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Ministry of Agriculture & Land Reclamation
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Agriculture Policy Reform Program
Reform Design and Implementation

وزارة للزراعة واستصلاح الأراضي
الوكالة الأمريكية للتنمية الدولية
مشروع إصلاح السياسات الزراعية
وحدة تصميم وتنفيذ السياسات

Ministry of Agriculture and Land Reclamation

AGRICULTURE POLICY REFORM PROGRAM

Reform Design and Implementation Unit (RDI)

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RDI REPORTS



APRP

Reform Design and Implementation Unit

*Development Alternatives Inc. Group: Office for Studies & Finance, National Consulting
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Resources Group, Purdue Universities, University of Maryland*

Report No. 148

*Intellectual Property and
Technology Commercialization
Office (IPTCO):
Operations Manual*

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Ministry of Agriculture and Land Reclamation (MALR)
Agricultural Research Center (ARC)

Intellectual Property and Technology
Commercialization Office
(IPTCO)

Office Operations Manual



1. Introduction:

Article 4 of the “Agricultural Research Center Intellectual Property and Technology Commercialization Policy” mandates establishment of an “Intellectual Property and Technology Commercialization Office” (IPTCO). The policy seeks to capture the ideas, software, inventions and new plant varieties developed by Institute researchers. The policy also aims to protect them in the name of the ARC, to determine the best method to benefit society with these advances and, if possible, to commercialize them in order to bring increased revenue to ARC and the innovators of the ideas, inventions and/or plant varieties.

Office Mission:

IPTCO’s mission is to assist the ARC in transferring its new technologies to its end users by taking necessary procedures for protecting, marketing and licensing these intellectual properties to eligible industry partners. IPTCO shall carry out its mission in accordance with the ARC Intellectual Property and Technology Commercialization Policy.

A special Trustee Committee shall be created, consisting of persons selected by the Director of the ARC to represent the ARC’s Research Institutions and Industry Partners to provide input and advice to IPTCO. This committee shall meet once annually to review this Policy and its implementation and make recommendations for improvements to the Directors of IPTCO and the ARC. The committee also may provide support and advice in the marketing of intellectual property.

Office Operation:

The IPTCO Office Operation Manual is designed to standardize the office activities to assure quality services and outreach to all ARC potential innovators.

IPTCO Scope of Services

The following illustrates the scope of IPTCO services that are provided to all ARC researchers according to the proposed ARC Intellectual Property and Technology Commercialization Policy.

Logistics	<ul style="list-style-type: none"> • Documents, information, web resources, database, representation. • Annual prizes and ARC awards
Legal	<ul style="list-style-type: none"> • Represents both ARC and employees at all IP legal protection offices nationally and internationally • Reviews all agreements, contracts, license and IP claims development. • IP Infringement watch • Maintains the periodic legal status of all ARC IP
Awareness	<ul style="list-style-type: none"> • Training and updating of knowledge • Subject-oriented brochures • Web-site communication • Management of research lab data
IP Assessment	<ul style="list-style-type: none"> • Technology merit (pre-meeting) • IP international search • Writing and compiling data for application
Negotiation	<ul style="list-style-type: none"> • License, CRADA, and material transfer terms • IP ownership • IP inspection for protection • Possible infringement of other IP
Marketing	<ul style="list-style-type: none"> • Linkage w/business community • Technology promotion • Business Plan • Technology use & dissemination

2. Structure of IPTCO Network:

The Agricultural Research Center is devoted to developing all of the agricultural technologies needed within Egypt. ARC provides its services through a complex network of 16 specialized research institutions, 9 central laboratories and 46 research stations. The IPTCO network will consist of a main office and nine satellite offices. A Director who will oversee all IPTCO activities, an executive secretary, program and marketing coordinators, and a database operator will staff the main office. Additionally, the IPTCO Director is authorized to engage outside consultants for legal and marketing support in accordance with existing regulations and budget constraints.

The nine satellite offices will be located in the various research institutes. All of the satellite offices will report to and work with the IPTCO Director. A coordinator trained in technology or intellectual property management will staff each of the nine satellite offices housed in the various ARC institutes. Coordinators will be available to answer questions, conduct workshops, assist innovators in completing necessary forms, and maintain supplies of the various forms used in managing technology transfer.

The satellite coordinators will each be responsible for a specific area of ARC research. The nine offices will cover the following:

1. Industrial crops
2. Biotechnology
3. Soils and environmental matters
4. Animal production
5. Food materials and horticulture
6. Agricultural engineering
7. Field crops
8. Animal technology
9. Plant technology

Table (1) and Figure (1) describe the responsibilities and the areas of interest of each of the nine satellite offices.

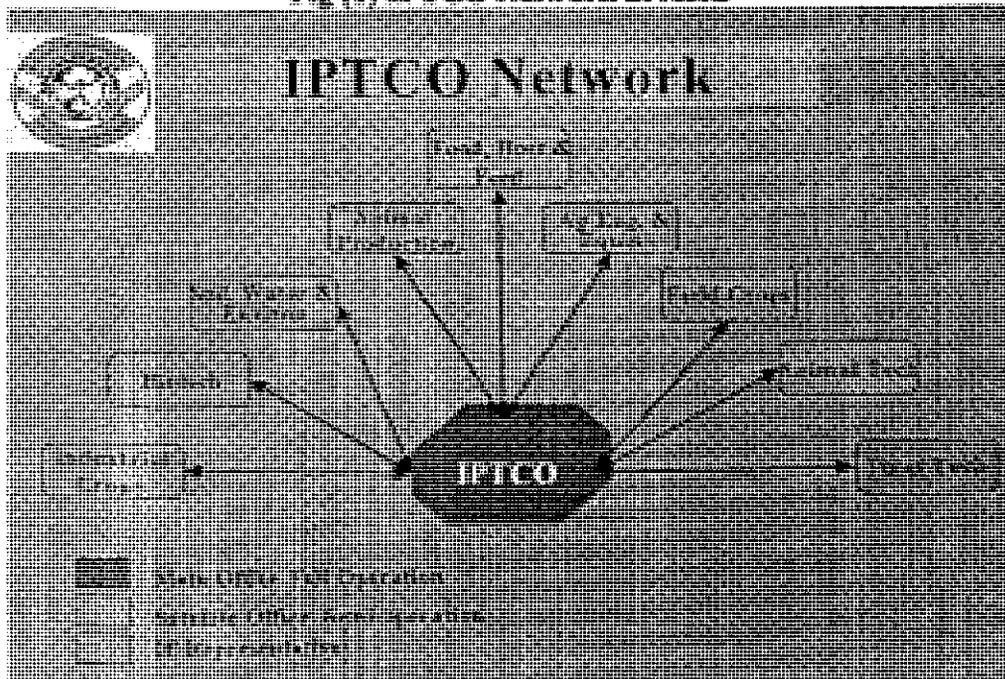
**Table (1) IPTCO Network
Specialized Satellite IPTCO Offices and Areas of Interest**

Satellite Office	Area of Interests	Institutions covered
Food & Feed Office	Fresh food, feed formulations, processed food, specialized food or feed, extraction protocol, packaging materials, food or feed additives, etc.	<ul style="list-style-type: none"> ❖ Food Technology Research Institute ❖ Central Lab for Food & Feed
Ag. Engineering & Equipment Office	Irrigation system, post-harvest processing equipment, field tools, planting and harvesting equipment, solar energy cells, etc.	<ul style="list-style-type: none"> ❖ Ag. Engineering Research Institute
Field Crops Office	New plant varieties, seed materials, breeding materials, hybrids, commodity crops, etc.	<ul style="list-style-type: none"> • Field Crops Research Institute • Breeding Program • Regional Research Stations • Specialized Research Station
Animal Technology Office	Vaccines, serums, diagnostic kits, reference lab. Process, methods of production, cell lines, formulations, antigens, antibiotics, globulins, etc.	<ul style="list-style-type: none"> ▪ Animal Health Research Institute ▪ Vet. Serum & Vaccines Research Institute ▪ Animal Reproduction Research Institute ▪ Central Lab for Monitoring of Vet. Biological Drugs
Plant Technology Office	Pheromones, bio-pesticides, IPM, disease bio-control agents, bee & silk worm products, pesticides, formulations, etc.	<ul style="list-style-type: none"> ❖ Plant Pathology Research Institute ❖ Plant Protection Research Institute ❖ Pesticides Central Lab
Industrial Crops Office	Vegetables, medicinal plants, cotton, trees, sugar, oil, other fiber plants, cut flowers, etc.	<ul style="list-style-type: none"> ❖ Sugar Research Institute ❖ Horticulture Research Institute ❖ Cotton Research Institute ❖ Central Lab for Palm Tree Research ❖
Biotechnology Office	Genes, constructs, transgenic materials, promoters, unique cultures, mutants, enzymes,	<ul style="list-style-type: none"> ❖ Agricultural Genetic Engineering Research Institute

	factors, modified cell lines, etc.	❖ All interested dept., labs, and institutes with biotechnology-related outputs
Animal Production Office	Artificial inoculation, embryo transplanting, chickens, rabbits, new feed formulations, large animals, fish, etc.	❖ Animal Production Research Institute ❖ Central Lab for Fish Resources Research
Soil & Environmental Office	Water re-use, slow-release fertilizers, complex fertilizers, biogas, soil conditioners, bio-fertilizers, compost formulations, corrected remote sensing images, etc.	❖ Soil, Water & Environmental Research Institute ❖ Central Lab for Ag. Meteorological ❖ Central Lab for Salts and Alkaloids

- ❖ Intellectual properties generated from Ag. Extension Research Institute, Ag. Economic Research Institute, and Central Lab for Expert Systems should be reported directly to the IPTCO Main Office.

Fig (1) IPTCO Network at ARC



3. Intellectual Property Management:

Detailed knowledge of technology transfer or intellectual property management is not necessary for the innovator. The innovator simply needs to know when to ask for assistance from an IPTCO Coordinator or from the IPTCO Director. The Coordinator or Director will know what steps to take and will handle all the details. Because the burden of this paperwork will not be on the innovator/researcher, he/she will be able to continue conducting research and not become mired in paperwork and other non-research matters.

Procedures are outlined below for handling three types of innovations:

- i) those eligible for patents;
- ii) those eligible for Plant Variety Protection; and
- iii) those eligible for copyrights.

All actions taken by the IPTCO staff office will be recorded on IPTCO Form 2, Office Action Sheet.

i. Management of Innovations Eligible for Patents:

Responsibility	Head of ARC Head of Research Unit Innovator IPTCO Office
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1. All researchers should sign Form IPTCO-01 (Employee IP Agreement).
2. When a researcher believes he/she has an innovation, the appropriate Coordinator is to be contacted (either at the IPTCO Main Office or at one of the satellite offices).
3. Check that the researcher has signed Form IPTCO-01. If not, the form must be completed before proceeding.
4. Schedule a meeting with the head of the Research Unit, the IPTCO Office Coordinator, technical expert, and technology developer. The Coordinator should use Form IPTCO-14 (Should We Patent?) to report the results of the meeting.
5. Office staff should collect as much information, data, charts, pictures and technical data as possible about the proposed technology. These materials should remain undisclosed to unauthorized individuals until the information is officially submitted to the Egyptian Patent Office.
6. The IPTCO main office will review the invention disclosure to determine the sponsor of the research leading to the invention and possible public disclosure of the invention.
 - a. Industrial Sponsor:
If the research leading to invention was performed under an industrial sponsor, the Coordinator will review the research contract and, if necessary, contact the sponsor for instruction in handling the invention. If the sponsor elects to patent

the invention, the main office will prepare a patent application. The sponsor will cover all patent costs (or as outlined in the research contract). If the sponsor declines to patent and releases his/her right to ARC, the IPTCO Main Office will undertake further review and apply for the patent.

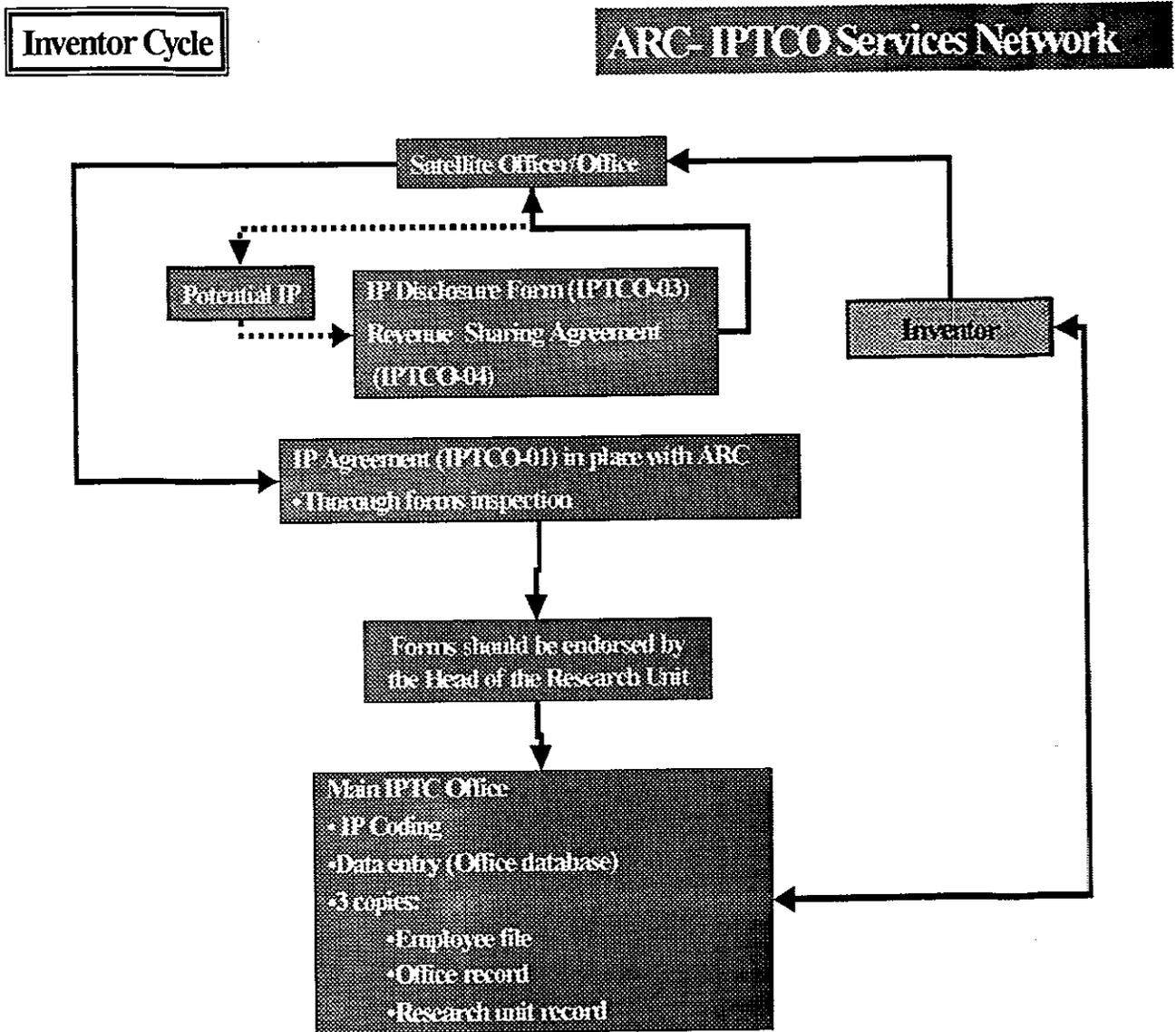
b. Governmental Research Fund (National Academy of Science and Technology):
IPTCO will notify the sponsoring agency of the invention as required by the research agreement.

c. Non-government or Non-industry Sponsor (ARC-funded research programs):
Invention or plant variety will proceed for protection.

7. The IPTCO technical expert should run a complete patent search (patent database) for similar patented technology in general.
8. If no identical protected technology has been found, the Coordinator will provide the researcher with both Forms IPTCO-03 (Intellectual Property Disclosure) and IPTCO-04 (Revenue Sharing Agreement). The Coordinator will assist the researcher in completing the forms at the researcher's convenience. All individuals who will share royalties if the innovation is successfully commercialized must sign the forms. The completed Revenue Sharing Agreement should be given to the Coordinator, who will review both documents with the researcher. If the innovation is a new plant variety, Form IPTCO-05 (PVP Revenue Sharing Agreement) should be completed instead of Form IPTCO-04.
9. The researcher and the Coordinator will present these documents to the Institute Director for endorsement. After endorsement the Coordinator will take the completed forms to the IPTCO Director. After receiving the completed forms, IPTCO will assign a number to the disclosure and will use this number to record all future actions regarding the disclosure.

Figure 2 below illustrates a patent decision flowchart for the inventor cycle.

Fig (2) Patent Decision Flowchart

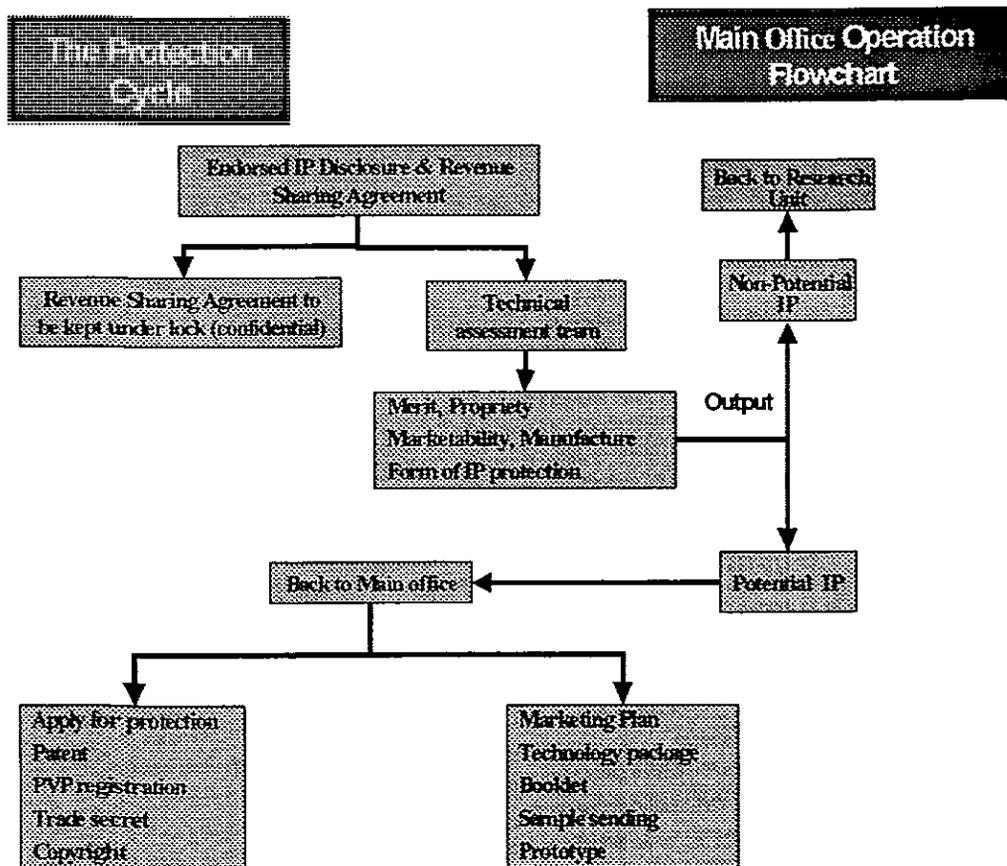


Technical Evaluation

- A technical committee comprised of at least two experts from within ARC along with the corresponding satellite Coordinator should be assembled.
- All members should sign Form IPTCO-08 (Confidentiality and Non-disclosure Agreement).
- The committee will study the findings, request more detailed information and make a final recommendation within 15 calendar days of its assembly date. They will seek answers to questions in Form IPTCO-14 (Should We Patent?) and Form IPTCO-17 (Patentability Checklist).
- The committee's decision should be justified according to novelty, originality and utility of the proposed technology use.
- The committee's recommendation should then be forwarded to IPTCO.

Figure (3) below shows a patent decision flowchart for the protection cycle.

Fig (3) Patent Decision Flowchart



Patent Application

1. In the case of a negative merit recommendation that has been endorsed by the Director of IPTCO, all documents should be returned to the head of the Research Unit and the technology developer.
2. In the case of a positive merit decision, a complete patent application should be written using the guidelines and the official forms of the Egyptian Patent Office. The potential inventor is expected to cooperate fully with the IPTCO Office in the drafting of a patent application. IPTCO office staff should provide support to the inventor and explain all of the documents. A copy of a similar previously granted patent in the same field should be made available to the inventor as a model.
3. An expert in patent and claims writing should review the documents before they are submitted to the patent office. Drawings, tables, and data should be used to support the patent application's claims.
4. The Head of ARC will sign the patent documents (this duty may be delegated).
5. The IPTCO budget should cover all patent application expenses.
6. Complete sets of submitted documents should be forwarded to the potential inventor, to the IPTCO Main Office for recordkeeping, and to the satellite office.
7. A computer master file should be created in the IPTCO Main Office to compile all available materials about the given application.
8. An expense account for each patent application should be opened and attached to the patent application master data file.
9. The application shall be recorded within the proper IPTCO database.
10. An IPTCO staff member should be assigned to follow up on patent applications and to make payments for the maintenance fee.

Marketing Plan

A "Marketing Coordinator" position should be created within the IPTCO Main Office to handle all technology marketing and licensing as follows:

1. The value of the proposed technology should be evaluated with help from the inventor. The evaluation should identify the following:
 - a) Area of business (locally and internationally)
 - b) Value added of technology
 - c) Potential business partners
 - d) Options for negotiation
 - e) Market value of a similar technology
 - f) R&D expenses required
 - g) Time-to-market
 - h) CRADA (Cooperative Research & Development Agreement) option
 - i) Marketing strategy and tools (e.g., prototype, sample, booklet, forum, seminar for business association, etc.).
2. The marketing plan should identify a target end-user list of the proposed technology (e.g., business or other R&D establishment for further work; gene construct). The

Coordinators will search for companies that appear to be potential licensees for the innovation. The search may involve databases, mailings, telephone soliciting, internet surfing, talking with colleagues, hosting technology transfer shows, attending technology transfer shows and using whatever other means are available.

3. Once a potential licensee is identified, the Coordinators will meet with the company to determine its interest in the innovation. Should the company express an interest in the innovation, a license agreement will be prepared. IPTCO will use one of its standard licensing agreements (Forms IPTCO-10, IPTCO-11, or IPTCO-12).
4. Prior to entering into licensing discussions, it may be necessary to exchange information confidential to one or both of the parties. In this case, both parties will enter into a Confidentiality and Non-Disclosure Agreement by completing Form IPTCO-08. If this relationship requires an exchange of proprietary materials, then a Material Transfer Agreement (Form IPTCO-06) must be executed.
5. License negotiations may be completed after one meeting. However, more often the negotiation period extends over a three- to six-month period. Throughout this period of identifying a licensee, negotiating a license agreement and working with the licensee, the Coordinators will keep the innovator and the Institute Director fully informed of all activities.
6. After receipt of the forms, the Director of ARC will sign either the Cooperative Research & Development Agreement (CRADA), (Form IPTCO-09) or the License Agreement (this duty may be delegated).
7. The license agreement serves as a contract between the licensor (ARC) and licensee (Company). The license carefully describes the technology, type of licensing arrangement, cost of license, royalty rate, requirements for placing the innovation in the marketplace, and terms for terminating the license. Should the licensee fail to meet the terms of the license agreement, the licensor (ARC) can take back the technology and license it to some other party.
8. The IPTCO office will execute the license and follow up on the activity of the licensee to ensure the terms of the license agreement are being met. The Coordinators may be required to provide assistance to the licensees themselves or may have to ask the innovator to assist the licensee. Should the innovator's services be required, the Coordinators may negotiate appropriate support for the innovator. This support may include travel costs, per diem, fees, etc. Again, the Coordinators will apprise the innovator and Institute Director of all these matters.
9. All royalties from licensing of any patent will be distributed according to the Intellectual Property and Technology Commercialization Policy of ARC (Article 8).
10. **Return of Innovations:**
 - a) From time to time innovations that were thought to be licensable and valuable are not licensed. Under these circumstances an innovator may request the return of the innovation so that the innovator could market it.
 - b) Should an innovator desire the return of an innovation, a formal written request must be sent to the IPTCO Director requesting a return of the technology. The Director will review the situation with the Coordinators, the Institute Director and any other

person or group deemed necessary to be apprised of the request before the Director will respond to the request.

- c) After the review, the Director may deny the request and provide reasons for the denial. However, if the Director approves the release, he will provide the innovator with the conditions for return. These conditions may include the reimbursement of any legal fees expended by ARC in obtaining protection and/or a share of the gross sales should the innovator be successful in marketing the innovation. Should the innovator be successful in marketing and/or licensing and receive royalties, the innovator's share will be given to the Institute.

11. **Starting a business:**

- a) In some cases the innovator may want to start a company based on his/her innovation, or a special economic unit may want to produce and market one of the technologies within its area of interest. In this case the innovator or the head of the special economic unit will be required, through the business, to enter into a licensing arrangement.
- b) Before reaching the licensing stage, the innovator/head of the special economic unit must receive permission from the Institute Director and the IPTCO Director to enter into licensing negotiations.
- c) The innovator/head of the special economic unit must present a document to the Directors stating his/her interest in starting a company based on an innovation or interest in licensing the technology. The innovator must describe how he/she will avoid any conflicts of interest between his/her position at the Institute and at the company.
- d) If the innovator/head of the special economic unit plans to use any Institute facilities or any facilities within ARC, he/she must explain how the cost of this use will be covered by the company and will not interfere with the normal business of the Institute and ARC. With approval of his/her plan on use of an ARC innovation, the innovator/ head of the special economic unit can begin negotiating a licensing agreement. IPTCO Forms 13a and 13b, Recipient Research Agreement and Sponsor Research Agreement, should be completed.
- e) Usually a licensee is required to make an initial license payment. However, in the case of a start-up company, the ARC may forego the initial payment for an assignment of equity in the company. Generally, this equity share will be less than 20% of the company's stock.
- f) IPTCO staff can assist the innovator in developing the new business. Under these conditions IPTCO should hire a small business consultant. In particular, the IPTCO small business staff person can help to write a business plan, since one will be required during licensing. The business coordinator can also assist the innovator in searching for funds to support the new company.
- g) When the new company begins to pay royalties and if the innovator is still a part of the company, the innovator's share of royalties will be given to the institute rather than to the innovator. It is anticipated that the innovator will obtain his/her reward from the company itself through a salary and profit sharing.

h) The innovator/business owner will be required to prepare an annual report for the Directors of the Institute and IPTCO, showing that there is no conflict between the innovator and his/her position within ARC. The Directors and the innovator will meet after receiving the report to discuss the continued development of the company and to develop additional information and guidelines that could be used to help future innovators start companies.

ii. Management of Innovations Eligible for Plant Variety Protection:

Responsibility	Head of ARC Head of Research Unit Head of Breeding Unit Breeder(s) IPTCO
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1. Breeding Programs and Associated Institutes are responsible for pursuing variety registration through the normal procedures of the Variety Registration Committee.
2. A copy of all registration documents should be sent to IPTCO.
3. IPTCO will discuss with the breeding programs the advisability of obtaining Plant Variety Protection for each new variety, as well as the steps to apply for a PVP Certificate from the PVP office base in MALR.
4. All breeders should sign Form IPTCO-01 (Employee IP Agreement) before proceeding with PVP certification acquisition.
5. IPTCO and the head of the Breeding Program will work together to satisfy the requirements for the PVP certificate. IPTCO will handle only the logistical issues of the activity, while the breeding program will handle all breeder-name designations, DUS data, and technical support for the application.
6. Marketing and licensing should proceed after official registration and application for the PVP Certificate is made. Form IPTCO-15, Plant Variety Licensing Agreement, will need to be completed.
7. Marketing and licensing of any new variety should be done according to Form IPTCO-18 (Agricultural Research Center Protocol for Releasing of New Plant Variety).
8. The IPTCO office will work closely with the Variety Release Committee to assist in advertising the availability of new varieties and the subsequent selection of licensees and negotiation of license agreements.
9. IPTCO will follow up the execution of all license agreements according to ARC's Intellectual Property and Technology Commercialization Policy.
10. All proceeds from licensing of any variety will be distributed according to the Intellectual Property and Technology Commercialization Policy of ARC (Article 8).

iii. Management of Innovations Eligible for Software and Copyright:

Responsibility	Head of Research Unit Developer IPTCO
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1. New software protection should be handled through the IPTCO Main Office.
2. The software developer should sign Form IPTCO-01 (Employee IP Agreement) before proceeding with software protection.
3. Research units generating software should provide the IPTCO office with completed (signed and endorsed) Forms IPTCO-03 (IP Disclosure Form) and IPTCO-04 (Revenue Sharing Agreement), along with five copies of the new software.
4. For marketing, the same patent marketing protocol will be followed.
5. All proceeds from licensing of any patent will be distributed according to the Intellectual Property and Technology Commercialization Policy of ARC (Article 8).

4. Office Forms:

To facilitate IPTCO office operations and services, a standard list of forms have been developed for use by all office staff and clients under the following conditions:

- a. The forms have been reviewed and endorsed by both technology and legal experts.
- b. No other sample forms or agreements should be used to carry over the intellectual property and technology commercialization activities within ARC without authorization from the IPTCO head.
- c. All forms should be explained (i.e., requirements and limitations) before providing any service.
- d. No changes in any article of a form shall be made without authorization from the IPTCO Director. Unauthorized modification could cause serious legal problems for ARC.
- e. Clients' forms will be available at the IPTCO Office Internet site (under construction).
- f. A signed and endorsed form is considered a legal document and should be handled properly and in a confidential manner.
- g. All IPTCO offices—main and satellite—will have available forms.
- h. The main IPTCO office and the Coordinator of the satellite office shall consult each other to determine the appropriate match between the form or agreement and the operation.
- i. The main IPTCO and satellite offices should offer unlimited, professional and responsible help in filling out each form.

Table (2) presents a list of all accepted forms to be used within the IPTCO network and where they are available.

Table (2) IPTCO Standard Forms and Agreements

Form Code	Form Title	Form uses and description	Availability Center	Final Approved by
IPTCO-01	Employee IP Agreement	An entry form to be signed by all ARC employees at the beginning of their work or other association with ARC	All satellite offices and Main Office	Head of the corresponding Research Unit
IPTCO-02	Office Action Sheet	Office IP documents log and follow-up	All satellite offices and Main Office	IPTCO Director
IPTCO-03	Intellectual Property Disclosure Form	Extremely confidential, used by employees to disclose all technical information and data related to their IP claims	All Offices	Head of corresponding Research Unit, Satellite Coordinator and IPTCO Director
IPTCO-04	Revenue Sharing Agreement	Extremely confidential, distribution of discoverer(s)' share from the total proceedings collected as a result of technology commercialization	All Offices	Head of corresponding Research Unit
IPTCO-05	PVP Revenue Sharing Agreement	Extremely confidential, distribution of the share of each Breeder(s), Research Program, Research Unit and other participating institutions from total proceedings that have been collected as a	Plant Breeding and IPTCO Main Office	Head of corresponding Research Units

		result of variety commercialization		
IPTCO-06	Material Transfer Agreement	To receive or to send any ARC proprietary research materials (sample, seed lines, certified variety, genes, construct, compound, promoters, factors, feed, food, packaging, formulation, extract, active ingredients, any biological materials, cell culture, insects, etc.) to second non-ARC-related unit internationally or nationally	All Offices	Receiver or sender and endorsed by Head of his/her corresponding Research Unit
IPTCO-07	Material Transfer Agreement (Questionnaire)	Attach to the original MTA; used to validate the MTA	All Offices	Coordinators of the Satellite Offices
IPTCO-08	Confidentiality and Non-disclosure Agreement	Open negotiation or exchange of proprietary information, techniques, protocol, methods or data with a second non-ARC party	All employees, All offices	Employee and endorsed by the Head of his/her Research Unit
IPTCO-09	Cooperative Research & Development Agreement (CRADA)	Cooperation in developing new IP or product using both technology or expertise and/or proprietary information of IP	All offices	Head of ARC Head of Research Unit IPTCO Director

IPTCO-10	License Agreement	Commercialization of protected IP to business partner	IPTCO Main Office	Head of ARC
IPTCO-11	Cooperative Research Agreement	Same as IPTCO-08	All employees, All offices	Employee and endorsed by Head of his/her Research Unit
IPTCO-12	Option To License Agreement	Gives first right of refusal to industry partner to test and make decision regarding protected technology licensing	IPTCO Main Office	Head of ARC IPTCO Main Office
IPTCO-13(a)	Research Agreement (Recipient)	Research cooperation between two research institutions or a fund provider and ARC	All offices	Head of Research Unit Head of ARC IPTCO
IPTCO-13(b)	Research Agreement (Sponsor)	Research cooperation between two research institutions or a fund provider and ARC	All offices	Head of Research Unit Head of ARC IPTCO
IPTCO-14	Should We Patent?	Technical merit evaluation form; Patent Consideration Sheet	Main IPTCO	Head of Technical Committee
IPTCO-15	Plant Variety Exclusive License	Commercialization of protected plant variety according to Ministerial regulation	IPTCO Main Office and Satellite Offices	Head of Research Unit Head of ARC
IPTCO-16	Non-exclusive Copyright License	Commercialization of protected IP to business partner	IPTCO Main Office and Satellite Offices	Head of Research Unit Head of ARC
IPTCO-17	Patentability Checklist	Decision to patent a disclosed IP	IPTCO Main Office and Satellite Offices	Head of Research Unit Head of ARC

IPTCO-18	ARC Protocol for Releasing New Plant Varieties	Instructions for releasing new plant varieties	IPTCO Main Office and satellite offices; ARC	ARC
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5. IPTCO DATABASES:

The IPTCO Main Office should compile a set of databases to facilitate office management and follow-up. A proposed list of databases follows:

- j. Patent issued
- k. Patent application submitted
- l. Intellectual property disclosure
- m. License granted
- n. Technology ready for licensing

An "Office Database Coordinator" position should be created within IPTCO to create, protect, manipulate and manage the proposed databases. Unauthorized access to all databases should be prevented.

APPENDIX (1)

IPTCO FORMS 1-18

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Employee Intellectual Property Agreement

Name (please print or type): _____

National Identification Number: _____

In consideration of:

- * my present or future employment at the Agricultural Research Center's ("ARC") Institute of _____ ("INSTITUTE") and/or
- * my participation in research at the INSTITUTE; and/or
- * opportunities made or to be made available to me to make significant use of the INSTITUTE'S funds or facilities; and/or
- * opportunities to share in royalties and other inventors/author rights outlined in the ARC Intellectual Property and Agricultural Technology Commercialization Policy, I agree:

to promptly make full written disclosure, to hold in trust for the sole right and benefit, and hereby assign to the ARC all my right, title and interest in and to any and all intellectual property (Intellectual Property¹) whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly discover either in the INSTITUTE and/or a laboratory at another facility where the INSTITUTE/ARC provides full compensation to me and my family, except as provided below, that:

1. are developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant in which the disposition of Intellectual Property has been agreed otherwise; or
2. result from a work-for-hire funded by the INSTITUTE and which is the property of ARC; and including:
 - a. work prepared by an employee within the scope of his or her employment responsibilities; or
 - b. certain works prepared by non-employees that are specially ordered or commissioned where the parties both agree in writing that the work shall be considered a work made for hire including: a contribution to a collective work,

¹ Intellectual Property shall mean inventions, copyrightable materials and institutional works, computer software, plant varieties, tangible research property, trademarks, developments, concepts and improvements whether or not patentable or registrable under copyright or similar laws.

- part of a motion picture or other audio-visual work, a translation, a supplemental work, a compilation, an instructional text, a test and/or answer material, or an atlas;
3. result from work for which no equipment, supplies, facility or trade secret information of the ARC and/or the INSTITUTE were used and which was developed entirely on the employee's own time, and does not relate:
 - a) directly to the business of the ARC and/or the INSTITUTE;
 - b) to the ARC's and/or the INSTITUTE'S actual or demonstrably anticipated research or development;
 - c) does not result from any work performed by the employee for the ARC and/or the INSTITUTE; and
 - d) to scholarly works including:
 1. work developed by instructors as teaching materials;
 2. work that has a purpose of disseminating information resulting from research or studies such as books, articles, manuscripts, dissertations, theses and reports; and
 3. fine artwork that is not an institutional work; that copyright ownership in scholarly works resides with the discoverer(s) unless the work:
 - i. is governed by an agreement;
 - ii. utilizes significant ARC and/or INSTITUTE resources in its development; or
 - iii. uses the ARC'S and/or the INSTITUTE'S name in the promotion of the work;
- B. To execute all necessary papers and otherwise provide proper assistance, at the ARC'S and INSTITUTE'S expense, during and subsequent to the period of my INSTITUTE affiliation, to enable the ARC to obtain, maintain or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property; and
 - C. To prepare and maintain for the ARC adequate and current written records of all such ARC Intellectual Property; and
 - D. To deliver promptly to the ARC when I leave the INSTITUTE for whatever reason, and at any other time as the INSTITUTE may request, copies of all written records referred to in paragraph C above as well as all related memoranda, notes, records, schedules, plans or other documents, made by, compiled by, delivered to, or manufactured, used, developed or investigated by the INSTITUTE, which will at all times be the property of ARC; and
 - E. Not to disclose or use in my work any such information referred to in paragraph D to my new employer or to any other entity or person for a period of ten (10) years after I leave the ARC (unless otherwise agreed to in writing with the INSTITUTE); and

F. Not to disclose to the ARC and/or the INSTITUTE or use in my work at the INSTITUTE (unless otherwise agreed in writing with the INSTITUTE):

1. any proprietary information of any of my prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or
2. any ideas, writings, or Intellectual Property of my own which are not included in Paragraph A above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Paragraph A above).

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters which I may have entered into with the ARC and/or the INSTITUTE. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of the ARC. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

I represent that, except as identified on the reverse side hereof, I have no agreements with or obligations to others in conflict with the foregoing.

Witness

Signature

Date

(To be made out and signed in triplicate. Distribution: original copy to the signatory's personnel file; second copy to the signatory; and third copy to the ARC Intellectual Property Protection and Agricultural Technology Commercialization Office)

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)
Office Action Sheet**

Document No:	Date Received:
Document Type:	Source:
Received By:	Title:
Final Action Requested:	Final Action Recommended:

Actions Log

First Action:	Date:
Responsibility Center:	
Recommendations	
 Date Returned:	

Second Action:	Date:
Responsibility Center:	
Recommendations	
 Date Returned:	

Third Action:	Date:
Responsibility Center:	
Recommendations	
 Date Returned:	

Forth Action:	Date:
Responsibility Center:	
Recommendations	
 Date Returned:	

Office final Action:	Date:
Responsibility Center:	
Recommendations	

**Agricultural Research Center
Intellectual Property and Technology
Commercialization Office
(IPTCO)**

Intellectual Property Disclosure Form Preparation Guide

1. Disclose only one intellectual property (technology) per form.
2. Make disclosures as complete as possible: The disclosure of the intellectual property is adequate for patent purposes only if it enables one skilled in the art to understand the technology.
3. Items to be considered in the preparation of a complete Disclosure Form:
 - a. All essential elements of the intellectual property are to be listed along with their relationship to one another, and their mode of operation.
 - b. Equivalents that can be substituted for any of the elements.
 - c. List of features believed to be new.
4. Advantages for which this intellectual property has been built and/or tested (reduced to practice)
5. Additional material
 - a. Drawings and additional descriptive material should be in duplicate. Each sheet must be signed, dated, and properly witnessed.
 - b. A copy of any publication or draft of a planned publication or a presentation relating to the intellectual property should be included.
6. Prior knowledge and information:
 - a. Identify pertinent publications, patents or previous devices, and related research or engineering activities that might be associated with the intellectual property.
7. Witnesses:

Only persons other than the discover(s) should serve as witnesses and should sign each sheet only after having read the disclosure and are able to understand the intellectual property.
8. Revenue Sharing Agreement Form:

The Revenue Sharing Agreement Form must be signed by all those expecting to receive a share of any royalties received through the commercialization of the intellectual property. When the forms are completed, they should be given to the local IPTCO representative for review on consultation. The representative will carry the forms forward to IPTCO and obtain any additional signatures/endorsements.

Recommendation:

The Director of the Research Institute should, after reviewing the Disclosure, provide the following information:

- An opinion of the intellectual property as to its feasibility and/or operability and its potential for commercialization.
- A list of potential licensee companies and contact persons.
- An endorsement/signature of the intellectual property disclosure.

Submission of the Disclosure Form:

The completed Disclosure Form along with its supporting materials and Director's comments is to be presented to IPTCO's Director.

Confidentiality:

All information provided on the Disclosure Form is considered as proprietary and the Disclosure will be treated as a confidential document.

14. Identify any potential licenses of the discovery, including company name, address and a possible contact person.

15. Has anyone associated with the discovery had any contact with any of the listed potential licensees in regard to the discovery? No ___ Yes ___ If yes, specify the nature of the contract and include any correspondence.

16. Signatures:

Discloser Date Innovator Date

Innovator Date Innovator Date

17. Institute Director:

I approve this disclosure for submission to the Intellectual Property Protection and Agricultural Commercialization Office.

Institute Director's Signature Date

18. Opinion of discovery:

19. Potential reviews of the disclosure:

For IPTCO Office Use Only

Disclosure Accession Number: _____

Receiver of Disclosure: _____
Name Date Signature

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)
REVENUE SHARING AGREEMENT FORM
Innovator**

We, the discloser and Innovator(s) of _____
Title of Disclosure

_____, do agree to
ID Number
share any and all royalties from the licensing of the listed disclosure in the following manner:

Discloser and Innovator(s)

Printed Name	Signature	Date	_____ %
Printed Name	Signature	Date	_____ %
Printed Name	Signature	Date	_____ %
Printed Name	Signature	Date	_____ %

Non-Innovator(s)

Printed Name	Signature	Date	_____ %
Printed Name	Signature	Date	_____ %
Printed Name	Signature	Date	_____ %

Research Institute Director Endorsement

Signature _____ Date _____

30/07/01

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

REVENUE SHARING AGREEMENT FORM

PLANT VARIETY LICENSE

We, the participating Research Institutes in the development of _____,
Name of Variety
agree to share any and all royalties in the following manner:

Research Program Implementation Institute 13.3%

Signature Date

Other Participating Research Institutes:

Institute _____ %

Signature Date

Grand total 26.6%

ARC Director Endorsement

Signature Date

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Material Transfer Agreement

This Material Transfer Agreement is made and entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between the Agricultural Research Center and its _____ Institute (hereinafter referred to as "ARC") having its principal office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt;
And

_____ (Hereinafter referred to as "RECIPIENT") having its principal office at _____.

In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws:

The "MATERIAL" covered by this Agreement is defined as and includes the following _____ (hereinafter referred to as "MATERIAL") developed by _____.

RECIPIENT desires to obtain samples of the MATERIAL and the ARC is willing to provide the MATERIAL to the RECIPIENT solely for the permitted uses and on the terms and conditions set forth in this Agreement.

RECIPIENT agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory's supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other location, unless prior written permission is obtained from the ARC; such permission will not be unreasonably withheld.

The MATERIAL has been developed over a substantial period of time at substantial expense and is of great importance to the ARC business. RECIPIENT acknowledges that the ARC is and will at all times remain the owner of the MATERIAL.

This Agreement and the resulting transfer of MATERIAL constitute a restricted non-exclusive license for RECIPIENT to use the MATERIAL solely for not-for-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement and in connection with any activity that is subject to consulting or licensing obligations to any third party. Upon completion of the work for which this restricted license is granted, MATERIAL that has not been destroyed will be disposed of as explicitly directed by the ARC. The ARC retains title to the MATERIAL, and RECIPIENT shall not obtain any ownership rights in MATERIAL.

MATERIAL is experimental in nature and it is provided AS IS WITHOUT

WARRANTY OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. ARC makes no presentation and provides no warrant that the use of the MATERIAL by RECIPIENT will not infringe any patent or proprietary rights of third parties.

RECIPIENT agrees that it will follow all applicable laws and guidelines set forth by proper authority regarding the use and handling of such MATERIAL.

The RECIPIENT shall be responsible for any and all import/export requirements and regulations for the reception of such MATERIAL.

If the RECIPIENT intends to use such MATERIAL to determine if a commercializable system can be developed as a result of the RECIPIENT having received this MATERIAL whether patentable or not, RECIPIENT shall promptly notify the ARC in writing of the substance of each such discovery and of the filing of any patent application thereon. RECIPIENT agrees to negotiate in good faith prior to marketing of such discovery compensation to be paid by the RECIPIENT to the ARC. Giving consideration to the contributions of the parties to the discovery and its development, such compensation may include royalties in the gross sales value of the worldwide sales of such discovery derived from the MATERIAL.

RECIPIENT hereby agrees, upon the request of the ARC, to provide the ARC with a report of observations related to the MATERIAL by providing the ARC with a report describing the results of such research using the MATERIAL. To the extent that it is able, RECIPIENT will acknowledge ARC's contribution.

RECIPIENT hereby grants the ARC a non-exclusive, world-wide royalty-free right to use for its internal research purpose any information or new material developed by RECIPIENT using the ARC MATERIAL whether patentable or not. The ARC agrees not to publish results involving RECIPIENT data without citing its source and giving credit of authorship/creatorship to RECIPIENT, provided that is desired by RECIPIENT. Either party may disclose the other party's Confidential Information to a governmental authority if such party reasonably believes that such disclosure is required by applicable law or regulation or by subpoena or order of court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the other party.

RECIPIENT will exercise all reasonable precautions to protect the integrity and confidentiality of the MATERIAL, and RECIPIENT shall maintain records of the location of all MATERIAL. RECIPIENT will not remove the MATERIAL from RECIPIENT'S premises except to the extent necessary to fulfill its obligations under this Agreement.

This Agreement will terminate on the earliest of the following dates: (1) when the MATERIAL becomes generally available from third parties, (2) on completion of

RECIPIENT'S current research with the MATERIAL, (3) within thirty (30) days of written notice by either party to the other, or (4) on _____, 20__.

Agricultural Research Center

Recipient _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

05/08/01

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Material Transfer Agreement (MTA) Questionnaire

(Please attach this form to the MTA you wish to have signed)

Principal Investigator: _____

Institute: _____

Name of Contact: _____

Address: _____

Telephone No. _____

Name/Type of Material: _____

In order to appropriately evaluate the proposed MTA for approval and signature, please provide answers to the following questions. You may use additional sheets if you require more space for your answers.

1. What is the intended use of the Material?
2. Will you be modifying (creating a new substance that contains or incorporates) the Material?
No Yes Unsure If yes, how?
3. Will any progeny, derivatives or modifications to the Material be produced (i.e., unmodified descendants from the Material, such as virus from virus, cell from cell, etc.)?
No Yes Unsure
4. What is the original source of the Material?
5. Do you intend to publish your findings? No Yes
If so, are you willing to provide an advance copy of the paper to the Material's Provider for review? No Yes
6. Is the Material known to be toxic? No Yes
If so, describe its toxic qualities
7. Have you received the Material already? No Yes

If so, when?

8. Will the Material be used in any research project funded by the Egyptian Government? No Yes

9. Will the Material be used in any research project funded by industrial or foundational sponsors? No Yes

If so, please provide the sponsors(s) names(s) and applicable account or grant number:

10. Will the Material be used in conjunction with other 'borrowed' materials from other parties? No Yes

If so, what are these other materials and who provided them?

11. Were Material Transfer Agreements (MTA's) signed for these other materials? No Yes

12. Is the Material sold commercially? No Yes

If so, what would the amount of Material you are requesting cost?

13. Is the Material available from another source? No Yes

If so, from whom?

Feel free to add any additional information that you believe is pertinent. Once you have completed this Questionnaire, please sign it below and return it together with the MTA to the Institute Director.

Signature: _____ Date: _____

30/07/01

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between Agriculture Research Center ("ARC"), having its principal address at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt, and _____ ("ORGANIZATION") having its principal office at _____.

The ARC and the ORGANIZATION are each hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties," for the purpose of protecting the patent, trade secret and other proprietary rights of the ARC and the ORGANIZATION in the following subject matter, which it may be mutually beneficial to disclose to each other for evaluation:

Subject Matter Description:

The Parties agree as follows:

Neither Party will directly or indirectly divulge to unauthorized persons any information received from the other Party which relates to the subject matter of this Agreement, except as otherwise required by law. As a condition to receiving such information, each Party to this Agreement hereby acknowledges that all information provided by either Party to the other in connection with the subject matter of this Agreement is confidential and proprietary to the Party providing such information. Information to be subject to this Agreement shall be disclosed in writing or, if it is verbally or electronically disclosed as confidential at the time of disclosure, its confidentiality shall be confirmed in writing within twenty (20) days of disclosure by the Party making the disclosure.

Each Party as recipient of such proprietary information from the other Party will disclose such information only to its employees, directors, agents, consultants, bankers and advisors ("Representatives") for the purpose of evaluation, and any Representatives to whom such information is disclosed shall be informed of the proprietary nature of the disclosure and of this Agreement and shall agree to hold such information in confidence and be bound by this Agreement in the same manner that each Party is bound. Each party shall be responsible for any breach of this Agreement by its Party Representatives.

Neither Party will use such information received from the other Party for any purpose except evaluation, testing, research and related activities and will not disclose such information to anyone except its Representatives unless prior written consent is obtained from the Party providing such information or as required by law.

This Agreement shall be binding on both Parties for a term of _____ () years from

the date last stated below, except under the following conditions:

1. If a Party can show that such information was in its possession at the time of the disclosure; or
2. If the information disclosed by one Party to this Agreement is or becomes publicly known during the term of this Agreement otherwise than through a breach of that Party's obligations under this Agreement; or
3. If the Party later receives such information from a third Party as a matter of right; or if such information is developed by one Party independently or any disclosures made under this Agreement, as evidenced by that Party's written records.

To evidence their Agreement to the foregoing, the Parties have through duly authorized representatives executed this Agreement.

Agricultural Research Center

Organization

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

05/08/01

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

**Collaborative Research & Development
and Commercialization Agreement
(CRADA)**

This Agreement is made and entered into between the Agricultural Research Center, a Governmental research organization established under Egyptian laws (hereinafter called "ARC") having its principal office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt; and _____, a for-profit corporation organized under the laws of _____ (hereinafter called "COMPANY"), having its principal office at _____.

Witnessed that:

WHEREAS, COMPANY develops, manufactures and distributes an extensive line of agricultural products, including and possessing the patent rights, technology, and know-how necessary for the production of products (as defined in Article I hereof);

WHEREAS, COMPANY is the owner of patents, patent applications, know-how and proprietary materials relating to agriculture;

WHEREAS, the ARC is the owner of patents, patent applications, know-how and proprietary materials relating to agriculture;

WHEREAS, COMPANY and ARC desire to enter into an agreement pursuant to which ARC and COMPANY will undertake joint research to develop Product(s), and ARC will transfer its right, title, interest and proprietary rights, as hereinafter described and as described in the Collaborative Research and Development Plan, to COMPANY;

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, the parties agree as follows:)

Article I - Definitions

The following terms will have the meaning assigned to them below when used in the CRADA:

1.1 "ARC Invention" shall mean any and all Inventions conceived or reduced to practice prior to the date of this CRADA or during the term of the Collaborative Research and Development Plan (CRDP) solely by an individual or individuals who were or are at the time employees, agents or others working under ARC's control or third parties working with ARC research related to the Subject Matter.

1.2 "ARC Know-how" shall mean any and all technical data, information, materials,

formulas, processes, and ideas, including any trade secret, technology that may exist, now owned improvements thereto, in any form in which the foregoing is exclusively licensed to or co-owned by, or exclusively, semi-exclusively or non-exclusively by ARC or hereafter acquired by ARC during their term of this CRADA relating to the ARC patent Rights and the ARC Materials.

1.3 "ARC Materials" shall mean any and all substances, specimens or reagents now or partially owned by ARC or hereafter acquired by ARC during the terms of the CRDP relating to the ARC Patent Rights and ARC know-how.

1.4 "ARC Proprietary Rights" shall mean any and all patent applications and Matter, including without limitation, the patents concerning the Subject patents listed on Exhibit B attached hereto and made apart hereof, and any divisions, continuation, continuation-in-part, reissues, renewals, extension and additions of or to such patent applications and patents, and any foreign counterparts thereof which ARC owns or partially owns and any of the foregoing hereafter acquired by ARC during the term of the CRDP.

1.5 "ARC Proprietary Right" shall mean any and all Patent Rights, ARC know-how, ARC Materials, ARC Inventions and ARC'S right, title and interest in and to any joint Inventions (related to the Subject Matter) and all related Subject Matter.

1.6 "COMPANY Invention" shall mean any and all Inventions conceived or reduced to practice prior to the date of this CRADA or during the term of the CRDP solely by an individual or individuals who were or are at the time employees, agents or others working under COMPANY 's control or third parties working on COMPANY research related to the Subject Matter.

1.7 "COMPANY Know-how" shall mean any and all technical data, information, materials, trade secret, technology, formulas, processes and ideas, including any improvements thereto, in any form in which the foregoing may exist, now owned or co-owned by, or exclusively, semi-exclusively or non-exclusively licensed to COMPANY or hereafter acquired by COMPANY during their term of this CRADA relating to the COMPANY Patent Rights and COMPANY Materials.

1.8 "COMPANY Materials" shall mean any and all substances, specimens or reagents now or partially owned by COMPANY or hereafter acquired by COMPANY during the terms of the CRDP relating to the COMPANY Patent Rights and COMPANY know-how.

1.9 "COMPANY Proprietary Rights" shall mean any and all patent applications and patents concerning the Subject Matter, including without limitation, the patents listed on Exhibit C attached hereto and made a part hereof, and any divisions, continuation, continuation-in-part, reissues, renewals, extension and additions of patents, and any foreign counterparts thereof or to such patent applications and patents which COMPANY owns or partially owns and any of the foregoing

hereafter acquired by COMPANY during the term of the CRDP.

- 1.10 "COMPANY Proprietary Right" shall mean any and all Patent Rights, COMPANY Know-how, COMPANY Materials, COMPANY Inventions and COMPANY'S right, title and interest in and to any joint Inventions (related to the Subject Matter) and all related Subject Matter.
- 1.11 "Collaborative Research and Development Plan" or "CRDP" shall mean the collaborative research and development plan attached hereto as Exhibit A and made a part hereof, as such plan may be amended from time to time, upon mutual agreement of the parties.
- 1.12 "Confidential Proprietary Information" with respect to either Party shall mean all scientific business, except when such information:
- 1.12.1 becomes known to the other party prior to receipt from such first Party,
 - or
 - 1.12.2 becomes publicly known through sources other than such Party; or
 - 1.12.3 is lawfully received by such other party other than such first Party.
- 1.13 "CRADA" means this Collaborative Research and Development and Commercialization Agreement.
- 1.14 "Proprietary Rights" shall mean the items listed on Exhibit D attached hereto for COMPANY and the items listed on Exhibit C attached hereto for ARC and made a part hereof.
- 1.15 "Improvements" shall mean any and all Inventions within the scope of one or more claims of any patents or patent applications included in Patent Rights discovered or developed by Parties during the term of the Agreement and related to the Subject Matter.
- 1.16 "Invention(s)" shall mean any and all inventions, materials, know-how, or other discoveries related to the Subject Matter conceived or reduced to practice by individuals who were at the time employees, agent(s) or other person(s) working under the exclusive control of one or both of the Parties, whether the inventions are patentable or not.
- 1.17 "Joint Invention(s)" shall mean any Invention(s) conceived or reduced to practice during the term of the CRDP that is made by two or more individuals at least one of whom was at the time an employee, agent or other person working under the exclusive control of one of the Parties, and at least one of whom was at the time an employee, agent or other person working under the exclusive control of the other Party.
- 1.18 "Gross Sales Price" shall mean the gross invoice price of Product(s) that are sold

by **COMPANY** to unrelated third-party customers.

1.19 "Party" shall mean either **COMPANY** or **ARC** and "Parties" shall mean both **COMPANY** and **ARC**, except where the context shall require otherwise.

1.20 "Principal Investigator(s)" shall mean any individual designated by either Party, from time to time, who will responsible for the scientific and technical conduct and administration of the **CRDP**.

1.21 "Product(s)" shall mean Subject Matter that utilizes or incorporates either Party's Proprietary Rights for manufacturing of agricultural products.

1.22 "Subject Matter" shall mean the Product(s) developed pursuant to the **CRADA**.

Article II - Collaborative Research and Development

- 2.1 The goal of the collaborative research and development efforts by the Parties shall be to develop and characterize Subject Matter for the manufacturing of Products, and to develop methods for the manufacturing of such Products and use of the Products in agriculture. The Parties shall each perform their respective obligations set forth in and in accordance with the **CRDP**.
- 2.2 The Parties agree to establish a joint research and development team (the "Team") comprising at least one principal Investigator on behalf of **COMPANY** and one on behalf of the **ARC**. Members of the Team shall be and continue as members of the team only as long as they remain employees of or consultants to the respective parties.
- 2.3 Periodic conferences shall be held by the Team to review work progress, not more frequently than once every three (3) months, or less frequently then once each six (6) months. After each periodic conference, the original **CRDP** shall be confirmed or modified in writing executed by the Parties. Within two (2) months following the conclusion of each periodic conference, the Parties shall exchange written interim progress reports. Such reports shall describe the technical progress made by the Parties, identify such problems as may have been encountered and set forth goals and objectives requiring further effort.
- 2.4 The Parties shall exchange written reports of their respective results following the performance of their respective obligations under the **CRDP** not later than three (3) months after the earlier of either the full completion of the projects described in the **CRDP** or the termination of this **CRADA**.
- 2.5 Although the Parties' obligations under the **CRDP** are intended to be completed within years of the Effective Date of this **CRDA** and shall only be extended by mutual agreement of the parties in writing, it is understood that the nature of this collaborative research and development precludes a guarantee of completion within a specified period. Accordingly, research and development activities under this Article 2 are to be

performed on a reasonable-efforts basis.

- 2.6 Exhibit A attached hereto sets forth the annual budget ("Annual Budget") agreed upon by the Parties for the research and development to be conducted by the Parties hereunder. Concurrently with the execution and delivery hereof, each Party shall have paid that amount which represents the Party's funding obligation toward the annual Budget for the period from the Effective Date through _____ 20____, commencing _____ 20____. Thereafter, the Parties shall advance the Annual Budget payments in quarterly installments.

Article III - Obligations

- 3.1 Within sixty (60) days after the Effective Date of this Agreement, each Party agrees to provide the other Party with the Party's Materials and any related know-how. In addition, each Party will provide as soon as practicable to the other Party any new forms of or Improvements to the Materials which come within the custody or control of a Party during the term of the CRDP. Parties shall cause each of the inventors of such new forms and improvements to execute and deliver to the appropriate Party an Assignment.
- 3.2 Parties shall not engage in any research and development activities with commercial third parties that relate to the Subject Matter during the term of this CRADA and for an additional period of one (1) year thereafter, unless each Party declines in writing to engage in such research and development activities.
- 3.3 During the term of this CRADA and for any additional period of one (1) year thereafter, if ARC agrees, in its discretion, and so informs COMPANY in writing that COMPANY may enter into additional research and development agreements with commercial third parties relating to Product(s), ARC shall be granted an option (to an irrevocable, worldwide, non-exclusive licensee) to all proprietary rights resulting from such third-party collaboration. Parties will negotiate the terms of such license agreement in good faith with the third party. In the event the three parties are unable to agree upon such terms, the matter will be submitted for dispute resolution in accordance with Article 16 hereof.
- 3.4 Parties are hereby granted the right to cause research and evaluation licenses to be granted, and transfers of Parties' Materials and/or related know-how to be made, to non-commercial third parties during the term of this CRADA if:
- 3.4.1 a Party gives notice to the other Party of the proposed agreement;
 - 3.4.2 such third party binds itself, its shareholders, employees, legal representatives, successors and assigns to the Party a Confidentiality Agreement in substantially the form annexed hereto as Exhibit F; and
 - 3.4.3 the Party providing the Materials provides the other Party with a copy of such Agreement within fourteen (14) days of receipt of the executed copy thereof. The providing Party further agrees to advise the other Party in writing of the results of any

third party's research using the Proprietary Rights.

Article IV - Rights to Inventions and Patent Protection

- 4.1 The Parties shall promptly report to the team and to each other in writing each Invention and/ or joint Invention relating to the Subject Matter that is reported to them by their respective employees.
- 4.2 Upon receiving such report, the Team shall forthwith meet and report to the parties in writing the facts and circumstances surrounding the creation of the Invention and/ or Joint Invention relating to Subject Matter insofar as the same may bear on the identity of the inventor or inventors.
- 4.3 The Team shall thereupon determine as between the Parties whether such Invention is a **COMPANY** Invention, an **ARC** Invention, or a Joint Invention. If the Team is unable to make such a determination, the matter shall be submitted to dispute resolution in accordance with Article 16 hereof.
- 4.4 All rights, title, and interest in any Invention made
- 4.4.1 solely by an employee of the **ARC** shall be owned by **ARC**, or
 - 4.4.2 solely by an employee of the **COMPANY** shall be owned by **COMPANY**, or
 - 4.4.3 jointly by an employee of the **ARC** and an employee of the **COMPANY** shall be jointly owned by the **ARC** and the **COMPANY**.
- 4.5 During the term of this **CRADA**, **ARC** will file, execute and maintain all applications for patent protection of Invention, **ARC** Inventions, **COMPANY** inventions and Joint Inventions (each relating to the Subject Matter) at **COMPANY'S** expense which will be invoiced on an annual basis. **ARC** shall provide **COMPANY** with copies of all documentation with respect thereto, and will consult with **COMPANY** and its counsel with regard thereto. Notwithstanding the foregoing, if **ARC** shall decide not to pay for the filing, prosecution or maintenance of any such patent applications or patents, it shall advise **COMPANY** of such decision immediately, but in any case not less than sixty (60) days before the occurrence of any relevant deadline. **COMPANY** may then demand and receive assignment of the rights thereto. Accordingly, nothing herein is intended or shall be construed as obligating **ARC** to apply for any patent at its own expense, or to defend, enforce, or support any patent or patent applications that may be included in **COMPANY** Patent Rights.
- 4.6 **ARC**, in consultation with **COMPANY**, shall select qualified patent counsel to file, prosecute and maintain the patent applications and or patents included within **COMPANY'S** Patent Rights. **ARC** shall promptly deliver to **COMPANY** copies of each patent application filed and each patent that issues thereon.
- 4.7 On an annual basis **ARC** will provide **COMPANY** with all invoices received and to be paid

by COMPANY for the filing, prosecution and maintenance of the Patent Rights. If COMPANY objects to the reasonableness or appropriateness of such invoices, COMPANY shall give written notice to ARC specifying the basis for such objection. The COMPANY shall reimburse the ARC for all such costs within thirty (30) days of receipt of such invoices.

Article V - Improvements

- 5.1 Each Party shall disclose promptly in writing to the other Party Improvements or after-acquired rights related to Proprietary Rights during the term of the patents included in the Parties Patent Rights.
- 5.2 With respect to any and all Improvements disclosed to one Party, the other Party shall take such steps as are necessary to protect the discloser's proprietary right to such Improvements.

Article VI - Infringement

- 6.1 A Party shall immediately notify the other Party of any alleged infringement or violation of the Party's Patent Rights by a third party and provide to the other Party any and all available evidence thereof.
- 6.2 Either Party as the owner of certain patents, shall have the right, but shall not be obligated to prosecute any infringements or violations of that Party's patents or to enter into such agreements of accord or in settlement as Party deems appropriate and are permissible and practicable in the jurisdiction within which suit is initiated. Parties shall consult with each other in connection with defending, prosecuting or enforcing the Patent Rights.

Article VII - Termination of CRADA

Upon any material breach by either Party under this CRADA, the other Party may terminate this CRADA by thirty (30) days of notice specifying the nature of such breach in reasonable detail. The termination becomes effective at the end of the thirty (30) day period unless the breaching Party cures the breach during such thirty (30) day period.

Article VIII - Confidentiality

All Confidential Proprietary Information shall be maintained in confidence by the recipient and shall not be disclosed by any Party to any other person or entity (governmental or private), without prior written consent of the other Party, unless required by law.

Article IX - Warranties and Representations

- 9.1 Each Party represents and warrants that it has the right to execute, deliver and perform its obligations under this CRADA.

9.2 Each Party represents and warrants that to the best of its knowledge none of its Patent Rights infringe upon the rights of any third party.

Article X - Indemnification

10.1 Each Party hereby indemnifies and holds harmless the other Party and its directors, officers and employees and their executors, administrators and legal representatives from and all payments and related liabilities incurred by the indemnities for breach of any warranty or representation made hereunder.

10.2 Each Party hereby indemnifies and holds harmless the other Party and its directors, officers, and employees and their executors, administrators and legal representatives from and against any and all payments and related liabilities that the indemnities may sustain, incur or be liable for by reason of use of the other Party's Proprietary Rights or development, exploitation or marketing of Product(s), by reason of any breach of representation or warranty made hereunder by a Party, or by reason of claims of any kind made by the inventors (or persons purporting to be the inventors) of the inventions.

10.3 Each Party hereby indemnifies and holds harmless the other Party and its directors, officers, and employees, and their executors, administrators and legal representatives from and against all actions, claims, damage lawsuits, losses, costs or expenses which the indemnitee may sustain, incur or be liable for by reason of the other Party's negligence, or wrongful act or omission, in the development, exploitation or marketing of products or any Improvement thereto. The scope of these indemnities shall include out-of-pocket and overhead expenses incurred by any indemnitee by reason of, or in connection with any matter for which indemnity is hereby given, including, but not limited to, legal fees and amounts paid in settlement with the consent of the indemnifying Party (which consent shall not be unreasonably withheld), costs of audit, court costs of administrative or other determination procedures.

Article XI - Liability

Except as specifically provided in Article 9, the Parties make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, Whether tangible or non-tangible, made or developed under this CRADA, or the ownership, merchantability or fitness for a particular purpose of the research or of any particular invention or product.

Article XII - Publication

Before either Party submits a paper or abstract for publication, or otherwise intends to publicly disclose information, about any Joint Invention, any other Invention related to the Subject Matter, or any other matters arising in connection with the CRDP, it shall allow the other Party seventy-five (75) days in which to review the proposed publication or other disclosure and insure that intellectual property rights are protected and no confidential information of the other Party

is disclosed. Party agrees to refrain from publishing or disclosure for sixty (60) days to allow for the filing of a patent application or to remove any of the other Party's confidential information.

Article XIII - Regulatory Matters

- 13.1. The **COMPANY** is responsible for obtaining appropriate opinions, permits, or licenses from government agencies, which regulate research materials, or commercial products that may arise from the research performed within the scope of this Agreement.
- 13.2 In carrying out its responsibilities under this clause, the **COMPANY** shall:
 - 13.2.1 Consult and coordinate regulatory approval actions with the **ARC**; and
 - 13.2.2 Give **ARC'S** Intellectual Property Protection and Agricultural Commercialization Office Director a copy of any applications and opinions, permits, or licenses issued.

Article XIV - Research Exclusion

- 14.1 The results of this Agreement owned or co-owned by the **ARC** may be made available to others by **ARC** for bona fide noncommercial research purposes if:
 - 14.1.1 Confidentiality is not breached; or
 - 14.1.2 Patent or Plant Variety Protection Certificate rights are not compromised.
- 14.2 Plants and animals, their genetic materials or information relating thereto, or reproducing parts thereof, covered by Plant Variety Protection Certificates or utility patents, owned or co-owned by the **ARC**, may be made available by **ARC** to third parties for bona fide research purposes including the development of new animals or plants.

Article XV - Force Majeure

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligation under this **CRADA**, and which it has been unable to overcome by exercise of due diligence to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the event of force majeure.

Article XVI - Dispute Resolution

The Parties shall make every reasonable effort to resolve amicably any dispute concerning a question of fact arising under this **CRADA**. Any disputes not settled amicably between Parties concerning a question of fact arising under this **CRADA** shall be decided by the **ARC'S**

Director of the Intellectual Property Protection and Agricultural Commercialization Office (IPTCO) who shall reduce such decision to writing and mail or otherwise furnish a copy thereto to COMPANY. Any decision of the Director of IPTCO, whether it is a question of fact, or to modify or terminate this CRADA, may be appealed to the Director of ARC, whose decision shall be administratively final and conclusive. This shall not preclude COMPANY from taking additional legal action once all administrative avenues have been exhausted. Pending final decision hereunder, COMPANY shall proceed diligently with the performance of its obligations under this CRADA.

Article XVII - Miscellaneous

- 17.1 The construction, validity, performance and effect of this entire Agreement shall be governed by the laws of the Arab Republic of Egypt.
- 17.2 No Delegate to an Official of the Government of the Arab Republic of Egypt shall have a part of or benefit from this Agreement.
- 17.3 This CRADA embodies all of the understanding and obligations between the Parties with respect to the subject matter hereof. No amendment or modification of this CRADA shall be valid or binding upon the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or other authorized signatories. Should any provision of this CRADA be invalid under applicable law, such invalidity shall not affect any other provisions of this CRADA, but the remainder hereof shall be effective as though such invalid provisions had not been contained herein.
- 17.4 This CRADA is personal in nature and may not be assigned.
- 17.5 In the event this CRADA is translated into any language other than the Egyptian language for any purpose, the Parties agree that the Egyptian version shall be the governing version.
- 17.6 Relationship of Parties
- 17.6.1 ARC and COMPANY shall act in their independent capacities in the performance of their respective functions under this Agreement and neither Party is to be considered the officer, agent or employee of the other.
- 17.6.2 Each Party shall permit the other Party entrance and exit from each other's facilities, as needed.
- 17.6.3 Each Party shall separately assign personnel, equipment, supplies, transportation and facilities, as needed and available to meet each party's responsibilities hereunder, such resources to remain the property of the assignor.
- 17.7 The continuance of this Agreement is subject to the passage by the Government of

the Arab Republic of Egypt of an appropriation of funds from which expenditures may legally be made to cover ARC'S Contributions.

17.8 The Parties shall not in any way use the name of the other Party or in any way state that this Agreement or the results of this Agreement is an endorsement of its organizational unit, employees, products, or services except to the extent permission is specifically granted in writing by the other Party's authorized agent.

17.9 The Parties agree to execute, acknowledge and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate, in order to carry out the intent and purpose of this CRADA.

17.10 This CRADA may be executed in multiple counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

In witness whereof, the parties hereto have caused this CRADA to be executed by their duly authorized representatives.

The effective date of this CRADA is _____, 20__.

AGRICULTURAL RESEARCH CENTER COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)

Exclusive License Agreement

This agreement is made and entered into between Agricultural Research Center, a governmental research center established under Egyptian laws (hereinafter called **Licensor**), having its principal office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt; and _____ a for-profit corporation organized under the laws of _____ (hereinafter called **Licensee**), having its principal office at _____.

Witnesseth that:

1. whereas, **Licensor** has the right to grant licenses under the licensed patent rights (as hereinafter defined), and wishes to have the inventions covered by the licensed patent rights in the public interest; and
2. whereas **Licensee** wishes to obtain a license under the licensed patent rights upon the terms & conditions hereinafter set forth:

Now, therefore, in consideration of the premises and the faithful performance of the covenants herein contained it is agreed as follows:

Article I - Definitions

For the purpose of this agreement, the following definitions shall apply:

1. **Licensed Patent Rights:** Shall mean:
 - a. Patent Application Serial No. _____ filed _____ by _____
or
New Plant Variety registered and protected through _____.
 - b. Any and all improvements developed by **Licensor**, whether patentable or not, relating to the **Licensed Patent Rights**, which **Licensor** may now or may hereafter develop, own or control.
 - c. Any or all patents, which may issue on patent rights and improvements thereof, developed by **Licensor** and any and all divisions, continuations, continuations-in-part, reissues and extensions of such patents.
2. **Product(s):** Shall mean any materials including plants and/or seeds, compositions, techniques, devices, methods or inventions relating to or based on

the **Licensed Patent Rights**, developed on the date of this agreement or in the future.

3. **Gross Sales:** Shall mean total Egyptian Pounds or American Dollars (option) value(s) of **Product(s)** FOB manufactured based on the **Licensed Patent Rights**.
4. **Confidential Proprietary Information:** Shall mean with respect to any Party all scientific, business or financial information relating to such Party, its subsidiaries or affiliates or their respective businesses, except when such information:
 - a. Becomes known to the other Party prior to receipt from such first Party;
 - b. Becomes publicly known through sources other than such first Party;
 - c. Is lawfully received by such other Party from a party other than the first Party; or
 - d. Is approved for release by written authorization from such first Party.
5. **Exclusive License:** Shall mean a license, including the right to sublicense, whereby **Licensee's** rights are sole and entire and operate to exclude all others, including **Licensor** and its affiliates except as otherwise expressly provided herein.
6. **Know-how:** Shall mean any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist, now owned or co-owned by or exclusively, semi-exclusively or non-exclusively licensed to any party prior to the date of this Agreement or hereafter acquired by any party during the term of this agreement.
7. **Intellectual Property Rights:** Shall mean any and all inventions, materials, **Know-how**, trade secrets, technology, formulas, processes, ideas or other discoveries conceived or reduced to practices, whether patentable or not.
8. **Royalty (ies):** Shall mean revenues received in the form of cash and/or equity from holdings from **Licensees** as a result of licensing and using, selling, making, having made, sublicensing or leasing of **Licensed Patent Rights**.

ARTICLE II - Granting of Exclusive License

1. **Licensor** hereby grants to **Licensee** the exclusive (worldwide, option) license with the right to sublicense others, to make, have made, use, sell and lease the **Products** described in the **Licensed Patent Rights**.
2. **Licensor** retains the right to continue to use **Licensed Patent Rights** in any way for non-commercial purposes.

3. It is understood by the Licensee that the Licensed Patent Rights were developed under _____ Grant No. _____. The Egyptian government has a non-exclusive royalty free license for governmental purposes.

ARTICLE III – License Payments

1. **Initial payment and royalty rate for the licensed herein granted:**
 - a. Licensee agrees to pay a sign-up fee of _____ ().
 - b. Licensee shall pay on earned royalty of _____ percent (%) of Licensee's Gross Sales of Products and fifty percent (50%) of the sublicensing receipts.
 - c. Licensee shall pay an annual royalty of _____ () for each leased Product.
2. **Sublicenses.** The granting and terms of all sublicenses is entirely at Licensee's discretion provided that all sublicenses shall be subjected to the terms and conditions of this agreement.
3. **Minimum royalty:** Licensee will pay Licensor, when submitting their royalty report a minimum royalty of _____ () annually.
4. **When a sale is made:** A sale of Licensed Patent Rights shall be regarded as being made upon payment for Products made using Licensed Patent Rights.
5. **Payments in Egypt:** All sums payable by Licensee hereunder shall be paid to Licensor in Egypt in the currency of the Egyptian Pound or in U.S. dollars.
6. **Interest:** In the event any royalties are not paid as specified herein, then a compound interest of eighteen percent (18%) shall be due in addition to the royalties accrued for the period of default.

ARTICLE IV - Reports, Books and Records

1. **Reports.** Within thirty (30) days after the end of the calendar quarter annual period during which this agreement shall be executed and delivered within thirty (30) days after the end of each following quarter annual period, Licensee shall make a written report to Licensor setting forth the Gross Sales of Licensed Patent Rights sold, leased or used by Licensee and total sublicensing receipts during the quarter annual period. If there are no Gross Sales or sublicensing receipts, a statement to that effect be made by Licensee to Licensor. At the time each report is made, Licensee shall pay to Licensor the royalties or other payments shown by such report to the payable hereunder.
2. **Books and records.** Licensee shall keep books and records in such reasonable detail as will permit the reports provided for in Paragraph 1 hereof to be determined. Licensee further agrees to permit such books and reports to be inspected and audited by a representative or representatives of Licensor to the extent necessary to verify the reports provided for in Paragraph 1 hereof; provided, however, that such representative or representatives shall indicate to Licensor only whether the reports and royalty paid are correct, and if not, the reasons why.

ARTICLE V - Marking

Licensee agrees to mark or have marked all Products made, used or leased by it or its subLicensees under the Licensed Patent Rights, if and to the extent such markings shall be practical, with such patent markings as shall be desirable or required by applicable patent laws.

ARTICLE VI - Diligence

1. Licensee shall use its best efforts to bring **Licensed Patent Rights** to market through a thorough, vigorous and diligent program and to continue active, diligent marketing efforts throughout the life of this agreement.
2. Licensee shall deliver to Licensor on or before _____, a business plan for development of **Licensed Patent Rights**, which includes number and kind of personnel involved, time budgeted and planned for each phase of development and other items as appropriate for the development of the **Licensed Patent Rights**. Quarterly reports describing progress toward meeting the objectives of the business plan shall be provided.
3. Licensee shall permit an in-house inspection of Licensee facilities by Licensor on an annual basis beginning at _____.
4. Licensee failure to perform in accordance with either paragraph 1, 2 or 3 of this ARTICLE VI shall be grounds for Licensor to terminate this agreement.

ARTICLE VII - Irrevocable Judgment with Respect to Validity of Patents

If a judgment or decree shall be entered in any proceeding in which the validity or infringement of any claim of any patent under which the License is granted hereunder shall be in issue, which judgment or decree shall become not further reviewable though the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such application, (such a judgment or decree being hereinafter referred to as an irrevocable judgment) the construction placed on any such claim by such irrevocable judgment shall thereafter be followed not only as to such claim, but also as to all claims to which such instruction applies, with respect to acts occurring thereafter and if an irrevocable judgment shall hold any claim invalid, Licensee shall be relieved thereafter from including in its reports hereunder that portion of the royalties due under ARTICLE III payable only because of such claim or any broader claim to which such irrevocable judgment shall be applicable, and from the performance of any other acts required by this agreement only because of any such claims.

ARTICLE VIII - Termination or Conversion to Non-Exclusive License

1. Termination by Licensee.

Option of Licensee: Licensee may terminate the license granted by this agreement, provided Licensee shall not be in default hereunder, by giving Licensor ninety (90) days of notice of its intention to do so. If such notice shall be given, then upon the expiration of such ninety (90) days, the termination shall become effective; but such termination shall not operate to relieve Licensee from its obligation to pay royalties or to satisfy any other obligations accrued hereunder prior to the date of such termination.

2. Termination by Licensor.

Option of Licensor: Licensor may, at its option, terminate this agreement by written notice to Licensee in case of:

- a) Default in the payment of any royalties required to be paid by Licensee to Licensor hereunder.

- b) Default in the making of any reports required hereunder and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee a written notice of such default.
- c) Default in the performance of any other material obligation contained in this agreement on the part of Licensee to be performed. Such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee written notice of such default.
- d) Adjudication that Licensee is bankrupt or insolvent.
- e) The filing by Licensee of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency.
- f) The appointment of a receiver of the business or for all or substantially all of the property of Licensee; or the making by Licensee of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensee of any proceedings for the liquidation or winding up of its business or affairs.

3. Effect of Termination.

Termination of this agreement shall not in any way operate to impair or destroy any of Licensee's or Licensor's right or remedies, either at law or in equity, or to relieve Licensee of any of its obligations to pay royalties or to comply with any other of the obligations hereunder, accrued prior to the effective date of termination.

4. Effect of Delay, etc.

Failure or delay by Licensor to exercise its rights of termination hereunder by reason of any default by Licensee in carrying out any obligation imposed upon it by this agreement shall not operate to prejudice Licensor's right of termination for any other subsequent default by Licensee.

5. Option of Licensee to convert to Non-exclusive License.

Licensee shall have the right to convert this License at the same royalty rate as for the exclusive Licensee, without right to sublicense and minimum royalties under ARTICLE III, Paragraph 3 shall not be due thereafter.

6. Return of Licensed Patent Rights.

Upon termination of this agreement, all of the Licensed Patent Rights shall be returned to Licensor. In the event of termination of the agreement by Licensee or said conversion of the agreement by Licensee, Licensee shall grant to Licensor a non-exclusive, royalty-free License, with right to sublicense, to manufacture, use and sell improvements including all know-how to Licensed Patent Rights made by Licensee during the period of this agreement prior to the termination or conversion, to the extent that such improvements are dominated by or derived from the Licensed Patent Rights.

ARTICLE IX – Term

Unless previously terminated as hereinbefore provided, the term of this Agreement shall be from and after the date hereof until the expiration of the last to

expire of the licensed issued patents or patents to issue under the **Licensed Patent Rights** under ARTICLE I. Licensee shall not be required to pay royalties due only by reason of its use, sale, licensing, lease or sublicensing under issued patents licensed by this Agreement that have expired or been held to be invalid by an Irrevocable Judgement, where there are no other of such issued patents valid and unexpired covering the Licensee's use, sale, licensing, lease or sublicensing; provided, however, that such non-payment of royalties shall not extend to royalty payments already made to Licensor more than six (6) months prior to Licensee's discovery of expiration or an Irrevocable Judgement.

ARTICLE X - Patent Litigation

1. **Initiation.** In the event that Licensor advises Licensee in writing of a substantial infringement of the patents/copyrights included in the **Licensed Patent Rights**, Licensee may, but is not obligated to, bring suit or suits through attorneys of Licensee's selection with respect to such infringement. In the event Licensee fails to defend any declaratory judgement action brought against any patent or patents of the **Licensed Patent Rights**, Licensor on written notice to Licensee may terminate the License as to the particular patent or patents involved in such declaratory judgment action.
2. **Expenses and proceeds of litigation.** Where a suit or suits have been brought by Licensee, Licensee shall maintain the litigation at its own expense and shall keep any judgments and awards arising from these suits expecting that portion of the judgments attributable to royalties from the infringer shall be divided equally between Licensor and Licensee after deducting any and all expenses of such suits; provided, however, Licensor shall not be entitled to receive more under this provision than if the infringer had been licensed by Licensee.
3. **Licensor's right to sue.** If Licensee shall fail to commence suit on an infringement hereunder within one (1) year after the receipt of Licensor's written request to do so, Licensor in protection of its reversionary rights shall have the right to bring and prosecute such suits at its cost and expense through attorneys of its selection, in its own name, and all sums received or recovered by Licensor in or by reason of such suits shall be retained by Licensor; provided, however, no more than one lawsuit at a time shall commence in any such country.

ARTICLE XI - Patent Filings and Prosecuting

1. Licensee shall pay future costs of the prosecution of the patent applications pending as set forth in ARTICLE I, Paragraph 2, which are reasonably necessary to obtain a patent. Furthermore, Licensee will pay for the costs of filing, prosecuting and maintaining foreign counterpart applications to such pending patent applications, such foreign applications to be filed within ten (10) months prior to the filing date of the corresponding Egyptian patent application.
2. Licensor shall own improvements by the inventors. Licensee shall pay future costs of preparation, filing, executing and maintenance of patents and applications on patentable improvements made by inventors. However, in the event that Licensee refuses to file patent applications on such patentable improvements in Egypt and selected foreign countries when requested by

- Licensors, the rights to such patentable improvements for said countries shall be returned to Licensors.
3. Preparation and maintenance of patent applications and patents undertaken at Licensee's cost shall be performed by patent attorneys selected by Licensors; and due diligence and care shall be used in preparing, filing, executing, and maintaining such applications on patentable subject matter. Both parties shall review and approve any and all patent related documents.
 4. Licensee shall have the right to, on thirty (30) days' written notice to Licensors, discontinue payment of its share of the prosecution and/or maintenance costs of any of said patents and/or patent applications. Upon receipt of such written notice, Licensors shall have the right to continue such prosecution and/or maintenance on its own name at its own expense in which event the License shall be automatically terminated as to the subject matter claimed in said patents and/or applications.
 5. Notwithstanding the foregoing paragraph of this ARTICLE XI, Licensee's obligations under such paragraphs shall continue only so long as Licensee continues to have an Exclusive License under the Licensed Patent Rights and, in the event of conversion of the License to non-exclusive status in accordance with ARTICLE VIII, Paragraph 1(b), after the date of such conversion:
 - a. The costs of such thereafter preparation, filing, prosecuting and maintaining of said Licensed patents and patent applications shall be the responsibility of Licensors, provided such payments are at the sole discretion of the Licensors ; and
 - b. Licensee shall have a non-exclusive License without right to sublicense under those of such patents and applications under which Licensee had an Exclusive License prior to the conversion.

ARTICLE XII - Notices, Assignees

1. Notices. Notices and payments required hereunder shall be deemed properly given if duly sent by Egyptian first class mail and addressed to the parties at the addresses set forth above. The parties hereto will keep each other advised of address changes.
2. Assignees, etc. This Agreement shall be binding upon and shall inure to the benefit of the assigns of Licensors and upon and to the benefit of the Agricultural Research Center and the successors of the entire business of the Agricultural Research Center, but neither this agreement nor any of the benefits thereof nor any rights thereunder shall, directly or indirectly, without the prior written consent of Licensors, be assigned, divided, or shared by the Agricultural Research Center to or with any other party or parties (except a successor of the entire business of the Agricultural Research Center).

ARTICLE XIII - Miscellaneous

1. This agreement is executed and delivered in Arab Republic Of Egypt and shall be constructed in accordance with the laws of the Government of Egypt.
2. No other understanding. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges all prior discussions between them.

3. **No representations or warranties regarding patents of third parties.** No representations or warranty is made by **Licensor** that the **Licensed Patent Rights** manufactured, used, sold or leased under the **Exclusive License** granted herein is or will be free of claims of infringement of patent rights of any other person or persons. The **Licensor** warrants that it has title to the **Licensed Patent Rights** from the inventors.
4. **Indemnity.** Licensee shall indemnify, hold harmless, and defend **Licensor** and its trustees, officers, employees and agents against any and all allegations and actions for death, illness, personal injury, property damage, and improper business practices arising out of the use of the **Licensed Patent Rights**.
5. **Insurance.** During the term of this agreement, **Licensee** shall maintain the following insurance coverage:
 - a. Commercial general liability with a limit of no less than one million dollars (\$1,000,000.00, option) each occurrence. Such insurance shall be written on a standard ISO occurrence form or substitute form providing equivalent coverage.
 - b. Professional liability of no less than one million dollars (\$1,000,000.00, option) each occurrence.
 - c. Workers' compensation consistent with statutory requirements. Certificates of insurance shall be provided to **Licensor** upon request and shall include the provision for 30-day notification to the certificate holder of any cancellation or material alteration in the coverage.
6. **Advertising.** Licensee agrees that Licensee may not use in any way the name of **Licensor** or any logotypes or symbols associated with **Licensor** or the names of any researchers without the express written permission of **Licensor**.
7. **Confidentiality.** The parties agree to maintain discussions and proprietary information revealed pursuant to this agreement in confidence, to disclose them only to persons within their respective organizations having a need to know, and to furnish assurances to the other party that such persons understand this duty on confidentiality.
8. **Disclaimer of Warranty.** **Licensed Patent Rights** is experimental in nature and it is provided **WITHOUT WARRANTY OR REPRESENTATIONS OF ANY SORT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF NON-INFRINGEMENT.** **Licensor** makes no representations and provides no warranty that the use of the **Licensed Patent Rights** will not infringe any patent or proprietary rights of third parties.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

The effective date of this agreement is _____, 20__.

Agricultural Research Center

By: _____

Name: _____

Title: _____

Company

By: _____

Name: _____

Title: _____

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Cooperative Research Agreement

This Agreement is entered into by the Agricultural Research Center and its _____ Institute, a governmental research organization established under Egyptian laws (hereinafter ARC), having its principal office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt; and _____ a _____ organized under the laws of _____ (hereinafter COOPERATOR I), having its principal office at _____; and _____ a _____ organized under the laws of _____ (hereinafter COOPERATOR II), having its principal office at _____.

Witnesseth that:

WHEREAS, researchers at ARC, COOPERATOR I and COOPERATOR II are collaborating and continue to collaborate on research pertaining to _____ and,

WHEREAS, certain intellectual property including patents and patent applications and plant varieties may be derived from this collaborative research effort; and,

WHEREAS, the researchers agreed at the onset that the Joint Project (as defined in Article I) would be a joint effort and that the intellectual property or any other benefits that might be derived from the collaboration would be commonly owned by the researchers and their respective institutions; and,

WHEREAS, ARC, COLLABORATOR I and COLLABORATOR II wish to provide for the handling and division of the patenting costs and the monies received from any option to license or license under said patent rights,

NOW THEREFORE, in consideration of the mutual benefits to be derived hereunder, the Parties agree as follows:

Article I – Definitions

- 1.1 "Intellectual Property" shall mean patents, copyrights, trademarks, plant variety certification and any other forms of intellectual property protectable under Egyptian law.
- 1.2 "Joint Ownership" shall mean two or more of the Parties have employees that are co-inventors to Intellectual Property.
- 1.3 "Joint Project" shall mean a collaborative research program between Parties involving researchers _____, _____ and _____ and such other researchers who may _____

participate in this project titled _____

- 1.4 "Party" shall mean ARC, COLLABORATOR I and COLLABORATOR II, individually or collectively, they shall be referred to as "Parties".

Article II – Proprietary Rights

2.1 Title to Intellectual Property will be with the originating Party unless there is Joint Ownership.

2.2 Handling of Intellectual Property

- 2.2.1. ARC will be responsible for the patenting and licensing of Intellectual Property with Joint Ownership. There will be joint assignment to Intellectual Property with Joint Ownership to the contributing Parties.
- 2.2.2. Intellectual Property made solely by one Party will be owned and controlled by that Party. Controlled means said Party will be in control of all decisions concerning patenting and licensing, and said Party will retain all royalties resulting from the licensing.
- 2.2.3 In all instances, counsel chosen to prosecute patent application, after or plant variety certification shall be made aware of the nature of the Joint Project and shall be charged with determining inventorship in accordance with law soliciting facts, if any, from each Party.

2.3 Licensing and Use

- 2.3.1 Licensing of a jointly developed invention shall only be by mutual agreement of Parties. ARC shall take the lead in identifying potential licensees and negotiating license agreement(s) following consultations with the other two Parties.
- 2.3.2 Inventions developed by individual Parties under the Joint Project shall be available to the other two institutions through a non-exclusive, royalty-free license to use such inventions for internal, non-commercial purposes.

2.4 Other institutions or parties may be added to the Joint Project via a subcontract or some other mechanism for the purpose of facilitating the research. ARC, COLLABORATOR I, and COLLABORATOR II will remain the primary Parties for the determination of patenting and Intellectual Property ownership and the other institutions which may be added to the Joint Project shall be secondary in the decision-making process pertaining to proprietary rights.

Article III – Protection Expenses

- 3.1 Egyptian and foreign patent applications and plant variety certification applications for Joint Ownership shall be filed, prosecuted and enforced as mutually agreed upon between the Parties and enforced as mutually

agreed upon between the Parties, and the Parties will share the expenses thereof provided in Article III 3.2 hereof.

- 3.2 Unless agreed otherwise, all legal costs and fees incurred after the Effective Date of this Agreement will be shared equally by the institutions contributing to an invention of a new plant variety, except that if any Party objects to the filing or continued prosecution of an application or enforcement of a patent or certificate in a particular country (or countries), the other Party (Parties) may proceed at its (their) own expense. If any Party (Parties) proceeds on its (their) own, the Party declining to proceed shall have no rights or interest in any patent or plant variety certification rights for said country (countries) in which it declines to proceed.

Article IV – Income Distribution

For Joint Ownership Intellectual Property the Parties agree to share equally all income received from licensing and commercialization of the Intellectual Property or any other technology that might result from the present and future collaboration on the Joint Project. In the event gross royalties do not cover the accrued legal costs expended by any Party with respect to jointly developed Intellectual Property, no Party shall be held responsible for reimbursing the other Party (Parties).

Article V – Assignability

None of the Parties shall assign or transfer any of the rights under this Agreement without the prior written approval of the other Parties. Such approval shall not be unreasonably withheld.

Article VI – Future Issues

- 6.1 If any disagreements arise, the Parties will use best efforts to negotiate to resolve all differences. The collaboration of Parties and their researchers is paramount.
- 6.2 This Agreement shall terminate with the expiration of the last to expire patents and/or plant variety certifications developed under this Joint Project, or on abandonment of all patent or plant variety applications developed under this Joint Project, provided such abandonment is by mutual consent.
- 6.3 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of each Party.

Article VII – Miscellaneous

- 7.1 This construction, validity, performance and effect of this entire Agreement shall be governed by the laws of the Arab Republic of Egypt.

- 7.2 This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter thereof and merges all prior discussions between them.
- 7.3 If any provision of this Agreement shall be held to be invalid, such invalidity shall not affect any other provisions of this Agreement, but the remainder hereof shall be effective as though such invalid provisions had not been contained herein.
- 7.4 Each Party shall require all of its researchers conducting research under the Joint Project to assign their rights to Intellectual Property conceived during the term of the Joint Project to the appropriate Party.
- 7.5 The researchers of each Party shall continue to be employees of that Party and shall not be considered to be employees of any other Party.
- 7.6 This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be the original without the production of the others.

In witness whereof, the Parties hereto have caused the Agreement to be executed in triplicate by their duly authorized representatives.

The Effective Date of this Agreement is _____, 20 ____.

**AGRICULTURAL
RESEARCH CENTER**

COLLABORATOR I

COLLABORATOR II

By: _____

By: _____

By: _____

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Option to License Agreement

This Agreement is made and entered into between the Agricultural Research Center (ARC), a governmental research establishment under Egyptian laws (hereinafter "Grantor") having its principal office at 9 Cairo University Street, Agricultural Research Center, Giza, Egypt, and _____ a company organized under the laws of _____ (hereinafter "Grantee"), having its principal office at _____.

1. Grant of Option. In consideration of payment of the Option Price by the Grantee to the Grantor, receipt of which the Grantor acknowledges, the Grantor grants the Grantee an exclusive option to obtain a license from the Grantor to the Optioned Rights, in accordance with this Option Agreement.
2. Definitions.
 - a. Option Price means that amount which the Grantor and the Grantee agree shall be paid for the Optioned Rights within the Term. The Option Price shall be _____ (_____)
 - b. Optioned Rights means the intellectual property herein described as: _____
 - c. Term means that period of time which Grantor and Grantee agree shall allow Grantee to evaluate the Optioned Rights. The Term shall be _____ to _____.
3. Exercise of the Option. The Grantee may exercise its option at any time prior to expiration of the Term by giving written notice signed by the Grantee to the Grantor at its address stated above. The notice must be personally delivered or postmarked before the expiration of the Term.
4. Confidentiality. The parties agree to maintain discussions and proprietary information revealed pursuant to the Option Agreement in confidence, to disclose them only to persons within their respective companies having a need to know, and to furnish assurances to the other party that such persons understand this duty of confidentiality.
5. Conditions to License. In the event the Grantee elects to exercise its option, execution of a license agreement, fulfillment of the following conditions to license shall occur within thirty (30) days after the Grantor receives the notice that the Grantee is exercising the option. The Grantee shall pay to the Grantor the following amount and meet the following requirements at the time it enters into

a license agreement with the Grantor:

- a. Pay an initial license fee of _____ () and a royalty rate not to exceed _____ percent (%) of the net sales of Products (as defined in the License Agreement), and
 - b. Provide the Grantor with a preliminary business plan acceptable to the Grantor that describes the steps proposed by the Grantee to commercialize the Optioned Rights.
6. Terms of License. Terms and conditions of the license agreement will be negotiated in good faith so as to result in a license acceptable to both parties substantially in the form of Exhibit A.
 7. Failure to Exercise Option or to Close. If the Grantee fails to exercise its option properly before expiration of the Term or fails to meet the conditions to license and enter into a license within the time allowed, this Option Agreement shall terminate and the Grantor may retain the Option Price and shall have no further obligation to the Grantee.
 8. Assignment. This Option Agreement shall bind and benefit the parties' successors and assigns. Neither party may assign rights under this Option Agreement without the prior written consent of the other party.
 9. Entire Agreement; Amendment. This Option Agreement contains the entire agreement of the parties with respect to the transaction described in this Option Agreement, and no prior or simultaneous oral or other written representations or promises shall be a part of this Agreement or otherwise effective. This Option Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.
 10. Indemnity. Grantee shall indemnify, hold harmless, and defend Grantor and its trustees, officers, employees and agents against any and all allegations and actions for death, illness, personal injury, property damage, and improper business practices arising from the Optioned Rights.
 11. Warranty. Optioned Rights is experimental in nature and it is provided WITHOUT WARRANTY OR REPRESENTATIONS OF ANY SORT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF NON-INFRINGEMENT. Grantor makes no representations and provides no warranty that the use of the optioned Rights will not infringe on any patent or proprietary rights of third parties.
 12. Interpretation. The paragraph headings used in this Option Agreement are provided for convenience of reference only and shall not be used to interpret the provisions of this Option Agreement. In the event any provision of this Option Agreement proves to be illegal or unenforceable, the remaining provisions of this Option Agreement shall be interpreted as if such illegal or unenforceable provision were not a part of this Option Agreement.
 13. Law. This Option Agreement is executed and delivered in the Arab Republic of Egypt and shall be constructed in accordance with the laws of the Government of Egypt.

To evidence their agreement to the foregoing terms and conditions, the Grantor and the Grantee have executed this Option Agreement below.

Grantor: Agricultural Research Center

Grantee:

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Agricultural Research Center
Intellectual Property Protection and Agricultural Commercialization
Office
(IPTCO)**

Recipient Research Agreement

THIS AGREEMENT is effective this _____ day of _____, 20__ by and between the Agricultural Research Center and its _____ Institute , with an office at 9 Cairo University Street, Agricultural Research Center, Giza, Egypt (hereinafter "RECIPIENT") and _____ with an office at _____ (hereinafter "SPONSOR").

WHEREAS, the parties desire to conduct certain research programs of mutual interest to the parties; and

WHEREAS, such research programs may further the research objectives of SPONSOR in a manner consistent with its status as a non-profit, tax-exempt, agricultural institution, and may derive benefits for both RECIPIENT and SPONSOR through inventions, improvements or discoveries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

Article I - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean a project described in a fully executed Project Proposal.
- 1.2 "Project Proposal" shall mean a research proposal which is attached hereto and incorporated herein by reference.
- 1.3 "Contract Period" will be the period beginning _____, 20__ through _____, 20__, renewable in accordance with the terms hereof, unless earlier terminated pursuant to this Agreement.
- 1.4 "SPONSOR Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees of SPONSOR in performance of the Project during the Contract Period.
- 1.5 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and discoveries, whether or not patentable or copyrightable, which are

conceived and reduced to practice jointly by one or more employees of each Party during the term of this Agreement.

- 1.6 "RECIPIENT Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees of RECIPIENT in performance of the Project during the Contract Period.

Article II - Research Work

- 2.1 RECIPIENT shall perform each Project in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the applicable Project Director ceases to direct the associated Project and a mutually acceptable substitute is not found within 80 days of such cessation, either RECIPIENT or SPONSOR shall have the option to terminate said Project.

Article III - Reports and Conferences

- 3.1 Written program reports describing the results of the applicable Project to date and information regarding the current status and future activities to be undertaken as part of such Project shall be provided by RECIPIENT to SPONSOR as required by the applicable Project Proposal, provided that such reports shall in no event be delivered less frequently than quarterly.
- 3.2 During the term of this Agreement, representatives of RECIPIENT may meet with representatives of SPONSOR at times and places mutually agreed upon to discuss the progress and results as well as ongoing plans, or changes therein, of each Project.
- 3.3 During the term of this Agreement, RECIPIENT agrees to permit representatives of SPONSOR to examine at any reasonable time during normal business hours (i) the facilities where the Project is being conducted, (ii) associated raw research data and (iii) any other relevant information (and to make copies) necessary for the SPONSOR to confirm that such Projects are being conducted in conformance with the applicable Project Proposal and in compliance with applicable laws and regulations.

Article IV - Costs, Billings, and Other Support

- 4.1 It is agreed that total costs to SPONSOR for any Project hereunder shall not exceed the sum set forth in the applicable Project Proposal. Payment shall be made by SPONSOR within thirty (30) days of receipt of monthly invoices for

actual charges incurred by the **RECIPIENT** in performance of the applicable Project provided that **RECIPIENT** is not in breach of this Agreement.

- 4.2 **RECIPIENT** shall retain title to any equipment necessary for the conduct of a Project, purchased pursuant to a signed Project Proposal with funds provided by **SPONSOR** under this Agreement.
- 4.3 In the event of early termination of this Agreement by **SPONSOR** pursuant to this Agreement other than for breach of this Agreement, **SPONSOR** shall pay all costs accrued by **RECIPIENT** as of the date of termination, including but not limited to reasonable non-cancellable obligations incurred prior to the effective date of termination made pursuant to a fully executed Project Proposal. The Project Proposal shall set forth a budget for travel and other out-of-pocket expenses to be incurred pursuant to the applicable Project.

Article V - Publicity

SPONSOR will not use the name of **RECIPIENT**, nor of any member of **RECIPIENT'S** Project staff, in any publicity, marketing, advertising or news release without the prior written approval of an authorized representative of **RECIPIENT**. **RECIPIENT** will not use the name of **SPONSOR**, nor any employee of **SPONSOR**, in any publicity, advertising or news release without the prior written approval of **SPONSOR**. Nothing herein shall restrict the **RECIPIENT'S** or **SPONSOR'S** right to disclose the existence of this Agreement, the identity of the parties, and the nature and scope of the Project.

Article VI - Publications

SPONSOR recognizes that the results of a Project achieved by **RECIPIENT** may be publishable and agrees that researchers at **RECIPIENT** engaged in the Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, or otherwise of their own choosing, methods and results of such Project, provided, however, that **SPONSOR** shall have been furnished copies of any proposed publication or presentation at least one month in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. **SPONSOR** shall have one month after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection or there is proprietary confidential information of **SPONSOR** in such publication or presentation. In the event that **SPONSOR** makes such objection, said researcher(s) shall refrain from making such publication or presentation for a maximum of four months from date of receipt of such objection in order for **RECIPIENT** to file patent application(s) directed to the patentable subject matter contained in the proposed publication or presentation. It is understood that the **SPONSOR** may wish to be credited in the publication or publish with the **RECIPIENT**, as it is appropriate. No such publication shall contain any confidential information of **SPONSOR**, or any results of any Project obtained by **SPONSOR** other than from the **RECIPIENT**.

Article VII - Intellectual Property

- 7.1 Inventorship shall be determined under Egyptian patent law.
- 7.2 All rights and title to **RECIPIENT** Intellectual Property created pursuant to the Project shall belong to **RECIPIENT** and shall be subject to the terms and conditions of this Agreement.
- 7.3 All rights and title to Joint Intellectual Property created pursuant to a Project shall belong jointly to **SPONSOR** and **RECIPIENT** and shall be subject to the terms and conditions of this Agreement.
- 7.4 Rights to inventions, improvements and discoveries, whether or not patentable or copyrightable, relating to a Project made solely by employees of **SPONSOR** shall belong to **SPONSOR**. Such inventions, improvements, and discoveries shall not be subject to the terms and conditions of this Agreement.
- 7.5 **RECIPIENT** will promptly notify **SPONSOR** of any **RECIPIENT** Intellectual Property. If **SPONSOR** directs **RECIPIENT** to file a patent application hereunder or desires to maintain its right to exercise either option (a) or (b) of Section 8.2 below, **SPONSOR** shall retain an independent law firm reasonably acceptable to **RECIPIENT** to promptly prepare, file and prosecute such patent applications in **RECIPIENT'S** name and shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of patent application(s) for as long as **SPONSOR** retains or exercises its option rights under Section 8. **SPONSOR** and **RECIPIENT** shall cooperate to assure that such application(s) will cover, to the best of **SPONSOR'S** knowledge, all items of commercial interest and importance. While **SPONSOR** shall be responsible for making the day-to-day decisions regarding the prosecution of such patent applications, the parties must mutually agree on all material decisions regarding the scope and content of application(s) to be filed and prosecution thereof. **SPONSOR** shall promptly supply to **RECIPIENT**, at **NT'S** request, copies of all papers received and filed in connection with the prosecution thereof in sufficient time for **RECIPIENT** to comment thereon.
- 7.6 Each party will promptly notify the other when Joint Intellectual Property is created. **SPONSOR** shall have the right, at its option and expense, and through patent attorneys or agents of its choice, to make all decisions with respect to, and to otherwise control the preparation, filing and prosecution (including any proceedings relating to reissues, reexaminations, protests, interferences, and requests for patent extensions or supplementary protection certificates) of any patent application with respect to any Joint Intellectual Property and to maintain any patents issuing therefrom.
- 7.7 **SPONSOR** shall ensure that patent attorneys or agents are able and agree not to take any action which would discriminate in favor of **SPONSOR'S** interest in **RECIPIENT** Intellectual Property or Joint Intellectual Property to the detriment

of RECIPIENT'S interests in RECIPIENT Intellectual Property and Joint Intellectual Property in all patent decisions and actions taken pursuant to sections 7.5 and 7.6 above. SPONSOR shall not retain patent attorneys or agents if such representatives pose a conflict of interest with respect to the NT'S rights in RECIPIENT Intellectual Property and Joint Intellectual Property.

7.8 If SPONSOR elects not to exercise its option as described in Section 8.2 below or either party decides to discontinue or refrain from providing the financial support for the prosecution or maintenance of patents or patent applications claiming RECIPIENT Intellectual Property or Joint Intellectual Property, such party shall be deemed to have irrevocably assigned its rights in such patents and patent applications to the other party and such other party shall be free to file or continue prosecution or maintain any such application(s) and to maintain any protection issuing thereon in the U.S. and in any foreign country at such other party's sole expense and all rights in the applicable patent or patent applications shall be transferred to such other party.

Article VIII – Granting of Rights

8.1 RECIPIENT hereby grants SPONSOR a royalty-free, non-exclusive license to use RECIPIENT Intellectual Property within its own organization.

8.2 RECIPIENT hereby grants to SPONSOR, an exclusive option at SPONSOR'S sole election, to negotiate for either (a) a non-exclusive, royalty-bearing license to use RECIPIENT Intellectual Property for any purpose, (b) an exclusive royalty-bearing license with a right to sublicense to RECIPIENT Intellectual Property or (c) an exclusive license to RECIPIENT'S interest in any Joint Intellectual Property. Terms and conditions of these licenses are to be negotiated in good faith and agreed upon between RECIPIENT and SPONSOR. Company shall notify Institution by written notice within 180 days of (I) receiving RECIPIENT'S written notice of the generation of a RECIPIENT Intellectual Property, or (II) in the case of Joint Intellectual Property, agreement of the parties as to the generation of Joint Intellectual Property, whether SPONSOR elects to exercise the Option. If SPONSOR either (i) elects not to exercise its option or (ii) fails to provide written notice within such 180 day period, then SPONSOR shall automatically be deemed to have relinquished any rights it may have to any license described in this Section. If SPONSOR provides RECIPIENT written notice of its exercise of the Option, the parties shall exclusively negotiate in good faith, for a period of 180 days, a license to the applicable RECIPIENT Intellectual Property or Joint Intellectual Property on terms consistent with the terms of this paragraph. If, after good faith negotiations, no agreement is reached by the parties within such 180 day period, RECIPIENT shall be free to enter into a license with any third party for any RECIPIENT Intellectual Property subject to SPONSOR'S use right in Section 8.1 and to license its rights in such Joint Intellectual Property.

- 8.3 In the event that SPONSOR acquires an exclusive license or right under subsections 8.2 of this Article, the RECIPIENT will retain the right to continue to use any RECIPIENT Intellectual Property and Joint Intellectual Property within the RECIPIENT for research purposes.

Article IX - Confidentiality and Publicity

- 9.1 During discussions leading up to this Agreement, and during the course of performing the Project, it is anticipated that RECIPIENT and SPONSOR will learn confidential and/or proprietary information of the other. Parties will keep confidential, and not use, except in connection with the performance of the SPONSORED research hereunder, any information which is provided in writing and marked as confidential by either party, or if disclosed orally, described in writing within 30 days after disclosure, including without limitation any information which relates to SPONSORED research to be performed under this Agreement, any information which either party may acquire with respect to the other party's business, and any information relating to new products, customers, pricing, know-how, processes, and practices, ("Confidential Information.") The obligations of confidentiality and non-use of Confidential Information shall survive the termination or expiration of this Agreement for a period of five years, unless or until:
- (a) such information shall become known to third parties or shall become publicly known through no fault of RECIPIENT, or
 - (b) such information was already in a party's possession, as evidenced by written documentation prior to the disclosure of such information to the informing party, or
 - (c) such information shall be subsequently disclosed to either party on a non-confidential basis by a third party who, to the best of the receiving party's knowledge, is not under any obligation of confidentiality.
 - (d) such information is specifically authorized by the informing party, in writing, to be disclosed.
 - (e) such information is required to be disclosed by applicable law or order of a court of competent jurisdiction in which case the disclosing party agrees to notify the other party of such requirement so that party may take steps to narrow or avoid disclosure.

Article X - Term and Termination

- 10.1 This Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. Thereafter, the term of this Agreement shall automatically renew for successive one-year periods unless either party provides prior written notice to the other party of its

desire not to renew the term hereof, which notice must be given at least 60 days prior to the then current term of this Agreement. Company may terminate this Agreement or any Project upon 60 days prior written notice at any time within the contract period.

- 10.2 In the event that either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within thirty days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party. Such termination shall be effective as of the date of the receipt of such notice.
- 10.3 No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of termination.
- 10.4 Upon termination of this Agreement or any Project, other than for breach of the terms hereof, SPONSOR shall reimburse RECIPIENT for any amounts SPONSOR is otherwise obligated to provide RECIPIENT under the terms hereof, for work on each terminated Project performed by RECIPIENT up to the effective date of termination and for non-cancellable pre-paid expenses reasonably incurred by RECIPIENT in anticipation of its work on each Project.

Article XI - Independent Contractor

- 11.1 RECIPIENT shall be deemed to be and shall be an independent contractor and as such RECIPIENT shall not be entitled to any benefits applicable to employees of SPONSOR.
- 11.2 The parties acknowledge that neither of their employees are employees of the other party and that employees of one party are not eligible to participate in any employee benefit plans of the other party. The parties further acknowledge that neither party nor any of its employees are eligible to participate in any such benefit plans even if it is later determined that any of its employees' status during the period of this Agreement was that of an employee of the other party. In addition, the parties waive any claims that they may have under the terms of any such benefit plans or under any law for participation in or benefits under any of the other party's benefit plans.
- 11.3 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article XII - Insurance and Indemnification

- 12.1 RECIPIENT warrants and represents that RECIPIENT has adequate liability insurance in amounts not less than _____ and workers compensation insurance of statutory levels, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by RECIPIENT. RECIPIENT has no liability insurance policy as such that can extend protection to any other person.
- 12.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article XIII - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Arab Republic of Egypt and shall be constructed under the laws of Egypt.

Article XIV- Assignment

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

Article XV - Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article XVI - Notices

Notices hereunder shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing.

If to SPONSOR:

With a copy to:

If to RECIPIENT:

With a copy to:

Article XVII – Counterparts and Headings

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SPONSOR

**AGRICULTURAL RESEARCH
CENTER**

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Sponsor Research Agreement

THIS AGREEMENT is effective this _____ day of _____, 20__ by and between the Agricultural Research Center and its _____ Institute , with an office at 9 Cairo University Street, Agricultural Research Center, Giza, Egypt (hereinafter **"SPONSOR"**) and _____ with an office at _____ (hereinafter **"RECIPIENT"**).

WHEREAS, the parties desire to conduct certain research programs of mutual interest to the parties; and

WHEREAS, such research programs may further the research objectives of **SPONSOR** in a manner consistent with its status as a non-profit, tax-exempt, agricultural institution, and may derive benefits for both **RECIPIENT** and **SPONSOR** through inventions, improvements or discoveries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

Article I - Definitions

As used herein, the following terms shall have the following meanings:

- 11.1 "Project" shall mean a project described in a fully executed Project Proposal.
- 1.2 "Project Proposal" shall mean research proposals substantially in the form of Exhibit A which is attached hereto and incorporated herein by reference.
- 1.3 "Contract Period" will be the period beginning _____, 20__ through _____, 20__, renewable in accordance with the terms hereof, unless earlier terminated pursuant to this Agreement.
- 1.4 "**SPONSOR** Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees of **SPONSOR** in performance of the Project during the Contract Period.
- 1.5 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and discoveries, whether or not patentable or copyrightable, which are

conceived and reduced to practice jointly by one or more employees of each Party during the term of this Agreement.

- 1.6 "RECIPIENT Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees of RECIPIENT in performance of the Project during the Contract Period.

Article II - Research Work

- 2.1 RECIPIENT shall perform each Project in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the applicable Project Director ceases to direct the associated Project and a mutually acceptable substitute is not found within 80 days of such cessation, either RECIPIENT or SPONSOR shall have the option to terminate said Project.

Article III - Reports and Conferences

- 3.1 Written program reports describing the results of the applicable Project to date and information regarding the current status and future activities to be undertaken as part of such Project shall be provided by RECIPIENT to SPONSOR as required by the applicable Project Proposal, provided that such reports shall in no event be delivered less frequently than quarterly.
- 3.2 During the term of this Agreement, representatives of RECIPIENT may meet with representatives of SPONSOR at times and places mutually agreed upon to discuss the progress and results as well as ongoing plans, or changes therein, of each Project.
- 3.3 During the term of this Agreement, RECIPIENT agrees to permit representatives of SPONSOR to examine at any reasonable time during normal business hours (i) the facilities where the Project is being conducted, (ii) associated raw research data and (iii) any other relevant information (and to make copies) necessary for the SPONSOR to confirm that such Projects are being conducted in conformance with the applicable Project Proposal and in compliance with applicable laws and regulations.

Article IV - Costs, Billings, and Other Support

- 4.1 It is agreed that total costs to SPONSOR for any Project hereunder shall not exceed the sum set forth in the applicable Project Proposal. Payment shall be made by SPONSOR within thirty (30) days of receipt of monthly invoices for

actual charges incurred by the **RECIPIENT** in performance of the applicable Project provided that **RECIPIENT** is not in breach of this Agreement.

4.2 **RECIPIENT** shall retain title to any equipment necessary for the conduct of a Project, purchased pursuant to a signed Project Proposal with funds provided by **SPONSOR** under this Agreement.

4.3 In the event of early termination of this Agreement by **SPONSOR** pursuant to this Agreement other than for breach of this Agreement, **SPONSOR** shall pay all costs accrued by **RECIPIENT** as of the date of termination, including but not limited to reasonable non-cancellable obligations incurred prior to the effective date of termination made pursuant to a fully executed Project Proposal. The Project Proposal shall set forth a budget for travel and other out-of-pocket expenses to be incurred pursuant to the applicable Project.

Article V - Publicity

SPONSOR will not use the name of **RECIPIENT**, nor of any member of **RECIPIENT'S** Project staff, in any publicity, marketing, advertising or news release without the prior written approval of an authorized representative of **RECIPIENT**. **RECIPIENT** will not use the name of **SPONSOR**, nor any employee of **SPONSOR**, in any publicity, advertising or news release without the prior written approval of **SPONSOR**. Nothing herein shall restrict the **RECIPIENT'S** or **SPONSOR'S** right to disclose the existence of this Agreement, the identity of the parties, and the nature and scope of the Project.

Article VI - Publications

SPONSOR recognizes that the results of a Project achieved by **RECIPIENT** may be publishable and agrees that researchers at **RECIPIENT** engaged in the Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, or otherwise of their own choosing, methods and results of such Project, provided, however, that **SPONSOR** shall have been furnished copies of any proposed publication or presentation at least one month in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. **SPONSOR** shall have one month after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection or there is proprietary confidential information of **SPONSOR** in such publication or presentation. In the event that **SPONSOR** makes such objection, said researcher(s) shall refrain from making such publication or presentation for a maximum of four months from date of receipt of such objection in order for **RECIPIENT** to file patent application(s) directed to the patentable subject matter contained in the proposed publication or presentation. It is understood that the **SPONSOR** may wish to be credited in the publication or publish with the **RECIPIENT**, as it is appropriate. No such publication shall contain any confidential information of **SPONSOR**, or any results of any Project obtained by **SPONSOR** other than from the **RECIPIENT**.

Article VII - Intellectual Property

- 7.1 Inventorship shall be determined under Egyptian patent law.
- 7.2 All rights and title to **RECIPIENT** Intellectual Property created pursuant to the Project shall belong to **RECIPIENT** and shall be subject to the terms and conditions of this Agreement.
- 7.3 All rights and title to Joint Intellectual Property created pursuant to a Project shall belong jointly to **SPONSOR** and **RECIPIENT** and shall be subject to the terms and conditions of this Agreement.
- 7.4 Rights to inventions, improvements and discoveries, whether or not patentable or copyrightable, relating to a Project made solely by employees of **SPONSOR** shall belong to **SPONSOR**. Such inventions, improvements, and discoveries shall not be subject to the terms and conditions of this Agreement.
- 7.5 **RECIPIENT** will promptly notify **SPONSOR** of any **RECIPIENT** Intellectual Property. If **SPONSOR** directs **RECIPIENT** to file a patent application hereunder or desires to maintain its right to exercise either option (a) or (b) of Section 8.2 below, **SPONSOR** shall retain an independent law firm reasonably acceptable to **RECIPIENT** to promptly prepare, file and prosecute such patent applications in **RECIPIENT'S** name and shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of patent application(s) for as long as **SPONSOR** retains or exercises its option rights under Section 8. Thereafter, **RECIPIENT** shall reimburse **SPONSOR** for all of its costs and expenses incurred in the preparation, filing and prosecution of such **RECIPIENT** Inventions out of the net proceeds of any license fees, royalties or other consideration received by **RECIPIENT** from any third party to whom **RECIPIENT** licenses its right in such **RECIPIENT** Invention. **SPONSOR** and **RECIPIENT** shall cooperate to assure that such application(s) will cover, to the best of **SPONSOR'S** knowledge, all items of commercial interest and importance. While **SPONSOR** shall be responsible for making the day-to-day decisions regarding the prosecution of such patent applications, the parties must mutually agree on all material decisions regarding the scope and content of application(s) to be filed and prosecution thereof. **SPONSOR** shall promptly supply to **RECIPIENT**, at **NT'S** request, copies of all papers received and filed in connection with the prosecution thereof in sufficient time for **RECIPIENT** to comment thereon.
- 7.6 Each party will promptly notify the other when Joint Intellectual Property is created. **SPONSOR** shall have the right, at its option and expense, and through patent attorneys or agents of its choice, to make all decisions with respect to, and to otherwise control the preparation, filing and prosecution (including any proceedings relating to reissues, reexaminations, protests, interferences, and requests for patent extensions or supplementary protection certificates) of any patent application with respect to any Joint Intellectual Property and to maintain

any patents issuing therefrom. In the event the SPONSOR does not obtain an exclusive license to RECIPIENT'S rights to any such Joint Intellectual Property, RECIPIENT shall reimburse SPONSOR for one-half of any expenses and costs incurred by SPONSOR in such preparation, filing and prosecution and maintenance, out of the proceeds of any license fees, royalties or other consideration received by RECIPIENT from any third party to whom RECIPIENT licenses its right to such Joint Intellectual Property.

7.7 SPONSOR shall ensure that patent attorneys or agents are able and agree not to take any action which would discriminate in favor of SPONSOR'S interest in RECIPIENT Intellectual Property or Joint Intellectual Property to the detriment of RECIPIENT'S interests in RECIPIENT Intellectual Property and Joint Intellectual Property in all patent decisions and actions taken pursuant to sections 7.5 and 7.6 above. SPONSOR shall not retain patent attorneys or agents if such representatives pose a conflict of interest with respect to the RECIPIENT'S rights in RECIPIENT Intellectual Property and Joint Intellectual Property.

7.8 If SPONSOR elects not to exercise its option as described in Section 8.2 below or either party decides to discontinue or refrain from providing the financial support for the prosecution or maintenance of patents or patent applications claiming RECIPIENT Intellectual Property or Joint Intellectual Property, such party shall be deemed to have irrevocably assigned its rights in such patents and patent applications to the other party and such other party shall be free to file or continue prosecution or maintain any such application(s) and to maintain any protection issuing thereon in the U.S. and in any foreign country at such other party's sole expense and all rights in the applicable patent or patent applications shall be transferred to such other party.

Article VIII – Granting of Rights

8.1 RECIPIENT hereby grants SPONSOR a royalty-free, non-exclusive license to use RECIPIENT Intellectual Property within its own organization.

8.2 RECIPIENT hereby grants to SPONSOR, an exclusive option at SPONSOR'S sole election, to negotiate for either (a) a non-exclusive, royalty-bearing license to use RECIPIENT Intellectual Property for any purpose, (b) an exclusive royalty-bearing license with a right to sublicense to RECIPIENT Intellectual Property or (c) an exclusive license to RECIPIENT'S interest in any Joint Intellectual Property. Terms and conditions of these licenses are to be negotiated in good faith and agreed upon between RECIPIENT and SPONSOR. Company shall notify Institution by written notice within 180 days of (I) receiving RECIPIENT'S written notice of the generation of a RECIPIENT Intellectual Property, or (II) in the case of Joint Intellectual Property, agreement of the parties as to the generation of Joint Intellectual Property, whether SPONSOR elects to exercise the Option. If SPONSOR either (i) elects not to exercise its option or (ii) fails to provide written notice within such 180 day period, then SPONSOR shall automatically be deemed to have relinquished any rights it may have to any license described in this Section.

If **SPONSOR** provides **RECIPIENT** written notice of its exercise of the Option, the parties shall exclusively negotiate in good faith, for a period of 180 days, a license to the applicable **RECIPIENT** Intellectual Property or Joint Intellectual Property on terms consistent with the terms of this paragraph. If, after good faith negotiations, no agreement is reached by the parties within such 180 day period, **RECIPIENT** shall be free to enter into a license with any third party for any **RECIPIENT** Intellectual Property subject to **SPONSOR'S** use right in Section 8.1 and to license its rights in such Joint Intellectual Property.

- 8.3 In the event that **SPONSOR** acquires an exclusive license or right under subsections 8.2 of this Article, the **RECIPIENT** will retain the right to continue to use any **RECIPIENT** Intellectual Property and Joint Intellectual Property within the **RECIPIENT** for research purposes.

Article IX - Confidentiality and Publicity

- 9.1 During discussions leading up to this Agreement, and during the course of performing the Project, it is anticipated that **RECIPIENT** will learn confidential and/or proprietary information of **SPONSOR**. **RECIPIENT** will keep confidential, and not use, except in connection with the performance of the Sponsored research hereunder, any information which is provided in writing and marked as confidential to **RECIPIENT** by **SPONSOR**, or if disclosed orally, described in a writing within 30 days after disclosure, including without limitation any information which relates to Sponsored research to be performed under this Agreement, any information which **RECIPIENT** may acquire with respect to **SPONSOR'S** business, and any information relating to new products, customers, pricing, know-how, processes, and practices, ("Confidential Information.") The obligations of confidentiality and non-use of Confidential Information shall survive the termination or expiration of this Agreement for a period of five years, unless or until:
- a. such information shall become known to third parties or shall become publicly known through no fault of **RECIPIENT**, or
 - b. such information was already in **RECIPIENT'S** possession, as evidenced by written documentation prior to the disclosure of such information to **RECIPIENT** by **SPONSOR**, or
 - c. such information shall be subsequently disclosed to **RECIPIENT** on a non-confidential basis by a third party who, to the best of **RECIPIENT'S** knowledge, is not under any obligation of confidentiality.
 - d. such information is specifically authorized by **SPONSOR**, in writing, to be disclosed.

- e. such information is required to be disclosed by applicable law or order of a court of competent jurisdiction in which case **RECIPIENT** agrees to notify **SPONSOR** of such requirement so that **SPONSOR** may take steps to narrow or avoid disclosure.

Article X - Term and Termination

- 10.1 This Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. Thereafter, the term of this Agreement shall automatically renew for successive one-year periods unless either party provides prior written notice to the other party of its desire not to renew the term hereof, which notice must be given at least 60 days prior to the then current term of this Agreement. Company may terminate this Agreement or any Project upon 60 days prior written notice at any time within the contract period.
- 10.2 In the event that either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within thirty days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party. Such termination shall be effective as of the date of the receipt of such notice.
- 10.3 No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of termination.
- 10.4 Upon termination of this Agreement or any Project, other than for breach of the terms hereof, **SPONSOR** shall reimburse **RECIPIENT** for any amounts **SPONSOR** is otherwise obligated to provide **RECIPIENT** under the terms hereof, for work on each terminated Project performed by **RECIPIENT** up to the effective date of termination and for non-cancellable pre-paid expenses reasonably incurred by **RECIPIENT** in anticipation of its work on each Project.

Article XI - Independent Contractor

- 11.1 **RECIPIENT** shall be deemed to be and shall be an independent contractor and as such **RECIPIENT** shall not be entitled to any benefits applicable to employees of **SPONSOR**.
- 11.2 **RECIPIENT** acknowledges that neither it nor any of its employees are employees of **SPONSOR** and that neither it nor any of its employees are eligible to participate in any employee benefit plans of **SPONSOR**. **RECIPIENT** further acknowledges that neither it nor any of its

employees are eligible to participate in any such benefit plans even if it is later determined that its or any of its employees' status during the period of this Agreement was that of an employee of SPONSOR. In addition, RECIPIENT waives any claim that it may have under the terms of any such benefit plans or under any law for participation in or benefits under any of SPONSOR'S benefit plans.

- 11.3 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article XII - Insurance and Indemnification

- 12.1 RECIPIENT warrants and represents that RECIPIENT has adequate liability insurance in amounts not less than _____ and workers compensation insurance of statutory levels, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by RECIPIENT. RECIPIENT has no liability insurance policy as such that can extend protection to any other person.

- 12.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article XIII - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Arab Republic of Egypt and shall be constructed under the laws of Egypt.

Article XIV - Assignment

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

Article XV - Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article XVI - Notices

Notices hereunder shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing.

If to **SPONSOR**:

With a copy to:

If to **RECIPIENT**:

With a copy to:

Article XVII – Counterparts and Headings

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SPONSOR _____ **AGRICULTURAL RESEARCH
CENTER**

By _____ By _____

Name: _____ Name: _____

Title: _____ Title: _____

**Agricultural Research Center
Intellectual Property Technology Commercialization Office**

Should We Patent?

Listed here are some of the questions that must be asked and answered before a discovery can be taken beyond the invention disclosure phase. Significant costs in dollars and time are required by both the Intellectual Property Protection and Agricultural Commercialization Office (IPTCO) and the inventor to get an invention patented. Pursuing only patents that will be beneficial to all requires difficult decisions. Some inventions are never sent for patents, some are delayed until the invention is more complete or the market is ready, and some are processed quickly.

When visiting to discuss your invention, the following points will be explored with you.

Is it ready?

- Is the invention complete?
- Has a patent search been done?
- Is a prototype available to demonstrate the invention?
- Is it premature for the current market?
- Will people easily grasp its utility?
- Will the potential licensee have to fully license the technology?

Does somebody need or want it?

- Are there similar products currently on the market?
- If so, is this invention a lot cheaper, better, and/or faster than the competition's?
- Who are the customers for this invention?
- What are the different markets for which this invention might be used?
- Can the prototype be used to help license the technology?

Is it worth it?

- Is the inventor willing and interested in championing this invention to potential licensees?
- Will we recover and exceed initial patent cost from royalties?
- Will foreign patents be necessary?
- Will someone need to expend more capital to further develop this invention or make it manufacturable?
- Are there similar, competitive products?
- Even if a patent is issued, can it be enforced?
- Does it need governmental approval or certification?

Additional and more specific questions may be asked as the review of the disclosure continues. These questions are listed in IPTCO Form 17: Patentability Checklist.

Agricultural Research Center
Intellectual Property and Technology Commercialization Office

Plant Variety Exclusive License

This Agreement is entered into between the Agricultural Research Center, a governmental research organization established under Egyptian laws (hereinafter called "ARC" having its principal office at 9 Cairo University Street, Agriculture Research Center, Giza, Egypt; and _____ a for-profit corporation organized under the laws of _____ (hereinafter "SEED COMPANY"), having its principal office at _____.

WHEREAS, ARC has performed research to develop (description of new variety) and owns certain valuable property rights thereon; and

WHEREAS, ARC desires, in the public interest, that this (new variety) be propagated for distribution so that its benefits are readily available to the public in the shortest time possible; and

WHEREAS, SEED COMPANY represents that it has the facilities, personnel and expertise in the propagation, maintenance and marketing of (other varieties of the same or related crops) and is willing to expend reasonable efforts and resources to propagate and distribute this (new variety);

NOW THEREFORE, in consideration of the foregoing and pursuant to the mutual promises and obligations hereinafter set forth, ARC and SEED COMPANY, intending to be legally bound, agree as follows:

Article I - Definitions

- 1.1 Licensed PVPC means Egyptian Plant Variety Protection Certificate Application No. _____, "(variety name)," filed on (date) [OR Certificate No. _____ issued on (date)] and the certificate issuing therefrom.
- 1.2 Licensed Variety means the new and distinct (specific crop) variety described in the Licensed PVPC, including seeds, plants and tissues thereof.
- 1.3 Licensed Product means commercial seed of the Licensed Variety.
- 1.4 Licensed Territory means the Arab Republic of Egypt, and [list of countries where SEED COMPANY would like to obtain breeder's rights on behalf of ARC].
- 1.5 Licensed Breeder's Rights means the breeder's rights for the Licensed

Variety applied for and obtained by **SEED COMPANY** on behalf of **ARC** in countries outside Egypt that are included in the Licensed Territory.

- 1.6 **Contract Grower** means a person or firm producing Licensed Product for **SEED COMPANY**. All sales of Licensed Product by Contract Growers shall be in the name of **SEED COMPANY**. All Contract Growers shall be required to abide by the terms and conditions set forth in this Agreement.
- 1.7 **Effective Date** means the later date on which this Agreement is executed by a party to the Agreement.

Article II - Grant

- 2.1 **ARC** grants to **SEED COMPANY**, subject to the terms and conditions herein, an exclusive license under the Licensed PVPC and the Licensed Breeder's Rights in the Licensed Territory to propagate and maintain the Licensed Variety and to sell Licensed Product for the term of this Agreement. **SEED COMPANY** may provide the Licensed Variety to Contract Growers for production purposes.
- 2.2 **ARC** grants to **SEED COMPANY** the right to grant sublicenses subject to the provisions of this Agreement and to the prior submission to and approval by **ARC** of the proposed sublicense, which approval shall not be unreasonably withheld. All sublicenses shall make reference to this Agreement, including the rights retained by the Egyptian Government in accordance with the provisions of Article 3 below. **SEED COMPANY** shall provide **ARC** with a copy of all sublicense agreements.

Article III – Reservation of Rights

- 3.1 The license granted in Article 2 above is subject to the reservation by **ARC** of an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of the Licensed PVPC and the Licensed Breeder's Rights throughout the world by or on behalf of the Egyptian Government, and on behalf of any foreign government pursuant to any existing or future treaty or agreement to which the Arab Republic of Egypt is a signatory, including the right to engage in research, either alone or with one or more third parties, with the Licensed Variety. **ARC** reserves the right to make propagation material of the Licensed Variety available to third parties for breeding purposes.
- 3.2 **ARC** reserves the right to require **SEED COMPANY** to grant sublicenses in the Arab Republic of Egypt to responsible applicants, on reasonable terms, under the following circumstances:

- (a) such grant is necessary to fulfill health or safety needs; or
- (b) such grant is necessary to insure that Licensed Product is made available for utilization by the public in the Arab Republic of Egypt geographic regions outside of SEED COMPANY'S marketing and distribution area.

Article IV – Fees, Royalties, and Payments

- 4.1 SEED COMPANY shall pay ARC a royalty of _____ Egyptian Pounds (____ LE) for each (description of standard unit of seeds for particular crop) of Licensed Product sold by SEED COMPANY and its Contract Growers during the term of this Agreement. Royalties shall be due and payable upon submission of each royalty report, in accordance with the provisions of Article 5 Paragraph 5.2 below.
- 4.2 SEED COMPANY shall reimburse ARC for the filing and certificate fees paid by ARC to the Egyptian Plant Variety Protection Office in the total amount of _____ Egyptian Pounds (____ LE). Payment of such reimbursement to ARC shall be due within thirty (30) days of the Effective Date.
- 4.3 SEED COMPANY shall apply for breeder's rights for the Licensed Variety in all countries outside of the Arab Republic of Egypt which are included in the Licensed Territory, and all such applications shall be made in the name of the Arab Republic of Egypt. SEED COMPANY shall be responsible for the preparation and submission of all required documents to the appropriate authorities. ARC shall provide reasonable assistance to SEED COMPANY as required for the preparation and submission of documents. SEED COMPANY shall pay any and all fees required to obtain and maintain breeder's rights for the Licensed Variety in the Licensed Territory.
- 4.4 SEED COMPANY shall provide to ARC, at SEED COMPANY'S expense, up to (reasonable quantity) of Licensed Product per year for research and demonstration purposes. ARC shall submit to SEED COMPANY a written request for such material at least _____ (____) days prior to the desired delivery date.
- 4.5 SEED COMPANY shall pay to ARC fifty percent (50%) of the royalties and of other fees paid by each sublicensee to SEED COMPANY pursuant to a sublicense granted by SEED COMPANY, as provided in Article 2.2 above. Payment to ARC shall be due within thirty (30) days of receipt by SEED COMPANY of any such payments by sublicensees.
- 4.6 All payments due ARC under this Article IV shall be payable in Egyptian Pounds or United States dollars. All checks and bank drafts shall be

drawn on Egyptian banks. A late payment of a license fee or royalty shall automatically raise said fee or royalty by an amount equal to one percent (1%) of the amount due for each month beyond the due date of such late payment. Conversion of foreign currency to Egyptian Pounds or United States dollars shall be made on the last business day of the applicable reporting period for the settlement of such payment obligations. Any and all loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion of other currency shall be paid entirely by SEED COMPANY.

Article V – Reports and Records

- 5.1 SEED COMPANY shall provide written annual reports within sixty (60) days of the end of each calendar year detailing progress being made to increase seed of the Licensed Variety and to field test the Licensed Variety. The report shall include information concerning the location and acreage of the Licensed Variety grown for test purposes. No further annual progress reports will be required after notification of the first commercial sale of Licensed Product unless otherwise requested by ARC.
- 5.2 After notification of the first commercial sale of Licensed Product, SEED COMPANY shall submit to ARC within sixty (60) days after each calendar half year ending June 30th and December 31st, reports setting forth for the preceding six (6) month period the amount of Licensed Product sold by SEED COMPANY, and its sublicensees and Contract Growers, and the royalties due pursuant to Article 4 Paragraphs 4.1 and 4.5 above. The report shall include an itemized accounting of the number of units of Licensed Product sold, price per unit, and each deduction taken for returns or replacements. A written report shall be due for each reporting period whether or not any royalties are due to ARC.
- 5.3 SEED COMPANY, and its sublicensees, shall keep accurate and complete records as are required for the determination of royalties owed to ARC pursuant to this Agreement. Such records shall be retained for at least five (5) years following a given reporting period. Upon reasonable notice and at the expense of ARC, such records shall be available during normal business hours for inspection by an accountant selected by ARC and approved by SEED COMPANY for the sole purpose of verifying reports and payments hereunder. Such accountant shall not disclose to ARC any information other than information relating to the accuracy of reports and payments made under this Agreement.
- 5.4 ARC shall have the right, upon reasonable notice, to enter the property owned, leased or controlled by SEED COMPANY, during regular business hours, for the purpose of verifying compliance with the terms and conditions of this Agreement.

Article VI – Licensee Performance

- 6.1 **SEED COMPANY** shall expend reasonable efforts and resources to increase the Licensed Variety for the purpose of offering Licensed Product for sale. **SEED COMPANY** shall offer Licensed Product for sale within ___ () year(s) of the **Effective Date** of this Agreement unless this period is extended by mutual agreement of the parties.
- 6.2 **SEED COMPANY** shall sell Licensed Product in the Arab Republic of Egypt only as a class of certified seed, and seed production shall be limited to ___ () generations beyond breeder seed. **SEED COMPANY** shall maintain all certification standards as may be required by any authorized certifying agency in the jurisdictions where Licensed Product is being produced. [In cases where the PVPC does not require that the variety be sold only as a class of certified seed, the following should be used: “**SEED COMPANY** shall limit Licensed Product seed production to ___ () generations beyond breeder seed”.]
- 6.3 Prior to the sale of Licensed Product in any country outside of the Arab Republic of Egypt which is included in the Licensed Territory, **SEED COMPANY** shall apply for breeder’s rights for the Licensed Variety in that country. **SEED COMPANY** shall ensure the compliance with all official requirements necessary for certification of the Licensed Variety in the Licensed Territory.
- 6.4 **SEED COMPANY** shall exercise due diligence and make reasonable efforts to insure that all Licensed Product sold is of high quality and genetic purity. **SEED COMPANY** shall implement and monitor quality assurance standards for all Contract Growers.
- 6.5 Licensed Product sold or otherwise disposed of in the Arab Republic of Egypt by **SEED COMPANY**, or its sublicensees, shall be manufactured substantially in the Arab Republic of Egypt.
- 6.6 After the first sale of Licensed Product in the Arab Republic of Egypt, **SEED COMPANY** shall keep Licensed Product reasonably available to the Arab Republic of Egypt public during the term of this Agreement.

Article VII – Duration, Modification, and Termination

- 7.1 This Agreement shall commence on the **Effective Date** and, unless sooner terminated as provided under this Article 7, shall remain in effect until the expiration of the last to expire certificate of protection under the Licensed PVPC and Licensed Breeder’s Rights.

- 7.2 This Agreement may be modified or terminated by ARC subject to the provisions of Article 7 Paragraphs 7.3 and 12.4 below if it is determined that any one of the following has occurred:
- (a) SEED COMPANY, or its sublicensees or Contract Growers, fails to meet the obligations set forth in Article 6 above;
 - (b) SEED COMPANY has willfully made a false statement or willfully omitted a material fact in the license application or in any report required by this Agreement;
 - (c) SEED COMPANY, or its sublicensees or Contract Growers, commits a substantial breach of a covenant or agreement contained in this Agreement; or
 - (d) SEED COMPANY is adjudged bankrupt or has its assets placed in the hands of receiver or makes any assignment or other accommodation for the benefit of creditors.
- 7.3 Prior to modification or termination of this Agreement, ARC shall furnish SEED COMPANY and any sublicensees of record a written notice of intention to modify or terminate, and SEED COMPANY and any notified sublicensee shall be allowed thirty (30) days after the date of such notice to remedy any breach or default of any covenant or agreement of this Agreement or to show cause why this Agreement should not be modified or terminated.
- 7.4 SEED COMPANY may terminate this Agreement at any time upon ninety (90) days' written notice to ARC. Such notice shall include an explanation of the reasons for termination.
- 7.5 Upon termination of this Agreement, all sums due to ARC pursuant to Article IV hereunder shall become immediately payable. In all other respects, the rights and obligations of the parties hereto concerning the Licensed Variety shall cease as of the Effective Date of such termination. SEED COMPANY may, however, sell all Licensed Product under propagation and in inventory at the time of termination provided that royalties are paid on any such sales in accordance with the provisions of Article 4.
- 7.6 In the event of termination of this Agreement, any sublicense of record granted pursuant to Article 2 Paragraph 2.2 may either be converted to a license directly between sublicensee and ARC or be terminated.

Article VIII – Patent Enforcement

- 8.1 SEED COMPANY shall use all commercially reasonable efforts to protect ARC'S property rights in the Licensed Variety and shall notify ARC of any infringement of the Licensed PVPC or Licensed Breeder's Rights that comes to the attention of SEED COMPANY. In the event of such infringement, the parties hereto shall confer and shall use best efforts to reach mutual agreement upon the best course of action, including but not limited to, requiring the infringing party to take a sublicense under the Licensed PVPC or Licensed Breeder's Rights.
- 8.2 The Arab Republic of Egypt Government shall not be obligated to enforce the Licensed PVPC or Licensed Breeder's Rights against infringers, and may grant the right of enforcement to SEED COMPANY. SEED COMPANY shall continue to pay royalties accruing to the ARC until such time as this Agreement is terminated by either party, even if the Arab Republic of Egypt Government elects not to enforce the Licensed PVPC or Licensed Breeder's Rights against infringers.

Article IX – Markings and Non-use of Names

- 9.1 SEED COMPANY, and its sublicensees and Contract Growers, shall mark packages containing, or invoices for, Licensed Product with the applicable Licensed PVPC number.
- 9.2 SEED COMPANY shall include, with information provided about the Licensed Variety in its catalogs, advertising and/or other commercial documents, a notice that the Licensed Variety is protected under the applicable Licensed PVPC number.
- 9.3 SEED COMPANY shall not use the name of the Egyptian Government, the name of any department or institute of the ARC, the name of any ARC employee, or any adaptation of the above in any promotional activity without prior written approval from ARC.

Article X – Representations and Warranties

- 10.1 ARC represents and warrants that the Arab Republic of Egypt as represented by the ARC owns the Licensed Variety and that ARC has the authority to issue licenses under the Licensed PVPC and Licensed Breeder's Rights.
- 10.2 ARC does not warrant that the Licensed Variety can be exploited as provided under this Agreement without infringing the intellectual property rights of others. ARC FURTHER MAKES NO WARRANTIES AS TO

THE MERCHANTABILITY OR FITNESS OF THE LICENSED VARIETY OR THE LICENSED PRODUCT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED.

Article XI - Notices

Written notices and reports required to be given under this Agreement, and submission of license execution and maintenance fees and royalties, shall be mailed by first class mail, postage prepaid and addressed as follows:

If to ARC:

If to SEED COMPANY:

Article XII – Miscellaneous Provisions

- 12.1 This Agreement shall not be transferred or assigned by SEED COMPANY to any party other than to a successor or assignee of the entire business interest of SEED COMPANY relating to the Licensed Variety, but in no event shall SEED COMPANY assign or transfer this Agreement to a party not a citizen or resident of the Arab Republic of Egypt. SEED COMPANY shall notify ARC in writing prior to any transfer or assignment.
- 12.2 The interpretation and application of the provisions of this Agreement shall be governed by the laws of the Arab Republic of Egypt as interpreted and applied by the Federal courts in Cairo, Egypt.
- 12.3 Neither party may waive or release any of its rights or interest in this Agreement except in writing. The failure of a party to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.
- 12.4 The parties shall make every reasonable effort to resolve amicably any dispute concerning a question of fact arising under this Agreement. Any disputes not settled amicably between the parties concerning a question of fact arising under this Agreement shall be decided by the ARC'S Director of the Intellectual Property Protection and Agricultural Commercialization Office (IPTCO) who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to SEED COMPANY. Any decision of the Director of IPTCO, whether it be a question of fact, or to modify or terminate this Agreement, may be appealed to the Director of ARC, whose

decision shall be administratively final and conclusive. This shall not preclude SEED COMPANY from taking additional legal action once all administrative avenues have been exhausted. Pending final decision of a dispute hereunder, SEED COMPANY shall proceed diligently with the performance of its obligations under this Agreement.

- 12.5 Nothing relating to the granting of this license, nor the grant itself, shall be construed to confer upon SEED COMPANY or its sublicensees or Contract Growers any immunity from or defenses under any antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to this license shall not be immunized from the operation of Federal law by reason of the source of the grant.
- 12.6 The provisions of this Agreement are severable, and the illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate any other provisions of this Agreement.
- 12.7 This Agreement constitutes the entire agreement and understanding between the parties, and neither party shall be obligated by any condition, promise or representation other than those expressly stated herein or as may be subsequently agreed to by the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The Effective Date of this Agreement is _____, 20____.

**AGRICULTURAL RESEARCH
CENTER**

SEED COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Non-Exclusive Copyright License

[Date]

[Addressee]

Dear [Addressee]:

The Agricultural Research Center hereby grants you permission to copy, sell and distribute [or describe precisely the rights to be granted to ORGANIZATION] copies of _____ [describe precisely any identifying details of the works to be licensed, including, as appropriate, titles, authors, where and when previously published, etc.] and to incorporate the copyright work, in whole or in part, into derivative works for sale and distribution _____ [describe any market limitations such as language, geography]. The Agricultural Research Center retains all other rights in the copyright work, including without limitation, the right to copy and distribute the work _____ [include here agreed upon limitations to reserved rights, if any, such as the right to distribute only in certain markets or under certain circumstances.]

Sincerely,

[Authorized officer]

Agricultural Research Center

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office
(IPTCO)**

Non-Exclusive Copyright License

This Agreement (the "Agreement") is made by and between the Agricultural Research Center and its _____ Institute, with an office at 9 Cairo University Street, Agricultural Research Center, Giza, Egypt (hereinafter "ARC"), and _____, with an office at _____ (hereinafter "ORGANIZATION").

RECITALS

WHEREAS, ORGANIZATION is [describe organization], engaged in [describe activities that are relevant to the desire to license ARC'S copyrighted material],

WHEREAS, ARC owns the copyright to certain materials relating to [describe activity] and is willing to allow ORGANIZATION to copy and utilize such materials under the terms herein set forth,

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the ARC and ORGANIZATION agree as follows:

1. ARC hereby grants ORGANIZATION a non-exclusive right to copy certain materials described in Attachment A (the "Material"), in whole or in part, and to incorporate the Material, in whole or in part, into other works (the "Derivative Works") for ORGANIZATION'S internal use only.
2. All right, title and interest in the Material, including without limitation, any copyright, shall remain with ARC.
3. ARC shall own the copyright in the Derivative Works.
4. This Agreement may be terminated by the written agreement of both parties. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
5. Attachment A is incorporated herein and made a part hereof for all purposes.

6. This Agreement constitutes the entire and only agreement between the parties and all other prior negotiations, agreements, representations and understandings are superseded hereby.
7. This Agreement shall be construed and enforced in accordance with the laws of the Arab Republic of Egypt.
8. This Agreement shall be effective as of (the "Effective Date") _____, 20__.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

AGRICULTURAL RESEARCH CENTER

Full Name of ORGANIZATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agricultural Research Center
Intellectual Property Protection and Agricultural Technology Commercialization
Office

Exclusive Copyright License

This Agreement (the "Agreement") is made by and between the Agricultural Research Center and its _____ Institute, with an office at 9 Cairo University Street, Agricultural Research Center, Giza, Egypt (hereinafter "ARC"), and _____, with an office at _____ (hereinafter "ORGANIZATION").

RECITALS

WHEREAS, ARC owns the copyright, title, trademarks and all other related rights in and to the work entitled " _____ " (hereinafter "Material"),

WHEREAS, ORGANIZATION is engaged in the development of interactive multimedia titles,

WHEREAS, ORGANIZATION desires to obtain the rights to incorporate portions of the Material into one (1) new interactive multimedia work (hereinafter "Work"),

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

Article I - Rights Granted

- 1.1 ARC hereby grants to ORGANIZATION, its successors and assigns, an exclusive right, license and privilege worldwide (the "Territory") to:
- (a) incorporate the Materials into the Work and reproduce, distribute, import and sell the Work on CD-ROM for the following platforms throughout the Territory; [itemize platforms]
 - (b) utilize the phrase "incorporating excerpts from (the Material)" on or in connection with the packaging, advertising, publicizing, marketing and distribution of the Work; and
 - (c) publicly perform and authorize others to perform the Work (and those portions of the Material incorporated therein) in connection

with the advertising, publicizing, marketing, distribution and use of the Work.

Article II - ARC'S Rights and Obligations

- 2.1. ARC warrants and represents that it owns all rights, title and interest in and to the Material.
- 2.2. ARC reserves unto itself all rights of every kind and nature except those specifically granted to ORGANIZATION herein; provided that ARC shall not grant any rights to use the Material or any portion thereof in any other interactive multimedia work without ORGANIZATION'S written consent, unless ORGANIZATION fails to release Work to the public on or before _____, 20 ____.

Article III - ORGANIZATION'S Rights and Obligations

- 3.1. ORGANIZATION shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work.
- 3.2. ORGANIZATION shall be the sole owner of the Work and all proprietary rights in and to the Work; except, such ownership shall not include ownership of the copyright in and to the Material or any other rights to the Material not specifically granted in Section 1 above.

Article IV - Payments

- 4.1. For the rights granted by ARC herein, ORGANIZATION shall pay to ARC a royalty calculated as follows:
 - (a) _____ Egyptian Pounds per unit on the first _____ units of the Work sold by ORGANIZATION.
 - (b) _____ Egyptian Pounds per unit on the next _____ units of the Work sold by ORGANIZATION.
 - (c) _____ Egyptian Pounds per unit on all sales of the Work over _____ units.

These royalties are based upon a suggested retail price for the Work of _____ Egyptian Pounds and will be adjusted up or down on a pro rata basis should the suggested retail price of the Work change. However, under no circumstances shall royalties to ARC be less than _____ Egyptian Pounds per unit.

- 4.2. ORGANIZATION shall pay to ARC _____ Egyptian Pounds on the signing of this agreement as a non-refundable advance against the royalties set forth in Section 4.a above.
- 4.3. ORGANIZATION shall render to ARC on a quarterly basis, within forty-five (45) days after the end of each calendar quarter during which the Work is sold, a written statement of the royalties due to ARC with respect to such Work. Such statement shall be accompanied by a remittance of the amount shown to be due. ARC shall have the right, upon reasonable request, to review those records of ORGANIZATION necessary to verify the royalties paid. Any such audit will be conducted at ARC'S expense and at such times and in such a manner as to not unreasonably interfere with ORGANIZATION'S normal operations. If a deficiency is shown by such audit, ORGANIZATION shall immediately pay that deficiency.

Article V - Warranty and Indemnification

- 5.1. ARC warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; that it has not previously licensed the interactive multimedia rights to the Material to any third party.
- 5.2. ORGANIZATION shall indemnify and hold harmless ARC, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the Work infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by ARC of Article V.1 above.

Article VI – Term and Termination

- 6.1. The term of this Agreement shall be fifteen (15) years from the date of execution by both parties, unless terminated earlier pursuant to this section.
- 6.2. This Agreement shall be subject to termination at the election of ARC, in the event that ORGANIZATION fails to begin distributing Work within one (1) year of the Effective Date, by written notice given by ARC to ORGANIZATION within thirty (30) days of the running of that one (1) year period.
- 6.3. This Agreement shall be subject to termination at the election of ARC, by written notice to ORGANIZATION, where there has been a default in the due observance or performance of any material covenant, condition or

agreement herein by ORGANIZATION, and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to ARC.

- 6.4. This Agreement shall be subject to termination at the election of ORGANIZATION, by written notice to ARC, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by ARC and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to ORGANIZATION.
- 6.5. Upon termination or expiration of this Agreement, ORGANIZATION shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Notwithstanding the foregoing, ORGANIZATION shall have the right to fill existing orders and to sell off existing copies of the Work then in stock, provided that the sell-off period shall not exceed six (6) months from the date of termination. ARC shall have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to ORGANIZATION.
- 6.6. Termination or expiration of this Agreement shall not extinguish any of ORGANIZATION'S or ARC'S obligations under this Agreement (including, but not limited to, the obligation to pay royalties) which by their terms continue after the date of termination or expiration.

Article VII - Miscellaneous

7.1. **Successors/Assigns:**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

7.2. **Entire Agreement:**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

7.3. **Governing Law:**

This Agreement shall be governed by the laws of the Arabic Republic of Egypt.

7.4. **Notice:**

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent via certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

This Agreement shall be effective as of (the "Effective Date") _____, 20__.

AGRICULTURAL RESEARCH CENTER

By: _____

Name: _____

Title: _____

[Full Name of ORGANIZATION]

By: _____

Name: _____

Title: _____

**Agricultural Research Center
Intellectual Property and Technology Commercialization Office**

Patentability Checklist

As the review of the disclosure continues, three main areas must be considered: the technology itself, its patentability and its marketability. Below are a number of points for each area to consider prior to approving a technology for patenting.

Technology

What are present competing technologies or alternatives?

Are there other technologies that might compete with this in the near future?

Can the technology be reverse engineered without infringing?

How does this technology differ from current technology (e.g., key benefits, economic advantages (cost / time saved)? Is it not only different, but better? In what way or ways is it better? How much better is it? What does it replace?

Whom does this technology benefit?

How sure are you that this technology will work for the purpose intended (feasibility)? Does it have single use or multiple fields of use?

How mature is the technology? How long would it take to have this in production, or reduce it to practice and/or to develop a model/prototype?

Is the field moving so quickly that by the time patent issues the technology will be obsolete?

Who sponsored the research that led to this technology and what are their interests and ties to the technology?

Is the sponsor a potential licensee? Will the sponsor reimburse patent costs and has it approved proceeding with an application?

Patenting

Is this technology so early that any patents obtained will expire before products come to market?

Has another technical person corroborated the results of this research?

Are there any additional manuscripts, publications, papers or presentations covering the

technology, which could be used or could result in a patent bar?

How will the prior work by others ("prior art") affect the patenting and/or marketing of the technology?

Would one-of-ordinary skill in the art view this technology as obvious?

Would foreign patent protection be important?

Marketing

What is the present/ future value of the technology in today's market? Why?

Do any barriers (e.g., regulatory, scale-up, level of skill, retooling) exist that would adversely affect a licensee getting this technology into the marketplace?

What/Where is the market?

What need (major/minor) in the market might this fill?

How big is the market (e.g., how many would buy the technology product - a few academic astrophysicists or the general public)? How many major competitors exist? Who controls the market now? What market share is possible? How would one attain that market share?

Is anyone investing in that market? Is the market growing or is it a dying field or an unprofitable one or one that is otherwise out of fashion? Is this market need recognized now or will it have to be developed through advertising and other awareness campaigns?

What is the potential number of technology products sold annually? What is the potential percentage of the market this technology can capture? What is the potential profit?

Can you provide a list of companies in the marketplace who would be potential licensees of the technology and contact persons at these companies?

Are there any additional manuscripts, publications, papers or presentations covering the technology that could be used in marketing the technology?

Guidelines For

Policy and Procedures for the Release of Crop Varieties

Developed by the ARC

Purpose

In view of the fact that the development of improved crop varieties is one of the most important outcomes of public investment in agricultural research, their orderly adoption by farmers in the areas to which they are adapted will be of great benefit to the agricultural economy and to the welfare of the society at large. Decisions on how and when new crop varieties are released for seed multiplication and distribution to farmers have a great influence on the rate and extent to which they are adopted and put into production. The purpose of these guidelines is to provide policy and procedural framework for the release of crop varieties developed by the ARC so as to ensure that they contribute positively to the attainment of the agricultural sector goals through expanding the use of those varieties.

1. Definitions

The following terms / phrases shall have these meanings:

1.1 Public Variety Release

- For open - pollinated varieties (hybrid), it means the release of foundation seeds on an annual basis.
- For self – pollinated varieties, it means the release of the registered seeds, and in case MALR is willing to release foundation seeds of certain varieties, this procedure must be based on a recommendation by the competent committee for submission to H.E. the Deputy Premier together with acceptable justifications to decide what he deems appropriate.

1.2 Variety Release Procedure

A term that can have one or more of the following meanings, depending on the context in which it is used: the type of release; the terms and conditions relating to the release; the rules and administrative procedures used in releasing a new variety developed by the ARC.

1.3 Qualified Seed Producer

A natural person or corporate body that is licensed by MALR for seed production, in accordance with the Ministerial Decree No. 38 of 1997, Article (4) and any subsequent amendments thereto.

2. Variety Release Policy and Principles

2.1 Registered and Released Varieties

The type and conditions for varieties released prior to the date of issuance of these policies and principles shall remain in effect, so as to honor contracts or obligations granted by MALR to others.

2.2 New Registered Varieties

New varieties of all crops shall be released in accordance with the policy and principles stipulated in these guidelines and with the administrative procedures established by the competent authority defined in section 2.3.

2.3 Responsibility for the Release of Publicly-developed varieties

The director of the Agricultural Research Center shall assume the responsibility of implementing these policies and shall, to this effect, issue such administrative directives that ensure full implementation thereof through a Variety Release Advisory Committee (VRAC) to be established by a decree of the Minister of Agriculture.

2.3.1 Constitution of the VRAC

The VRAC shall consist of (9) members. The director of the ARC shall chair this committee ex-officio. The VRAC shall have (3) members from the ARC and (3) members from the private seed-producing sector, including ESAS, one member from the CASP, one member from CASC and one member from the Egyptian Association of Plant Breeders. Except for the Chairman of the VRAC, the term of office for all members shall be two years. The Chairman shall appoint a secretary to keep records of the Committee and perform secretarial work.

2.3.2. Duties of the VRAC

- a. Recommending for approval by the Minister of Agriculture specific variety release procedures (2.5) and the terms and conditions for completion of variety release (2.9).
- b. Tendering the varieties recommended for release (2.8).
- c. Evaluating submitted proposals, selecting the best offer (2.9.2) and raising the final result to the Minister of Agriculture for approval.
- d. Following-up with negotiations on the variety release contract and the signature thereof (2.4.2).
- e. Monitoring the implementation of the on-going variety release contracts (2.10).

Whenever need arises, the VRAC may invite some experts to attend its meetings without having a countable vote and also to deliberate on variety release options before finalization of variety registration.

2.4 Variety Release Options

The VRAC shall recommend one of the two variety release options, detailed hereinunder, for each variety submitted to it for action. In some exceptional circumstances and with adequate justification, the Committee may recommend a procedure different from the following two options:

2.4.1. General Release of the Variety

In a general release, the variety shall be made available to all qualified seed producers, within the conditions and terms stipulated in (2.9.1)

2.4.2. Exclusive Release of the Variety

In an exclusive release, the variety shall be made available for commercial production of the variety seeds to only one qualified producer (1.3). Selection, in such a case, shall be based on an objective evaluation by the VRAC of the submitted proposals following advertisement in the newspapers. A "Plant Variety Release Contract", signed between the ARC, or the concerned Research Institute, and the winning bidder shall include, inter alia, the conditions of exclusive access to the variety, the duration thereof and the other technical and commercial terms of release (such as price, down payment and royalties).

2.5 Selection of a Variety Release Procedure

The governing principle in the decision on the conditions of a variety release is the public interest and welfare of the society, including producers and consumers of the produce of the variety.

As a rule of the thumb, all hybrid varieties are preferably to be released on an exclusive basis (2.4.2) in appreciation of the high technology required for their production, and the need to develop private marketing networks (including advertisement and extension services), and the need to specify clear accountability for quality maintenance and encourage competition among qualified seed producers to adopt such varieties. As for non-hybrid varieties of self-pollinated or open-pollinated crops, they may be released on a general or an exclusive basis, according to the following considerations:

- If the number of varieties is relatively small and / or if the variety in question is superior to those presently in use in a major characteristics (e.g. productivity, resistance to diseases or adaptability), general release is recommended (2.4.1).
- If the varieties being considered for release are large in number and / or close in their characteristics, exclusive release is recommended.

2.6 Control and Maintenance of Public Varieties

The ARC shall, through its research institutes and programs, retain its right to maintain the varieties and breeding lines it has produced. CASC shall assume the

responsibility of control on the production of the foundation seed and the registered and certified seeds according to the rules decided by the Center.

2.7 Sale Price and Royalty

The VRAC shall set the foundation or registered seed price, taking into account production costs and the sale price of the certified seeds. A reasonable royalty is then added to the set price (the breeder's right) so as to enhance the breeding activities and variety improvement; and to encourage breeders to develop new varieties. Prices and royalties may be re-evaluated from time to time.

2.8 Announcing the Intention to Release a Variety

Having secured an approval for a variety release procedure, a public announcement shall be made by the VRAC, stating that the foundation or registered seeds of a given variety are readily available for commercial seed production. The advertisement shall contain a general description of the variety, its advantages over the crop varieties in present use, area or areas of adaptability (and subsequently of first priority in growing the variety) and the adopted variety release procedure (general or exclusive). The following points shall be observed in each case:

2.8.1 General Release

The announcement should specify the time and mode of applying for the foundation or registered seeds, the price of the seeds and the schedule of royalties.

2.8.2 Exclusive Release

The announcement shall direct the qualified seed producers (1.3) to contact the VRAC for detailed information on how to apply, and the sale price and royalties referred to in (2.9.1) and (2.9.2)

2.9 Conditions and Procedures for Deciding on Variety Release

Generally, all procedures of variety releases must be public, transparent and equitable to all qualified parties. Following are the conditions for general and exclusive variety release:

2.9.1 General Release Procedures

Foundation and / or registered seeds shall be made available to all qualified seed producers in quantities available, taking into consideration the producer's prequalification, professional history and performance in producing seeds of the crop to which the variety belongs. After the initial distribution, seeds (foundation or registered) will be made available based on requests by the qualified seed producers for specific quantities of the foundation or registered seeds, well before the seed production season, stating their production targets for each generation, the number of multiplication generations, production conditions, and geographical distribution of the variety according to its adaptability. Contracts (Variety Release Agreements) shall specify the sale price, royalties and other conditions and procedures. Any violation of

the contractual conditions, especially the specified number of multiplication generations, is a contravention that makes the contractee liable to penalties stipulated in (2.10) of this present document, as well as probable rejection by MALR's Seed Certification Agency of his seed production.

2.9.2 Conditions, Procedures and Evaluation of Exclusive Release Proposals

A. Eligibility

A producer holding an exclusive right to a variety shall not be eligible to compete in the newly advertised varieties of the same crop during the initial 5-year award period. However, a holder of an exclusive right to one category of hybrids is eligible to apply for an exclusive access to the other categories of the same crop (e.g. single, double and 3-way crosses). This limiting condition will be abrogated when the number of varieties within the same category eventually increases.

B. Terms

- The period of exclusive release shall be 10 years, retaining the right to renewal for another 10-year period; provided that the original holder's performance was satisfactory and that he is interested in retaining the exclusive access to the variety.
- The schedule of royalties and the method of calculation shall be explicitly stated.
- A minimum quantity of the commercial seed to be produced shall be specified.

C. Information Required from the Applicant (Criteria for Evaluation)

1. Prequalifications in seed production and marketing; reputation, capabilities, production and processing locations, capacities owned or leased and the areas where the applicant markets his seed production (see 2.4.& 2.9.1.a)
2. Specific experiences and capabilities of the applicant in producing, processing and marketing of seeds of the crop to which the advertised variety belongs.
3. Promotional and customer service activities carried out by the applicant as part of his marketing program.
4. Production, marketing and promotion program the applicant proposes if he is to be awarded an exclusive right to the variety.
5. General pricing policy including the usual price for certified seeds of the crop to which the variety belongs as a multiplier or a percentage of the commodity price of equivalent grain.
6. The producer's performance in recent years as evidenced by documented data from CASC and the National Campaign records.

2.9.3 Evaluation of Bids / Proposals

Any VRAC member applying for an exclusive release right to a variety must be excluded from the process of evaluating that particular variety so as to avoid any conflict of interests.

Information and data required from the bidders and the competent administrative agency (stipulated in 2.9.2.c above) are the only criteria for selecting the best offer to be recommended for the award of an exclusive release right to the variety.

Each VRAC-member shall give independent ranks for each of the six criteria stipulated in (2.9.2.c) on a scale from 1 to 9, with (1) as the lowest rank and (9) as the highest rank for each proposal (bid) submitted to the Committee. The average of the sum of those rankings shall be determined to specify the highest ranking (winning) bid. In case two or more bids are equal in rankings, having completed all the other requirements and conditions, the recommended bid shall be selected through agreement between or among the applicants involved.

2.10 Review of Performance of the Holders of Exclusive Releases

Performance of the holders of exclusive releases shall be reviewed on an annual basis to determine the level of compliance with the terms and specifications stipulated in the agreement contract. The observed deficiencies shall be notified to the holder of the exclusive release in question. If such deficiencies or contravention are not corrected, this would constitute a sufficient cause for imposing relative penalties including rescinding the agreement and re-bidding the variety.

3. Administrative Procedures

Through the VRAC, the Agricultural Research Center shall, as necessary formulate and publish additional procedures that must conform with the policies, principles and procedures stipulated in these guidelines for their orderly and efficient implementation.