MATERIAL TRANSFER AGREEMENT

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|   |
| Providing Company | HZPC Americas Corporation (HZPC hereafter) |
| Contact person |  |
| Address and Country | 19 Regis Duffy Drive, Charlottetown, C1E 0K5, PEI, Canada |
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|  |
| Receiving Institute |  (Recipient hereafter) |
| Contact person |  |
| Address and Country |  |
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| Description of the Material  | See Schedule A attached hereto.  |
| Term of Agreement  | The term of this agreement shall be from May 12th, 2021 to May 11th, 2022. |
| Research Purposes | See Schedule B attached hereto. |
| Research fee (if any) | Amount: Paid by: |

*Providing Company and Receiving Institute hereby agree that the attached Terms & Conditions for Transfer of Material shall govern the transfer and use of the Material described above.*

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| **Signed by authorized representatives of:** **HZPC AMERICAS CORP.**  |  |  **RECEIVING INSTITUTE** |
| Signature: |  |  | Signature: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

**TERMS AND CONDITIONS**

 **WHEREAS** HZPC Americas Corporation is the sole owner of all intellectual property, including all breeding rights, progeny, progeny derivitives, genetic material, tubers, seed, cuttings, plantlets and all plant breeders rights in Canada and the United States of America referenced in Schedule “A” hereto (“the Material” hereafter);

 **AND WHEREAS** HZPC and the Recipient have come to a mutually satisfactory agreement whereby the Recipient may use the Material for purposes referenced in Schedule “B” hereto;

 **NOW THEREFORE** HZPC and the Recipient agree as follows:

1. HZPC is the sole owner of the Material.
2. HZPC shall process, pack and ship the Material to the Recipient.
3. Upon the expiration of the term, the Recipient shall cease and desist from using the Material in any way and at its own expense, shall dispose of the remaining material.
4. HZPC shall retain ownership of the Material during the currency of this agreement or its expirey or termination.
5. The Recipient does not have an owership interest in the Material and, by vitue of this agreement, shall not obtain any form of ownership interest or other claim to the Material.
6. The Recipient shall only use the Material for the research setout in Schedule “B” hereto and the Recipient shall not use, transfer or disseminate the Material for any other purpose.
7. The Material shall only be used in the Recipient’s facilities by the Reciepient’s employees.
8. Only by those Recipient employees, that are approved by HZPC in writing in advance of commencing work, shall be directly or indirectly invloved with the research and be permitted access to the Material.
9. HZPC shall provide the Material to the Recipient at no cost. However, HZPC reserves the right to charge the Recipient a fee for preparation and shipping costs. If a fee is requested, it shall be expressly communicated by HZPC to the Recipient prior to shipping the Material.
10. The Recipient shall keep the Material and all information about the Material in strict confidence and shall not transfer, disseminate or share the Material or any information about the Material with any third party.
11. The Recipient shall not publish its research results without HZPC’s prior written approval.
12. HZPC shall not be liable to the Recipient for any loss. The Recipient shall indemnify and save HZPC harmless against any claims that may arise out of it use, storage or disposal of the Material.
13. During the term of this agreement, HZPC shall have the right to terminate this agreement with thirty (30) days written notice to the Recipient.
14. Upon the termination of the agreement, the Recipient shall cease and desist from using the Material in any way and shall dispose of the remaining material at its own expense.
15. The Recipient shall use the Material in compliance with all applicable laws and regulations.
16. These terms and conditions shall be governed by the laws of Canada and Prince Edward Island.
17. The Supreme Court of Prince Edward Island shall have sole, exclusive, complete and absolute jurisdiction to adjudicate and resolve all disputes of every nature and kind arising from this agreement or the Recipient’s use of the material. For greater certainty, no other court or tribunal of any kind shall have jurisdiction to adjudicate any dispute arising from this agreement and each party agrees that they shall submit all disputes to the Supreme Court of Prince Edward Island.
18. The signatories to this agreement warrant that they have been granted authority by their respective principal or employer to enter into this agreement and done so on its behalf.

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|  **HZPC AMERICAS CORP.**  |  |  **RECEIVING INSTITUTE** |
| Initials: |  |  | Initials: |  |

Schedule “A” – Description of Material

HZPC is the sole owner of the all intellectual property including breeding rights including progeny, progeny derivitives and genetic material, tubers, seed, cuttings or plantlets and all plant breeders rights in Canada and the United States of America of the Material listed below.

The following Material shall be transferred from HZPC to the Recipient:

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| **Variety** | **Description** | **Quantity** |
|  |  |  |
| Alverstone Russet | Plantlets | 20 |
| HOM 13-1999 | Mini tubers | 35 |
| Fenway Red | Mini tubers | 2 |
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Schedule “B” – Research Purpose

The Recipient shall only use the Material for the following research:

*Resistance screening for Potato Virus Y ( PVY). HZPC grants permission for the Recipient to publish research results.*

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