TECHNICAL COOPERATION AGREEMENT
BY AND BETWEEN
THE NATIONAL INSTITUTE OF AGRICULTURAL TECHNOLOGY,
ARGENTINA
AND
THE COLLEGE OF AGRICULTURE, IOWA STATE UNIVERSITY OF SCIENCE
AND TECHNOLOGY, UNITED STATES OF AMERICA

Agreement by and between the College of Agriculture, Iowa State University of
Science and Technology, (hereinafter called THE COLLEGE), with legal
address at 138 Curtiss Hall, Iowa State University, Ames, IA 50011, herein
represented by the Dean Wendy Wintersteent, PhD, party of the first part; and
THE NATIONAL INSTITUTE OF AGRICULTURAL TECHNOLOGY (hereinafter
called "INTA") with legal address at Rivadavia 1439 of the City of Buenos Aires,
herein represented by the President of the INTA's Board of Directors, Carlos
Alberto PAZ, Agr. Eng., party of the second part.

• Whereas, within the framework of the Memorandum of Understanding
executed on November 22, 2005 (Res. 492/05) by and between the College
of Agriculture, Iowa State University of Science and Technology,
represented by Dean Wendy Wintersteent, PhD, and the National Institute of
Agricultural Technology, represented by Carlos A. Cheppi, Agr. Eng., the
establishment of a cooperation relationship between the institutions is under
consideration aimed at promoting and developing an academic and cultural
exchange which would involve mutual assistance activities in the areas of
education, research, development and technology transfer and personnel
training.

• Whereas, the objective of this work project is the chemical characterization
of low mobility nutrients of soil profile under no-till (NT) system and its
influence on yield.

• Whereas, NT – agricultural system based on the elimination of tillage
operations, and on the permanent covering of soil with crop residue – is an
agricultural model that begun to develop, improve and be increasingly
applied to larger areas within a broad and varied range of socioeconomic
and agroecological conditions.

• Whereas, the new technology affects the decisions growers must make, and
therefore, a strong research program is required to support the benefits of
no-till and the current knowledge on different aspects of NT should be
included.

• Whereas, many questions arise from the essential nutrient dynamics of
plants, and NT generates two major issues as to the use of soil analyses,
such as deep vertical stratification and lateral stratification. Both problems
are critical to poor mobility nutrients in soil and high residuality, such us phosphorus (P), potassium (K) and zinc (Zn).

Now, therefore, the parties agree to execute this Technical Cooperation Agreement which shall be subject to the following clauses:

PURPOSE OF THE AGREEMENT

FIRST: INTA and The COLLEGE agree to develop research activities related to the effects of no-till on the availability and distribution of some nutrients in soil profile and to the selection of the most appropriate sampling methodology for the diagnosis of edaphic fertility and the application of fertilizers. The activities to be performed are detailed in the Work Project and the Schedule of Activities in Exhibit I.

COORDINATING COMMITTEE

SECOND: For the purposes of achieving the above-mentioned purposes, a Coordinating Committee shall be set up, which composition shall include a regular member and an alternate member for each of the parties, within the period of fifteen (15) days following the agreement execution. The parties may replace their representatives whenever deemed convenient and shall immediately inform the other party in writing of the replacing members appointed.

THIRD: The Coordinating Committee shall be granted the following powers and functions: a) To prepare the Annual Schedule of Activities, the relevant annual expense budget and cash flow for their execution. b) To modify the Annual Schedule of Activities and its relevant budget at any time of its development, where any such need is detected through tracking thereof in order to achieve the purposes of this agreement. c) To carry out the tracking of the works assigned to this agreement and set the progress degree of the Project. d) To deal with all the statements, proposals and/or advice arising from the contracting parties, in connection with the entire Project and not included on the function list. e) To safeguard the secrecy of confidential information. f) To approve publications and/or produced documents. g) All items discussed and resolved at general and special meetings must be signed by each institution’s regular and alternate members present thereat; additionally, copies thereof shall be submitted to the relevant authorities, the National Coordination of Institutional Cooperation at INTA and the Dean Office of THE COLLEGE.

“INTA’S” OBLIGATIONS

FOURTH: INTA, through the Soil Institute (Instituto de Suelos) belonging to the Natural Resources Research Center (Centro de Investigación de Recursos Naturales), shall carry out all works necessary to achieve the purposes stated in the first clause. INTA shall appoint Emilia Rivero, Agr. Eng., responsible for
this agreement as well as for the coordination and technical and administrative execution of INTA’s respective activities.

FIFTH: INTA undertakes to provide the economic and physical resources necessary to attain the purposes stated in the fourth clause amounting to $28,000 as specified in Exhibit II.

SIXTH: INTA undertakes to provide the professional personnel listed on Exhibit III, specifying their individual responsibility and time basis for the fulfillment of the activities (No. of Days). INTA through the Coordinating Committee, undertakes to serve THE COLLEGE written notice of any possible changes that may occur; changes which shall affect neither the purpose of this agreement nor the schedule of activities agreed upon.

THE COLLEGE’S OBLIGATIONS

SEVENTH: THE COLLEGE, through the Department of Agronomy, shall carry out all works necessary to achieve the purposes stated in the first clause. The COLLEGE shall appoint Antonio Mallarino, PhD, as responsible for this agreement. He shall be responsible for the coordination and the technical and administrative execution of the COLLEGE’s relevant activities.

EIGHTH: THE COLLEGE undertakes to provide the economic and physical resources necessary to attain the purposes provided for in the fourth clause amounting to $28,000 as specified in Exhibit II.

NINTH: THE COLLEGE undertakes to provide the professional personnel listed on Exhibit III, specifying their individual responsibility and time basis for the fulfillment of the activities (No. of Days). THE COLLEGE, through the Coordination Committee, undertakes to serve INTA written notice of any possible changes that may occur; changes which shall affect neither the purpose of this agreement nor the schedule of activities agreed upon.

EXECUTION

TENTH: During the years following the execution of this Agreement, the Parties, through the Coordinating Committee, shall prepare and submit to the competent authorities, for their approval and signing, the minutes where the work project, the annual activity schedule, the estimated annual budget and the personnel involved are duly recorded. For the purposes of this clause INTA’s competent authority shall mean the Director of the Natural Resources Research Center (Centro de Investigación de Recursos Naturales), Roberto Casas, Agr. Eng., and the Dean of the College of Agriculture by THE COLLEGE, Wendy Wintersteen, PhD.
ELEVENTH: The partial or final results obtained by virtue hereof may be published by mutual agreement, expressly stating each party's involvement in the publication. Anyway, any publication or document related hereto and produced unilaterally shall always refer to this agreement. Parties shall clearly state the other party's collaboration; such statement shall not entail any responsibility by the latter as to the publication or document content.

PROPERTY OF THE ASSETS:

TWELFTH: The chattels or real estate of THE COLLEGE and INTA allocated to the execution of this Agreement and used for the development of the work plans, or those that may be added and/or used in the future, shall remain as property of the party they belong to, or which has provided the funds for their acquisition, unless otherwise formally provided for.

THIRTEENTH: Any inventoried element given by one of the parties to the other party as loan shall be returned to the one that supplied it once the purpose of such loan is served, in good condition except for the usual wear and tear. The recipient party shall be deemed for all purposes as legal depository of the elements received.

INDEPENDENCE OF THE PARTIES AND RESPONSIBILITIES

FOURTEENTH: INTA and THE COLLEGE hereby formally set forth that each party shall bear all the risks of accidents and/or diseases of its own personnel while carrying out their activities and shall be responsible for maintaining the property made available for complying with the purposes of this agreement. As to their own staff, the parties shall be liable for any burden caused by their actions or omissions.

FIFTEENTH: Default of any obligation by THE COLLEGE's or INTA's personnel assigned to the performance of this agreement shall result in the submission of the related records, upon the report of the Coordination Committee, to the relevant party so as to take any necessary step pursuant to the applicable regulations.

SIXTEENTH: As to any circumstance or fact related to this agreement, the parties agree to retain the individuality and autonomy of their relevant technical and administrative structures as well as to assume, particularly, any resulting responsibilities.

POSSIBILITY OF AGREEMENTS WITH THE SAME PURPOSES

SEVENTEENTH: It is expressly stated that the execution of this Agreement does not prevent THE COLLEGE or INTA, either jointly or individually, from
entering into other agreements of like purpose with other Entities or Institutions within the country or abroad. In such a case, the parties shall notify in advance the other party, giving it the necessary information to coordinate any joint tasks.

**STEPS FOR NORMAL DEVELOPMENT**

**EIGHTEENTH:** INTA or THE COLLEGE shall take, either jointly or individually, any necessary precautions so as to avoid any kind of interference that may affect the regular performance of the activities resulting from the obligations herein assumed and any other activities specifically related to such performance.

**GOOD FAITH AND CORDIALITY**

**NINETEENTH:** The relations between the COLLEGE and INTA should show the best spirit of cooperation based on the principles of good faith and cordiality according to the common purposes pursued by this agreement.

**DISPUTES AND JURISDICTION**

**TWENTIETH:** The parties undertake to settle directly and friendly and through the relevant hierarchical instances, any such dispute and disagreement originated between them as to the planning and execution of activities. Should the disagreement be not settled, the parties mutually agree to submit to the award and decision issued by an Arbitration Court summoned to that effect.

**NOTICES.**

**TWENTY FIRST:** For all legal effects, the parties establish their domiciles at the addresses stated *ut supra*.

**DURATION:**

**TWENTY SECOND:** This agreement shall be valid for 3 (three) years and be effective as from the date of its execution. It may be extended for an equal term by mutual agreement of the parties and upon evaluation of the results obtained.

**TERMINATION**

**TWENTY THIRD:** Either party may terminate this agreement should the other party fail to comply with its obligations hereunder. Any event of default shall be demanded in writing and the defaulting party shall comply with the relevant obligation within a thirty (30)-calendar-day term, duly warned that noncompliance may give rise to the rescission of this agreement.

**TWENTY FOURTH:** Either of the parties may unilaterally terminate this Agreement, having served notice in writing to the other party 30 (thirty) days in
advance of the expiration date. Termination shall not give the parties any right to enter any indemnification claim whatsoever. In the event of such termination, works under way shall go on until the completion thereof.

IN WITNESS WHEREOF, the parties have executed two (2) copies in Spanish and two (2) copies in English of this Technical Cooperation Agreement, the four counterparts of which being of the same tenor and to the same effect.

[Signature]
By: INTA
Name: Carlos Alberto PAZ
Title: President of the Board of Directors
Place: Buenos Aires, Argentina
Date: October 20th, 2008

[Signature]
By: THE COLLEGE
Name: Wendy WINTERSTEEN
Title: Dean
Location:
Date: 11-29-09