

Hemp Research Agreement for 2019 Growing Season

This Agreement, between _____ (“Grower”) and Delaware State University (“DSU”) (collectively the “Parties”), is required by the Delaware Department of Agriculture (“Department”) to permit Grower to grow and cultivate hemp (*Cannabis sativa* L.) in affiliation with DSU’s research pilot program titled, ‘Agronomic evaluation of industrial hemp cultivars in Delaware’ (the “Program”), and sets forth the Grower’s responsibilities under the Program, as well as the Parties’ mutual understandings with respect to the Program.

Pursuant to this Agreement, Grower intends to:

- Research with intent to market Research only

As a Department-authorized grower, Grower agrees to the following:

1. To provide DSU copies of Grower’s approved Hemp Grower Application and Site Registration Form, and to comply with the Department’s Hemp Programs Grower Guide.
2. To provide DSU, within 30 days of planting, information on seed variety, seeding rate, acreage, planting date, and method of planting.
3. To provide DSU, within 90 days after the harvest date, information on fertilization program, herbicide/pesticide program, irrigation and rainfall data from the growing season, soil test results, harvest date, yield of all components of the plant, THC and CBD testing dates and results.
4. That testing for THC (when, where, how and what) is the responsibility of the Grower done according to requirements of the Department, and testing for CBD (when, where, how and what) is the responsibility of the Grower done according to the requirements of DSU . DSU is not responsible for any testing to ensure grower compliance, but may choose on its own to conduct additional testing for research purposes, in which case DSU will be responsible for any expenses incurred.
5. To provide DSU and the Department access to the hemp growing sites during the growing season, and to allow DSU personnel to collect agronomic data and samples as needed.

DSU and Grower agree to the following:

6. DSU and Grower are separate and independent entities, and neither is the agent of the other. DSU and Grower hereby each agree to indemnify and hold the other party and their personnel free and harmless from any and all loss, cost, damage, claim, action or liability on account of the death of or injury to any person or persons or damage to or destruction of any property resulting from or growing out of any alleged negligence on

the part of the indemnifying party or their personnel in the implementation of this Agreement.

7. Any data provided to DSU by Grower in connection with the Program is not proprietary to Grower and will be used by DSU and shared with the Department, and shared with others at the DSU's discretion.

8. This Agreement may be terminated by DSU at any time at DSU's discretion.

9. This Agreement represents the entire agreement between the Grower and DSU with respect to the subject matter hereof and shall supersede all prior agreements and understandings of the parties.

Grower

Date

Delaware State University

Date