

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INSTITUTO NACIONAL DE TECNOLOGIA AGROPECUARIA
AND
THE RUSSIAN ACADEMY OF SCIENCES**

The Instituto Nacional de Tecnología Agropecuaria (hereinafter the INTA), herein represented by Eng. Francisco Juan Oscar Anglesio, President of the INTA Board of Directors, with legal domicile at Rivadavia 1439 (1033) Buenos Aires, ARGENTINA, party to the first part and the Russian Academy of Sciences (hereinafter The Academy), herein represented by Vice-President of the Russian Academy of Sciences, Academician of the Russian Academy of Sciences Gennady Alekseevich Romanenko, with legal address at Leninsky Avenue, 14, 119991, Moscow, RUSSIA, party to the second part, and intend to establish cooperative relationships so as to promote and develop academic and cultural exchange between such two institutions on issues related to Animal Production (Meat, Milk, Pasture Systems), Animal Health, Agricultural Machinery, Food Security and Small Family Farming Production, without excluding other topics, through mutual assistance in the areas of education, research, development and transfer of technology, and personnel training pursuant to the following terms and conditions.

PURPOSE OF THE AGREEMENT

FIRST: Subject to the available funds and the approval of the Boards of Directors of both Parties, the cooperation shall be carried out through the following activities or programs:

1. Exchange of technical staff and researchers;
2. Joint research activities;
3. Participation in seminars, scientific and technical meetings;
4. Exchange of research papers and any other information;
5. Short-term special research programs / projects or training activities.
6. Joint use of equipment and instruments owned or to be acquired by either of the Parties, if necessary, as provided for in the Specific Agreements set forth within the framework of this Memorandum of Understanding.
7. Any other activities of interest for the Parties and which are consistent with the Parties' objectives.

COORDINATION COMMITTEE

SECOND: Within a term of no more than 30 business days, as of the execution date hereof, a Coordination Committee shall be set up, consisting of an incumbent and an alternate member of each Party. This Committee shall be in charge of planning, tracking and evaluating the acts resulting from this Memorandum of Understanding. Such Committee shall hold meetings, face to face or online, at least once a year, upon

request of any of the Parties, and its reports and proposals shall be submitted to the executive levels of both Parties.

THIRD: Default of any obligation by the INTA's and the Academy's personnel bound to perform this Memorandum shall result in the submission of the related records, following notification to the Coordination Committee, to the relevant Party so as to take any necessary step pursuant to the applicable regulations.

PERFORMANCE

FOURTH: The personnel bound by the obligations hereof shall remain subject to the rules and regulations of the employing institution as far as employment, medical and life insurance, occupational accidents and other employee's benefits and rights are concerned.

FIFTH: Each specific cooperation program or project between the Parties shall require a Specific Agreement containing the following:

- Objectives of the Program or Project.
- Description of the program activities, including an outline of the different phases and the relevant schedule.
- Statement of the total approved budget and, if required, the corresponding budget allotment.
- Description of the people involved.
- In case of joint research activities, the conditions for the publication of results, as well as the specific aspects related to the applicable copyright, official secrecy, among others, shall be stated.
- Any other aspects of interest for both Parties.

SIXTH: This Memorandum does not exclude any such agreements that with the same purpose may be entered into by and between the INTA or the Academy and other public or private entities, either domestic or foreign. In this case, either Party shall notify the other in advance, so as to coordinate any possible joint assignments.

SEVENTH: The INTA or the Academy shall, either jointly or indistinctly, take any necessary precautions so as to avoid any kind of interference whatsoever that may affect the regular performance of the activities resulting from the obligations incurred herein and any other activities specifically related to such performance.

EIGHTH: In every circumstance or event related hereto, the Parties shall keep the individuality and independence of their relevant technical and administrative structures and, consequently, shall assume the following responsibilities:

ANNUAL WORK PLAN

NINTH: The terms of mutual assistance as well as the requirements for each program or activity to be carried out hereunder shall be analyzed and evaluated jointly and in writing prior to the commencement by both Parties and shall become part of an Annual Work Plan.

FUNDING

TENTH: The implementation of planned and approved activities will be subject to budget availability of both institutions and / or acquisition of funds from third Parties. It is hereby suggested that the Entities employing the participants should bear and pay for transport expenses to the recipient Institution and per diem and accommodation expenses as well.

REPORTS, PUBLICATIONS AND PROPERTY RIGHTS OF RESULTS

ELEVENTH: Each Party hereby agrees not to disclose, under any circumstances, the scientific or technical information resulting from the projects and/or activities to be developed, and shall keep any such information in strict confidentiality. Where either Party intends to use the partial or final results, either in part or in whole, for publishing or communication purposes, such Party shall request the other Party's consent, and shall, in every case, acknowledge the authors of the work. Should the results obtained from the agreement give rise to property rights, the Parties shall become holders thereof on a pro rata to be duly agreed, but in any case, special reference to this Memorandum shall be made.

TWELVETH: Both Institutions hereby agree on a mutual free-of-charge exchange of the publications through their own Libraries.

CHATTELS AND REAL ESTATE

THIRTEENTH: Chattels or real estate pertaining to the INTA and the Academy allocated to the execution of this Agreement and used for the development of the work plans and projects, or any such other that may be added and/or used in the future, shall remain the property of the Party it belongs to, or which has provided the funds for its acquisition, unless otherwise stated.

FOURTEENTH: Inventory items loaned by one Party to the other shall be returned in good operating conditions to the delivering Party once the purpose of any such delivery has been fulfilled, except for the usual wear and tear and lapse of time. To any effect, the Party shall be considered the legal bailee of the loaned elements.

LEGAL DISPUTES

FIFTEENTH Should any controversy arise between the Academy and the INTA, which may lead to legal actions, both Parties shall make reasonable efforts to settle any such controversy by friendly negotiations.

TERM

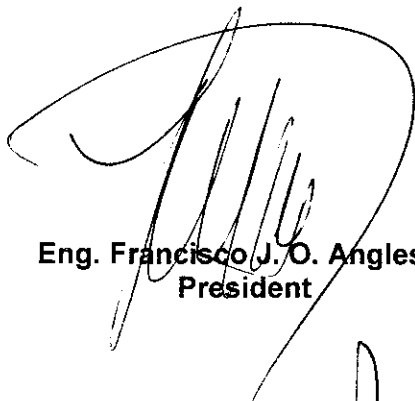
SIXTEENTH: This Memorandum shall have a term of 5 (five) years from the date of the last signature, and it shall be renewed for the same period with the consent of the Parties, and may be terminated by either Party, provided that, it notifies the another (in

writing) for consideration, with an advance of no less than 60 days before the desired date of rescission. This agreement may be amended through letters exchanged between both institutions. Once approved by both institutions, such amendments shall be made part hereof.

In witness whereof, six (6) counterparts, two (2) in English language, two (2) in Spanish language and two (2) in Russian language, each of which shall be deemed an original, are signed in the place and date indicated below.

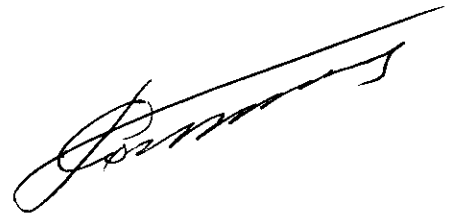
23 April 2015

**For the Instituto Nacional de
Tecnología Agropecuaria**

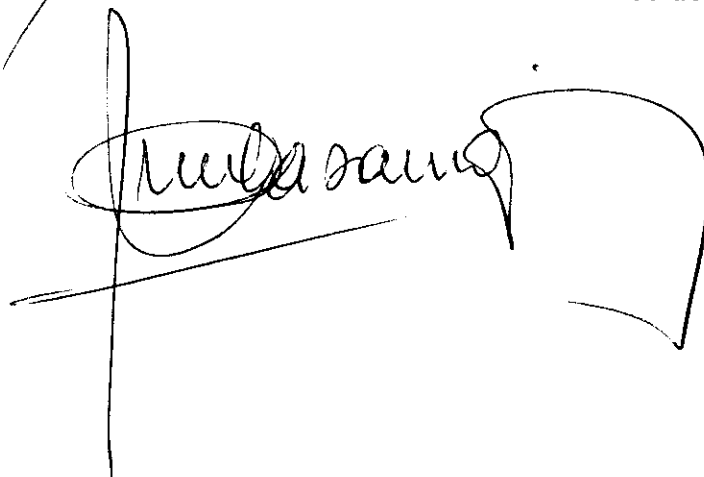
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**Eng. Francisco J. O. Anglesio
President**

**For the Russian Academy of
Sciences**

A handwritten signature in black ink, featuring a series of connected loops and a long horizontal stroke at the end.

**Academician
Gennady A. Romanenko
Vice-President**

A large, handwritten signature in black ink, with a prominent vertical stroke on the left and a large, sweeping loop on the right.