

Between the National Institute for Agricultural Technology, hereinafter called INTA, with legal residence at 1439 Rivadavia St., Buenos Aires, Argentina, represented in this act by its president Dr. Héctor Jorge Larreche as party of the first part and A&J PLANT ASSOCIATES LIMITED, hereinafter called "THE COMPANY", with legal residence at 15 St. Cuthbert's Street Bedford MK 40 3JB, United Kingdom, represented in this act by its Director Mr. James Ellis Plant as party of the second part, agree to enter into the present agreement, WHEREAS-----

INTA intends to develop and build Scientific Parks, also known as Technological Innovation Parks in Argentina and other places, along with Institutes and Companies from the United Kingdom and the European Union in character of technology supplier and grantor of financial sustain and other forms of investment and cooperation and THAT-----

A & J Plant Associates declares to be capable of acting both as INTA's representative for the attainment, from the United Kingdom and the European Union, of all the technology and copyrights required by INTA and as agent for the transference of technology and copyrights offered by INTA to the United Kingdom and the European Union. The parties shall agree upon transference of property or usage in every particular case.-----

For the execution of this Agreement, the parties submit themselves to the following clauses:-----

**FIRST CLAUSE:** A & J PLANT ASSOCIATES shall act before the United Kingdom and the European Union in all matters referred to identification and transference of technology and intellectual property, both requested and offered by INTA in accordance with the protocol agreed upon. -----

**SECOND CLAUSE:** The parties shall collaborate in the interchange of information both of technical and financial data, statistics, entries and any other information whatsoever related to process, design, formulas and industrial, chemical, biological, electronic or any other program, experimental results, applications to be prepared and rights pending of registration, inventions, patents, trademarks and licenses and commercial actions, so as to facilitate the proper diffusion of services.-----

**THIRD CLAUSE: CONFIDENTIALITY** -----

I. The information shall be kept restrained by the parties and safe from risk of robbery, loss or diffusion, whatever the means of supply. Said information shall only be granted to officers or employees of the receiver directly connected with the transference of technologies and intellectual property between INTA and A & J PLANT ASSOCIATES. As regards Confidential Information the parties agree as follows: a) Receiver is the party that receives confidential information. Confidential information revealed shall remain as property of the giving party and safely kept by the receiver. It shall neither be diffused to third parties nor used with other purposes whatsoever than those herein expressed, without previous express consent by the giver; b) Exceptions: Confidentiality obligations and restrictions of use are not to be applied upon information available to the public by means of publication, documentation or in case it had been previously known by the receiver;

*[Handwritten signature]*

c) Confidentiality obligations and restricted use shall terminate three years after the termination of this agreement.-----

- II. Diffusion among personnel: The receiver agrees to inform of this obligations as well as of all confidentiality and restricted use agreements to those officers, directors, shareholders, employees, etc. that accede to confidential information so as to bound them to this restrictions.-----

**FORTH CLAUSE: PAYMENTS**-----

A & J PLANT shall receive 10% of the agreement value as retribution for services granted in the creation of every technology transference agreement. This sum shall be payable as follows: 5% to the supplier and 5% to the purchaser of the above- mentioned technology. -----

**FIFTH CLAUSE: TERMINATION**-----

1. Default on obligations by one of the parties as regards obligations or effective fulfillment in accordance with available capacities shall be notified by the other party by writing. If claims were not corrected within 90 days upon receipt of the above-mentioned notification, the affected party may terminate the present agreement previous notification by writing to the other party. -----
2. Irrespective of the terms referred to duration of this agreement, any of the parties may terminate this agreement at any time previous six months in advance written notification to the other party. In that case, amounts due by INTA shall be paid before termination of the six months notification.-----
3. The parties shall agree upon the termination of this agreement at any time. -----

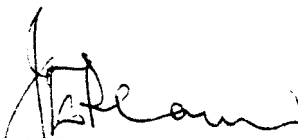
**SIXTH CLAUSE: DISPUTES**-----

The parties agree to friendly settle any question referred to interpretation, settlement, execution or fulfillment of this agreement. If disagreements continue, the undersigned shall submit themselves to settlement by Arbitration Court appointed to this effect by common agreement of the parties.

**SEVENTH CLAUSE: PERIOD OF VALIDITY**-----

The present agreement shall be valid for THREE (3) YEARS as from the date of the last signature and may be renewed by common agreement of the parties, previous evaluation of benefits and results obtained. -----

In witness whereof and ratifying its contents, the present agreement is signed in two (2) copies in Spanish and two (2) copies in English of the same tenor and purpose in the city of Buenos Aires, on this *ninth* day of the month of October in the year nineteen hundred and ninety eight.-----



Mr. James Ellis Plant  
Director

A & J PLANT ASSOCIATES LIMITED



Dr. Héctor J. Larreche  
President

NATIONAL INSTITUTE FOR  
AGRICULTURAL TECHNOLOGY