

**CAMBIA Plant Molecular Enabling Technology BIOS License  
Version 1.5  
By Biological Innovation for Open Society (BIOS)**

Alternate Titles: Unknown.  
Specific License Author Information: Unknown.  
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# ***CAMBIA Plant Molecular Enabling Technology BIOS License***

## ***Version 1.5***

### **The CAMBIA "Biological Open Source" (BIOS) License for Plant Enabling Technologies**

Version 1.5

THIS LICENSE AGREEMENT is effective as and from \_\_\_\_\_ (the "Effective Date").

#### **BETWEEN:**

\_\_\_\_\_, organised  
under the laws of

\_\_\_\_\_ and having a principal  
place of business at

\_\_\_\_\_ (hereinafter "BIOS  
LICENSEE" )

- and -

**CAMBIA**, a non-profit corporation organized under the laws of the Commonwealth of Australia in the Australian Capital Territory and having a principal place of business at G301, 2 George Street, Brisbane 4000, Australia ("LICENSOR").

#### **BACKGROUND**

A. It is the intent of the parties that this Agreement promote and conform to CAMBIA's "Biological Innovation for Open Society" (BIOS) Initiative, formulated to extend the metaphor and concepts of open source and a Protected Commons

to innovation in biology; and

B. It is the goal of the BIOS Initiative to ensure common access to the tools of innovation, to promote the development and improvement of these tools, and to make such developments and improvements freely accessible to both academic and commercial parties under substantially similar conditions; and

C. LICENSOR owns or is the licensee of certain Enabling Technologies and associated patents, patent applications, knowhow, data, materials, and business, technical, economical and manufacturing information (the "IP & Technology" ); and

D. BIOS LICENSEE desires and LICENSOR is willing to grant to BIOS LICENSEE the right to use IP & Technology in research, development and commercialization; and

E. The parties contemplate that BIOS Licensees, through evaluation and use of the IP & Technology, may develop improvements, knowledge, data, and/or materials relevant to the general utility of the IP & Technology ("Improvements" and "Technology Data" ) which should be available for use and further improvement to LICENSOR, BIOS LICENSEE and all Other BIOS Licensees; and

F. The parties agree that it is not the intent of this Agreement to restrict any other party to a BIOS License Agreement ("Other BIOS Licensee" ) from commercializing a BIOS Licensed Product, but to preserve the rights of all BIOS Licensees to use said IP & Technology and improvements, knowledge, data, and/or materials relevant to the general utility of the IP & Technology; Therefore, the parties agree as follows:

## **1. Definitions**

**1.1** In this Agreement the singular includes the plural and vice versa and any gender includes any other gender and the neuter.

**1.2 "BiOS Licensed Product"** means any tangible or intangible asset of BIOS LICENSEE (including without limitation any material or method, excluding only that which is defined as an Improvement below), that is

1. generated through use by or for BIOS LICENSEE of the IP & Technology, and
2. intended for commercialization, and
3. has at least one function or property that makes it substantially distinct in function from the IP & Technology which it contains or from which it was derived.

**1.3 "IP & Technology"** means Licensed Patents, Licensed Materials, and Technology Data licensed or sublicensed or provided to BIOS LICENSEE under the terms of this Agreement.

#### **1.4 "Licensed Patents" include "CAMBIA Patents" and "BiOS Licensed Patents" .**

**"CAMBIA Patent"** means patents and patent applications and plant variety rights listed in Annex A, all foreign counterparts thereof, all patent applications that claims priority thereof, all divisionals, continuations (in whole or part) thereof, all patent rights that grants on any of the preceding, and all reexamination or reissue patents of any of the preceding.

**"BiOS Licensed Patents"** means patents and patent applications and plant variety rights made available to CAMBIA under a BiOS License Agreement with the right to sublicense to BiOS LICENSEE, including any patents and patent applications listed in Annex B, all foreign counterparts thereof, all patent applications that claims priority thereof, all divisionals, continuations (in whole or part) thereof, all patent rights that grants on any of the preceding, and all reexamination or reissue patents of any of the preceding.

Annex A and Annex B may be expanded in the case additional IP rights become accessible to CAMBIA and are listed in the relevant BiOS Licensed Patent Inventory, such expansion requiring written approval by BiOS LICENSEE.

**1.5 "Licensed Material"** includes "CAMBIA Material" and "BiOS Licensed Material" transferred from CAMBIA to BiOS LICENSEE under the associated BiOS Technology Support Services Subscription Agreement.

**"CAMBIA Material"** means material necessary to practice the invention described in CAMBIA Patents.

**"BiOS Licensed Material"** means biological materials made available to CAMBIA under a BiOS License Agreement with the right to provide to BiOS LICENSEE, including, without limitation, all material necessary to practice BiOS Licensed Patents.

**1.6 "Improvement"** means any improvement to the IP & Technology made or discovered by or for BiOS LICENSEE or any party to which BiOS LICENSEE has granted a sublicense, comprising, without limitation, methods, compositions, know-how, statistically significant or repeatable observations, or protocols, which

1. consists of an Enabling Technology (as defined in Section 1.7) improving or increasing the effectiveness, efficiency, applicability, or value of the IP & Technology from which it is derived, and

2. but for the terms of this License Agreement cannot be used without infringing a valid claim in an unexpired Licensed Patent,

unless

a. developed without any use of the IP & Technology, or

b. existing as of the Effective Date of this Agreement or any specifically related Agreement, whichever is earlier, or

c. consisting entirely of a confidential formula, pattern,

process, device, information, or compilation of information that is actively maintained as a proprietary trade secret for use in BIOS LICENSEE's business by obligation of confidentiality and by other reasonable efforts of BIOS LICENSEE such as would be defined as suppression or concealment imposing a statutory bar against patenting by the United States Patent Office, or

d. not relevant to the general use of the IP & Technology as an Enabling Technology (as defined in Section 1.7), and relevant or applicable solely for production or use of a BIOS Licensed Product (as defined in Section 1.2).

In addition and notwithstanding the above definitions, BIOS LICENSEE may designate at its sole discretion any other proprietary technology of BIOS LICENSEE, which BIOS LICENSEE contemplates to be suitable in the field of plant molecular biology and is willing to share with Other BIOS Licensees under the conditions of this Agreement, to become an Improvement.

**1.7 "Enabling Technology"** means any technology, material or method which is suitable in the process of generating a transgenic organism such as a plant but which as such is not intended to change the growth or agronomic characteristics of or the nutritional or industrial properties of products harvested from said organism.

Enabling Technologies may include plant transformation and selection methods, methods for homologous recombination, gene expression tools such as methods for gene suppression, and promoters or enhancers that increase the effectiveness, efficiency, applicability, or value of the enabling technologies listed above, etc.

**1.8 "Improvement Patent"** means any patent or plant variety protection application claiming an Improvement and all foreign counterpart thereof, all patent applications that claims priority thereof, all divisionals, continuations (in whole or part) thereof, all patent rights that grants on any of the preceding, and all reexamination or reissue patents of any of the preceding. Improvement Patents shall be listed in Annex C, or on the Protected Commons website, which list may be expanded in the case additional Improvement Patents are to be licensed.

**1.9 "Improvement Material"** means biological materials made available to CAMBIA under this BIOS License Agreement or an associated Technology Support Subscription Agreement or Materials Transfer Agreement with the right to provide to Other BIOS Licensees, including, without limitation, all material necessary to practice Improvement Patents.

**1.10 "Technology Data"** means any data or information regarding the general safety and efficacy of the IP & Technology and Improvements, Improvement Patents and Improvement Materials, specifically including, without limitation, data

generated by any Contributor that

1. would be considered relevant in the regulatory approval of products made through the use of the IP & Technology or any Improvement, Improvement Patent or Improvement Material, and
2. is credible, substantial, specific, and validated to the same standard which BIOS LICENSEE uses for any publications, patent applications, regulatory applications, presentations, or in-house reports;

except any proprietary data of BIOS LICENSEE that is

1. relevant only to the safety, efficacy, and regulatory acceptance of specific BIOS Licensed Products (as defined in Section 1.2) and
2. not relevant to the general use of the IP & Technology or any Improvement (as defined in Section 1.6).

Technology Data shall include copies of the respective parts of all applications by BIOS LICENSEE for regulatory approval, from which BIOS LICENSEE is entitled to redact information which is not relevant for the general use of the IP & Technology or Improvement and which refers only to a BIOS Licensed Product.

Notwithstanding the foregoing, BIOS LICENSEE may designate at its sole discretion any proprietary data of BIOS LICENSEE, which BIOS LICENSEE is willing to share with Other BIOS Licensees of the BIOS Initiative under the conditions hereunder, to become "Technology Data" .

**1.11 "Other BIOS Licensee"** means any party having executed a BIOS License Agreement other than the BIOS LICENSEE having executed this Agreement, and its Affiliates.

**1.12 "Contributor"** means BIOS LICENSEE, LICENSOR, and any Other BIOS Licensee who has agreed to be subject to a non-exclusive license grant under which there is a covenant of non-assertion or sharing of Improvements and Technology Data.

**1.13 "Protected Commons Website"** means license-specific pages currently at [www.bioforge.net](http://www.bioforge.net), or pages on any equivalent website made available to Contributors for the purpose of posting and archiving date-stamped Improvements and Technology Data that will be accessible by other Contributors.

**1.14 "Affiliate"** means any institute, corporation, firm, limited liability company, partnership or other legal entity that directly or indirectly controls or is controlled by or is under common Control with a party to this Agreement.

**"Control"** means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity

interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or if such level of ownership or control is prohibited in any country, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists.

## **2. License Grant**

**2.1** LICENSOR hereby grants to BIOS LICENSEE under Licensed Patents a worldwide, non-exclusive, royalty-free right and license to make and use the IP & Technology and Improvements for the purpose of developing, making, using, and commercializing BIOS Licensed Products without obligation to LICENSOR.

**2.2** The license granted by LICENSOR to BIOS LICENSEE includes a right to sublicense limited to

**2.2.1** granting limited sublicenses to third parties (including Affiliates of BIOS LICENSEE to conduct research and/or development activities (including field trials) for BIOS LICENSEE, provided that the product and/or other results (including all intellectual property rights) resulting from said limited sublicense are owned exclusively by BIOS LICENSEE, said limited sublicenses to terminate when such activities cease or such ownership terminates, and

**2.2.2** granting limited sublicenses to third parties (including Affiliates of BIOS LICENSEE) for the sole purpose of commercializing BIOS Licensed Products that embody the IP & Technology or are generated by use of the IP & Technology, said limited sublicenses to terminate when said Commercialisation ceases.

If any sublicenses are granted under Sections 2.2.1 or 2.2.2., BIOS LICENSEE shall be responsible to ensure in said sublicenses that any Improvements produced by sublicensees are considered to be Improvements hereunder and that such sublicenses require the performance of all applicable obligations due to LICENSOR and Other BIOS Licensees under this Agreement and any associated Agreements. BIOS LICENSEE shall provide a list of sublicensees in writing at least once a year for posting in the Protected Commons Website. BIOS LICENSEE shall further be responsible to ensure that in said sublicenses, third parties to whom a sublicense has been granted are notified which of the Sections 2.2.1 or 2.2.2 obtain; the scope of said sublicenses under said Section; that assertion of any Improvement Patent against any Contributor or sublicensee is grounds for immediate revocation of any said sublicense; that said third parties have no right to sublicense absent the execution of a BIOS License Agreement with LICENSOR; and that LICENSOR may be approached for a BIOS License Agreement, which LICENSOR agrees to grant under substantially the same terms as this Agreement.

Other than stipulated under this Article 2.2, no further right to sublicense the IP & Technology is granted to BIOS LICENSEE hereunder.

**2.3** BIOS LICENSEE acknowledges that LICENSOR is free to license the IP & Technology, to use and to sublicense Improvements under Section 3.2 of this agreement, and to provide any Improvement Material received under the associated BIOS Technology Support Services Subscription Agreement to Other BIOS Licensees under the terms of a BIOS License Agreement.

If BIOS LICENSEE grants any sublicenses under Article 2.2, BIOS LICENSEE shall exert best efforts to prohibit the assertion of any IP rights under the IP & Technology, Improvements and Technology Data against LICENSOR or any Other BIOS Licensee by any sublicensee, said prohibition to survive the termination of any sublicense for any reason. Such assertion by a sublicensee is grounds for revocation of the sublicense under Article 6.2.

**2.4** BIOS LICENSEE is entitled to freely cooperate with any other Contributors. BIOS LICENSEE agrees to allow the use of its name and the names of Affiliates for the purpose of publication on the Protected Commons Website available to Contributors. BIOS LICENSEE agrees to provide an updated list of Affiliates annually with Improvement Reports for publication on the Protected Commons Website available to Contributors. Subject to Article 7.9, while this Agreement is in force, both LICENSOR and BIOS LICENSEE may acknowledge the existence of this Agreement in communications with or other disclosures to third parties.

**2.5** Except for the limited rights granted in this Agreement, no right or license, either expressed or implied, under any intellectual property right including but not limited to patents, trade secret or know-how is granted hereunder by one party to the other.

### **3. Consideration, Improvements and Technology Data**

**3.1** In partial consideration for the rights granted to BIOS LICENSEE, BIOS LICENSEE grants to all Contributors a worldwide, non-exclusive, royalty-free, fully-paid license under the Improvement Patents for use which is within the scope of the Licensed Patents, and to any Improvements not protected under the Improvement Patents, any Technology Data and any Improvement Material.

Any Other BIOS Licensee shall have a right for further sublicenses within the scope of the license granted in this Section 3.1, limited to

**3.1.1** granting sublicenses to third parties (including Affiliates of said Other BIOS Licensee) to conduct research and/or development activities (including field trials) for said Other BIOS Licensee, provided that the product and/or other results (including all intellectual property rights) resulting from said sublicense are owned exclusively by said Other BIOS Licensee, said sublicenses to terminate when such activities cease or such ownership terminates, and

**3.1.2** granting sublicenses to third parties (including Affiliates of said Other BIOS Licensee) for the sole purpose of commercializing said BIOS Licensed Products that embody the IP & Technology or Improvements and are generated by use of the IP & Technology or Improvements, said sublicenses to terminate when said commercialization ceases.

If any sublicenses are granted under Sections 3.1.1 or 3.1.2., said Other BIOS Licensee shall be responsible to ensure in said sublicenses that any further

Improvements produced by sublicensees are considered to be Improvements hereunder and that such sublicensees require the performance of all applicable obligations due to LICENSOR, BIOS LICENSEE and Other BIOS Licensees under this Agreement and any associated Agreements. Said Other BIOS Licensee shall provide a list of sublicensees in writing at least once a year for posting in the Protected Commons Website. Said Other BIOS Licensee shall further be responsible to ensure that in said sublicensees, third parties to whom a sublicense has been granted are notified which of the Sections 3.1.1 or 3.1.2 obtain; the scope of said sublicensees under said Section; that assertion of any Improvement Patent against any BIOS Licensee or sublicensee is grounds for immediate revocation of any said sublicense; that said third parties have no right to sublicense absent the execution of a BIOS License Agreement with LICENSEE; and that LICENSEE may be approached for a BIOS License Agreement, which LICENSEE agrees to grant under substantially the same terms as this Agreement.

Other than stipulated under this Article 3.1, no further right to sublicense Improvements is granted to any Contributor hereunder.

**3.2** BIOS LICENSEE will report any Improvement, including a copy of any filed Improvement Patent or submitted publication or Technology Data, and (if applicable) additional information including but not limited to a full description of any compositions, methods, materials, protocols, or data (including statistical significance and repeatability if available) in sufficient detail to readily practice such Improvement, and will provide to LICENSOR any Material necessary to practice such Improvement ("Improvement Material" ), in sufficient quantities that LICENSOR is able to use the Improvement Material, create a backup for storage, and propagate it for provision to Other BIOS Licensees.

By the last business day of March of each year, BIOS LICENSEE will provide an annual report including a list of any Improvement Patents or publications containing Improvements, including all serial numbers, filing dates, and publication dates, together with copies of all such applications, issued patents, and publications which were published or issued during the preceding twelve months.

**3.3** BIOS LICENSEE may not assert against any Contributor any intellectual property, including but not restricted to any Improvement Patent, which is owned, acquired or controlled by BIOS LICENSEE or any AFFILIATE and which would restrict the practice of the IP and Technology or Improvements for any use. Such assertion is grounds for revocation of this license under Article 6.2.

**3.4** BIOS LICENSEE may not enter into any new third party arrangement (such as a Materials Transfer Agreement or Sponsored Research Agreement) where the terms of such arrangement would conflict with BIOS LICENSEE's obligations under this Agreement. In the event that following execution of this Agreement BIOS LICENSEE nonetheless enters into an agreement the terms of which would conflict with BIOS LICENSEE's obligations under this Agreement, the terms of this Agreement will prevail such that BIOS LICENSEE's obligations to Other BIOS Licensees under this Agreement will in no way be waived, modified, negated, or otherwise diminished.

In the event that BIOS LICENSEE has pre-existing obligations to third parties,



which obligations would conflict with BIOS LICENSEE's obligations as defined in this Agreement, unless a waiver of said conflicting obligations is obtained by BIOS LICENSEE from said third party BIOS LICENSEE shall not make any use, that would invoke such conflicting obligations, of the IP & Technology to which a license is hereunder granted. BIOS LICENSEE will report any such pre-existing encumbrance or obligation associated with any Improvement, for making available to other BIOS Licensees, from which only information previously defined as confidential within the context of said obligation may be redacted.

**3.5** BIOS LICENSEE may not challenge the validity of Licensed Patents unless the License has first been terminated.

#### **4. Material Transfer**

All transfer of Material in relation to the IP & Technology or any Improvement hereunder is regulated by the associated BIOS Technology Support Services Subscription Agreement or other certified BIOS-compliant materials transfer agreement or bailment agreement.

#### **5. Limited Warranty/Hold Harmless**

**5.1** The parties acknowledge that the IP & Technology and Improvements are experimental in nature and may have hazardous properties. The parties make no representations and extend no warranties of any kind, either expressed or implied, except as required by applicable laws. There are no expressed or implied warranties of merchantability or fitness for a particular purpose, except as required by applicable laws. The parties do not warrant that the IP & Technology or Improvements do not infringe any patent, copyright, trademark, or other proprietary right.

**5.2** Each party hereunder will bear all risk to said party and to others resulting from said party's own negligence or wrongful act or omission during or after the term of this Agreement, its own breach of this Agreement, or its own use, commercialization, or sublicensing of IP & Technology, Improvements, or Improvement Material or any product made through use of or incorporating any of IP & Technology, Improvements, or Improvement Material.

Each party hereunder will hold, for all claims, suits, losses, liabilities, damages, costs, fees, and expenses (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), resulting from said party's said negligence or wrongful act or omission during or after the term of this Agreement, breach of this Agreement, or use or lack of ability to use, commercialization, or sublicensing of IP & Technology, Improvements, or Improvement Material or any product made thereby, the other party and the BIOS Initiative harmless, and will also hold harmless any parties from which said other party obtained the of IP & Technology, Improvements, or Improvement Material.

#### **6. Term and Termination**

**6.1** BIOS LICENSEE may terminate this Agreement at any time.

Within sixty (60) days of such termination, BIOS LICENSEE will submit a report

for making available to other BIOS Licensees, describing and providing any previously unreported Improvements, Improvement Patents, Material and Technology Data made prior to the date of termination.

Within sixty (60) days of termination BIOS LICENSEE will destroy all Licensed Materials and all confidential information received from any Contributor under this Agreement, except for Licensed Materials that have been incorporated into BIOS Licensed Products on hand that were made prior to termination and Technology Data or other information required for the commercialization of such BIOS Licensed Product. BIOS LICENSEE will ensure that any sublicensees to whom BIOS LICENSEE granted a sublicense will take the same action. BIOS LICENSEE will provide the Protected Commons website (BioForge) with written notice that such Licensed Materials and confidential information have been destroyed, and that completely describes any such Licensed Materials and Technology Data or other information that have not been destroyed because they have been incorporated into said BIOS Licensed Products on hand or are required for the commercialization of said BIOS Licensed Products on hand that were made prior to termination. Any Contributor has the right to inform any other Contributor of said termination and of the contents of said written notices.

**6.2** If any party hereunder (the "Violating Party" ) should violate or fail to perform any term or obligation of this Agreement or an associated Agreement under Article 4, then the other party may give written notice of such default ("Notice of Default") to said Violating Party. If said Violating Party should fail to repair such default within sixty (60) days

1. after the date such notice takes effect or
2. after a final decision of an arbitration under Article 7.6 or Article 7.7, in cases where the parties cannot agree whether or not a violation occurred,

said other party will have the right to immediately terminate the BIOS License Agreement, by providing a written notice of termination ("Notice of Termination") to the Violating Party. Upon such termination, the Violating Party will destroy all Licensed Material received from the other party and all material which was made by using such Licensed Material or which incorporates such Licensed Material. The Violating Party will ensure that any sublicensees to whom said Violating Party granted a sublicense will take the same action, and shall then terminate said sublicense. The Violating Party will provide the other party with written notice that such Licensed Materials have been destroyed and all sublicenses previously granted by Violating Party under the BIOS License have been terminated.

Failure of any Contributor to comply with its obligations (including but not limited to share certain IP & Technology) shall not be construed as a violation or failure to perform of any other Contributor except an Affiliate or sublicensee of the Contributor that failed to comply.

Sublicensees whose sublicenses have been terminated under this Section 6.2 may approach LICENSOR for a BIOS License Agreement under substantially the same terms as this Agreement.

The BIOS License and all associated agreements granted shall be immediately terminated for any BIOS Licensee for whom a final arbitration under Article 7.7 found a violation of said BIOS Licensee's obligations which BIOS Licensee refused to repair within sixty (60) days following said arbitration decision.

**6.3** Upon termination of this agreement all rights and obligations of BIOS LICENSEE and LICENSOR shall cease except

1. the right of BIOS LICENSEE under Article 2.1 to further develop, propagate, and commercialize BIOS Licensed Products, including a right to sublicense to third parties (including Affiliates of BIOS LICENSEE) under Article 2.2.2, solely in relation to BIOS Licensed Products made prior to the termination, and
2. the non-assertion obligations under Article 2.3;
3. the license rights to Improvements, Improvement Materials and Technology Data generated prior to termination, granted to Contributors under Article 3.1; and
4. the risk-bearing and hold harmless obligations granted under Article 5.2 and Article 5.3; and
5. any unfulfilled obligations of BIOS Licensee under an associated Agreement under Article 4.

## **7. Miscellaneous**

**7.1** No party hereunder is under any obligation to prosecute, maintain, or enforce Licensed Patents or Improvement Patents or any other intellectual property right against any third party.

However, should LICENSOR or BIOS LICENSEE determine or suspect that any third party not party to a BIOS License Agreement is infringing any Licensed Patent or misappropriating Licensed Material, and should BIOS LICENSEE desire that LICENSOR should assert its rights under any Licensed Patent or any other intellectual property right, and should LICENSOR at its sole discretion decide to assert said rights, BIOS LICENSEE agrees to reimburse LICENSOR its entire expenses in enforcing said rights.

**7.2** LICENSOR shall exert reasonable efforts to ensure that all BIOS Licensees under the BIOS License for Plant Enabling Technologies are entitled and bound to substantially the same rights and obligations as agreed hereunder.

**7.3** This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed to be or shall constitute a waiver with respect to any other terms or conditions of this Agreement, whether or not similar. Each such waiver shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver.

**7.4** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

Either party to this Agreement may, with the approval of the other party, such approval not to be unreasonably withheld, assign all, but no less than all, its rights and delegate all, but no less than all, its duties under this Agreement, including all rights and obligations under any corresponding BIOS Technology Support Services Subscription Agreement or Materials Transfer Agreement, and all rights to Improvements including without limitation any Improvement Patent to a third party, such approval to be sought by written notice from the assigning party to the other party to this Agreement within thirty (30) days of any change of Control or sale of rights.

Other than regulated under this section this Agreement may not be assigned or transferred by either party to a third party, in whole or in part, without the prior written consent of the other party to this Agreement, which consent may not be unreasonably or arbitrarily withheld.

Assignments under this Article 7.4 will not be effective unless and until the receiving assignee and the other party to this Agreement execute an instrument of legal assignment.

**7.5** CAMBIA may publish revised and/or new versions of the BIOS License for Plant Enabling Technologies from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new or newly identified issues. Each version will be given a distinguishing version number. Upon written request to the BIOS Initiative, BIOS LICENSEE may opt to be bound by the terms and conditions of a later version. CAMBIA may also publish versions of the BIOS License for Plant Enabling Technologies in other languages. Where there is any conflict between the present version and such translations or any controversy between the parties respecting the interpretation or application of the terms of this Agreement, the latest English language version of the Agreement published on a CAMBIA/BIOS website shall be controlling.

**7.6** The parties agree to attempt to mediate any dispute relating to this Agreement or the negotiation hereof or entry hereunto or any contract or agreement entered in pursuant hereto or the fulfilment and performance by the parties of their respective duties and obligations under this Agreement, including any dispute under Article 6.2, and further agree that any dispute that cannot be resolved by mediation shall be settled by binding arbitration, with construction under Australian law, in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

**7.7** All notices, requests, consents and other communications hereunder shall be in writing and shall be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and shall be either sent by an internationally recognized private courier service providing confirmations of receipt, or sent by registered or certified mail.

**7.8** Should any part of this Agreement be declared invalid or unenforceable by any Court of competent jurisdiction for any reason, such declaration of judgment shall not affect the validity of the rest of the Agreement and any associated Agreements, which shall remain in full force and effect to the fullest extent

provided by law.

**7.9** The right to use trademarks owned by the LICENSOR is not conferred by this Agreement. Neither party may use any trademarks of the other or of the BIOS Initiative without express written permission of the trademark owner. The BIOS Initiative may from time to time at its sole discretion require, request or allow that its trademarks or those of its Affiliates be used in association with the IP & Technology and Improvements.

**7.10** The relationship of the parties hereto is that of independent contractors. The parties hereto are not deemed to be agents, partners or joint venturers of the other party or of other BIOS Licensees for any purpose as a result of this Agreement or the transactions contemplated thereby.

**7.11** This License replaces any earlier license for the use of the IP & Technology.

IN WITNESS WHEREOF the PARTIES have duly executed this Agreement

\_\_\_\_\_  
Name of BIOS LICENSEE's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

Date

**Annex A. CAMBIA Patents**

**Technology:** Transformation and regeneration of transformed plant tissue using non-phytopathogenic bacteria

**Patent Number(s):** USPTO Applications 60/908,928, 10/954,147 and 10/953,392 and International Patent application number PCT/US2005/023250 and corresponding conversions, divisionals, continuations and continuations-in-part, and issued patents

**Priority Date:** 28 June 2004

**Assignee/Owner:** CAMBIA

**Technology:** Secreted - glucuronidase genes and proteins, including genes and proteins similar to those isolated from Staphylococcus, and regenerated organisms transformed by these genes, and uses thereof.

**Patent Number(s):** US Patent 6,391,547 and corresponding PCT applications, conversions, divisionals, continuations and continuations-in-part, and issued patents.

**Priority Date:** 9 September 1997.

**Assignee/Owner:** CAMBIA.

**Technology:** -glucuronidase genes and proteins, including genes and proteins similar to those isolated from purple bacteria, gram(+) bacteria, cyanobacteria, spirochaetes, green sulphur bacteria, bacteroides, flavobacteria, planctomyces, chlamydiae, radioresistant micrococci, thermotogales and fungi

**Patent Number(s):** US Patent 6,641,996 and corresponding PCT applications, conversions, divisionals, continuations and continuations-in-part, and issued patents

**Priority Date:** 9 September 1997

**Assignee/Owner:** CAMBIA

**Technology:** Fungal &#946;-glucuronidase genes and gene Products, and uses of the &#946;-glucuronidase as a visual and as a selectable marker for transformation

**Patent Number(s):** US Patent 7,148,407 and corresponding conversions, divisionals, continuations and continuations-in-part, and issued patents

**Priority Date:** 14 January 2004

**Assignee/Owner:** CAMBIA

This Annex A may be expanded; applicable changes will be executed with additional dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

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Name of BIOS LICENSEE's Representative

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Signature

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Title of BIOS LICENSEE's Representative

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Date

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Name of LICENSOR's Representative

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Signature

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Title of LICENSOR's Representative

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Date

**Annex B. BIOS Licensed Patents**

Technology:

Patent Numbers(s):

Priority:

Date:

Assignee/Owner:

Technology:

Patent Numbers(s):

Priority:

Date:

Assignee/Owner:

Technology:

Patent Numbers(s):

Priority:

Date:

Assignee/Owner:

This Annex B may be expanded; applicable changes will be executed with dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

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Name of BIOS LICENSEE's Representative

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Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

\_\_\_\_\_  
Date

**Annex C. Improvement Patents**

**Technology:**

Patent Numbers(s):

Priority Date:

Assignee/Owner:

Technology:

Patent Numbers(s):

Priority Date:

Assignee/Owner:

Technology:

Patent Numbers(s):

Priority Date:

Assignee/Owner:

This Annex C may be expanded; applicable changes will be executed with dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

\_\_\_\_\_  
Name of BIOS LICENSEE's Representative



Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

Date

**The CAMBIA "Biological Open Source" (BiOS)**

Technology Support Services Subscription Agreement

Version 1.4A

This BiOS Technology Support Services Subscription Agreement (the "Agreement") is effective as and from \_\_\_\_\_ (the "Effective Date").

**BETWEEN:**

**North Carolina State University**, a public institute of higher education of the State of North Carolina, USA, having a principal place of business at 920 Main Campus Drive, Suite 400, Raleigh, NC 27606, USA (hereinafter "BiOS LICENSEE" )

- and -

**CAMBIA**, a non-profit corporation organized under the laws of the Commonwealth of Australia in the Australian Capital Territory and having a principal place of business at G301, 2 George Street, Brisbane 4000, Australia ("LICENSOR" ).

**Recitals**

**Whereas**, for the purpose of fostering innovations in the life sciences the BIOS initiative of CAMBIA strives to bring together various parties as BiOS Licensees to jointly provide and develop a portfolio of inventions and improvements in the field of enabling technologies readily accessible to any party in interest under the general conditions of the BiOS License AGREEMENT; and

**Whereas**, LICENSOR owns or is the licensee of certain Technologies and associated patents, patent applications, knowhow, data, materials, and business,

technical, economical and manufacturing information (the "IP & Technology"); and

**Whereas**, LICENSOR and BIOS LICENSEE have entered as of the Effective Date into a BIOS License Agreement with respect to certain license rights; and

**Whereas**, the BIOS License AGREEMENT contemplates sharing with and licensing to BIOS LICENSEE Improvements including Improvement Materials and Technology Data developed by other BIOS Licensees, and sharing with and licensing to other BIOS Licensees Improvements including Improvement Materials and Technology Data developed by BIOS LICENSEE and any sublicensees; and

**Whereas**, to provide for the costs of services in furtherance of the BIOS Initiative and to facilitate BIOS LICENSEE'S implementation and use of technologies licensed under the BIOS License Agreement (the "Services" ) and to provide a discussion forum and web-based tools such as the Patent Lens to support collaborative development of new innovations within the BIOS Initiative,

therefore, BIOS LICENSEE and LICENSOR (hereinafter together the "PARTIES" or individually the "PARTY" ) hereby agree as follows:

## **1. Definitions**

Capitalized terms have the same meaning as defined under the associated BIOS License Agreement if not explicitly defined otherwise hereunder.

**1.1 "Non-BIOS Third Party"** means any person or entity not party to a BIOS-compliant License Agreement under the IP & Technology as defined in the License Agreement associated with this Agreement.

## **2. Material and Technology Data Transfer**

**2.1** LICENSOR shall employ best efforts ensure that all Licensed Materials in relation to Licensed Patents are made accessible under the terms of this Agreement to BIOS LICENSEE. LICENSOR shall employ reasonable efforts to provide on its websites a detailed description of the Licensed Material, including but not limited to its properties and use. Only in case BIOS LICENSEE requests in writing provision of said new Licensed Material, LICENSOR shall make best efforts to provide BIOS LICENSEE said requested new Licensed Material within thirty (30) days or as soon as practicable after receiving from BIOS LICENSEE said written request and any import/export documentation and fees necessary. New Licensed Material provided by LICENSOR to BIOS LICENSEE shall be listed in Annex A, while Annex B is to be amended in case additional BIOS Licensed Material is provided. Either listing may appear on a designated website available to all BIOS Licensees.

**2.2** Within thirty (30) days of informing Contributors of any Improvement or posting it on a designated website available to all BIOS Licensees, or within thirty (30) days of request by any Contributor, BIOS LICENSEE will at BIOS LICENSEE'S cost provide reasonable quantities of Improvement Material to said Contributor. "Reasonable" in this context means at least a sufficient quantity to enable Contributor to practice the Improvement, to propagate the material for

providing other Contributors, and to establish a long-term backup. Contributors are entitled to provide other BIOS Licensees with the Improvement Material. No license additional to the license grant specified in the BIOS License Agreement is implied or conferred to BIOS Licensees for use of the Improvement Material.

**2.3** BIOS LICENSEE will report to Contributors all Technology Data generated by or on behalf of BIOS LICENSEE, comprehensively in writing or on a website page available to LICENSOR and all BIOS Licensees, in the shortest possible time, at the latest within fourteen (14) days of submission of any in-house or other written report.

In case any Contributor receiving Technology Data generated by BIOS LICENSEE desires to discuss said Technology Data with BIOS LICENSEE, BIOS LICENSEE shall provide that experts shall be available upon reasonable notice and for a reasonable time for such discussion via telephone or other electronic means. The first contact for such discussion about Technology Data between different BIOS Licensees shall be made available to LICENSOR and all BIOS Licensees, via a website posting or other such means. LICENSOR may decide in its sole discretion to participate in such discussions.

**2.4** Likewise LICENSOR shall provide all Technology Data generated by or on behalf of LICENSOR and shall require that the other BIOS Licensees provide all Technology Data generated by or on behalf of said other BIOS Licensees, and shall require that in case BIOS LICENSEE desires to discuss said Technology Data provided by another BIOS Licensee with said other BIOS Licensee, experts from said other BIOS Licensee shall be available upon reasonable notice and for a reasonable time for such discussion via telephone or other electronic means.

**2.5** It is a requirement of this Agreement and use of any CAMBIA website page available only to BIOS Licensees that Information disclosed by BIOS LICENSEE under this Article 3 which is marked "CONFIDENTIAL" or Material marked or identified in writing as "PROPRIETARY MATERIAL" shall be held by BIOS Licensees in confidence, and shall not be disclosed or released to any Non-BIOS Third Party without the prior written consent of BIOS LICENSEE, except where said Information or Material:

**2.5.1** is disclosed in a printed publication available to the public, is described in an issued patent anywhere in the world, is otherwise in the public domain at the time of disclosure, or becomes publicly known through no breach of this Agreement by a Contributor;

**2.5.2** becomes known to any BIOS Licensee or Affiliate through disclosure by sources other than BIOS LICENSEE having the right to disclose such information;

**2.5.3** is disclosed by any BIOS Licensee or Affiliate pursuant to the requirements of a governmental agency or any law requiring disclosure thereof, provided that BIOS LICENSEE is given prior written notice of any such disclosure and an opportunity to seek an order to prohibit such disclosure;

**2.5.4** is approved for release or disclosure by written authorization of BIOS LICENSEE;

**2.5.5** can be established by reasonable written or electronic evidence to have been in the possession of any BiOS Licensee or Affiliate prior to the time of disclosure by BiOS LICENSEE; or

**2.5.6** is or was developed by or for any BiOS Licensee or Affiliate independently from any information obtained from BiOS LICENSEE as proven by reasonable written or electronic evidence.

**2.6** Contributors shall neither use any material marked "PROPRIETARY MATERIAL" provided by any other Contributor for the benefit of a Non-BiOS Third Party nor make it accessible to a Non-BiOS Third Party without prior written approval of the providing party. The material will not be used in research that is subject to any consulting or licensing obligation to any Non-BiOS Third Party, nor in commercial or non-commercial work on behalf of any Non-BiOS Third Party, regardless of whether or not such an obligation presently exists or previously existed or may be entered into in the future, without the express prior written permission of the providing party.

**2.7** All parties shall employ reasonable efforts to ensure that the use, preparation, storage, handling, transport and/or disposition of provided Material will be conducted in accordance with all international, federal, state and/or local laws, statutes, regulations, guidelines, policies, permits, authorizations, industry standards, and/or agreements. In cases where LICENSOR provides Improvement Material to other BiOS Licensees, LICENSOR shall require by appropriate written agreement that these other BiOS Licensees agree to compliance guidelines not less restrictive than agreed upon hereunder.

**2.8** THE MATERIALS PROVIDED HEREUNDER ARE BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO THE IDENTITY, PURITY, OR ACTIVITY OF A PARTICULAR SAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY PATENT.

Each party hereunder will bear all risk to said party and to others resulting from said party's own negligence or wrongful act or omission during or after the term of this Agreement, its own breach of this Agreement, or its own use, commercialization, or sublicensing of IP & Technology, Improvements, or Improvement Material or any product made through use of or incorporating any of IP & Technology, Improvements, or Improvement Material.

Each party hereunder will hold, for all claims, suits, losses, liabilities, damages, costs, fees, and expenses (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), resulting from said party's said negligence or wrongful act or omission during or after the term of this Agreement, breach of this Agreement, or use or lack of ability to use, commercialization, or sublicensing of IP & Technology, Improvements, or Improvement Material or any product made thereby, the other party and the BiOS Initiative harmless, and will also hold harmless any parties from which said other party obtained the of IP & Technology, Improvements, or Improvement Material. Neither the providing party

nor its employees or agents shall be liable to the receiving party or its employees or agents for any loss resulting from the receiving party's receipt or use of the material.

Each party hereunder shall ensure by appropriate written agreement with any Other BIOS Licensee receiving any Improvement Material and/or related material, that said Other BIOS Licensee agrees to the same risk-bearing and hold-harmless obligations for said Other BIOS Licensee's use of said Improvement Material and related material with regard to LICENSOR and BIOS LICENSEE as accepted by each party hereunder.

**2.9** The parties hereunder acknowledge that title to any tangible of IP & Technology, Improvements, or Improvement Material provided under this Agreement is owned by the providing party and said ownership is not transferred to the other party (or any other BIOS Licensee) under this Agreement.

Thus, the receiving party will not sell, donate, abandon, or otherwise transfer the Materials to any third party, except as permitted under this Article 2. Notwithstanding the foregoing, while this Agreement and the associated License Agreement are in force, nothing herein shall restrict BIOS LICENSEE to commercialize, transfer, or otherwise exploit any BIOS LICENSEE Product made from or by using any such tangible material.

**2.10** The Services provide BIOS LICENSEE with the right to send a representative to any meeting of all BIOS Licensees, and to obtain user permissions for employees of BIOS LICENSEE to access CAMBIA website pages accessible to BIOS Licensees.

### **3. Considerations of BIOS LICENSEE**

**3.1** In consideration of the Licensed Material provided and other services granted hereunder BIOS LICENSEE agrees to pay into the BIOS Initiative a Technology Support Services Subscription Fee within thirty (30) days after the Effective Date of this Agreement and of each subsequent anniversary of the Effective Date (unless terminated in writing prior to said date according to the provisions of Article 4.1) in the amount shown in Annex D.

**3.2** The parties understand that for wholly academic and not-for-profit organizations no subscription fees are due.

**3.3** BIOS LICENSEE is entitled to withhold any taxes from any payments made hereunder only if required by law or governmental regulation notified and translated into English in advance of such payments, unless and until a legally binding ruling is provided from the relevant authority granting BIOS LICENSEE the approval for a reduced withholding or for an exemption. The BIOS Initiative shall ensure full cooperation in order to enable BIOS LICENSEE to fulfill such withholding obligations as notified by BIOS LICENSEE prior to the onset of such obligations, and BIOS LICENSEE shall ensure full and prompt cooperation with efforts to provide such a ruling where applicable. The remittance of such withholding by BIOS LICENSEE to the respective governmental authority while such a ruling is pending does not withdraw BIOS LICENSEE from its according payment obligation under this Agreement, to be made promptly upon provision of said ruling. Notwithstanding this provision, BIOS LICENSEE shall strictly

adhere to the conditions and rates applicable under the law, practice or policy of the relevant authority.

Other than regulated above, all aforementioned amounts due shall be understood without any applicable Value Added Tax (VAT), Goods and Services Tax (GST) or any similar tax, and shall be made without deduction of any bank or transfer or currency exchange charges. Any such taxes or fees on any payments made hereunder shall be paid by BIOS LICENSEE. Said taxes or fees paid to a government or bank may not be considered as meeting BIOS LICENSEE's corresponding payment obligation.

**3.4** LICENSOR may provide to any BIOS Licensee the names and contact information of other BIOS Licensees that have paid the annual fees, but not the amount of paid fees.

## **4. Termination**

**4.1** This Agreement may be terminated three (3) years following the Execution Date hereof, with six (6) months written notice. This Agreement may not be terminated independently from the BIOS License Agreement.

**4.2** Upon termination of this Agreement all rights and obligations of BIOS LICENSEE and CAMBIA shall cease except as otherwise provided in the BIOS License Agreement. For avoidance of doubt, in case the BIOS License Agreement is not terminated with this Agreement, only rights and obligations of this Agreement shall cease, except as otherwise provided in the BIOS License Agreement, but the rights and obligations of the BIOS License Agreement shall survive.

## **5. Revival and Re-entry**

As part of the BIOS License Agreement any Contributor may offer BIOS LICENSEE from time to time new IP & Technology and related Licensed Material. As a subscriber to the BIOS License Agreement, BIOS LICENSEE is entitled to a license to the newly offered IP & Technology. As a subscriber to this BIOS Technology Support Services Subscription Agreement, BIOS LICENSEE is entitled to receive Licensed Material as permitted by applicable laws and regulations and following payment of costs under Articles 2 and 3.

Upon termination of this BIOS Technology Support Services Subscription Agreement, BIOS LICENSEE's rights to receive any Licensed Material shall cease as regulated under Article 4 hereof. BIOS LICENSEE is not entitled to any Licensed Material corresponding to licensed IP & Technology offered and accepted during a time when BIOS LICENSEE was not a subscriber to this BIOS Technology Support Services Subscription Agreement.

However, if BIOS LICENSEE decides to subscribe again and re-enter a BIOS Technology Support Services Subscription Agreement after receiving an offer for additional IP & technology and associated Licensed Material from any Contributor, and prior to accepting such license pays the agreed Subscription Fee, BIOS LICENSEE is entitled to said new Licensed Material and any subsequent material becoming available during the term of the renewed BIOS Technology Support Services Subscription Agreement. The terms of the renewed

BiOS Technology Support Services Subscription Agreement shall be substantially similar to those of this Agreement.

## **6. Model Framework for Initiating New Project**

From time to time BiOS LICENSEE may have interest in exploring solutions to certain problems in its field of research or business. In such case BiOS LICENSEE may send a written project proposal to CAMBIA or post a notice on a CAMBIA website. To the extent that such project proposal is consistent with the terms and intent of the BIOS License, which consistency shall be determined by CAMBIA in its sole discretion, CAMBIA shall use its best efforts to

1. employ the Services to bring the proposal to the attention of other parties within the BIOS Initiative which may be interested to join such exploratory effort, and, if
2. employ the Services to collect, identify and provide potential means that may be available from among said parties for such solution, which may include suggested research schedules, development time-lines, and costs.

BiOS LICENSEE and potentially other interested Contributors shall then have the option to enter into good-faith negotiations for such project that may involve other BiOS LICENSEE contributions (monetary or in-kind) to support innovation within the BIOS Initiative. The parties agree that all outcomes of such project will be treated as Licensed Patents and shall be readily accessible under the same terms as this Agreement and the associated BiOS License Agreement among all Contributors.

## **7. Miscellaneous Regulations**

**7.1** The freightage including Value Added Taxes (VAT) for required delivery services of any Material hereunder will be due and payable by BiOS LICENSEE. Any further duties, VAT, import-turnover taxes or similar taxes and duties which are incurred by the import or haulage of any Material should be borne by BiOS LICENSEE.

BiOS LICENSEE shall be responsible to obtain all governmental, custom or other approvals or certificates necessary for importation or transport of any Material to be delivered hereunder and pay all associated costs therefore. Each party shall assist the other, using reasonable effort, by providing existing technical information required to achieve or obtain such approval or certificates.

**7.2** This Agreement may only be assigned or transferred in combination with and under the regulations of the associated BiOS License Agreement.

**7.3** This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed to be or constitute a waiver with respect to any other terms or conditions of this Agreement, whether or not similar. Each such waiver shall be effective only in the specific instance and for

the purpose for which it was given, and shall not constitute a continuing waiver.

**7.4** LICENSOR shall employ reasonable efforts to require that all Licensees of the BIOS Initiative are entitled and bound to substantially the same rights and obligations as agreed hereunder.

**7.5** The parties agree to attempt to mediate any dispute relating to this Agreement or the negotiation hereof or entry hereunto or any contract or agreement entered in pursuant hereto or the fulfillment and performance by the parties of their respective duties and obligations under this Agreement, including any dispute under the corresponding License Agreement, and further agree that any dispute that cannot be resolved by mediation shall be settled by binding arbitration, with construction under Australian law, in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

**7.6** All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and shall be either sent by an internationally recognized private courier service providing confirmations of receipt, or by registered or certified mail.

In the case of conflict between the terms and conditions of this Agreement and the License Agreement, the License Agreement shall prevail.

CAMBIA may publish revised and/or new versions of the BiOS Technology Support Subscription Agreement for IP and Technology under the associated License Agreement from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version will be given a distinguishing version number. With written notice to the BiOS Initiative, BiOS LICENSEE may opt to be bound by the terms and conditions of a later published version. CAMBIA may also publish versions of the BiOS Technology Support Subscription Agreement for IP and Technology under the associated License Agreement in other languages and showing other currencies. Where there is any conflict between the present version and such translations or any controversy between the parties respecting the interpretation or application of the terms of this Agreement, the latest version of the Agreement published in the English language and showing US dollar amounts shall be controlling.

**7.7** Should any part of this Agreement be declared invalid or unenforceable by any Court of competent jurisdiction for any reason, such declaration of judgment shall not affect the validity of the rest of the Agreement and any associated Agreements, which shall remain in full force and effect to the fullest extent provided by law.

**7.8** The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the other Party or of other BiOS Licensees for any purpose as a result of this Agreement or the transactions contemplated thereby.

IN WITNESS WHEREOF the PARTIES have duly executed this Agreement

---



Name of BIOS LICENSEE's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

Date

Annex A. CAMBIA Material

**Material (Description):** Sinorhizobium or other non-phytopathogenic bacteria containing relevant plasmids

**Corresponding Licensed Patent (If Any):** USPTO Applications 60/908,928, 10/954,147 and 10/953,392 and corresponding PCT applications, conversions, divisionals, continuations and continuations-in-part, and issued patents

**Assignee/Owner:** CAMBIA

**Material (Description):** pCAMBIA plasmids containing GUSPlus gene cassettes

**Corresponding Licensed Patent (If Any):** US Patent 6,391,547 and corresponding PCT applications, conversions, divisionals, continuations and continuations-in-part, and issued patents

**Assignee/Owner:** CAMBIA

**Material (Description):** pCAMBIA plasmids containing penGUS gene cassettes

**Corresponding Licensed Patent (If Any):** US Patent 7,148,407 and corresponding conversions, divisionals, continuations and continuations-in-part, and issued patents

**Assignee/Owner:** CAMBIA

**Material (Description):** Plasmids containing transactivation cassettes

**Corresponding Licensed Patent (If Any):** PCT Published Patent Application WO 2001/021 781 and corresponding applications, conversions, divisionals,

continuations and continuations-in-part, and issued patents

**Assignee/Owner:** CAMBIA

This Annex A may be expanded; applicable changes will be executed with dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

\_\_\_\_\_  
Name of BIOS LICENSEE's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

\_\_\_\_\_  
Date

**Annex B. BIOS Licensed Material**

**Material (Description):**

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

This Annex B may be expanded; applicable changes will be executed with dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

---

Name of BIOS LICENSEE's Representative

---

Signature

---

Title of BIOS LICENSEE's Representative

---

Date

---

Name of LICENSOR's Representative

---

Signature

---

Title of LICENSOR's Representative

---

Date

### **Annex C. Improvement Material**

#### **Material (Description):**

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

Material (Description):

Corresponding Licensed Patent (If Any):

Assignee/Owner:

This Annex C may be expanded; applicable changes will be executed with dated signatures below. Expansions may be executed in counterparts, the sum of which shall constitute the expanded Agreement.

\_\_\_\_\_  
Name of BIOS LICENSEE's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of BIOS LICENSEE's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of LICENSOR's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of LICENSOR's Representative

\_\_\_\_\_  
Date

#### **Annex D.**

#### Technology Support Subscription Fee Table for IP & Technology

The following annual fees in support of technology support subscription services are in effect for all for-profit companies and all entities intending to commercialize products, calculated from the total number of employees worldwide in the fields of plant biotechnology and plant breeding (including research and technical development, and associated administration, business development, regulatory and public affairs and marketing) of BIOS LICENSEE and its Affiliates.

US\$ 150,000 for entities having more than 500 of such employees,

US\$ 50,000 for entities having 50 to 500 of such employees, or

US\$ 10,000 for entities having 5-49 of such employees.

US\$ 5,000 for entities having fewer than 5 of such employees

Small for-profit companies and those based in non-OECD countries may be encouraged to provide alternative support for technology support subscription services, e.g. in the form of in-kind contributions, which may include sponsorship of Contributor employees, postdocs or other skilled individuals such as patent office staff to train in exchanges through the BIOS Initiative, and sponsorship of meetings to include BIOS Initiative staff and regional Contributors.

CAMBIA may publish revised and/or new versions of this BIOS Technology Support Subscription fee table for IP and Technology a maximum of once per 12-month period to account for reasonable currency fluctuations and inflation. Where there is any controversy between the parties, the latest English language version of the Agreement published on a CAMBIA website and showing US dollar amounts shall be controlling. Such fee shall be paid within five (5) days from Licensee's receipt of CAMBIA's written wiring instructions and annually thereafter, by wire transfer in immediately available funds to an account specified in writing by CAMBIA.

ACKNOWLEDGED BY:

\_\_\_\_\_

Name of BIOS LICENSEE's Representative

\_\_\_\_\_

Signature

\_\_\_\_\_

Title of BIOS LICENSEE's Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Name of LICENSOR's Representative

\_\_\_\_\_

Signature

\_\_\_\_\_

Title of LICENSOR's Representative

\_\_\_\_\_

Date

**[Note: A license being listed in the Copyleft and Open Source Center does not mean it is endorsed. These licenses are provided as a reference to encourage and promote the Open Source movement. Nothing within these pages should be considered as legal advice.]**

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