

21-2016/1/345

REGISTRY OF COMPANIES  
02-78/3339  
20. 09. 2016  
FORM 0114

## Framework Agreement

### for Collaboration on Research and Development and Business Activities

Concluded by and between:

1. Institute of Field and Vegetable Crops, Novi Sad, Serbia, Maksima Gorkog 30 Str., represented by acting General Director Prof. Dr. Jan Turan, and
2. Cereal Research Nonprofit Ltd, Szeged, Hungary, Alsó kikötő sor 9., represented by Managing Director Dr. Lajos Bóna.

#### ARTICLE I

##### Objective

The objective of this Framework Agreement is to establish a framework for international collaboration on Research and Development and Business Activities between the Institute of Field and Vegetable Crops, Novi Sad, Serbia and Cereal Research Nonprofit Ltd, Szeged, Hungary (Parties).

Collaboration under this Framework Agreement will foster and facilitate development of competitive varieties/hybrids that may be commercialized in Serbia and Hungary and third countries. Furthermore the Parties will exchange varieties/hybrids in order to sell them in their commercial territories. The joint activities will be implemented on the basis of equality, mutual benefit and reciprocity.

#### ARTICLE II

##### Forms of Collaboration

The forms of collaboration under this Framework Agreement may include, but are not limited to:

(1) joint research and technology development and the business activities- in relation to the crops; small grain cereals, corn, sunflower, oil rape, soybean, minor crops, - as follow:

*(a) priority areas for research and technology development:*

- enhancing the diversity of genetic resources;
- testing prebreeding materials and advanced lines/experimental hybrids for economically important biotic and abiotic stresses;
- developing cost-effective systems for controlling the prevailing pests and diseases;
- developing bioinformatic systems in order to fulfill the expectations of research activities;
- elaboration of prediction models, based on monitoring sensors in order to improve the efficiency of the production practices;

*(b) priority areas for business activities:*

- exchange of varieties/hybrids for commercialization in the countries of the Parties and third countries;
- conduct of joint performance trials/experiments for commercial purposes;

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- concluding commercial agreements in order to sell seed of competitive varieties/hybrids in the territories of the Parties;

(2) exchange of technical information and data on scientific and technical activities and methods and results of research and development, seed production and marketing;

(3) organization of, and participation in, seminars, scientific conferences and other meetings;

(4) training and enhancing the skills of scientists and technical expert;

#### ARTICLE III

##### **Implementation**

The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between organizational units of the Parties.

If it is necessary and justified, universities, science and research centers, institutes and institutions, private sector firms, and intergovernmental organizations will be involved as Implementing Agent(s) to accomplish the objective set forth in Article I of this Framework Agreement, and upon the written consent of both Parties.

#### ARTICLE IV

##### **Project Arrangements related to Research and Technology Development**

Each Initiative in connection with the objective set forth in Article I, concerning Research and Development Activities, will be implemented through one or more Project.

Arrangements for research and development (R&D) projects designed, will ensure the sound and efficient implementation of the initiatives.

Implementing Agents may be signatories to Project Arrangements, subject to the unanimous approval of the Parties.

Each Project Arrangement should address matters such as, but not limited to; scope of work, estimated cost, proposed schedule, project management responsibilities, intellectual property rights, reporting requirements, and provisions concerning withdrawal of signatories.

Each Project Arrangement shall be consistent with this Framework Agreement.

In case of any inconsistency between the Project Arrangement and this Framework Agreement on the other hand, the provisions of this Framework Agreement shall prevail.

#### ARTICLE V

##### **Arrangements for Business Activities**

Each initiative in connection with the objective set forth in Article I, concerning Business Activities, will be implemented through Commercial Agreements. These Agreements to be elaborated case by case, on the basis of the relevant terms and conditions by the Parties.

#### ARTICLE VI

## **Facilitation of Movement of Persons, Materials and Seeds for Research and Production; and Use of Data**

With respect to collaboration under this Framework Agreement, each Party shall, to the extent permitted by its international obligations, national laws and regulations, facilitate entry into and exit from its territory of appropriate personnel, materials and seeds of the other Parties used in collaboration under this Framework Agreement; and facilitate the exchange and use of scientific and technical data resulting from R&D conducted under this Framework Agreement.

### **ARTICLE VI**

#### **Availability of Resources**

The activities of each Party under this Framework Agreement are subject to the availability of appropriated funds, personnel, and other resources.

### **ARTICLE VII**

#### **Applicable Law**

Each Party shall conduct the collaboration under this Framework Agreement in accordance with the applicable laws and regulations to which it is subject.

### **ARTICLE VIII**

#### **Disclosure of Information**

Scientific and technological information resulting from collaboration under this Framework Agreement, other than information which is not made available to the public for commercial, or scientific reasons, shall be made available to the world scientific community through customary channels and in accordance with normal procedures of the Parties and their respective participating ministries, departments, agencies and other entities, upon the written consent of both Parties.

### **ARTICLE IX**

#### **Settlement of Disputes**

Any dispute regarding the interpretation or application of this Framework Agreement shall be resolved through consultation between or among the Parties concerned.

Any dispute between two or more Project Arrangement and/or Commercial Agreement signatories may be resolved in accordance with any method(s), set forth in a Project Arrangement and/or Commercial Agreement, to which the Project Arrangement and/or Commercial Agreement signatories concerned mutually agree in writing.

### **ARTICLE X**

#### **Entry into Force, Amendment, Extension and Termination**

This Framework Agreement shall enter into force when the Parties have indicated their consent to be bound; by signature of the Parties and the acceptance of the competent Ministry of the Parties.

This Framework Agreement shall remain in force for a period of 5 years, and may be extended for additional periods by agreement of the Parties, in accordance with procedures to be elaborated by the Parties.

This Framework Agreement may be amended at any time by agreement of all Parties.

This Framework Agreement may be terminated at any time by agreement of both Parties.

#### ARTICLE XI **Withdrawal**

A Party may withdraw from this Framework Agreement upon six months' written notice to the other Party. Concerning the ongoing Project Arrangements and Commercial Agreements, they will be terminated in accordance with procedures to be elaborated by the Parties.

A Party's withdrawal from this Framework Agreement shall constitute withdrawal by its Implementing Agents as well.

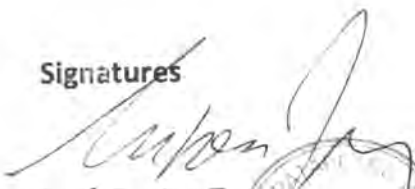
#### ARTICLE XII **Final Provision**

Any collaboration initiated under this Framework Agreement but not completed at the expiration or termination of this Framework Agreement may continue to completion under the provisions of this Framework Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Framework Agreement.

DONE at Novi Sad, Serbia, in four original, on the 20<sup>th</sup> day of September, 2016 in the English language.

#### **Signatures**

  
Prof. Dr. Jan Turan  
General Director

  
Dr. Lajos Bóna  
Managing Director



Novi Sad – Szeged September 20/2016