This Sponsor Agreement (hereinafter referred to as “Agreement”) is entered into with reference to the Framework Agreement of 1. September 2013 between the parties and is made effective on the date of the last signature hereto (hereinafter referred to as “the Effective Date”) between

**Department of large Animal Sciences**  
**UNIVERSITY OF COPENHAGEN**  
Nørregade 10  
1165 Copenhagen K  
Denmark  
CVR no. 29979812  

(hereinafter referred to as “UNIVERSITY”)

and

(Videncenter for Svineproduktion )  
**Pig Research Centre**  
Danish Agriculture & Food Council  
Axelborg,  
Axeltorv 3  
1609 Copenhagen V  
Denmark  

(hereinafter referred to as “SPONSOR”)

**Background**

UNIVERSITY wishes to broaden the scientific collaboration and strengthen the economic foundation for the research within the CPH-Pig.

SPONSOR wishes through this sponsorship to broaden its visibility and broaden the scientific collaboration in relation to CPH-Pig.

This Agreement may not in any way raise doubt about the UNIVERSITY in relation to UNIVERSITY research, education and communication as being free and independent of economic, political and ideological interests.
1. **Duties of SPONSOR**

SPONSOR will provide a funding of 300,000 DKK pr. year for research related activities within the CPH-Pig as outlined in the Framework Agreement.

SPONSOR will not use UNIVERSITY’s name, logo or trademark in its advertising or other public communication related to this Agreement and will not state that UNIVERSITY or any of its departments or any member of any of its departments has endorsed its products, without UNIVERSITY’s prior written approval. Such approval can only be obtained from the Central Administration, Department for Communication, at UNIVERSITY.

2. **Duties of UNIVERSITY**

To perform research related activities within the CPH-Pig as outlined in the Framework Agreement.

3. **Publication**

The University will publish the results of the research in accordance with normal procedures and academic traditions.

The University solely will decide when and where to publish the results of the research and will not be under any obligation to provide any draft to the SPONSOR prior to such publication.

3. **Breach and Termination**

This Agreement will come into force on the Effective Date and shall remain in force until 31 August 2015. The Agreement is irrevocable during the term of this Agreement unless otherwise expressly provided in the Agreement.

The parties are prepared to initiate non-binding negotiations for an extension no later than six (6) months prior to the termination of this Agreement and following an evaluation of the collaboration.

Any dissatisfaction by either party with the performance of the other party under this Agreement shall be notified to the defaulting party within 30 days of its becoming apparent and the parties will endeavour in good faith to reach an agreed position by direct discussion. However, no variation of this Agreement shall be binding unless it is in writing, signed by both parties.

Either party may terminate this Agreement forthwith by notice in writing if the other party commits a substantial breach of this Agreement which in the case of a breach capable of remedy will not have been remedied within thirty (30) days of the receipt by the party in default of notice identifying the breach and requiring its remedy.

Neither party shall assign or transfer any interest in this Agreement without prior written approval of the other party.
5. **Force Majeure**

Neither Party shall be liable for non-performance of its obligations under this Agreement if such non-performance is due to force majeure events of an extraordinary and unexpected nature that the Parties cannot be deemed to foresee upon conclusion of the Agreement. Force majeure events affecting a sub-contractor shall be irrelevant for the purposes of this Agreement.

The Party relying upon exemption from liability on account of force majeure shall notify the other Party without undue delay. If the force majeure event lasts for more than 30 days, the other Party shall be entitled to terminate the Agreement without prior notice.

6. **Liability**

SPONSOR shall be liable for the wrongful acts and omissions of their employees and for the risks associated with the SPONSOR’s performance (product liability) in accordance with the general rules of Danish law.

UNIVERSITY is not liable for the research leading to any specific results.

7. **Governing law and jurisdiction**

This Agreement shall be governed by Danish law, with the exception however of Danish international private law and rules concerning choice of law to the extent that such rules would lead to the application of another country’s law.

Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled out of court by negotiation between the Parties, shall - if possible in accordance with the Danish Administration of Justice Act § 225 and § 227 - be tried by the Maritime and Commercial Court as court of first instance.

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Accepted on behalf of
UNIVERSITY OF COPENHAGEN:

Date: 23/8 2013

Name: Hans Henrik Dietz
Title: Head of department

Accepted by
Pig Research Centre

Date: 22. August 2013

Name: Nicolaj Nørgaard
Title: Director