

MEMORANDUM OF UNDERSTANDING ("MoU")
BETWEEN
THE INTERNATIONAL UNION OF NUTRITIONAL SCIENCES (IUNS)
AND
UNILEVER N.V.

PARTIES

The **INTERNATIONAL UNION OF NUTRITIONAL SCIENCES**, having its postal address at IUNS c/o UCLA School of Public Health, Dr. Osman Galal, Secretary General, P.O. Box 951772, Los Angeles, California 90095-1772, U.S.A. ("**IUNS**"); and

UNILEVER N.V., a company incorporated under the laws of the Netherlands having its headquarters at Weena 455, 3013 AL Rotterdam, The Netherlands, ("**Unilever**").

(each a "**Party**" and, jointly, the "**Parties**")

RECITALS

- (A) The objectives of IUNS are to promote advancement in nutrition science, research and development through international cooperation at the global level, and to encourage communication and collaboration among nutrition scientists as well as to disseminate information in nutritional sciences through modern communication technology. In line with this mission the IUNS strategic plan calls for the establishment of partnerships with private sector companies who share these objectives.
- (B) Unilever's mission is to add vitality to life, through its product portfolio, its people and its partnerships. Unilever aims to combine its business agenda with a social agenda addressing global health and nutrition issues with its partners.
- (C) This MoU and the attached Appendices, Addendums and Schedules shall be read together, and shall constitute the whole MoU agreement between the Parties.

Therefore the Parties agree to the following:

1. Purpose of the partnership

1.1 This MoU has the following purposes:

- (a) to disseminate sound scientific information about food and nutrition amongst professionals and the general public in actionable ways, in order to promote and advance nutritional improvement focusing on the quality of diets;
- (b) to collaborate with the food industry in the translation of nutritional recommendations into food guidelines (taking food composition, dietary patterns, claims, marketability, and technical feasibility into account);

- (c) to promote optimal nutrition for children around the world based on exclusive breast feeding up to 6 months; coupled with appropriate complementary feeding after that age; and
- (d) to establish mechanisms to enhance and align Nutrition Leadership Programs (leadership development and networking seminars aimed at assisting the development of future leaders in the area of human nutrition and health, and facilitating interactions between nutrition leaders) around the globe. A core curriculum will be generated that will serve as a base for implementation and evaluation of local/regional and international programs.

2. Scope of the partnership

- 2.1 In principle, the scope of this partnership is global.
- 2.2 IUNS and Unilever will establish an annual action plan (the "**Action Plan**"), to be reviewed and agreed to by the leadership of both Parties. The Action Plan, which is contained in the annexes of this MoU, will identify priority projects and countries, human resources and financial contributions by the Parties, as well as deliverables, which the Parties will report on publicly. The Parties will use their best endeavours to carry out the obligations contained in the Action Plan. The Action Plan will be flexible in order to be workable, and therefore the Action Plan can be amended by the mutual written consent of the Parties.
- 2.3 Irrespective of the funding agreed in the Action Plan, Unilever shall give IUNS a corporate donation of €50,000 (fifty thousand Euros) per year over a three-year period in accordance with the payment table set out in Schedule 1. This donation is to cover the operational costs of IUNS, and to enable IUNS to provide "Unilever Travel Grants" for young researchers preferably from developing and transitional countries. IUNS will unrestrictedly allocate these Unilever Travel Grants and Unilever shall have no involvement in the selection process. Any funds donated in addition to the amounts shown in Schedule 1 shall be entirely at Unilever's discretion. All donations will be paid to the bank account specified in clause 6.2 (Management of the funds by IUNS).

3. Independence and liability

- 3.1 This MoU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the Parties, nor shall any Party be deemed an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two independent contractors. Each Party shall be responsible for its own actions and omissions, including those of its directors, officers, employees, agents and contractors, and shall indemnify the other Party in respect of any loss, claim or damage suffered as a result of its negligence, wilful misconduct, breach of contracts and/or omissions under the MoU.
- 3.2 The intent is to establish a one-on-one partnership, not restricting partnerships of either partner with others.

4. Roles and responsibilities

- 4.1 IUNS in establishing this partnership will contribute by: addressing global nutrition and food problems, mobilising the nutrition scientific community at regional, national, and international levels; and creating the conditions necessary to secure the right to safe and nutritious food for all. Furthermore, IUNS shall:
- (a) operate within its stated values of scientific excellence;
 - (b) invest and empower future leaders;
 - (c) be accountable to member societies and other stakeholders;
 - (d) be transparent in its actions; and
 - (e) place public interests first.
- 4.2 Unilever brings to the partnership a long standing expertise in food, nutrition, hygiene, and personal care, and excellence in product development and marketing. Unilever has a strong presence in many and diverse product markets.

5. Duration

- 5.1 This MoU shall become effective upon signature by IUNS and Unilever, and shall continue in full force and effect for three (3) years unless terminated earlier in accordance with clause 11 (Termination).
- 5.2 This MoU may be amended in writing through an exchange of letters between IUNS and Unilever. The letters exchanged to this effect shall become an integral part of the MoU.

6. Management of the funds by IUNS

- 6.1 Unilever guarantees a donation of €50,000 (fifty thousand Euros) per year as referred to in clause 2.3.
- 6.2 All amounts payable by Unilever under this MoU shall be paid into the IUNS bank account, at the Bank of Hawaii, the details of which are the following:
- Account name: International Union of Nutritional Sciences
Bank: Bank of Hawaii, Main Branch
Bank Address: 111 South King Street, Honolulu, HI 96813 U.S.A.
Account number: 0003-765440
Routing number: 121301028
SWIFT BIC Code: BOHIUS77
- 6.3 IUNS undertakes to manage the funds paid by Unilever in conformity with IUNS's internal rules and regulations and in particular to provide Unilever with Standardised Project Reports ("SPR") every year in respect of the projects to which Unilever's contribution was applied. SPR is a full report on the management of the funds prepared in accordance with IUNS's internal rules and regulations.

7. Uses of names, logos, and partnership statements

- 7.1 Neither Party will use the name, logo or partnership statement ("Material") of the other without the express prior written consent of that Party.
- 7.2 The Parties agree that the Material will only be used via the communication channels identified in the Annual Communication Plan Addendum provided prior written approval is obtained.
- 7.3 Neither Party shall issue press releases or other public statements regarding the partnership identified under this MoU without the express prior written approval of the other Party.
- 7.4 Both Parties are familiar with the ideals and objectives of the other and shall not use the Material in a manner inconsistent with those ideals or objectives.
- 7.5 Nothing in this clause shall transfer any intellectual property rights from one Party to the other.

8. Photographs and films

- 8.1 From time to time each Party may provide to the other photographs and films. As a result both Parties grant to the other a non-exclusive, non-transferable, non-assignable, royalty free, world-wide licence to copy and reproduce such photographs for a period commencing on the date when such photographs and films are provided and ending three (3) years after the termination or expiry of this MoU.
- 8.2 The Parties have full editorial control of any photographs and films relating to them. This means that neither Party will use the photographs and films of the other without the express prior written consent of that Party.
- 8.3 The Parties agree that photographs and films will only be used for the purposes identified in the Annual Communication Plan Addendum.
- 8.4 Nothing in this clause shall confer any right of copyright from one Party to the other.

9. Intellectual property rights

- 9.1 Neither Party anticipates a situation arising from this partnership which will require the transfer, exchange or use of the other's intellectual property rights save as such use identified in clauses 7 and 8. On that basis nothing in this MoU transfers or purports to transfer any intellectual property rights between the Parties. If any situation requiring transfer of intellectual property rights arises, the Parties will enter into an agreement (by amendment to this MoU) at that time to deal with that situation.
- 9.2 The scope of this partnership is not expected to derive patentable products. For the avoidance of doubt, any and all intellectual property rights in any product(s) developed by Unilever for this partnership and/or distributed under the partnership shall belong exclusively to Unilever. IUNS shall not have any interest, proprietary or other rights in relation thereto.

- 9.3 Neither Party is permitted to use any posters, labels, packaging, photographs, marketing or educational materials, or any other document bearing the logo of the other Party following termination of this MoU.

10. Confidentiality

Each Party will maintain the confidentiality of any information it receives from the other Party that has been designated as confidential and shall use it only for the purposes of this partnership. The Parties will make all reasonable efforts to pursue their partnership without the disclosure of confidential information. This obligation of confidentiality shall not apply to information which was at the time of disclosure (a) in the public domain, or (b) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality, or (c) furnished to the recipient without restriction by a third party having a bona fide right to do so, (d) which has become public knowledge by an act or acts beyond the recipient's control or, (e) which is agreed to be non-confidential or disclosable. Either Party may disclose confidential information to its employees or to third parties to the extent it is necessary for the purposes of this MoU, provided that each Party assumes the responsibility for any breach of confidentiality.

11. Termination

- 11.1 Either Party may terminate this MoU at any time by providing at least 3 months' notice of termination in writing to the other Party, save that either Party may terminate this MoU, in writing, with immediate effect if one Party in its absolute discretion determines that its association with the other Party will adversely affect the status, reputation or neutrality of the first Party.
- 11.2 In the event of expiry of the MoU the activities hereunder shall be brought to a prompt and orderly conclusion. Each Party shall immediately cease use of the other Party's name, logo or trademarks.
- 11.3 If this MoU is terminated by one of the Parties pursuant to this clause 11 or clause 13 below, Unilever shall be entitled to a refund of any money paid to INUS but not spent or legally committed, and Unilever will not be required to make any further donations pursuant to clause 2.3 or Schedule 1.
- 11.4 Clauses 8, 9.3, 10, 11.2, 11.3, 18, 20, 21, 22 and 23 shall survive the termination of this Agreement.

12. Joint annual report

The Parties agree to produce an annual report of the activities of the past year as well as the annual plans of the preceding year. The reporting process must be satisfactory for both parties.

13. Force majeure

If at any time during this agreement it becomes impossible for one of the Parties to fulfil its obligations for reasons beyond its control ("Force Majeure Event"), the Party must immediately notify the other Party of the existence of the Force Majeure Event. After the submission of such notification the Parties are released from their obligations for as long as the Force Majeure Event continues to exist.

14. Insurance

Unilever shall ensure that the insurance arrangements applicable to its operational business activities shall extend to the activities undertaken by its employees in conjunction with this MoU.

15. Assignment

Neither Party shall assign, transfer, pledge or make other disposition (a "disposition") of this MoU or any part thereof, or any of its rights, claims or obligations under this MoU, without the prior written consent of the other Party except that any member of the Unilever Group may discharge any of Unilever's obligations for and on behalf of Unilever, provided that all communications from Unilever requesting consents from IUNS are always copied to Gert Meijer at Unilever NV. If a Party disposes of any right or obligation under this MoU to a third party, with or not withstanding the foregoing, without the consent of the other Party, the Party making such a disposition shall remain the primary obligor and shall be responsible for full compliance with the terms and conditions associated with such rights, benefits or obligations by such third party. Except as expressly provided herein none of the terms of this MoU are intended to confer any benefit on any third party and the terms of this MoU may only be enforced by the Parties hereto.

16. Officials not to benefit

Unilever warrants that no official of IUNS has received or will be offered by Unilever any direct or indirect benefit arising from this MoU or the award thereof. Any consulting activities of IUNS officials shall be part of the annual action plan. Unilever confirms that its Business Partner Code applies to this MoU and IUNS acknowledges this Business Partner Code. Unilever agrees that breach of this provision is a breach of a fundamental term of this MoU.

17. Representation

Each of the Parties represents and warrants that it has the right to enter into this MoU and the capacity to perform all of its obligations hereunder. Neither Party shall take any action which might conflict with this MoU or impair or diminish any of the other Party's rights hereunder or the goodwill associated with the other Party's name, brands or trade marks.

18. Observance of law

Both Parties shall respect and have regard for all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the terms of this MoU.

19. Notices and addresses

All notices to IUNS shall be delivered to:

IUNS c/o UCLA School of Public Health
Dr. Osman Galal
Secretary General
P.O. Box 951772
Los Angeles
California 90095-1772
U.S.A.

Also send a copy to:

IUNS President
Dr. Ricardo Uauy
INTA U of Chile
Macul 5540
Santiago- CHILE.

All notices to Unilever shall be delivered to:

The General Counsel
Unilever N.V.
Weena 455
3013 AL Rotterdam
The Netherlands
Fax: +44 207 822 6108

Also send a copy to:

The Vice-President Nutrition
Dr. Gert Meijer
Unilever R&D Vlaardingen
Olivier van Noortlaan 120
PO Box 114
3130 AC Vlaardingen
The Netherlands
Fax: +31 10 460 5993

Any notice or communication under this MoU shall be made in writing and may be served by personal delivery or registered post to the addresses stated above, or by facsimile or email. Any notice sent by registered post shall be deemed to have been served 5 working days after the time of dispatch. Any notice sent by facsimile shall be deemed to have been served 12 hours after the time it was sent and notice sent by email shall be deemed to have been served upon the Party being sent the email by confirmation of receipt to the other Party.

20. Governing law

This MoU and any subsequent agreements will be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any dispute or claim which may arise under or in connection with this Agreement or the legal relationships established by this Agreement.

21. Privileges and immunities

Nothing in this MoU shall imply a waiver, express or implied, by IUNS and/or any of its adhering bodies of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising out of this MoU, or shall confer privileges or immunity to Unilever or any person, employee, or worker providing services to Unilever.

22. Arbitration

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this agreement or the breach, termination or invalidity thereof (a "Dispute"). All Disputes arising out of or in connection with this MoU shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three Arbitrators appointed in accordance with the said Rules. The place of Arbitration shall be London and the language used in the Arbitral Proceedings shall be English.

23. Entire MOU

This MoU supersedes all other MoUs, whether written or oral, between IUNS and Unilever in relation to the Project. The Parties acknowledge and warrant to each other that they are not entering into this MoU in reliance upon any representation not expressly set out herein, that this MoU constitutes the entire MoU between the Parties, and that this MoU shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties. This MoU may only be amended by a document signed by the Parties.

For Unilever:



Name: Gert Meijer

Title: Vice-President Nutrition R&D

Date:

1-Feb-09

For IUNS:



Name: Ricardo Uauy

Title: President IUNS

Date:



Schedule 1

Payment Table

MoU between the IUNS and Unilever

Further to clause 2.3 of the MoU, Unilever shall give IUNS a corporate donation of €50,000 (fifty thousand Euros) per year over a three-year period, as follows:

€50,000 in 2009

€50,000 in 2010

€50,000 in 2011

An annual invoice will have to be sent to:

Dr. Gert Meijer
Vice-President Nutrition
Unilever R&D Vlaardingen
Olivier van Noortlaan 120
PO Box 114
3130 AC Vlaardingen
The Netherlands