters at: PL- 63-022 SLUPIA WIELKA

Represented by: Mr. Edward Gacek, prof, dr hab.

Position: Director General

Duly authorised for the purposes of signing the present document

AND:

UKSUP v Bratislava (SK)

With its headquarters at: Matúškova 21, 833 16 Bratislava, Slovenská republika Represented
by: Mr. Peter Rusfiák, Ing. PhD.,
Position: General Director of UKSUP
Duly authorised for the purposes of signing the present document.

AND:

Tystofte Foundation (DK)

With its headquarters at: Teglværksvej 10, Tystofte DK-4230
Represented by: Mr. Preben Klarskov Hansen
Position: DUS developer
Duly authorised for the purposes of signing the present document.

AND:

INIA (ES)

With its headquarters at: Carretera de La Coruna, km 7.5. 28040 Madrid (Spain) Represented
by: Mr. Manuel Lainez Andrés
Position: Director of INIA
Duly authorised for the purposes of signing the present document.

AND :

UKZUZ (CZ)

With its headquarters at: Hroznová 2, 656 06 Brno
Represented by: Mr. Daniel Jurečka
Position: Director
Duly authorised for the purposes of signing the present document.

AND:

European Seed Association - ESA (BE)

With its headquarters at: 52, Avenue des Arts, 1000 Brussels, Belgium
Represented by: Mr. Garlich von Essen
Position: Secretary General

Duly authorised for the purposes of signing the present document,

Collectively referred to hereafter as the "Parties" or "Partners".

WHEREAS:

GEVES and CPVO have signed a Grant Agreement to deliver the project entitled "Test of the potential use of SNPs markers on oilseed rape varieties" named also "Oilseed rape" ("Project").

The objective of this new project is to select and test a reliable SNP marker set as well as to propose an applicable procedure for routine genotyping (including the aspect of bulk analysis versus individual genotyping). By reviewing the results, a new genotyping strategy could be suggested by SNP markers with Kasp assay and a project would follow with the aim of combining genotypic and phenotypic data to optimize OSR reference collection management.

The Project received a financial subsidy from the Community Plant Variety Office (CPVO).

To carry out the Project based on provisions laid down in Grant Agreement №7510544 (*attached in Annex 1*) of the present Agreement, GEVES is working together with the partner organisations ("Partners") identified on the first pages of the present document.

GEVES will provide the **coordination** for this Project, will manage all financial issues of the Project, shall animate the consortium and is the privileged interlocutor to the CPVO.

As the beneficiary, GEVES will receive the whole amounts and will be responsible for distributing to the Partners of the Project, the financial contributions attributed to each of them on behalf of the Grant Agreement CPVO №7510544.

AS A CONSEQUENCE OF THIS. IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 0- DEFINITIONS

Background: means the information, know-how and intellectual/industrial property rights held by the Parties prior to entering into this Agreement or acquired concomitantly outside of this Agreement. The Background is detailed in Annex 3.

Confidential Information: means all information that is marked as Confidential and that is disclosed by one Party to the others for the purpose of conducting the Project, including, without prejudice to the generality of the foregoing, any ideas; finance; financial, marketing, development or manpower plans; computer systems and software; products or services, including but not limited to know-how and information concerning relationships with other parties and all records, reports, documents, papers and other materials pursuant to this Agreement.

Project: means the collaborative research & development project entitled: "Test of the potential use of SNPs markers on oilseed rape varieties" named also "Oilseed rape" ("Project").

Results: means all new elements owned by one or several Parties as knowledge, knowhow, patents, methods, designs, copyright (including copyright in software), database and any other intellectual property right, whether protected/protectable or not, arising as a direct result of and in the performance of this Agreement. The Results are detailed in Annex 4.

Joint Results: means any Results generating by several Parties in the framework of the Project without the possibility of distinguishing each Party's contribution.

Own Results: means any Results generating by only one Party in the framework of the Project.

Steering Committee: means the committee appointed to be responsible for managing the Project whose individual members are set out in Annex 2.

ARTICLE 1 - PURPOSE

The purpose of the present Agreement is to define the obligations and rights of the Parties involved in the Project "**Test of the potential use of SNPs markers on oilseed rape varieties**", in accordance with Grant Agreement CPVO №7510544 in Annex 1; with a special focus on :

- financing and payments of the Project
- the implementation modalities of the Project and collaboration between the Parties;
- set the contributions of each Party, and the rights and obligations of each party during the implementation of the Project and after its completion;
- organize the governance of the Consortium;
- set the vesting rules of Intellectual Property Rights;
- set the terms and conditions to be made available and access to Background;
- set the terms and conditions of use of Results;
- establish the rules for the use and protection of the Confidential Information within the Consortium and with third parties.

ARTICLE 2 - DURATION

The present Agreement shall have effect retrospectively from 1st November 2016, date of notification of the Agreement signed between GEVES and the CPVO.

The Project begins on 1st November 2016 (To) and shall terminate on 31 December 2017 (Tf) following the Amendment of Grant Agreement whose purpose is to extend the initial period of the Project.

ARTICLE 3 - FINANCING AND PAYMENTS

The Project will be carried out with the support of the CPVO amount of: 40 585, 00 Euros.

As the beneficiary, GEVES will receive the whole amount and will be responsible for distributing to the Partners of the Project, the financial contribution attributed to each of them

on behalf of the Grant Agreement CPVO №7510544.

GEVES commits itself to transfer the Grant to each Partner, according with the table presented in Annex 1 of the Grant Agreement CPVO №7510544 and according to the following schedule.

3.1 Payment arrangements

The payment will be made, after the submission by each Partner to GEVES of a technical report and a financial statement which covers the period from 01/11/2016 to 31/12/2017, before 31/01/2018 and after the reception by GEVES of the CPVO payment.

At the end of the project, if the final statement submitted by each partner is significantly below the estimated budget, GEVES will inform CPVO in order to determine the amount of the Grant to be awarded.

Payment will be made by bank transfer to the Partners' bank account, after providing at GEVES an invoice for each payment. The invoices must be drawn up in the name of GEVES and sent to :

GEVES - DAAT
CS 90024 - 25 Rue Georges Morel
49071 Beaucouzé Cedex, France

3.2. Supporting documents

Technical reports will be sent to GEVES by email, directly to Anne-Lise CORBEL : anne-lise.corbel@geves.fr

By the appropriate deadline indicated in Article 3.1., each partner shall submit to GEVES the technical reports and financial statements requested.

Regarding financial statements, GEVES will provide in due time the templates to complete. The financial statements will be drawn up in national currency and in Euros.

The detailed and justified expenses must be in accordance with the financial tables presented in Annex 1 of Grant Agreements CPVO №7510544.

Only eligible costs must be presented. Refer Article 11.14 and in particular II.14.1 and II.14.2 of CPVO Grant Agreement for direct costs and II.14.3 for indirect costs.

The financial statements shall be produced in 4 original copies in English and duly signed off by the authorised representative of the Partner. All amounts justified will be accompanied by a copy of supporting documents such as receipts or invoices.

All the documents, the self-financing ones included, must be preserved by each partner in case of CPVO checks and audits for a period of five years from the date of payment of the balance specified in the Article 1 A of the Grant Agreements CPVO №7510544.

3.3. Financial penalties

In accordance with the Article 11.12 of the Grant Agreements CPVO №7510544, financial penalties between 2% and 10% of the value of the grant shall be implemented to Partners in case of grave breach of their contractual obligations.

ARTICLE 4 - COMMITMENTS OF THE PARTIES

The Parties commit to:

Carry out the action and every task of research which fall to him, in accordance with the Grant Agreement CPVO №7510544 and annexes and to justify the costs of their actions for which they are responsible for, according to aforementioned Grant Agreement,

- Use the financial amount redistributed by GEVES exclusively for the achievement of the action described in the Grant Agreement and its annexes.

Repay the GEVES any unduly paid amount, or if recovery is justified under the terms of the aforementioned Grant Agreement, on whatever terms and by whatever date it may specify,

- Carry out their work and research tasks as affected to them in accordance with the distribution of Project Parts to each other and the timetable for their implementation defined in Annex 1 of the Grant Agreement, part "И. Detailed Description of the Project",

Each party is responsible for the execution of its part of the Project,

- Each Party undertakes to use its best efforts to execute its Project Parts in implementing all the means for the execution on time,
- Each Party is required to inform the other Parties of all difficulties encountered in the execution of its part of the Project which may jeopardize the objectives of the Project. This information should be addressed to the coordinator as soon as possible. The Coordinator shall inform, as soon as possible, each member of the Steering Committee.

ARTICLE 5 - STEERING COMMITTEE

5.1. Composition

A Steering Committee has been established to monitor and provide guidance for the Project. Its composition is provided in Annex 2.

The list of named representatives may be altered after prior notice being given to the other Parties and to maintain the continuity of committee representation.

The Parties can seek the assistance of representatives from their own organisations or from external experts, the latter two being bound by obligations of confidentiality set out in Article 5.

These experts will have neither voting rights nor any decision-making power in the Steering Committee, or in the Project in general.

5.2. Frequency

The Steering Committee will meet when the Project begins (kick off meeting) and will meet at the end of the Project to review the progress made.

The Committee will convene on the initiative of GEVES and at any time upon request of the majority of signatory Partners. Meetings can also be held using video-conference facilities.

5.3. Role

In addition to existing contractual measures, the role of the Steering Committee is to make all arrangements necessary to deliver the Project.

It operates on the basis of decisions and opinions adopted unanimously by the signatory Partners in the presence of a representative for each Partner. This works on the understanding that each Party has one vote irrespective of the number of their representatives on the Steering Committee. Experts only have an advisory opinion on the committee.

5.4. Minutes - Reports

Steering Committee meeting minutes will be drafted and approved by all representatives following each meeting without this having any effect on increasing the Parties' rights or obligations in relation to the Agreement.

The Steering Committee remit will be:

- to discuss and give its opinion at each meeting on the results presented;
- to give its opinion on the draft annual report to GEVES within the deadlines ;
- to manage difficulties arising from disputes regarding Intellectual Property Rights (IPR) on joint Results.

5.5. Withdrawal and exclusion of a Party

Withdrawal

When a Party wants to withdraw from the Project, it shall notify the Project coordinator in writing who will then inform the Steering Committee and CPVO.

The Steering Committee (with the exception of representatives from the withdrawing Party) shall meet as soon as possible following reception of written notification by the coordinator in

order to determine the technical and financial consequences of the withdrawing Party.

The withdrawal only takes effect once prior consent from the CPVO has been received and may lead, if necessary, to the signature of an amendment with GEVES.

Furthermore, subject to the effect of this withdrawal, an amendment may then be signed by the remaining Parties.

Exclusion

If one of the Parties defaults in its contractual obligations, and especially in fulfilling its contributions, the Coordinator will send it a formal notice to meet its obligations via registered letter with acknowledgement of receipt. Failure to act within a period of thirty (30) calendar days from the date the official notice was received will mean that the Partner is considered to be in default.

Its rights will be suspended from this date and no further confidential information will be sent to it. In addition, it could also be liable of damages suffered by the other Parties.

The Steering Committee (with the exception of representatives from the defaulting Party) shall meet as soon as possible to determine the technical and financial consequences of the defaulting Party. The Steering Committee can decide to exclude the defaulting Party by unanimous decision subject to prior consent from the CPVO, the defaulting Party taking no further part in voting.

Furthermore, if a Party experiences a changeover in control under Article L. 233-3 of the Commercial Code that benefits a competing entity of another Party, the latter can be subject to vote by the Steering Committee to remain in the Party's Consortium having undergone the change of control. The Steering Committee will pass judgement by a unanimous decision, with the Party subject to the changeover of control being excluded from the vote.

In both cases, an amendment to the present Agreement shall be signed by the remaining Parties.

Rights and obligations of the excluded Partner

Exclusion of the defaulting Party will automatically and immediately lead to its termination of the present Agreement.

The retiring Party will retain its property rights on Results that it alone has developed. It can continue to use its own Results as it wishes in accordance with article 7 of the present document. When the excluded Partner is involved in joint Results with other Parties of the present Agreement, it can continue to use joint Results in accordance with joint- ownership regulations signed in line with Article 7 of the present Agreement.

Prior to its withdrawal from the Project, the rights attributed by the retiring Party to the other Parties concerning its Background and/or its Results will remain valid right up to the end of the initial licences.

The rights attributed to the retiring Party by the other Parties on the latter's background and/or

Results for the purpose of execution the Project will cease to have effect from the actual date of withdrawal or exclusion of this Party.

The termination of the present Agreement shall not absolve the retiring Party from fulfilling its contractual obligations up until the actual date of termination and beyond as concerns those obligations arising from Articles 5-7 of the present Agreement.

ARTICLE 6 - CONFIDENTIALITY

6.1. The Parties agree to preserve the confidentiality of all information documents or material communicated in any form, or using any format, or by any means whatsoever as part of the Project which has duly been classified as confidential. This applies for the total duration of the Project and for as long as this confidential information or these materials do not enter the public domain independently of any action taken by the Parties.

Each Party undertakes to implement all necessary measures to ensure that its staff respects confidentiality.

6.2. However, the following information received by the Party will not be considered confidential if they can prove that:

- it was in the public domain at the time it was shared, or
- that it subsequently entered the public domain other than by a breach of trust of the present obligation of confidentiality, or
- that they were in possession of the information prior to its communication, or
- that they received it freely from a third party authorised to divulge it, or
- that they were legally obliged to share it.

In order to be in compliance with the grant agreement signed between GEVES and CPVO, the Parties shall remain bound by this obligation up to 31/12/2022.

ARTICLE 7 - PUBLICATIONS AND COMMUNICATION

7.1. Any publication or communication of information on the Results or know-how resulting from the Project by one of the Parties shall be subject to prior consent by the Steering Committee. This measure is valid until 31/12/2018.

To this end, the Steering Committee will circulate the draft publication or communication to each one of its members.

Unless one of the Parties disagrees with the draft publication for a legitimate reason within two (2) weeks, consent for the publication or communication will be deemed to have been given.

7.2. Furthermore, any publication or communication about the Project shall mention the assistance provided by CPVO who shall be duly informed of this publication or communication.

7.3. Whether the publication or communication is produced during the period of the Agreement or after its termination, this will not impede taking out patents, or any eventual commercial use by means of a Secret Technical Dossier.

As a consequence of this, and subject to concerned Parties, when Results are protected with a patent application, confidentiality shall be maintained until the date of filing or until the official publication date (*i.e. 18 months after the filing date*).

The Parties can decide to delay publication or communication to third parties of supplementary results destined to boost the patent application until the date of official publication.

In the event that the Results are protected and use by secret (Secret Technical Dossier / know-how)), the Parties will jointly determine the proportion of Results that will constitute the aforementioned Secret Technical Dossier. The concerned Parties commit themselves to NOT publish the Secret Technical Dossier under any circumstances.

The Results derived neither from a Secret Technical Dossier nor a patent application, may be subject to publication or communication to third parties following the consent of the Steering Committee.

74. However, the provisions above shall not hinder:

- either the obligation that is incumbent on each Party to produce an activity report for the body to which they report, to the extent that such communication does not amount to disclosure in terms of industrial property law;
- nor the defence of theses by those researchers whose scientific activity is related to the subject of the Agreement, such thesis defence having to be organised as and when necessary to ensure that while still complying with current regulations, certain outcomes and results of works carried out within the framework of this Agreement remain confidential.

7.5. Results concerning public health and/or environmental risks shall be sent immediately to the relevant public authorities, with the Steering Committee having been informed.

ARTICLE 8 - INTELLECTUAL PROPERTY : PROPERTY & USE

8.1. Background

Each Party remains the owner of its Background identified in Annex 3 of the present Agreement. Each Party uses its Background freely without any restriction.

8.2. Results Own Results

All Own Results arising from this Agreement shall belong to the Party generating the same. Each Party is free to use its Own Results for any use, including commercial use.

Joint Results

In a global manner, unless otherwise between the concerned Parties, Joint Results belong in equal measure to the concerned Parties and are disseminated as CPVO protocols. An ownership agreement, which will specify the rules to the Joint Results, shall be negotiated between the concerned Parties, prior to any use.

For all kind of results, each Party will deal personally with the remuneration for its inventors/authors.

ARTICLE 9 - SETTLEMENT OF DISPUTES

The present Agreement is subject to French law. In the case of a difficulty concerning the interpretation or implementation of the present Agreement, the Parties agree, prior to any court proceedings, to try to settle their dispute amicably. In the case of a continuing disagreement, the dispute will be brought before the appropriate French courts.

ARTICLE 10 - COMPOSITION OF THE AGREEMENT

The present Agreement comprises 11 Articles and 4 annexes which form an integral part of the Agreement. These are:

Annex 1: Grant agreement n° 7510544 & Amendment signed on 11/10/2017 Annex 2
: Composition of the Steering Committee Annex 3 : Identification of Background of
each Party Annex 4 : Identification of the Results

Drawn up at Beaucouzé, on

in eleven (11) original copies (one for each Partner and one for OCW).

CONSORTIUM AGREEMENT

Supported by CPVO (Grant agreements number 7510544)

**"Test of the potential use of SNPs markers
on oilseed rape varieties" PROJECT**

Signature Page 1 of 10

For GEVES,

Name and quality of signatory : Mr. Arnaud DELTOUR, CEO of

GEVES Date :

Signature and stamp :

CONSORTIUM AGREEMENT
"Test of the potential use of SNPs markers
on oilseed rape varieties" PROJECT

Supported by CPVO (Grant agreements number 7510544)

Signature Page 6 of 10

For : UKSUP

Name and quality of signatory : Mr. Peter Rusňák, PhD., General Director of UKSUP

Date :

Background (essential to the Project)										
	F (GEVES)	NIAB (UK)	APHA (UK)	BSA (DE)	COROBU (PL)	UKZUP (SK)	Dept Variety Testing (DK)	INIA (SP)	UKZUZ (CZ)	ESA (BE)
Genotyping data obtained on 406 oilseed rape varieties with the 60K Brassica SNP array, a list a 200 A-genome specific SNP used in a KASPAR assay as well as the list of the 60K SNP array, their presence on the 15K array and their physical positions on the diploid B. rapa and B. oleracea genomes and on the B. napus genome.										
Background excluded from the Project										
	F (GEVES)	NIAB (UK)	APHA (UK)	BSA(DE)	COROBU (PL)	UKZUP (SK)	Dept Variety Testing (DK)	INIA (SP)	UKZUZ (CZ)	ESA (BE)

Ownership : INRA. This genotyping data will not be available to other partners than GEVES.

To be filled prior to the start of the Project

to be completed if needed during the execution of the Project

ANNEX 4

'Test of the potential use of SNPs marckers on oilseed rape varieties" PROJECT

Expected Results of the Project											IP rights	Partner's contibution to the IPR
	F (G EVES)	NIAB (UK)	APHA(UK)	BSA (DE)	COROBU (PL)	UKZUP (SK)	Dept Variety Testing (DK)	INIA (SP)	UKZUZ (CZ)	ESA (BE)		
Recommended size of bulks	X	X									Joint result	
An optimized marker set	X	X									Joint result	
Experimental protocol	X	X									Joint result	
Proposal of a follow-up project	X	X	X	X	X	X	X	X	X	X	Joint result?	

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Krycí list k zmluve / k návrhu zmluvy

Zmluvná strana:

The Variety and Seed Study and Control Group	Adresa: 25 rue Georges Morel
(GEVES)	Mesto: 49071 Beaucouzé, France
ICO:	PSČ:
IČO DPH:	IB AN:

Predmet zmluvy:

“Test of the potential use of SNPs markers on oilseed rape varieties” PROJECT

Cena celkom s DPH:	-	Položka rozpočtovej skladby:
Cena za prvý rok s DPH:		
Nákladové/Ziskové stredisko:		

Vlastník zmluvy:

Odbor:	Odrodového skúšobníctva	Titul, meno, priezvisko zamestnanca:	Ing. Zuzana Hudecová
Dátum:	10.11.2017	Podpis:	/V

Základná finančná kontrola vykonaná v súlade s § 7 zákona č. 357/2015 Z. z.

Predmetná zmluva je v súlade s:

	Titul, meno, priezvisko	dátum	podpis
rozpočtom:	Ing. Helena Izakovičová	iv- /Y- do T	
s požiadavkami a potrebami ÚKSÚP:	vlastník zmluvy	do .7 "7	
verejným obstarávaním:	Ing. Peter Gráčik		Bez nároku na VO
osobitnými predpismi:	Mgr. Adam Farkaš	"č "Y 77 ý	* >T\

Sekcia EaHS:	Ing. Štefan Korec	t w - fi i*.-' äj	
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Generálny riaditeľ:	Ing. Peter Rusňák, PhD.		/V
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