

SPONSORED RESEARCH AGREEMENT FOR LICENSING OF FUTURE INTELLECTUAL PROPERTY

This Agreement is entered into as of this [xxx] day of [xxx], 20[xxx] (the “Effective Date”), by and between [xxx], a [institution of higher education/research organization] organized under the laws of [xxx], having a place of business in [xxx] (“**Recipient**”) and [Organisation 2], a Swiss incorporated entity, acting as a service provider for [Organisation 1] (a decentralized autonomous organization) to facilitate banking and legal transactions, having a place of business at [Address] (“**Sponsor**”). Recipient and Sponsor shall be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, Sponsor is interested in the performance of a research program with Recipient relating to [xxx]. Sponsor is willing to provide funds for the Research program in exchange for the rights set out in this Agreement below.

The Parties hereby agree as follows:

1. Definitions

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

“**Affiliate**” shall mean any company or other legal entity where Sponsor owns or controls, directly or indirectly, shares or units that represents the majority of the votes or is entitled to elect or remove a majority of the members of the board of directors and that are therefore subsidiaries.

“**Background**” shall mean any pre-existing Intellectual Property that is used in performing the Research, whether introduced by Recipient or the Sponsor.

“**Field of Use**” shall mean any and all fields.

“**Licensed Rights**” shall mean any Research Results that arise from or is based on the performance of the research related to [Research description], as developed under the research plan in **Appendix A** attached hereto.

“**Net Recipient Receipts**” shall mean Recipient Receipts less Recipient Expenses.

“**Net Sales**” shall mean mean the gross amount of Sponsor’s and Affiliates sales and sales from Sponsor’s customers to end users under section 4.4 from the Products in a calendar year, after deduction of allowances for defective returned Products, sales taxes and duties.

“**Patent**” shall mean the patent application(s) filed based on the Research Results made by a member of the Principal Investigator’s lab well as all existing and future filings based thereon, as well as all patent applications, issued patents, and future patents issued from any such patent applications; divisionals, continuations and continuations-in-part, extensions, reissues, re-examinations, post grant reviews, confirmations, renewals, supplemental protection certificates based on any patent or patent application or arising out of same and filed in the Territory.

“Principal Investigator” shall mean [xxx], or such other principal investigator who may replace [xxx] pursuant to Section 2.2.

“Products” shall be defined as any [xxx] that is developed based on the Research Results made by a member of the Principal Investigator’s lab for [xxx], produced and commercialized by Sponsor under the Licensed Rights.

“Recipient Expenses” shall mean, to the extent not otherwise reimbursed, all out-of-pocket expenses and reasonable professional fees, including legal fees, patent agent fees and fees paid to other experts, incurred by Recipient in connection with: (a) the filing, prosecution, maintenance or enforcement of any patent application or patent covering or included in the Research Results; or (b) the preparation, negotiation, execution and/or enforcement of the Recipient Commercialization Agreement.

“Recipient Receipts” shall mean all consideration actually received by Recipient in connection with the commercialization of the Research Results by Recipient to a third party (“Recipient Commercialization”); provided that “Recipient Receipts” shall not include payments specifically paid for the conduct of identified Research activities relating to Research Results (including customary overhead) and in accordance with detailed budgets and research workplans.

“Research” shall mean the Research actually conducted during the Research Period by the Recipient Team under the terms of this Agreement in accordance with the research plan described in Appendix A attached hereto.

“Research Period” shall mean a period of [xxx] months commencing on the payment of the first installment of Research funding by Sponsor in accordance with Section 3.1 below.

“Research Results” shall mean any and all intellectual property, inventions, conceptions, reductions to practice, compositions, materials, methods, processes, know-how, data, information, formulae, records, results, studies and analyses, discovered or acquired by members of the Recipient Team in the performance of the Research.

“Recipient Team” shall mean employees and affiliates of Recipient contributing to Research during the Research Period.

“Territory” shall mean the world.

2. Performance of Research

- 2.1. Performance of Research. Recipient shall use reasonable efforts to perform the Research; however, Recipient makes no warranties that the Research will achieve any particular results.
- 2.2. Principal Investigator. The Research will be directed and supervised by the Principal Investigator, who shall have primary responsibility for the performance of the Research. If [xxx] ceases to serve as Principal Investigator for any reason, Recipient will promptly notify Sponsor, and Recipient shall use good faith efforts to identify, from among the scientists at Recipient, a scientist

or scientists acceptable to Sponsor within 60 (sixty) days after such notice. If a suitable replacement for the Principal Investigator cannot be identified within the 60 (sixty)-day period, Sponsor shall have right to terminate this Agreement as provided in Section 7.2. With the exception of the foregoing right to terminate, Sponsor shall have no right or claim against Recipient in the event that [xxx] leaves or otherwise terminates his involvement in the Research and Recipient and Sponsor are unable to identify a mutually acceptable substitute as provided in this Section.

2.3. Deliverables. Recipient shall provide Sponsor with the deliverables set forth in the Research plan.

2.4. Reports. For projects of 6 (six) months duration or longer, Principal Investigator will provide Sponsor quarterly progress reports, which may be in either oral or written form, or a combination thereof, depending on the nature of the information conveyed. If requested by Sponsor, Principal Investigator will confirm within a reasonable period of time any oral progress reports with follow-up summary written reports. Principal Investigator will provide Sponsor a final written report within 60 (sixty) days after the conclusion of the Research (or such other time period specified in the research plan) describing the methods used and results obtained together with any other pertinent findings from the Research.

2.5. Contacts. Recipient's contact person with respect to issues concerning the Research shall be [xxx], email: [xxx], tel: [xxx]. Sponsor's contact person with respect to issues concerning the Research shall be [xxx], email: [xxx], tel: [xxx].

3. Funding of Research

3.1. Payments. Sponsor shall fund the Research in the amount of 250'000 USD (two hundred fifty thousand US Dollars), plus value added tax to the extent required by applicable law to be paid as follows:

- [xxx]% of such amount on the Effective Date.
- [xxx]% of such amount subsequent to achievement of milestone [xxx].

3.2. Payment Terms. For the avoidance of doubt, all payments payable to Recipient should be net of any deductions or tax withholding, if applicable, which shall be borne by Sponsor. Recipient shall invoice Sponsor in accordance with the details provided by Sponsor in **Appendix B** and payment for the research shall be made by Sponsor within 30 (thirty) days of the date of Recipient's invoice. If Sponsor issues a purchase order, such purchase order shall be for the total funding amount set forth above. The actual spending of the budget might vary between the different cost items, at the Recipient Team's sole discretion, however the total budget will not be changed.

3.3. Ownership of Equipment. Upon termination or expiration of this Agreement, Recipient shall retain title to all equipment purchased or fabricated by Recipient with funds provided by Sponsor.

4. Use and Exploitation of Intellectual Property

4.1. This agreement does not affect the ownership of any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials that are not Research Results. The right in the Intellectual Property in them will remain the property of the Party that

contributes them to the Research.

- 4.2. Sponsor grants Recipient a royalty-free, non-exclusive, non-sublicensable license to use Sponsor's Background for the purpose of carrying out the Research.
- 4.3. Both Parties agree that all Research Results are owned solely by Recipient.
- 4.4. Grant of License. Subject to payment by Sponsor of the full amount in accordance with Section 3.1, Recipient hereby grants to Sponsor an exclusive license to the Licensed Rights, within the Field of Use, to commercially develop, manufacture, have manufactured, market use and sell Products and any other disposal of Products within the Territory. Nothing in this Agreement shall in any way be construed to limit or constrain Recipient or the Sponsor, or any officer, director, employee of the Recipient or Affiliate, from continuing to engage in research and teaching related to the Licensed Rights (i.e. the technology described in the Licensed Rights) and related or unrelated inventions, discoveries, rights or technology, and to publish the results from such research. This also applies to research with third parties, as long as such research is not in breach with this Agreement.
- 4.5. Sublicensing. Sponsor shall have the rights to unlimited sublicenses, as its sole discretion, to any 3rd parties. This licensee shall be contracted to pay Recipient the same royalties and carry the same obligations as Sponsor. Any sublicense agreement shall contain provisions securing that the grant of sublicense does not extend beyond the Licensed Rights under this Agreement.

The sublicense shall comply with the following provisions:

- 4.4.1. The sublicense shall include obligations on the sub-licensee which are equivalent to the obligations set out in this Agreement, hereunder but not limited to;
- 4.4.2. the sublicense shall terminate automatically on the termination of this Agreement for any reason; and
- 4.4.3. the Sponsor shall be responsible for any breach of the sub-license by the sub-licensee, as if the breach had been that of the Sponsor under this Agreement, and
- 4.4.4. the Sponsor shall indemnify Recipient against any loss, damages, costs, claims, or expenses which are awarded against or suffered by the Recipient as a result of any such breach by the sub-licensee.

A copy of the signed sub-license agreement shall be forwarded to Recipient immediately after signing.

- 4.6. If the grant of a license of any of Recipient's Background is necessary in order for Sponsor to exploit any Results, then Recipient may, on request, consent to grant a non-exclusive license to Sponsor to the extent necessary, and on agreement of a reasonable payment.
- 4.7. Equity: If Sponsor or its sublicensees decides to setup a new company around the Licensed Rights, the Recipient will be granted 3% (three percent) non-diluted founding equity in addition to the

royalties as defined in Section 5.1. Recipient will also receive a Board Observer Seat for a period of 5 (five) years after the company's registration date.

- 4.8. Recipient shall be entitled to a fair and reasonable share of any revenues resulting from Sponsor's commercialization or exploitation of the Research Results as set forth in Section 5.
- 4.9. Should Sponsor not commercialize or exploit the Research Results, or have plans in place to do so, within 5 years after conclusion of the Research as defined in Section 10.1, Recipient shall have the option to terminate the grant of a license of the Research Results to Sponsor as defined in Section 10.3, subject to paying Sponsor a fair and reasonable share of any Net Recipient Receipts according to Section 6 resulting from Recipient's commercialization or exploitation of the Research Results.

5. Payments from Commercialization by Sponsor

5.1. Annual royalty.

5.1.1. Sponsor shall pay to Recipient a royalty of the Net Sales of the Products as follows:

- 2.0% of that portion of annual aggregate Net Sales of licensed Products less than or equal to 500M USD
- 1.5% of that portion of annual aggregate Net Sales of licensed Products from \$500M to \$1B USD
- 1.0% of that portion of annual aggregate Net Sales of licensed Products exceeding \$1B USD

5.1.2. Royalty to third parties. If Sponsor, its Affiliate or sublicensee is required to pay a third party amounts with respect to a licensed Product under agreements for intellectual property rights of such third party, Sponsor will have the right to deduct 50% (fifty percent) of the amounts paid to such third party from the amounts owing to Recipient for such licensed Product; provided that in no event would amount to be paid to Recipient with respect to such licensed Product be so reduced to less than 50% (fifty percent) of the amount that would otherwise be due to Recipient.

The royalty is earned as of the earliest of the date the Products are actually sold or the date an invoice for the Products is sent by Sponsor.

- 5.2. Sublicensing Payments. All royalty payment obligations as set out in this Agreement shall apply equally to any and all sublicense agreements entered into by Sponsor.
- 5.3. Combination Products. If any Products are incorporated into any other product (a "**Combination Product**") supplied by the Sponsor and/or its sublicensees, and the Product is not priced separately from the Combination Product, the Net Sales of such Product shall be deemed to be the fair market value of the Products in the country of sale when sold separately.
- 5.4. Accounting. Sponsor shall calculate royalties (including any payments from sublicenses) accrued and, at the latest on the 31st of January each year, present Recipient with a yearly statement of accounts for the previous year in the form attached as **Appendix C**. Based on this statement

Recipient will send Sponsor an invoice, unless no payment is due.

All payments are exclusive of any taxes, charges and duties that may be imposed in the country of origin, and shall be paid to Recipient to the bank account designated by Recipient. Sponsor shall convert all royalties or other payments stated in currencies other than USD to USD at the spot rate of exchange against USD quoted by the Federal Reserve at the end of business of the last working day of the period the payments are due for.

Sponsor shall pay all invoices no later than 30 (thirty) days after the date of invoice. The balance of any amounts which remain unpaid more than 15 (fifteen) days after they are due to Recipient will accrue interest until paid at the rate of 8% (eight percent) per annum. However, in no event will this interest provision be construed as a grant of permission for any payment delays.

Sponsor shall be responsible for the accounting for and the payment of royalties in respect of sales or other disposals made by its Affiliates, agents and sublicensees.

- 5.5. Audit. Sponsor shall keep books and records sufficient to verify the accuracy and completeness of Sponsor's and eventual sublicensees' accounting. All books and records shall be preserved for a period not less than 10 (ten) years after they are created.

Sponsor shall take all steps necessary so that Recipient may within 30 (thirty) days of its request review and copy all the books and records at the premises of Recipient to verify the accuracy of Sponsor's accounting. The review may be performed by any employee of Recipient as well as by any attorney or registered accountant designated by Recipient.

If a payment deficiency is determined, Sponsor will pay the deficiency outstanding within 30 (thirty) days of receiving written notice, plus interest and compounded interest on outstanding amounts at the rate of 8% (eight percent) per annum. If a payment deficiency in the disfavour of Recipient exceeds 5 % (five percent) of the payments made or more than USD 100,000, whichever occurs first, Sponsor shall pay Recipient's expenses incurred with respect to the audit and collection of outstanding payments, in addition to paying the outstanding payments.

6. Allocation of Receipts from Commercialization by Recipient

- 6.1. Commercialization. The Parties and [Organisation 1] shall cooperate in all ways necessary to procure the commercial exploitation of the Research Results by Recipient or third parties. Sponsor and/or [Organisation 1] may notify Recipient of any licensing opportunity for the Research Results.

- 6.2. Allocation of Receipts. In consideration of the Sponsor's funding of the Research hereunder, Recipient shall pay Sponsor a total of [xxx]% of Net Recipient Receipts and on sublicense, option and assignment fees received by Recipient from its sublicensees/assignees up to a maximum amount of [xxx]% of the total amount of Research funding actually received by Recipient from Sponsor hereunder.

- 6.3. Non-Cash Consideration. In respect of any Recipient Receipts in non-cash form received by Recipient, Recipient reserves the right to notify the Sponsor in writing that it does not wish to distribute the applicable percentage share of such Recipient Receipts in kind, in which case Recipient shall be entitled to continue to hold and maintain the entirety of such non-cash Recipient Receipts at its sole discretion and shall pay the Sponsor its applicable percentage share of any cash consideration arising from such non-cash Recipient Receipts if and when such cash consideration is actually received by Recipient (such as in the event of sale of the non-cash consideration or

receipt of any dividend or other amount in respect thereof).

- 6.4. Bundling. If the Research Results are licensed in addition to other intellectual property rights, then the proportion of Net Recipient Receipts to be paid to Sponsor shall be determined by the Parties in good faith. If the Parties cannot reach an agreed after engaging in good-faith negotiation for 60 (sixty) days, then the matter shall be finally determined by a third-party IP valuation appraiser, investment banker or similar professional advisor mutually acceptable by both Parties. The Parties shall split all cost and fees of such professional advisor equally.
- 6.5. Payment Terms. Recipient will pay to Sponsor any and all consideration due under Section 6.2 above no later than 30 (thirty) days after the conclusion of each calendar quarter in which Net Recipient Receipts was received by Recipient. Each payment due to Sponsor under this Agreement shall be paid by wire transfer of funds to Sponsor's bank account, the details of which it shall provide to Recipient in writing. To the extent income tax laws require that income taxes be withheld from any amounts or consideration due to Sponsor under this Agreement, Recipient may deduct these taxes from the remittable amount and pay the taxes to the proper taxing authority.

7. Patent Application, Prosecution and Maintenance

Sponsor shall have the right to prosecute, file and maintain the Patent from the Effective Date, in order to obtain and maintain registration at least in the US and at least 5-6 major European countries member of European Patent Organization (EPO), and to apply for Patent term extension when possible.

Sponsor shall cover all future patent costs in relation to the Patent, including without limitation, costs and attorney fees related to the filing including priority filing(s), prosecution, maintenance, and defense against any possible oppositions, re-examinations or invalidity proceedings, provided that such costs are or will become due after the Effective Date.

Sponsor shall, and shall require its Affiliates and Sublicensees, to mark Products sold by it hereunder (in a reasonable manner consistent with industry custom and practice) with appropriate patent numbers or indicia to the extent permitted by applicable law, in those countries in which such markings or such notices impact recoveries of damages or equitable remedies available with respect to infringements of patents.

8. Infringements

- 8.1. Infringement of Licensed Rights. Each Party shall inform the other Party promptly if it becomes aware of any infringement or potential infringement of the Licensed Rights. Recipient shall decide whether any actions shall be taken by Recipient in order to defend the Licensed Rights against such infringements. If Recipient does not, within 30 (thirty) days from it became aware of the infringement, take any legal steps in order to defend the Licensed Rights, Sponsor may at its own expense defend the Licensed Rights. Any damages (exclusive reasonable legal fees) resulting from such legal actions by Sponsor shall be included in Net Sales.
- 8.2. Infringement of third party rights. If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a Party, alleging infringement of third party rights in the manufacture, use or sale of any Products or use of the Licensed Rights, that Party shall promptly provide full details to the other Party. The Parties shall in good faith discuss how to solve this situation. In the event the Parties are unable to decide on which steps to be taken, Sponsor shall have the final word on how such alleged infringements shall be responded to.

9. Confidential Information

- 9.1. Confidential Information. “Confidential Information” shall mean all information (including but not limited to information about any element of the Research Results) designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential which is disclosed by or on behalf of Recipient, or any of its employees or affiliates, to Sponsor hereunder, except to the extent that such information, as demonstrated by Sponsor with written evidence: (a) was known to Sponsor at the time of disclosure, other than by virtue of a prior confidential disclosure to Sponsor by Recipient, or any of its employees or affiliates; (b) as of the date of disclosure was or is in, or subsequently entered or enters, the public domain, other than by a fault or omission of Sponsor; (c) as of the date of disclosure or thereafter was or is obtained from a third party free from any obligation of confidentiality to Recipient; or (d) as of the date of disclosure or thereafter was or is independently developed by Sponsor without the use of or reference to Confidential Information.
- 9.2. Restrictions. Sponsor agrees that, without the prior written consent of Recipient in each case, during the term of this Agreement, and for seven (7) years thereafter, it will keep confidential, and not disclose or use Confidential Information received pursuant to or in connection with this Agreement. Sponsor shall treat such Confidential Information with the same degree of confidentiality as it keeps its own Confidential Information, but in all events no less than a reasonable degree of confidentiality. Sponsor may disclose the Confidential Information only to employees and consultants of Sponsor who are legally bound by agreements which impose confidentiality and non-use obligations comparable to those set forth in this Agreement.
- 9.3. Recipient’s Publication Rights. The Principal Investigator and other members of the Principal Investigator’s teams shall have the right to publish the Research Results in scientific publications or to present such results at scientific symposia, provided that the following procedure is followed:
- 9.3.1. No later than 30 (thirty) days prior to submission for publication of any scientific articles, abstracts or papers concerning the Research Results and prior to the presentation of the same at any scientific symposia, the Principal Investigator shall send Sponsor a written copy of the material to be so submitted or presented, and shall allow Sponsor to review such submission to determine whether the publication or presentation contains subject matter for which patent protection should be sought.
- 9.3.2. Sponsor shall provide its written comments with respect to such publication or presentation within 30 (thirty) days following its receipt of such written material. If Sponsor does not provide written comments within the 30 (thirty) days set forth above, it shall be deemed to have approved such proposed publication or presentation.
- 9.3.3. If Sponsor, in its written comments, identifies material for which patent protection should be sought, then the Principal Investigator shall delay the publication of such publication or presentation, so that it is no earlier than 60 (sixty) days from the receipt of such written comments, in order to enable the filing of patent applications.
- 9.3.4. After compliance with the foregoing procedures with respect to an academic, scientific or medical publication and/or public presentation, the Principal Investigator shall not have to

resubmit any such information for re-approval should it be republished or publicly disclosed in another form.

10. Term and Termination

- 10.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect, unless earlier terminated in accordance with the provisions of this Agreement, until the conclusion of the Research (i.e., delivery of final report in respect of the Research to Sponsor).
- 10.2. Loss of Principal Investigator. If the Principal Investigator leaves Recipient or otherwise terminates his involvement in the Research, and if Recipient and Sponsor fail to identify a mutually acceptable substitute as provided in Section 2.2, Sponsor may terminate this Agreement upon 30 (thirty) days prior written notice to Recipient.
- 10.3. Termination for Default. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within 30 (thirty) days after receiving written notice thereof, the other Party may terminate this Agreement immediately upon written notice to the Party in breach.
- 10.4. Either Party may terminate this Agreement if (a) the other Party becomes insolvent or unable to pay its debts as and when they become due, or (b) an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (c) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of the other Party's assets or business, or (d) the other Party makes any composition with its creditors, or (e) the other Party ceases to continue its business, or (f) as a result of debt and/or maladministration the other Party takes or suffers any similar or analogous action in any jurisdiction, or (g) the objects of the research shall prove to be impossible or impractical of completion within the price.
- 10.5. If Sponsor stops the payments of selected claims and/or countries of the Patent, Recipient may terminate the Agreement in whole or in part, for the claims and/or countries where Sponsor does not pay for the Patent. In case of partial termination, the Parties will enter into an amendment to this Agreement governing the Territory of the Licensed Rights. Upon the termination of this Agreement, Sponsor will remain obligated to account for royalties and bound by payment obligations up to the date of the termination. Any payments paid before or due by Sponsor before termination shall remain irrevocable.
- 10.6. Force Majeure. Neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

11. Miscellaneous

- 11.1. Changes in the Agreement. The Parties agree that all changes and amendments to this Agreement shall be made in writing and signed by both Parties.

- 11.2. Use of Name and Logo. Recipient may use Sponsor's name and logo to identify Sponsor as a sponsor of the Research, and Sponsor may use Recipient's name and logo and the names and likenesses of the Principal Investigator, in marketing materials shown to external parties. Sponsor will share all such materials with Recipient and the Principal Investigator in advance of publication with reasonable opportunity to comment.
- 11.3. Warranty Disclaimer. Recipient makes no express warranties and disclaims any implied warranties as to any matter relating to this Agreement, including without limitation any warranty as to merchantability, fitness for a particular purpose, or non-infringement of third party rights with respect to the performance or results of the Research or Licensed Rights.
- 11.4. Survival. In case of termination of this Agreement, irrespective of the reason, the clauses that by their nature are meant to survive, shall not be considered terminated and shall be in effect.
- 11.5. Assignment. Sponsor, in its sole discretion, may assign its rights and responsibilities under this Agreement and will immediately notify Recipient in writing of any such assignment and such notice shall include the address and points of contact of the assignor. This Agreement shall remain binding on Recipient and Recipient's respective executors, administrators, successors, representatives, and permitted assigns.
- 11.6. Governing Law and Jurisdiction. This Agreement will be governed by the laws and venue of the defending party.
- 11.7. Notice. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by registered or certified mail, return receipt requested, to the following addresses of the Parties:

If to Recipient:

[xxx]

Attn: [xxx]

If to Sponsor:

[Organisation 2]

[Address]

Attn: Chief Executive Officer

- 11.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.

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

[Recipient]

By: _____

Name: _____

[Organisation 2]

By: _____

Name: _____

Title: _____

Title: _____

Appendix A – Research Plan

Licensee:	[Organisation 2]
Registered Address:	[Address]
Company Registration Number:	[Registration Number]
VAT Number:	[VAT Number]
Research Title and Summary:	[xxx]
Principal Investigator (PI):	[xxx]
Scope of work:	[xxx]
Effective Date:	[xxx]
End Date:	[xxx]
Deliverables:	[xxx]
Location where Research is to be provided:	[xxx]
Price (including 10% overhead):	[xxx]
Payment installments (upon successful completion of milestones):	[xxx]

Appendix B – Sponsor Invoice Details

Address: [Organisation 2]
[Address]

Invoice Contact Name: [Representative]

Telephone Number: [Phone Number]

Email: [Email Address]

Appendix C – Sponsor Reporting Form

1	SRA	
2	Sponsor – legal entity	

3	Name of person who has filled out this form	Name and e-mail
4	Reporting period [dd/mm/year – dd/mm/year]	
5	Has any product based on licensed rights been launched in any market in the reporting period?	yes/no
6	Has Sponsor undertaken active development related to the licensed technology during the reporting period?	yes/no
7	Net Sales of licensed product(s)	Amount
8	Annual royalty according to SRA	Amount
9	Sublicense income received by Sponsor (if applicable) during the reporting period	Amount
10	Sublicense payment due to Recipient according to SRA (if applicable)	Amount

Please fill in form and send at the latest January 31st to: **Email Recipient**