



Simple Letter Agreement for the Transfer of Materials
for Verification and Approval by UF/IFAS Industrial Hemp Pilot Project

This Agreement entered into as of the date of the last signature on this Agreement (hereinafter the “Effective Date”) by _____ with a principal address of _____ (hereinafter “PROVIDER”), the University of Florida Board of Trustees, a public body of the state of Florida with offices at G040 McCarty Hall, D, Gainesville, FL 32611, on behalf of its Institute of Food and Agricultural Sciences (hereinafter “UF/IFAS”), and Roseville Farms, LLC with offices located at 3251 Ponkan Pine Road, Apopka, FL 32712 (hereinafter “QPP”). PROVIDER, UF/IFAS, and QPP are each a “Party” and are collectively referred to as the “Parties”.

Background

The University of Florida’s Institute of Food and Agricultural Sciences is an agricultural and natural resources program of the University of Florida. In 2017, UF/IFAS was authorized under 1004.4473, Florida Statutes (“F.S.”), to establish an industrial hemp pilot project. 581.217, F.S., requires that licensees authorized by the State of Florida to produce hemp but may only use hemp seeds and cultivars certified by a certifying agency or a university conducting an industrial hemp pilot project pursuant to 1004.4473, F.S.

UF/IFAS has created an industrial hemp verification program in accordance with 5E-4.016, Florida Administrative Code (“F.A.C”), to approve hemp cultivars desired for production by producers licensed by the State of Florida.

PROVIDER has certain hemp cultivars (“MATERIAL”) listed in Appendix A that it desires to provide to UF/IFAS and its qualified project partner, QPP, for verification by UF/IFAS under F.S. 581.217.

In response to PROVIDER’s desire for UF/IFAS to evaluate the MATERIAL for potential verification under F.S. 581.217, the Parties agree as follows:

1. The MATERIAL is the property of the PROVIDER and is made available to UF/IFAS and QPP for verification by UF/IFAS under 5E-4.016, F.A.C., and 581.217, F.S.
2. At the completion of testing, UF/IFAS will destroy or arrange for destruction of the MATERIAL in accordance with the requirements of 5B-57.013, F.A.C., and will not return MATERIAL or any portion thereof to PROVIDER.
3. THE MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
4. The MATERIAL will be used for not-for-profit testing purposes only; however, UF/IFAS may use aggregated testing data for educational and research purposes, including for publication, subject to the other requirements of this Agreement.
5. PROVIDER agrees to provide UF/IFAS with documentation evidencing the identity and origin of the MATERIAL.
6. The MATERIAL will not be further distributed to others without the PROVIDER's written consent except that a representative sample of all viable plants of the MATERIAL will be submitted by UF/IFAS and/or QPP to a third-party laboratory for analysis of the total delta-9-tetrahydrocannabinol concentration in accordance with the Hemp Field Sampling Manual, FDACS-08119, 12/19.
7. UF/IFAS shall refer any request for the MATERIAL to the PROVIDER.
8. UF/IFAS agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
9. PROVIDER warrants to UF/IFAS and QPP that it has the authority to provide the MATERIAL under this Agreement.
10. PROVIDER shall be liable to UF/IFAS and QPP for any liability for claims for damages against them by third parties which may arise from the use, storage or disposal of the MATERIAL when such damage is caused by the gross negligence or willful misconduct of PROVIDER.
11. UF/IFAS and QPP agree to use the MATERIAL in compliance with all applicable statutes and regulations.



12. The MATERIAL is provided at no cost.
13. PROVIDER acknowledges and agrees that any certificate of verification issued by UF/IFAS for a particular cultivar of the MATERIAL will be limited to propagules from the particular mother plant that is used by PROVIDER for the vegetative cuttings submitted to UF/IFAS and/or QPP under this Agreement. This mother plant should be clearly identified by PROVIDER. Such certificate of verification shall only be used by PROVIDER for propagules produced from the particular mother plant used by PROVIDER for the vegetative cuttings submitted to UF/IFAS and/or QPP under this Agreement. Any certificates of verification issued by UF/IFAS for a particular cultivar of the MATERIAL shall be valid for five (5) years from the date of issuance. If PROVIDER desires to continue to use such mother plant to produce additional clones after the five (5) year period has passed, PROVIDER agrees that it must re-submit this cultivar to UF/IFAS for re-verification.
14. PROVIDER shall not use the name, or any adaptation of the name, of UF or QPP or of any of their employees in any advertisement, promotion, or sales literature.
15. PROVIDER is not granted any rights to use any marks owned or used by UF/IFAS.
16. PROVIDER shall, at all times during the term of this Agreement and thereafter, indemnify, defend, and hold UF/IFAS, the University of Florida Board of Trustees, QPP, and each of their directors, officers, employees, and agents, regardless of whether such individuals are employed by UF/IFAS at the time of the claim, harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, whether arising from a third party claim, resulting from UF/IFAS' enforcing this indemnification clause against PROVIDER, arising out of the death of or injury to any person or persons, out of any damage to property, and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the verification process conducted under this Agreement, or the production, sale, use, lease, consumption, marketing, or advertisement of the MATERIAL, and/or technical information.
17. In no event shall UF/IFAS or QPP be liable for consequential, incidental, or indirect damages, whether by way of actions in contract, tort (including negligence) or otherwise. Consequential damages shall include, without limitation, lost revenues, lost profit, cost of capital, and business interruption.
18. UF/IFAS and QPP MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND WITH RESPECT TO THE MATERIAL OR THE VERIFICATION PROCESS CONDUCTED UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
19. Governing Law. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to the conflict-of-law provisions, substantive law, or procedural law of any other country or jurisdiction. In the event of a dispute between the Parties regarding this Agreement, the Parties consent to the personal jurisdiction of, and to venue in, the U.S. District Court for the district in Florida that is appropriate for Gainesville.



INDUSTRIAL HEMP PROGRAM

PROVIDER, UF/IFAS, and QPP must sign a copy of this agreement. PROVIDER will send the MATERIAL after execution of this agreement as directed by UF/IFAS.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider: _____
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

Signature of Authorized Official Date

UF/IFAS INFORMATION and AUTHORIZED SIGNATURE

University of Florida Board of Trustees, on behalf of UF/IFAS
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

Signature of Authorized Official Date

QPP INFORMATION and AUTHORIZED SIGNATURE

Roseville Farms, LLC
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

Signature of Authorized Official Date



Appendix A

MATERIAL

| <u>Cultivar</u> | <u>Mother Plant ID</u> |
|------------------------|-------------------------------|
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UF/IFAS Hemp Pilot Project Propagule Transportation Form

UF Hemp Pilot Project Authorization

DEA Schedule 1 Holder: University of Florida (Institute of Food and Agricultural Sciences)

DEA Signing Authority: Dr. Robert Gilbert, Dean for Research – UF/IFAS

FDACS Permit Oversight: Jerry Fankhauser, Asst. Director of Florida Ag. Experiment Station

Transportation Procedure

This form must accompany transport of industrial hemp plant material accepted for submission to the UF/IFAS clonally propagated cultivar approval program. This form must also be accompanied with:

1. Third party test results from an approved lab for each cultivar documenting the decarboxylated delta-9 THC concentration of 0.3% or less on a dry weight basis by GC or total THC by HPLC. Test results must also identify the plant material source and cultivar name.
2. Documentation from the source identifying ownership of the cultivar with any relevant license or permission.
3. Documentation verifying that the provider has a current legal hemp operation in the state of origin (registration, permit, license, etc.).
4. Phytosanitary certificate of location of where mother stock plants for submitted cultivars are being maintained and propagated.
5. Each separate container containing cuttings must be tagged with a certification statement providing the name, origin, and quantity of the cuttings inside.
6. Roseville Farms UF/IFAS Planting Permit #045. (Provided upon submission approval)
7. UF/IFAS Schedule 1 DEA Registration/Permit. (Provided upon submission approval)

Signature of UF/IFAS Authority

Date Authorized

Signature of Source Authority

Date Shipped

Signature of Roseville Farms Authority

Date Received

