

Letter of Intent

Between

**Agencia Nacional de Investigación e Innovación,
Rincón 528, Montevideo, Uruguay**

and

**AIT Austrian Institute of Technology GmbH
Donau-City- Straße 1, 1220 Vienna , Austria**

1. Introduction and Background

The AIT Austrian Institute of Technology GmbH (AIT) and the National Research and Innovation Agency (ANII) (hereinafter AIT and ANII shall collectively be referred to as the “Parties”) agree to execute this Letter of Intent expressing their intent to collaborate in the detailed planning, and eventual implementation, of a proposed initiative aimed at strengthening research capacity on management and utilization of plant and microbial resources for food safety and environmental sustainability, as further described in section 3 below (the “Initiative”). The Parties agree that this Letter of Intent is not legally binding, but reflects their good faith intentions to work together in planning and implementing the Initiative.

2. Parties

AIT, the largest non-university research facility in Austria, performs applied research in various fields including research on biological resources to improve plant production, food safety and security and to improve environmental quality. ANII, a public institution, supports research to find practical, long-term solutions to social, economic, and environmental problems which they face.

3. The Initiative

AIT and ANII wish to collaborate in the planning and implementation of the Initiative, which aims to fund molecular biology research and technology development on management and use of biodiversity for climate change mitigation, food safety and environmental through a call for research proposals, Master and PhD programs and eventual short term visits. The main objective of the Initiative will be to generate relevant knowledge on bioresources, and foster new trans-boundary research capacity for, development and application of molecular tools in microbial biodiversity research and analysis of plant interactions, molecular environmental diagnostics and functional genomics.

4. Principles of Collaboration

During the period from 1 July 2010 to 31 May 2011 (the “Planning Phase”), AIT and ANII will work together to develop a plan for the implementation of the Initiative (the “Plan”), which will outline the objectives, expected results, selection process for grantees, mechanisms for providing technical assistance, monitoring and evaluation framework, and budget for the Initiative. During the Planning Phase AIT and ANII shall bear their own costs. The following principles will guide the development of the Plan by the Parties:

- the Parties will jointly administer the Initiative;

- the Parties will, subject to their respective financial approvals, procedures, practices and policies, each make roughly equal financial contributions towards the Initiative;
- the Parties will administer the Initiative, and any grants provided, pursuant to their respective policies and procedures.

5. Planning Phase

a) A committee composed of representatives from each of AIT and ANII will oversee the development of the Planning Phase. During this phase the representatives will discuss and agree to establish:

- The terms of reference and conditions for short visits, Master and PhD grants and scholarships. This will be considered as part of the regular budget of mobility grants offered by ANII with a specific window for AIT, and AIT will offer training
- The terms of reference for specific joint research project.

b) For the purposes of the Planning Phase the following individuals shall serve as the lead contact persons for the Parties:

For AIT:

Dr. Angela Sessitsch
 Department of Health & Environment / Bioresources
 A-2444 Seibersdorf
 Tel. +43 50550 3509
 E-mail: angela.sessitsch@ait.ac.at

For ANII:

Dr. Fernando Amestoy
 Secretario Ejecutivo
 Rincon 528/2
 Tel. 00598-2-9166916
 E-mail: famestoy@anii.org.uy

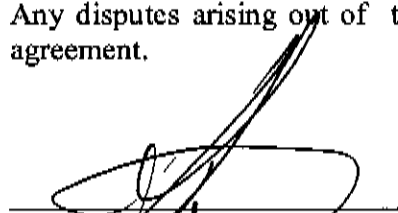
6. Observance of Secrecy

The parties agree that it may be necessary to exchange certain Confidential Information, know-how such as technical information, knowledge of commercial, administrative or other Proprietary Information (hereinafter Confidential Information) with each other during this cooperative effort. It is agreed that both parties will treat such informations as strictly confidential and keep secret any and all such Confidential Information. Each party shall exercise all reasonable precautions to prevent disclosure of such Confidential Information received by it and agree that all such Confidential Information shall only be used in connection with carrying out the agreed upon collaborative activities described herein. The parties shall be obligated to ensure, and guarantee, that their engaged

employees, management body, consultants or any other persons having access to the Confidential Information will be under the same confidential obligation.

7. Dispute settling

Any disputes arising out of this agreement shall be decided by the parties by mutual agreement.



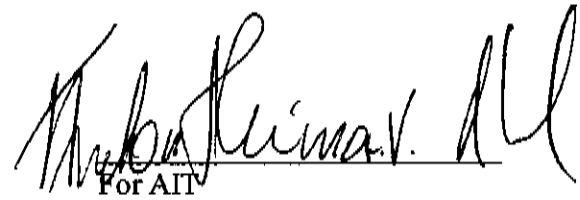
For ANII
ROBERT DJEDJIRA
Name

PRESIDENT

Title

30.06.2010

Date



For AIT

Di Anton Plimon

Name

Financial Manager

Title

22.6.2010

Date