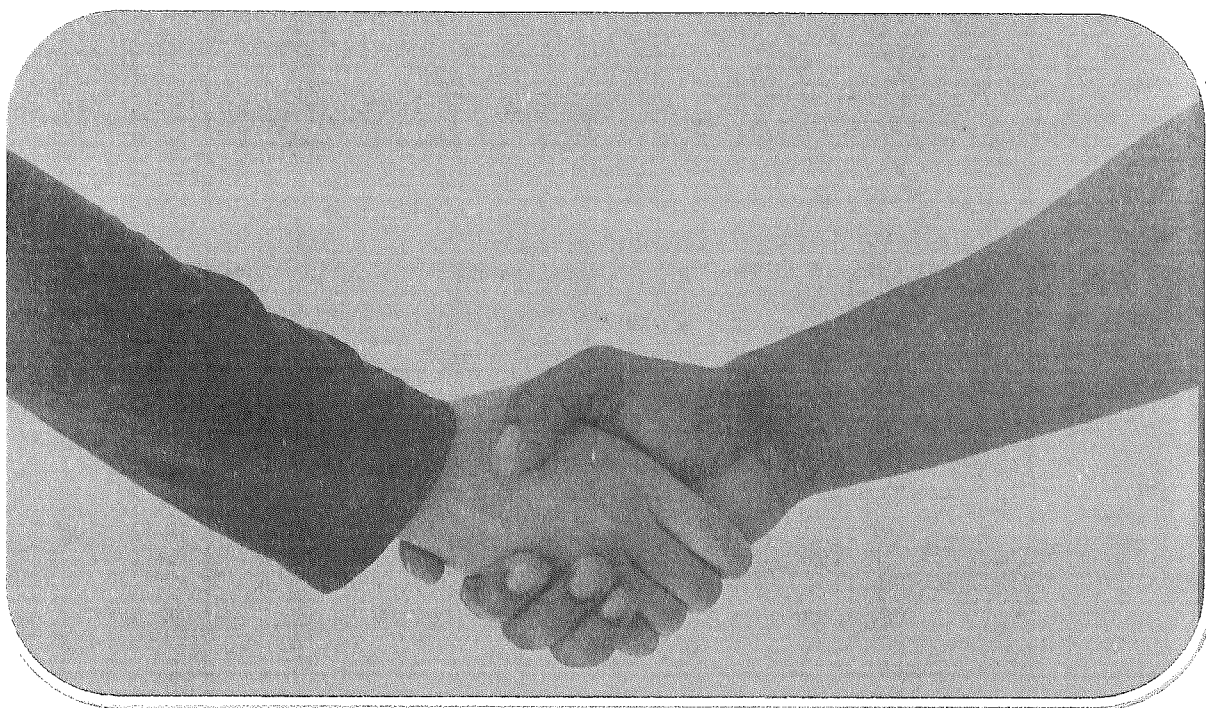


Cooperation Agreement



Bucharest, June 2016

NORTH DAKOTA STATE UNIVERSITY
"NDSU"

ACADEMY OF AGRICULTURAL AND
FORESTRY SCIENCES
"Gheorghe Ionescu-Sisesti"

No. _____ / _____ 2016

No. 3353 / Sept. 2, 2016

COOPERATION AGREEMENT

Between:

I. PARTNERS

North Dakota State University (N.D.S.U.), with headquarters in Fargo, North Dakota, legally represented by President Dean L. Bresciani, Ph.D, hereinafter referred as "N.D.S.U."

Academy of Agricultural and Forestry Sciences "*Gheorghe Ionescu-Sisesti*" with headquarters in Bucharest, 61 Mărăști Blvd, postal code 011464, legally represented by **President Prof. Dr. Eng. Gheorghe Sin**, hereinafter referred to as "A.A.F.S."

II. GENERAL PROVISIONS.

The present agreement lays the basis of an unincorporated association created for the purpose of inter-institutional cooperation, based on the mutual agreement of the two leaders of partnership.

Art. 1. As this cooperation does not set up as a distinct legal personality as against the third parties it cannot oblige distinctly. Each partner can oblige itself against the third parties directly and distinctly by contracts.

Art. 2. Cooperation within the Agreement operates by the following equitable principles and by mutual consultation, aiming to reach common goals:

- a) technical-scientific, financial, managerial and legal assistance of each party;
- b) priority in carrying out services for the purpose of the cooperation;
- c) legal and commercial independence of each associate member;
- d) mutual support for carrying out the purpose of the cooperation;

Art. 3. Object of the Agreement

Following the meetings between the leaders of N.D.S.U. and A.A.F.S. emerged the possibility of collaboration of the two institutions for developing a modern and sustainable agriculture.

The object of this Cooperation Agreement consists in research and innovation projects, training for specialists in research, exchange of experience and pilot projects implemented in Romania.

In this regard the two institutions agree to promote the following objectives:

- a) a direct cooperation between N.D.S.U. and A.A.F.S. and its structure of Research Institutes and Stations;
- b) to carry out projects in the field of innovation and research;
- c) implementation of projects in the field of professional training and experience exchange regarding the training of experts from the research field;
- d) to implement pilot projects in Romania;

Ownership of any intellectual property developed within a research collaboration in connection with this Agreement shall be determined in accordance with inventorship. Any innovation(s) developed by either university/academy prior to entering this Agreement shall be owned by said university/academy.

Art. 4. Obligations of the Parties

a) Obligations of North Dakota State University

- N.D.S.U. will designate a person responsible for the relationship with A.A.F.S. and coordinate the cooperation between the two institutions.
- A.A.F.S. will provide N.D.S.U. with information on publications, seminars, conferences, etc. that N.D.S.U. can make available to potential interested farmers.
- Engage its partners and other people interested in participating in events organized by A.A.F.S.
- Identify interest issues of its partners and communicate to A.A.F.S. the possible research themes and fields for professional training and/or by its partner in Romania RGIC CONSULTANTA SRL, represented by Otilia Manta.

b) Obligations of the Academy of Agricultural and Forestry Sciences – Bucharest

- To nominate a person who is responsible and follows the cooperation with N.D.S.U.
- The R&D units from A.A.F.S. network will carry out the N.D.S.U. requirements and support the activities organized by N.D.S.U.
- A.A.F.S. together with N.D.S.U. and their partners will explore the possibilities to organize in Romania joint model farms, testing stations, experimental and demonstrative plots, seminars, meetings with farmers, direct technical assistance, etc.
- Analyses of proposals from N.D.S.U. and organizing forms of professional training.
- A.A.F.S. will analyze and include in the plans of its own research themes of R&D units, the proposals from N.D.S.U., as a result of its partners' desires.

Art. 5. Methodology

For implementing the present cooperation agreement, a permanent working group will be created. This group will develop a multiannual strategy by annual action plans including for instance:

- Crops technologies including conservation tillage and animal breeding.
- The assessment of agricultural farms efficiency.
- The conservation of genetic resources.
- Training of young researchers (genomics, agrarian economy, etc.).

The group will continuously monitor the conduct of the planned activities. The working group will consist of 3 persons from each party.

This group should meet once a year or as necessary, the date, time and location mutually agreed by the parties.

It is understood that the details of joint activities, conditions for utilization of results achieved, and arrangements for specific visits, exchanges and other forms of cooperation will be negotiated for each specific type of activity and that each party will designate oversight responsibilities for such activities.

Art. 6. Duration of Protocol

1. This Agreement shall enter into force upon signature by both parties and is valid till 31 Dec. 2020, extendable by mutual consent of the parties. This Agreement may be terminated by either party with 90 days' notice to the other party.
2. The Agreement may be amended and / or supplemented by an addendum signed by an authorized representative of each party, at the initiative of either.
3. The Party initiating the change and / or completing the Agreement will send the other party its written reasoned proposals, six months in advance.


Art. 7. Final provisions

1. This Agreement may be supplemented by addendum whenever considered necessary.
2. This Agreement may be terminated by written mutual consent of the parties.
3. The Parties agree to make all efforts for amicable settlement of any disputes arising from the implementation of this Agreement. Otherwise, disputes will be resolved by the competent courts.


Completed and signed today September 2, 2016 in two original English copies, one for each party, both being equally valid.

North Dakota State University
(N.D.S.U.)

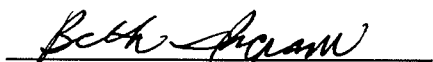
Academy of Agricultural and
Forestry Sciences, "Gheorghe
Ionescu-Sisesti"



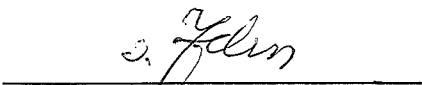
Dean L. Bresciani, Ph.D.
President




Prof. Dr. Eng. Gheorghe Sin
President



Beth Ingram, Ph.D.
Provost



Prof. Dr. Eng. Ioan Jeley
Counselor to the AAFS President



Kenneth F. Grafton, Ph.D.
Vice President for Agricultural Affairs

September 2, 2016

Date

July 29, 2016

Date