

LICENCE AGREEMENT

PARTIES

1.	UNISA VENTURES PTY LTD , ACN 154 270 167, of c/- University of South Australia, Building GP1-15, Mawson Lakes Campus, Mawson Lakes, South Australia, Australia, 5095.	Licensor
2.	<i>[insert Licensee name & details]</i>	Licensee

RECITALS

- A. The Licensor is the wholly owned commercial development company of the University of South Australia and is authorised to deal with the Licensed IP described in Item 3 of the Licence Details (**Licensed IP**).
- B. The Licensor grants to the Licensee and the Licensee accepts a licence to use the Licensed IP on the terms and conditions specified in this Agreement.
- C. The Parties enter into this Agreement in the spirit of ongoing cooperation and partnership, desiring to work collaboratively in its implementation and to seek opportunities to:
- (a) ensure that the Licensed IP is deployed to deliver maximum impact, public good and mutually beneficial outcomes to the Parties, on a fair and equitable basis;
 - (b) facilitate successful development and commercial application of the Licensed IP, the Licensee's access to pipeline technologies and products, and flexible, non-onerous administration of the Licence by each Party; and
 - (c) enable the Licensee to optimise utilisation of the Licensed IP in support of its commercial, business and strategic aims.

The Parties agree as follows.

LICENCE DETAILS

Item 1 Licence Commencement Date: The date of this Agreement *[OR insert other agreed date]*

Item 2 Term: *[insert]* years from the date of this Agreement, or the period from the date of this Agreement until 3 months after expiry of the last of the patents of Licensed IP, whichever is the earlier, unless this Agreement is terminated earlier in accordance with its terms.

Item 3 Licensed IP:

[insert IP / patent description]
.....;

and any or all patents, which may issue on patent rights, and any divisions, continuations, continuations in-part, reissues and extensions of such patents.

Item 4 Purpose:

4.1 Licensed Rights:

Exclusive / Non-exclusive: *[insert]*

subject always to reserved rights under clause 2.2

4.2 Licensed Field: *[insert]*

4.3 Licensed Territory: *[insert]*

Item 5 Licence Payments / Royalty:

Description	AU\$ Amount / % Royalty	Date / Event
Licensee Gross Sales		
Sublicensing revenue		
Other <i>[insert Milestone Payments]</i>		

(All Licence Payments to be made half yearly unless otherwise specified)

Item 6 Sublicensing:

[insert agreed arrangements]

Item 7 Milestones:

[insert agreed milestones - Premarket / Post market entry]

Item 8 Reports:

Report	Date / Event
Details of Gross Sales, Licence Payments, commercialisation of Licensed IP and Products, progress with Milestones <i>[insert agreed reports]</i>	Half yearly, within thirty (30) days after each period ending on 30 June and 31 December.

Licensee's financial reports shall be in the form set out in Schedule 2 or in such other form as may be provided by the Licensor from time to time.

Item 9 Additional Terms:

9.1 Patent Costs:

To be paid by Licensor:
To be paid by Licensee
[insert agreed terms]

9.2 *[Insert other agreed terms]*

ANNEXURE A - GENERAL TERMS

1. Term

The Licence shall commence on the Commencement Date specified in Item 1 of the Licence Details (**Details**) and shall continue for the Term, unless extended by written agreement or terminated earlier under the terms of this Agreement

2. Scope of Licence

- 2.1 The Licensor grants to the Licensee a licence over the Licensed IP for the Purpose, as set out in Item 4 of the Details and on the terms of this Agreement..
- 2.2 The licence granted hereunder shall be subject at all times to the reserved right of the University to use the Licensed IP for further research and development, and for publication of related scientific findings that do not disclose Confidential Information.
- 2.3 Licensee shall pay the Licence Payments to the Licensor as set out in Item 5 of the Details, and any other amounts provided for in this Agreement. Unless otherwise specified in Item 5 of the Details, the Licence Payments shall be paid at the same time as the reports to be provided under clause 9.
- 2.4 The Licensee shall:
 - (a) make all reasonable efforts to bring the Licensed IP and Products to market; and
 - (b) satisfy the Milestones as set out in Item 7 of the Details.
- 2.5 Any rights of the Licensee to sublicense Licensed IP shall be as set out in Item 6 of the Details and in clause 4.
- 2.6 This Agreement shall not transfer or otherwise affect ownership of Licensed IP.
- 2.7 To the extent of any inconsistency between the terms set out in this Annexure A and the Details, the Details will prevail

3. Patent Costs and Management

- 3.1 Unless otherwise specified in Item 9 of the Details, the Licensor shall manage patent applications and patents of Licensed IP including patent office filings and obtaining, maintaining, defending and enforcing and renewing patent rights in the Licensed Territory, using patent attorneys selected by the Licensor.
- 3.2 The Parties shall consult with each other and promptly do all acts and things and execute all documents necessary or desirable for the purpose of protecting the Licensed IP. Both Parties shall review documents relating to patent protection. Patent Costs shall be paid as specified in Item 9 of the Details.
- 3.3 Where under Item 9 of the Details, the Licensee is responsible for payment of Patent Costs, the Licensee shall have the right, on at least 60 days' written notice to the Licensor, to discontinue payment of Patent Costs in any country, in which case the Licence shall automatically terminate in respect of that country.
- 3.4 Each Party shall notify the other if it becomes aware of any infringement of Licensed IP. The Parties shall consult with each other with respect to any action to be taken by either or both Parties in respect of the infringement. In relation to any such action, each shall (a) provide all reasonable assistance to the other Party, but without obligation to incur expense; (b) keep the other Party informed of progress and provide copies of correspondence and documents; and (c) not compromise the commercial position or Intellectual Property rights of the other Party or agree to settle any action without the prior written agreement of the other Party.

4. Sublicensing

- 4.1 Any sublicenses of Licensed IP must be consistent with this Agreement and will end with termination of the Licence under this Agreement.

- 4.2 The parties agree that the Licensor will receive a fair share of revenues received by the Licensee from sublicensing Licensed IP, as set out in Item 5 of the Details.
- 4.3 The Licensee remains at all times responsible for the operations of its sublicensees relevant to this Agreement as if the operations were carried out by the Licensee.
- 4.4 The Licensee will provide a copy of sublicense agreements and any modifications to the Licensor as soon as reasonably practical after execution or modification.

5. Publications and Announcements

- 5.1. A Party may make a publication or presentation (including but not limited to media or advertising) based on, or referring to the Licensed IP subject to not disclosing any Confidential Information of the other Party. The publication or presentation will acknowledge that the IP was developed at the University.
- 5.2. No media statement or announcement concerning this Agreement shall be made unless approved by both Parties or is required by law.

6. Improvements and Modifications

- 6.1. Each Party shall notify the other of improvements or modifications to the Licensed IP. Intellectual Property in patentable improvements and modifications of Licensed IP shall automatically vest in the Party making that improvement or modification. Intellectual Property in non-patentable improvements and modifications of Licensed IP made by either Party shall automatically vest in the Licensor and shall be included as Licensed IP under this Agreement.

7. Use of Names and Logos

- 7.1 Use by the Licensee of the names or trademarks of the Licensor or the University or their respective personnel, including in any advertising or promotional material or publicity release relating to the Licensed IP or Products, requires the Licensor's prior written consent.

8. Confidentiality

- 8.1 A Party must not disclose any Confidential Information, or the provisions of this Agreement, to any person except:
 - (a) with the consent of the providing Party;
 - (b) to the extent necessary to enforce its rights and carry out its obligations under this Agreement;
 - (c) to its Personnel; and
 - (d) as required by an applicable law, after first consulting with the other Party about the form and content of the disclosure; andin all cases must use its best endeavours to ensure that all permitted disclosures are kept confidential.
- 8.2 A Party's duty of confidence does not extend to such of the Confidential Information as the Party can prove:
 - (a) was previously known by the Party;
 - (b) is or becomes public knowledge other than by breach of this Agreement;
 - (c) is acquired from a third party having no obligation of confidentiality to the disclosing Party;
 - (d) is independently developed by the Party without reliance on or use of the Confidential Information; or
 - (e) is required by law to be disclosed.
- 8.3 Each Party acknowledges that the Confidential Information of a Party is valuable and will take all necessary steps to protect Confidential Information from unauthorised disclosure.
- 8.4 A Party that receives Confidential Information ('Recipient') from another Party ('Discloser') agrees that it will only use Confidential Information for the purposes of this Agreement and will
 - (a) keep the Confidential Information confidential and secret;
 - (b) not disclose the Confidential Information to any person except in accordance with this Agreement, unless with the Discloser's prior written consent;

- (c) use the Confidential Information only to the extent necessary for the purposes of this Agreement and not for any other purpose;
- (d) take proper and effective precautions to prevent persons from accessing any of the Confidential Information;
- (e) notify the Discloser immediately it becomes aware of any person using the Confidential Information other than for the purposes of and in accordance with this Agreement; and
- (f) only disclose Confidential Information to those of its employees, contractors or agents who have a need to know the Confidential Information for the purposes of this Agreement, and who have been informed of and have agreed to be bound by the obligations of that Party pursuant to this Agreement.

8.5 All documents and other materials containing the Discloser's Confidential Information will be returned to the Discloser immediately upon written request.

8.6 The obligations imposed upon a Party by this clause shall not apply where:

- (a) that Party has received the prior written permission of the other Party with respect to the disclosure of that Confidential Information;
- (b) the Confidential Information has been disclosed in the process of patent protection of Licensed IP pursuant to clause 3;
- (c) the Confidential Information is disclosed as required by law provided that the disclosing Party discloses the minimum Confidential Information required and immediately inform the other Party of such disclosure.

8.7 The obligations of confidentiality imposed on a Party by this clause 8 will survive the termination of this Agreement.

9. Reports, Records and Payments

9.1 The Licensee shall provide written reports detailing Gross Sales, Licence Payments, commercialisation of Licensed IP and Products, progress with Milestones, and other information as specified in Item 8 of the Details or reasonably required by the Licensor in relation to this Agreement. Unless otherwise provided in Item 8, reports shall be half-yearly, within 30 days after each period ending on the last days of June and December in each year).

9.2 The Licensee shall:

- (a) keep (and ensure its sub-licensees keep) records and accounts containing information reasonably necessary for calculation and verification of amounts payable and for reporting under this Agreement (including efforts to commercially apply the Licensed IP) and shall, if requested by the Licensor from time to time at the Licensor's cost, provide copies of such information; and
- (b) permit the Licensor or its representative (including an independent accountant appointed by the Licensor at Licensor's expense) to inspect and take copies of the Licensee's records and accounts to the extent necessary to verify reports and payments under this Agreement.

9.3 Any error or discrepancy in the Licensee's records or accounts shall be promptly amended. If any amount payable to the Licensor has been underpaid, by more than 2%, unless the Licensor determines otherwise, the expenses of the inspection, the overdue amount and accrued interest pursuant to clause 15.2 shall be immediately payable.

9.4 The Licensee shall ensure that the Licensor has similar rights as provided in this clause 9 with respect to any sub-licensee of Licensee.

10. Risk and Liability

10.1 All express and implied terms, conditions and warranties which might otherwise apply to, or arise out of this Agreement are excluded, other than as expressly set out this Agreement or which cannot be lawfully excluded. For the avoidance of doubt, nothing in this Agreement is to be construed as a representation or warranty by the Licensor that (a) use of Licensed IP will not infringe any third party Intellectual Property rights; (b) any patent application for Licensed IP will be granted; or (c) that any registration of Licensed IP will not subsequently be declared invalid or cease.

- 10.2 The Licensee is solely responsible for all risks associated with manufacture and use of Licensed IP and Products by the Licensee or its customers, suppliers, sublicensees and any other person accessing Licensed IP or Products through the Licensee, and the Licensor makes no representations or warranties in this regard. The Licensor shall not be liable for any loss, damage or liability (including special, indirect, consequential or incidental loss) howsoever arising in connection with use of Licensed IP or Products by any person.
- 10.3 The Licensor's liability under or in connection with this Agreement for any and all damage, loss or liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, is excluded. To the extent to which liability cannot be lawfully excluded, the Licensor's liability under or in connection with this Agreement including liability for any condition or warranty implied by law, for any and all damage, loss or liability, whether in contract or tort (including negligence), for breach of statutory duty or otherwise, is limited to the total Royalty and other Licence Payments paid by the Licensee during the preceding 3 year period.

11. Indemnity and Insurance

- 11.1 The Licensee releases and indemnifies (and will keep indemnified) the Licensor and the University from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or damage suffered by any of those indemnified, arising from any claim, demand, action or proceeding by any person against any of those indemnified, in connection with commercialisation of the Licensed IP and Products by the Licensee or its sublicensees. This indemnity is cumulative upon and in addition to any other right or remedy available to a party.
- 11.2 Each Party warrants that it will maintain, at its own cost, adequate relevant insurances as appropriate in connection with its activities under this Agreement. Each Party shall provide certificates of currency for all relevant insurances upon request by the other Party.

12. Disputes

- 12.1 Any unresolved dispute between the Parties must be referred to, and determined by a mediator. If the Parties are unable to resolve a dispute between themselves within a period of 30 days of the dispute arising, the Parties will agree an appropriate mediator to mediate the dispute, or failing agreement on a mediator within 7 days of the end of the 30 day period, the President of the Law Society of South Australia shall appoint a mediator and the costs shall be borne equally unless otherwise determined by the mediator. Nothing in this clause shall prevent any Party from seeking urgent interlocutory relief from a court.

13. Termination

- 13.1 For Unauthorised Use: The Licensor may terminate this Agreement with immediate effect by written notice to the Licensee where it determines in its reasonable discretion that the Licensee has used or is intending to use Licensed IP other than for the Purpose
- 13.2 For Breach: If a Party breaches this Agreement (other than as contemplated by clause 13.1) and does not remedy the breach within 14 Business Days of being notified by the other Party, the other Party may terminate this Agreement, with immediate effect, by written notice.
- 13.3 For Insolvency: A Party may terminate this Agreement, with immediate effect, by notice to the other Party, if the other Party enters into any form of Insolvency.
- 13.4 Surviving rights: Termination or expiry of this Agreement does not affect the accrued rights and remedies of the Parties. Provisions of this Agreement intended to survive termination or expiry will remain in full force and effect following the termination or expiry of this Agreement.

14. Notices

- 14.1 Any notice given under this Agreement must be in writing and must be delivered by post or hand or transmitted by email, to the address of the relevant Party specified in clause 14.3 or as last notified in writing by the Party to whom the notice is directed.
- 14.2 Notices will be taken to be duly given, in the case of:
- (a) delivery in person - when delivered;
 - (b) delivery by post - 2 Business Days after the date of posting; and
 - (c) delivery by email - deemed to be received by the recipient on the date and at the time that the intended sender's information system shows that the notice has been successfully transmitted to the email address of that recipient.

If the result under this clause 14 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

14.3 Notice address details of each Party:

Licensor: UniSA Ventures Pty Ltd
Address: GP1-15, Mawson Lakes Campus, Mawson Lakes, SA 5095
Postal address: PO Box 546, Salisbury South, SA 5106
Attention: Bruce Tilbrook, Company Secretary
Telephone: (08) 8302 5312
Email: bruce.tilbrook@unisa.edu.au

Licensee: *[insert name]*
Address: *[insert address]*
Postal address: *[insert postal address]*
Attention: *[insert name/position]*
Telephone: *[insert phone number]*
Email: *[insert email address]*

15. Currency, Invoicing, Interest and GST

15.1 Currency and Invoicing: All payments by the Licensee to the Licensor shall be paid in Australian dollars in accordance with the Licensor's invoice payment terms.

15.2 Interest: In the event any payment is not made as specified herein, then in addition to the amounts due and unpaid, the Licensee shall, if the Licensor requires, pay interest thereon for the period of default, calculated daily at the rate of the National Australia Bank Indicator Lending Base Rate current on the relevant date.

15.3 GST: Except where express provision is made to the contrary, and subject to this clause, any amount payable under this Agreement is exclusive of GST. If one Party (Payee) makes a Taxable Supply in relation to this Agreement for a consideration that represents its Value, then the other Party (Payor) must also pay at the same time and in the same manner as the Value is payable, the amount of any GST in respect of that Taxable Supply. The Payee's right to payment under or in relation to this Agreement is subject to a valid Tax Invoice, or an adjustment note as appropriate, being given to the Payor. Capitalised expressions in this clause have the same meaning as those expressions in the GST Act.

16.1 Miscellaneous

16.1 Definitions and Interpretation: The defined terms and interpretation rules in Schedule 1 shall apply to this Agreement.

16.2 Amendment: No amendment or variation of this Agreement is valid or binding on a Party unless made in writing executed by both Parties.

16.3 Severance: Any provision of this Agreement that is or becomes invalid, unlawful, void or unenforceable shall be capable of severance without affecting the validity of any remaining provisions.

16.4 Counterparts: This Agreement may be executed in counterparts, all of which taken together constitute one document. An executed counterpart may be delivered by any electronic means.

16.5 Relationship: Nothing in this Agreement or in the relationship of the Parties will, without more, constitute any partnership, joint venture, employer / employee or agency relationship between the Parties and no Party has any authority to bind any other Party except with the express written approval of that other Party.

16.6 This Agreement shall be binding upon the Parties and their successors and permitted assigns.

16.7 Assignment: The Licensee may not assign this Agreement, or any right or obligation under it, without the prior written consent of the Licensor.

16.8 No waiver: A waiver is not valid or binding on the Party granting that waiver unless made in writing. A Party's failure to exercise, or delay in exercising any right, power or remedy shall not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that, or any other right, power or remedy.

- 16.9 Entire agreement: This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between them in connection with it.
- 16.10 Costs: Each Party shall bear its own costs in relation to the negotiation, preparation and execution of this Agreement.
- 16.11 Governing Law and jurisdiction: This Agreement is governed by the laws of South Australia and the Parties submit themselves to the exclusive jurisdiction of the courts of South Australia for all proceedings arising from this Agreement.
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SCHEDULE 1 - DEFINITIONS and INTERPRETATION

1. Definitions

In this Agreement:

Agreement means the provisions of this Agreement and includes the Recitals, the Licence Details, the Annexure 'A' General Terms, this Schedule 1 and any other annexures and schedules and all amendments and variations made in writing from time to time.

Business Day means a day other than a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the date of commencement of the Licence, specified in Item 1 of the Details.

Confidential Information means regardless of the form of disclosure or the medium used to store it, any information that by its nature is confidential, or is designated by a Party as confidential, or the recipient knows or ought to know is confidential, or is imparted in circumstances of confidence by the discloser to the recipient, or otherwise through the recipient's involvement with the discloser, and includes without limitation:

- (a) all information contained in any unpublished provisional patent application or trade secret that is comprised in Licensed IP;
- (b) the provisions of this Agreement;
- (c) all information, notes and copies generated by any person based on the discloser's Confidential Information; and
- (d) confidential disclosures made by the discloser's Personnel and Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)).

Gross Sales means total revenue and/or the value of equity or other valuable consideration received by the Licensee as a result of using, selling, making, having made, providing, or sublicensing or otherwise commercialising any Licensed IP and/or Products, less credits and returns, discounts, freight and shipping, sales taxes and GST applicable to the sale (but not any tax based on income and any withholding tax) (to be converted into Australian dollars for the payment in accordance with clause 15.1).

GST means tax that is payable or imposed as goods and services tax under the GST Act; and **GST Act** means the act titled *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency means if a party:

- (a) stops or suspends or threatens to stop or suspend payment of its debts;
- (b) becomes insolvent, has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made, or other steps taken for its winding up, deregistration or dissolution or for an arrangement, compromise or composition with, or assignment for the benefit of any of its creditors; or
- (c) if anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property or **IP** includes all statutory and other proprietary rights including but not limited to copyright, all rights in relation to inventions (including registered and not yet registered patent rights), plant varieties, circuit layouts, registered and unregistered trademarks, designs, and the right to have Confidential Information (including trade secrets and know-how) kept confidential and all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields;

Licence means the licenced rights granted under clause 2 of this Agreement;

Licensed IP means the IP described in Item 3 of the Details;

Licence Payment means any royalty or other amount payable under this Agreement by the Licensee to the Licensor in consideration of the Licence as set out in Item 5 of the Details.

Milestones means the milestones set out in Item 7 of the Details.

Party means a party to this Agreement.

Patent Costs means fees, costs and duties (including patent attorney and legal fees) of and incidental to the protection of Licensed IP, including for application, registration, examination, maintenance, amendment, administration, renewal, opposition, enforcement or infringement action in relation to an application or grant of patent or other form of registered IP.

Personnel means a Party's employees, officers and professional advisers, and with respect to Licensor, also includes employees and students of the University of South Australia participating in discussions or engaged in research to which this Agreement relates.

Product means any product, process, service, material (including compositions), device, technique, method or invention relating to or based on or derived from Licensed IP.

Purpose means the purpose of the Licence, specified in Item 4 of the Details.

Royalty means the royalty payable by the Licensee under this Agreement, specified in Item 5 of the Details.

Term means the term of this Agreement, specified in Item 2 of the Details.

University means the University of South Australia.

2. Interpretation:

In this Agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') shall include a corporation, firm, authority, unincorporated association or instrumentality;
- (b) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of the word or phrase shall have a corresponding meaning;
- (c) the singular includes the plural and conversely and a word importing a gender includes each other gender
- (d) a reference to this Agreement shall be a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (e) a reference to a Party shall include that Party's successors and permitted assigns;
- (f) if any time limit pursuant to this Agreement falls on a day which is not a Business Day, that time limit shall be deemed to have expired at the same time on the next Business Day;
- (g) a reference to a clause, Recital, Schedule or Annexure shall be to a recital in, or a schedule or annexure attached to, this Agreement, and a reference to an Item is a reference to an item in the Licence Details.
- (h) the Recitals, Licence Details, Annexures and Schedules shall form part of this Agreement;
- (i) a reference to a statute, proclamation, regulation or order shall include all amendments and revisions made to it from time to time and any statute, proclamation, regulation or order brought into operation in substitution of it or incorporating any of its provisions or made under it from time to time;
- (j) a reference to a party's determination, satisfaction, consent, agreement, authorisation or approval shall mean its determination, satisfaction, consent, agreement, authorisation or approval in its absolute discretion;
- (k) the meaning of general words or provisions shall not be limited by reference to specific matters that follow them (for example, introduced by words such as 'including' or 'in particular' or 'further to');
- (l) if a party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party, an obligation of those persons is several (and not joint or joint and several), a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- (m) any headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.

SCHEDULE 2 - LICENSEE FINANCIAL REPORTING

Date:

Licensee:

Licensor: UniSA Ventures Pty Ltd
Email: unisaventures@unisa.edu.au

Our Reference: Project _____

The Licence Agreement dated _____ between the above parties requires the Licensee to provide royalty reports each 6 months to the Licensor. These reports are required within 30 days of the end of June and December each year.

Half yearly report for period: _____

Number of Licensed Products sold: _____

Licensee Gross Sales for period: _____

Sub-Licence Income for the period: _____

Other Licence Income this period: _____

Milestone Payments this period: _____

Total Commercialisation Income this period: _____

Royalties due to UniSA Ventures: _____

The Licensee is required to keep accurate records relating to the sale and sub-licensing of licensed products, or the use of the licensed process, for the purpose of calculating royalties and other payments due under the Licence Agreement.

The Licensor reserves the right to enter the Licensee's premises for the purpose of auditing the Licensee's records and accounts to the extent necessary to verify these reports and royalty calculations under the Licence Agreement.

