Commitment as Partner Organisation

Universidad de Murcia ("UMU") and the organisations shown in the Annex 1 (hereinafter referred to as "Consortium") are participating in the European Joint Doctorate in Biology and Technology of Reproductive Health (hereinafter referred to as REPBIOTECH-EJD).

Hence, this agreement is between:

1. UMU having its registered office or based in Avenida Teniente Flomesta, s/n, 30003, Murcia, Spain, acting on behalf of the Consortium,

And

2. North Dakota State University, having its registered office or based in 1340 Administration Avenue, Fargo, ND, 58102, USA, hereinafter referred to as NDSU.

General provisions:

NDSU agrees to:

(i) Contribute to the REPBIOTECH-EJD by receiving PhD students enrolled in the Joint Doctorate in order to complement the research training programme by providing additional research and transferable skills training and/or secondment opportunities.

(ii) Contribute to the REPBIOTECH-EJD by abiding decisions made by the Supervisory Board.

(iii) Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party each time a student is received.

Provisions related to the participation to the REPBIOTECH-EJD Supervisory Board:

The Consortium welcomes NDSU as a member of the Supervisory Board ("SB"). Participation as a member of the SB will involve the representative of NDSU receiving, and/or participating in this Joint Doctorate discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of this European Joint Doctorate ("Results") or before the European Joint Doctorate ("Background"). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, NDSU will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to NDSU as a member of the SB. In addition, confidential information may be disclosed to NDSU by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to NDSU in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to NDSU by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential Information" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Discloser". To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in Annex 2.

By signing below, NDSU agrees to the following:
to take all reasonable steps to ensure that all Confidential Information disclosed to NDSU as a member of the SB remains confidential during the Joint Doctorate and for a period of four (4) years after its participation;

not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking NDSU's duties as a member of the SB without the written consent of the Discloser;

not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser;

to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form.

NDSU will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with this Joint Doctorate. NDSU will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence NDSU will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume liability for the acts or omissions made for its personnel representatives or agents.

In addition, NDSU agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

(i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to NDSU as a member of the SB, becomes general or public knowledge either through no fault of NDSU or following further written agreement between NDSU and the Discloser;

(ii) when any such Confidential Information can be shown by NDSU to have been in NDSU's possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;

(iii) when any such Confidential Information is received by NDSU from a third party that NDSU reasonably believe has no similar obligation of confidentiality to the Discloser;

(iv) when NDSU can reasonably demonstrate that any such information has been previously developed by NDSU without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

Any ancillary agreements, amendments or additions hereto shall be made in writing.
In consideration of the invitation to participate as a member of the SB, NDSU accepts the conditions set out within this agreement.

Name of NDSU Authorised signatory
DEAN BRESCIANI, PRESIDENT
(Handwritten)
Signed
________________________
(by NDSU Authorised signatory)

Date 6-25-18

At the time of the signature, NDSU nominates the following employees as its representatives in the SB.
For the avoidance of doubt, NDSU is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)

________________________
LAWRENCE P. REYNOLDS
(Block Capitals)
Normal Work Address of SB member(s)' representative(s)

ANIMAL SCIENCE DEPARTMENT, DEPT. 7630, NDSU, FARGO ND 58108-6050
(Block Capitals)
Signed
________________________
(by SB member(s)' representative(s))

Date 26 June ’18

Name of authorised member of UMU’s Staff acting on behalf of the Consortium

Signed
________________________
Date 3 July 18

Annex 1. Consortium Members

<table>
<thead>
<tr>
<th>Beneficiary’s Name</th>
<th>Organisation short name</th>
<th>Country</th>
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</thead>
<tbody>
<tr>
<td>Universidad de Murcia</td>
<td>UMU</td>
<td>ES</td>
</tr>
<tr>
<td>Universiteit Gent</td>
<td>UGent</td>
<td>BE</td>
</tr>
<tr>
<td>University College Dublin, National University of Ireland, Dublin</td>
<td>NUID UCD</td>
<td>IE</td>
</tr>
<tr>
<td>Rheinische Friedrich-Wilhelms-Universitat Bonn</td>
<td>UNI-BONN</td>
<td>DE</td>
</tr>
<tr>
<td>Universita Degli Studi Di Teramo</td>
<td>Uni-Te</td>
<td>IT</td>
</tr>
<tr>
<td>Partner organisation's Name</td>
<td>Organisation Short Name</td>
<td>Country</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Instituto Valenciano de Infertilidad</td>
<td>IVI</td>
<td>ES</td>
</tr>
<tr>
<td>Harvard University</td>
<td>HSPH-HMS</td>
<td>US</td>
</tr>
<tr>
<td>Okayama University</td>
<td>OU</td>
<td>JP</td>
</tr>
<tr>
<td>Institut National de la Recherche Agronomique</td>
<td>INRA</td>
<td>FR</td>
</tr>
<tr>
<td>National Institute for Research and Tech in Agricult and Food</td>
<td>INIA</td>
<td>ES</td>
</tr>
<tr>
<td>Minimal Invasive Surgery Centre</td>
<td>CCMIU</td>
<td>ES</td>
</tr>
<tr>
<td>Icahn School of Medicine at Mount Sinai</td>
<td>MSSM</td>
<td>US</td>
</tr>
<tr>
<td>CRV BV</td>
<td>CRV</td>
<td>NL</td>
</tr>
<tr>
<td>Union Nationale des Coopératives d'Elevage et d'Insémination Animale</td>
<td>ALLICE</td>
<td>FR</td>
</tr>
<tr>
<td>Laboratory of Reproductive Biology in the Juliane Marie Centre</td>
<td>JMCWCR</td>
<td>DK</td>
</tr>
</tbody>
</table>

Annex 2

The SB as the ultimate decision-making body of the consortium and will be responsible for the fair selection process and, the final admission of the candidate and the assignment of the supervisors and research topics.

The Ordinary meeting of the SB is at least once a year, and an extraordinary meeting could take place at any time upon written request of 1/3 of the Members of the SB.

Notice of a meeting: The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

Ordinary meeting: 45 calendar days
Extraordinary meeting: 15 calendar days

Sending the agenda:
The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Ordinary meeting: 21 calendar days
Extraordinary meeting: 10 calendar days

Adding agenda items:
Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.
Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Ordinary meeting: 14 calendar days
Extraordinary meeting: 7 calendar days

Voting rules and quorum:
Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).
If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

The decisions of the SB shall be taken by consensus. If such a consensus cannot be reached, decisions will be taken by a majority vote, except where the Consortium Agreement expressly requires unanimity. He SB has twenty votes. Ten votes are distributed among the beneficiaries and ten votes are distributed among the Partner Organisations.

Each Beneficiary Member of a Consortium Body present or represented in the meeting shall have two votes, and each Partner Organisation Member of a Consortium Body present or represented in the meeting shall have a fixed number of votes depending on the total number of Partner Organisations.

Members:
The SB shall consist of one representative of each Party (hereinafter Supervisory Board Member, “SBM”). The SBM are the scientists in charge of the beneficiaries. The SBM consists also of one representative of each one of the Partner Organizations. The SB includes also two representatives of ESRs.