

MEMORANDUM OF UNDERSTANDING

BETWEEN

Virginia Tech

&

Strauss Group

ON BILATERAL COOPERATION IN
FOOD SCIENCE AND TECHNOLOGY



Strauss Group (hereinafter referred to as "Strauss") and Virginia Polytechnic Institute and State University (hereinafter referred to as "Virginia Tech"), hereinafter referred to as the "Parties";

RECOGNIZE that food science and technology has become a major area of both opportunity and challenges. While scarcity of high quality food needed to feed the planet presents the opportunity, developing new technologies and products is the challenge while innovation will be the key to finding sustainable solutions.

RECOGNIZE that in order to maintain sustainable activities to reach these goals, commercialization of the innovations and products is imperative to generate ongoing funding resources.

WHEREAS Strauss, an F&B global company, is a leader in food tech innovation, and Virginia Tech is a proven center of academic excellence and a connection to industry that supports a path to commercialization.

WHEREAS both Strauss and Virginia Tech desire the encouragement of innovation to address the needs of their respective corporate and institutional needs; both seek to address global needs.

WHEREAS Strauss recognizes its leadership role in food tech innovation; it seeks opportunities to expand and commercialize in the United States and globally.

WHEREAS Virginia Tech has developed a high level of expertise in food science and technology; the Commonwealth of Virginia has a commercial and

industrial infrastructure base that can serve as a launch point for expansion into the United States market.

WHEREAS the joint activities of Strauss and Virginia Tech will lead to the development and strengthening of economic, industrial, technological and commercial cooperation between Israel and the Commonwealth of Virginia.

WHEREAS Strauss can, if required and advantageous, lead the interaction and cooperation with other Israeli institutions and companies, and Virginia Tech has similar capabilities and when advantageous and required, can lead the interaction and cooperation with other Virginia Institutions by virtue of their respective presence, reputation, and expertise, and leadership roles.

1. Objectives and Scope

The Parties determine that the objectives of this Agreement are to:

- a. Promote the activities that lead to bilateral Industrial R&D cooperation and commercialization opportunities in the area of food science and technology.
- b. Coordinate and focus suitable government resources and programs to support industrial cooperation and commercial exploitation of R&D projects.
- c. The general areas for collaboration will include but not be limited to:
 1. Food engineering
 2. Food microbiology and safety
 3. Packaging
 4. Preservation
 5. Substitution
 6. Nutrition

7. Technology
8. New product development
9. Quality Control
10. Sensory Analysis
11. Transportation
12. Production
13. Functional foods
14. Agriculture related aspects of food development
15. Analytical model building
16. Marketing

d. Specific projects that have been identified as examples for potential collaboration include:

1. **Chickpea development.** Both parties will cooperate to bring varied resources together to collaborate on the Phase II development of a chickpea that can be successfully grown in Virginia and meets pre-determined commercial requirements.
2. **Additional projects.** There may be other projects that both sides share information about which may lead to various forms of support. The projects will all have both a Virginia and an Israel component. Current examples include:
 - (i) **Super smart greenhouse project in Southwest Virginia.**
 - (ii) **Micro Dairy Facility.**
 - (iii) **Precision Agriculture.**

2. Identifying Potential Projects

Potential areas of collaboration and projects can be generated by both parties. Either party can identify potential projects through their respective Government agencies, supporting offices, private industry and/or a combination of sources:

- a. For Virginia, such offices and institutions can include but are not limited to the Virginia Israel Advisory Board (hereafter referred to as the "VIAB"), the Center for Innovative Technology (CIT), the Virginia Economic Development Partnership (VEDP), Virginia Universities, Economic Development funds in Virginia such as the Tobacco Region Revitalization Commission, Virginia Coalfield Economic Development Authority (VCEDA), other County and local economic development offices, private industry that will interact with government and government aligned offices such as listed above, and other relevant offices.
- b. For Israel, such offices and institutions can include but are not limited to economic development offices, the BIRD Foundation, Israeli universities, incubators, and other relevant offices.
- c. **Potential project to identify candidates for commercialization activities:** Strauss, through its resource including but not limited to Alpha Strauss and the Strauss incubator (The Kitchen) can identify and filter potential companies/projects. A Virginia Tech expert(s) can visit Israel on a yearly basis to meet with all of the candidates to select companies to invite to Virginia Tech for meetings that can include technical meetings, marketing meetings, consultations with other experts with the purpose to assist the company in developing and executing "market entry model" needed to enter the US market. The VIAB will be requested to assist with this program. Neither Party is required to provide funding to the Israeli companies for this program. The companies must be in a position to self-fund the costs involved.

3. Mechanisms and Management Coordination

- a. The Virginia Israel Advisory Board (VIAB), which is a Commonwealth of Virginia Agency within the Office of the Governor, will serve as the coordinator for these activities until such time that the Parties have a workable path and operational plan that precludes the coordination efforts.

At that time, which will be determined by the Parties, the VIAB will simply serve as an informal organization for consultation whenever and as needed by the parties. In every situation, the VIAB will not receive any funds from the Parties for their contribution and work as this is considered an economic development activity for the Commonwealth of Virginia.

- b. The parties will set as a goal to meet and discuss the activities twice a year, once in each party's location. The specifics of this goal will be determined by the parties.

4. Limitations

- a. It is hereby acknowledged that each party's performance in respect of this MOU shall be subject to the availability of its personnel and to internal priorities and other commitments and obligations, and therefore, the scope and extent of the activities of each Party in respect of this MOU shall be administered and determined by such Party from time to time. It is acknowledged that both parties shall be subject to any contractual, legal and other limitations and/or restrictions applicable to their respective legal systems and obligations.
- b. Neither Party is authorized to obligate the other Party for any liability.
- c. Neither Party shall have any authority to bind the other party for the performance of any of its obligations financial or otherwise, including but not limited to costs, charges, or expenses of any nature possibly arising from or in connection with activities covered in this MOU.

5. Dispute Resolution

In the event of any dispute under this MOU, both Parties shall endeavor to resolve the dispute through consultations and discussions between the parties.

6. No Legally Binding Effect

This Memorandum of Understanding sets forth solely principles and guidelines with respect to the establishment of a platform for the cooperation between

the Parties and reflects the Parties' intention to proceed in discussions toward definitive agreements within the framework of this MOU.

7. Modification

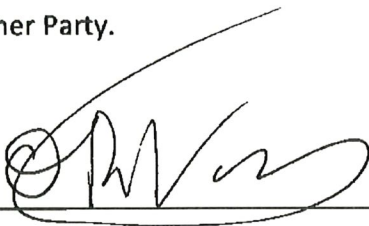
This MOU sets forth the complete agreement of the Parties with regard to the activities outlined in this MOU. The MOU shall not be modified or amended except by mutual written agreement, dated and signed expressly by the authorized representative of each of the parties.

8. Laws

Each Party shall adhere to the individual laws governing within their respective countries.

9. Termination

This Memorandum of Understanding shall become effective on the day representatives of both of the Parties affix their signatures and seals, and will be in force for a period of five years. Nevertheless, each of the Parties may, at any time, terminate this Memorandum of Understanding by written notice to the other Party.



For Virginia Tech:

Thanassis Rikakis
Executive Vice President and
Provost



For Strauss Group:

Prof. Eyal Shimoni
Chief Technology Officer

06/16/2016
Date

06/20/2016
Date

