



## **TAKAMUL TECHNOLOGY TRANSFER OFFICE TERMS AND CONDITIONS**

These Terms set out the basis on which the Technology Transfer Office (TTO) of the Abu Dhabi Technology Development Committee (TDC) may agree to provide Support to an Applicant to help them realize commercial value of their Technology. Support is provided to an Eligible Applicant free of charge but at the discretion of TDC.

Support may be provided to an Applicant through TTO Experts. Information provided by the Applicant to TDC may be shared with such TTO Experts. Information provided to TDC in the Application Form will not be shared with the TTO Expert until:

- TDC provides the Applicant with the identity of the TTO Expert; and
- TDC agrees with the Applicant what details of the proposed work to be carried out by the TTO Expert in respect of the Support requested may be disclosed to the TTO Expert; and
- the TTO Expert and the Applicant have entered into a confidentiality agreement acceptable to the TTO Expert and the Applicant (and TDC will provide the Applicant with a draft confidentiality agreement for the Applicant to use if necessary).

Active Participation is required from Applicants, once selected by TDC to receive Support. Failure of an Applicant to Actively Participate may lead to the Applicant being required to pay for the Support as set out under Clause 7 of these Terms.

Each Applicant is free to seek services similar to or the same as the Support from any third party service provider. Consequently, TDC shall not be liable to an Applicant for any loss suffered by them arising from:

- the Applicant's agreement to these Terms; or
- acceptance of the Support; or
- reliance upon the Support.

There are three key Schedules to these Terms which set out the Support that TDC can provide:

- **Schedule 1** - Initial Technology Assessment
- **Schedule 2** - Commercialisation Deep Dive
- **Schedule 3** - Commercialisation Consultancy

### **1 Definition and Interpretation**

1.1 In these Terms, the following words and expressions will have the following meanings unless the context otherwise requires:

**"Academic Institution"**

means:

a higher education organisation which operates from a registered address which is located in the UAE that is accredited by:

- the CAA or
- the KHDA; or
- such other authority responsible for the accreditation of higher education organisations provided such authority is recognised by the Ministry;

**"Active Participation"** means:

- attending the Interview with TDC or the TTO Expert at the agreed time and location (or otherwise cancelling the Interview no less than fourteen (14) days before the date scheduled for the Interview); and
- providing any information required in the Application Form (or any additional information requested by TDC (or by a TTO Expert); and
- undertaking the Supporting Requirements;

and **"Actively Participating"** shall be interpreted accordingly;

**"Affiliate"** means in relation to any party any entity that directly or indirectly Controls or is Controlled by or is under common Control with such party;

**"Applicant"** means a party that submits an Application Form to TDC;

**"Application Form"** means the application form by which an Applicant applies for Support from TDC (available from the Takamul Website or upon request);

**"CAA"** means the Commission for Academic Accreditation established by the Ministry of Higher Education and Scientific Research in the UAE (or such other name as that entity may be known);

**"Commercial Organisation"** means an organisation which has a registered address located in the United Arab Emirates that is:

- established according to UAE Company Law (Law No. 8 of 1984 as amended); or
- incorporated pursuant to the regulations of a free zone authority established according to the Laws of the United Arab Emirates; or
- is otherwise established according to Laws of the United Arab Emirates;

and which excludes an Academic Institution;

**"Commercialisation Partners"** means a potential licensee or customer of the Technology identified by the Applicant or by or on behalf of TDC during the provision of the Support;

<b>"Co-Owned"</b>	has the meaning given to it in Clause 5.2(a)(i);
<b>"Control"</b>	means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another party whether through the ownership of voting shares, by contract or otherwise;
<b>"Eligible"</b>	has the meaning given to it in Clause 2.2
<b>"Government Organisation"</b>	means a UAE government ministry, council, committee, authority or department (whether federal, regional or Emirate) established according to the Laws of the UAE (and which excludes a Commercial Organisation or an Academic Institution);
<b>"Individual"</b>	means a holder of a valid United Arab Emirates passport who is currently residing in the United Arab Emirates;
<b>"Interview"</b>	means the interview(s) to be conducted by TDC (and/or with the TTO Expert): <ul style="list-style-type: none"><li>• to assess the Technology for which Support has been requested;</li><li>• to be scheduled at a mutually acceptable time to both parties within four weeks of submission of the Application Form to TDC (unless such deadline is otherwise extended by TDC upon request to TDC);</li><li>• which will take place during usual working hours in Abu Dhabi on a day that is not a weekend or public holiday in the United Arab Emirates;</li><li>• at the offices of TDC (unless otherwise agreed by TDC in its sole discretion);</li></ul>
<b>"KHDA"</b>	means the Knowledge and Human Development Authority established according to Law No. (30) of 2006 (or such other name as that entity may be known);
<b>"Laws"</b>	means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any governmental or administrative authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
<b>"Ministry"</b>	means the Ministry of Higher Education and Scientific Research (or such other name as that entity may be known);
<b>"Preconditions"</b>	means those Preconditions to be fulfilled by the Applicant before TDC will provide Support to the Applicant as set out in the each of the Schedules;

<b>"Support"</b>	means the assistance requested by and provided to the Applicant (and not to any third party) in an Application form by reference to one of the Schedules;
<b>"Supporting Requirements"</b>	means: <ul style="list-style-type: none"><li>• fulfilling the Preconditions</li><li>• undertaking such additional requirements as are set out in each of the Schedules;</li><li>• providing any documents required to show that an Applicant is Eligible (including any trade licences); or</li><li>• providing any documents requested under these Terms.</li></ul>
<b>"Takamul Website"</b>	means the website <a href="http://www.takamul.gov.ae">www.takamul.gov.ae</a> (or such other website as TDC may designate from time to time);
<b>"TDC"</b>	means the Abu Dhabi Technology Development Committee established by Executive Council Decision No. 19 of 2009;
<b>"TDC Reference Number"</b>	means the reference number given by TDC;
<b>"Technology"</b>	means the technology for which the Applicant has applied for Support as set out in the Application Form;
<b>"Terms"</b>	means these terms and conditions;
<b>"TTO"</b>	means the Technology Transfer Office of TDC;
<b>"TTO Experts"</b>	means third party experts in technology transfer engaged by TDC, (in its absolute discretion) who will assist TDC to provide all or any part of the Support to an Applicant; and
<b>"UAE"</b>	means the United Arab Emirates;

## 2 Eligibility and Agreement to these Terms

2.1 The submission of an Application Form to TDC by an Applicant that is Eligible constitutes an Applicant's acceptance of these Terms.

2.2 The following parties are Eligible:

- (a) Commercial Organisations;
- (b) Individuals;
- (c) Academic Institutions; and
- (d) Government Organisations.

2.3 TDC does not accept Application Forms from a party that is not Eligible.

2.4 An Academic Institution may make an application for Support on behalf of one of its Affiliates provided that its Affiliate is not a Commercial Organisation and that such Affiliate has a registered address in the United Arab Emirates.

2.5 An Applicant shall provide evidence that it is Eligible, if it is requested to do so, to the satisfaction of TDC, in order to receive the Support. The evidence shall be provided within 14 days of such written request, including a request made by email (unless such deadline is otherwise extended by TDC upon request to TDC).

### 3 **Application Process**

3.1 An Applicant must:

- (a) complete an Application Form; and
- (b) fulfil the Supporting Requirements;

in respect of each application for Support to TDC.

3.2 One Application Form must be submitted for each request for Support set out in each Schedule. An Applicant may only seek Support under one Schedule at a time (provided that it is submitted by an Applicant that is Eligible).

3.3 An Applicant shall become entitled to receive Support according to these Terms upon receipt of unconditional, written notice from TDC agreeing to provide Support. The Applicant shall receive the Support upon receiving written acceptance from TDC.

3.4 An Applicant shall not be entitled to all or any part of the Support if the application by the Applicant is rejected by TDC.

3.5 TDC may accept or reject the application for Support at its sole discretion. TDC shall decide in its absolute discretion whether or not an Applicant may receive all or any part of the Support.

3.6 TDC shall provide the Applicant with a TDC Reference Number in respect of each application for Support.

3.7 The receipt by TDC of any documents or information (including via the Application Form or during the Interview) from an Applicant does not constitute TDC's acceptance of or acquiescence to anything stated in those documents or any information contained in those documents.

### 4 **Support**

4.1 TDC may, at its discretion, request that the Applicant provides evidence of its:

- (a) ownership of the Technology; and
- (b) right to commercialise the Technology; and
- (c) rights to disclose information in respect of the Technology;

before it provides or agrees to provide Support (such evidence to be provided within 5 business days (unless such deadline is otherwise extended by TDC upon written request to TDC)).

4.2 The Applicant acknowledges that any part of the Support may be provided on behalf of TDC by TTO Experts subject to conditions of confidentiality as set out in Clause 8.

- 4.3 The Support provided shall be provided as set out in each of the Schedules.
- 4.4 A Commercial Organisation that is:
- (a) incorporated pursuant to the regulations of a free zone authority (established according to the Laws of the United Arab Emirates) shall only receive Support if, at the time of the application to TDC, it employs:
    - (i) the Individual who has created the Technology; or
    - (ii) at the discretion of TDC, an Individual who has directly or indirectly contributed to the research responsible for the creation of the Technology disclosed in the Application Form; or
  - (b) established according to Company Law (Law No. 8 of 1984 as amended) may receive Support provided that it fulfils the requirements in these Terms unless:
    - (i) it is a branch or representative office of a company established under the Laws of a jurisdiction outside the United Arab Emirates, in which case TDC may agree to provide Support subject to Clause 4.4.
- 4.5 TDC may, at its sole discretion, agree to provide Support to a Commercial Organisation:
- (a) which no longer employs:
    - (i) an Individual who has created the Technology; or
    - (ii) an Individual who has directly or indirectly contributed to the research responsible for the creation of the Technology disclosed in the Application Form; or
  - (b) which is a branch or representative office of a company established under the Laws of a jurisdiction outside the United Arab Emirates.
- 4.6 In order to receive Support, a Commercial Organisation shall provide a copy of its trade licence or any other licence that permits it to operate in the United Arab Emirates and shall, if requested by TDC provide (i) details of shareholders with a shareholding of 49% or more in the Commercial Organisation or (ii) where there are no shareholders, details of any party with the right to exercise Control over the Commercial Organisation.
- 4.7 An Academic Institution shall receive Support provided that:
- (a) it owns the Technology which is disclosed in the Application Form; or
  - (b) has the right to:
    - (i) commercialise the Technology; and
    - (ii) disclose information in respect of the Technology.
- 5 Partially Owned Technology**
- 5.1 TDC may, in its absolute discretion, provide Support to an Applicant that partially owns the Technology disclosed in the Application Form with a party that is not Eligible. TDC may provide Support in respect of the Technology providing that the Eligible Party:
- (a) confirms and accepts that it is solely responsible for all of the obligations under these Terms (including in respect of Active Participation with the TDC); and

- (b) is the primary recipient of the Support.
- 5.2 In order to receive Support, where the Applicant does not wholly own the Technology, the Applicant must confirm in writing:
- (a) that the Technology is either:
- (i) jointly and severally owned (“**Co-Owned**”) between the parties; or
- (ii) where the Technology is not Co-Owned, that the:
- (A) Applicant owns, controls or possesses 50% or higher share of the Technology; and
- (B) Applicant discloses what share of the Technology is owned by the Applicant; and
- (b) the identity of the other owner(s); and
- (c) the consent of the other owner(s) to receive the Support under these Terms.
- 5.3 An Applicant may be required to provide evidence that it fulfils the requirements of TDC as to ownership set out in this Clause 5 before TDC agrees to Support for partially owned Technology. The confirmation shall be provided with 28 days (unless such deadline is otherwise extended by TDC upon request to TDC).
- 6 **Warranties**
- 6.1 The Applicant warrants, covenants and undertakes to TDC that:
- (a) it is Eligible;
- (b) it has all the rights necessary to receive Support;
- (c) it has the right to disclose the information set out in the Application Form to TDC;
- (d) it shall Actively Participate with the TDC, once the TDC has agreed to provide Support;
- (e) it acknowledges, agrees and has the right to consent to TDC disclosing the information in the Application Form (or as otherwise provided to TDC) to TTO Experts and/or to Commercialisation Partners for the purposes of providing the Support (on the basis set out in these Terms);
- (f) at the time of submitting the Application Form to TDC, the Applicant wholly owns the Technology which is the subject of the Application Form (other than to the extent it is a partially owned Technology) and shall continue to own the Technology during the period in which Support is provided;
- (g) it shall inform TDC if it exercises its right to licence, assign or otherwise commercialise the Technology which is the subject of the Application Form to a third party after TDC has agreed to provide Support but before all the Support has been provided;
- (h) it fulfils the requirements to receive Support set out in Clause 5 if it partially owns the Technology;



- (i) it will not, nor will any of its representatives, accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with these Terms and will ensure that its employees, agents and subcontractors (including TTO Experts and Commercialisation Partners) will not accept or give any such commission, gift, benefit or inducement, and will immediately give TDC details of any such commission, gift, benefit or inducement which may be offered;
- (j) insofar as it is a Commercial Organisation, it has been duly incorporated, organised and/or established according to the Applicable Laws and its incorporation, organisation or establishment is valid and lawful under the governing law of these Terms; and
- (k) it shall perform each of its obligations under these Terms within the time limits specified (or any extension of such time limits permitted by TDC) or where not specified in a timely and professional manner.

## 7 Liability

7.1 The Applicant agrees that:

- (a) if, at TDC's discretion, the Applicant is deemed to not be Actively Participating; or
- (b) if:
  - (i) the Applicant seeks Support from TDC; and
  - (ii) the Applicant agrees for the information in the Application Form to be disclosed to the TTO Expert or a Commercialisation Partner (subject to the remainder of these Terms) but subsequently the Applicant no longer wishes to receive the Support for any reason, and TDC has incurred costs or expenses, then:

the Applicant shall reimburse such costs and expenses up to a maximum amount as set out below:

- (c) AED 8,000 for Support under Schedule A;
- (d) AED 60,000 for Support under Schedule B; and
- (e) AED 7,500 per day of Support provided under Schedule C.

7.2 Every Applicant is free to seek services similar to or the same as the Support from any third party service provider. Consequently, TDC shall not be liable to an Applicant for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or otherwise) arising from:

- (a) the Applicant's agreement to these Terms; or
- (b) acceptance of the Support; or
- (c) reliance upon the Support;

irrespective of whether the Support is fully or partially provided. Such limitation of liability shall not apply in cases of fraud, gross negligence, personal death or bodily harm and/or wilful misconduct on the part of TDC.

7.3 The Applicant shall defend, hold harmless and indemnify TDC, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property



of, or injury to or death of, any person) and expenses suffered or incurred by TDC or its directors, officers, employees and agents arising from or in connection with:

- (a) any wilful or negligent act or omission by the Applicant or its officers, directors, employees, agents or subcontractors; and/or
- (b) any breach by the Applicant of these Terms, the Applicable Laws arising directly or indirectly out of the performance or non-performance by the Applicant of its obligations under these Terms (including without limitation any warranty or representation given whether expressly or impliedly);
  - (i) including, but not limited to:
    - (A) the Applicant's ownership of the Technology which is the subject of the Application Form;
    - (B) the Applicant's right to disclose the information to TDC in respect of the Technology; and
    - (C) the Applicant's agreement and consent to TDC disclosing the details of the Technology as set out in the Application Form (or as otherwise provided to TDC) to the TTO Experts or to Commercialisation Partners (subject to Clause 8).

## 8 Confidentiality

8.1 Subject to Clause 10.1 and except where it would be otherwise unlawful to do so, TDC agrees to keep confidential:

- (a) technical and commercial information relating to the Technology(s) disclosed:
  - (i) in an Application Form;
  - (ii) during the course of an Interview; or
  - (iii) as part of or in connection with the provision and Support for the Technology disclosed in the Application Form;
- (b) personal information provided as part of the Supporting Requirements;

save to the extent that TDC is permitted to disclose technical and/or commercial information relating to the Technology to:

- (c) TTO Experts; or
- (d) Commercialisation Partners;

for the purposes of or during the course of providing the Support to the Applicant.

8.2 TDC agrees that it shall not share any information with a TTO Expert until:

- (a) TDC provides the Applicant with the identity of the TTO Expert; and
- (b) TDC agrees with the Applicant what details of the proposed work to be carried out by the TTO Expert in respect of the Support requested may be disclosed to the TTO Expert; and

- (c) such TTO Expert and the Applicant have entered into a confidentiality agreement acceptable to the TTO Expert and the Applicant.
- 8.3 TDC agrees that it shall not share any information with a Commercialisation Partner until:
- (a) the Applicant and TDC agree what information should be shared with the Commercialisation Partner;
  - (b) the Applicant and TDC agree on the identity of the Commercialisation Partner; and
  - (c) at the Applicant's request, the Commercialisation Partner has entered into a confidentiality agreement with the Applicant which is acceptable to the Applicant.
- 8.4 The Applicant agrees to keep confidential, except where it would be otherwise unlawful to do so:
- (a) all information provided by TDC or its Affiliates (including TTO Experts) regarding or in connection with the Support to be provided to the Applicant in respect of the Supported Patent Application (save for the legitimate purposes of processing, acting upon or recording the Support received); or
  - (b) the affairs of TDC or its Affiliates or its subcontractors (including TTO Experts) which:
    - (i) is obtained by the Applicant in writing or orally, through or following discussions with TDC (or its Affiliates or its subcontractors (including TTO Experts)); or
    - (ii) is acquired by observation or attendance by representatives of the Applicant at the offices or other premises of TDC (or its Affiliates or its subcontractors (including TTO Experts));
- which in either case is supplied by or on behalf of TDC (or by its Affiliates or subcontractors (including TTO Experts)) to the Applicant in writing or orally.
- 8.5 Clauses 8.1, 8.2 and 8.3 shall not apply to any information which:
- (a) is already in the public domain;
  - (b) is already in the lawful possession of the recipient party and free from any obligation of confidentiality; or
  - (c) subsequently comes lawfully into the possession of the recipient party from a third party where such third party does not owe an obligation of confidence to the disclosing party.
- 8.6 Confidential information under this Clause 8 may be disclosed to the extent that disclosure is required by law, regulation or any governmental or competent regulatory authority, provided that where the Applicant is required to disclose such confidential information such disclosure is made with the permission of TDC (or its Affiliates) (such permission not to be unreasonably withheld or delayed).
- 8.7 This Clause 8 shall remain in full force and effect notwithstanding any termination or expiry of these Terms.

## 9 Term And Termination

9.1 TDC shall be entitled to terminate these Terms without cause at any time on giving the Applicant not less than seven days' prior written notice of termination.

9.2 Subject to Clause 7.1, the Applicant shall be entitled to refuse to accept the Support from TDC save that Clause 7.1 shall apply to the extent that TDC has incurred expenditure in providing such Support which the Applicant no longer wishes to receive.

9.3 TDC shall be entitled to terminate these Terms without notice if the Applicant has:

- (a) Materially breached any of its obligations under these Terms;
- (b) Suspended, ceased, or threatened to suspend or cease to carry on all or a substantial part of its business;
- (c) Undergone a change of Control;
- (d) Misrepresented (whether innocently, fraudulently or otherwise) that:
  - (i) it is Eligible in order to obtain Support;
  - (ii) it has the right to disclose the details of the Technology (whether commercial or technical) to TDC; or
  - (iii) it has the right to allow TDC to disclose information regarding the Technology to TDC or to the TTO Experts or to Commercialisation Partners for the purposes of allowing TDC to provide all or any part of the Support;
- (e) Assigned, transferred, created a charge or security over or in respect of or otherwise disposed of any of its rights under these Terms; or
- (f) Breached any of the warranties in these Terms.

9.4 These Terms shall automatically terminate if an application for Support by an Applicant is rejected according to Clause 3.4.

9.5 Upon termination of these Terms, under Clause 9.3, TDC shall not be in any way liable to the Applicant to provide or continue to provide Support or any part thereof incurred by or in respect of the Applicant whether in conjunction with or pursuant to these Terms or otherwise.

9.6 Upon termination, the provisions of these Terms that are intended to apply after termination shall continue to apply.

## 10 Miscellaneous

10.1 TDC shall be allowed to reference or describe the Applicant's participation or involvement in TTO, which may include the use of the Applicant's name in press releases, media stories, the Takamul Website and Takamul marketing materials, provided that any such reference shall not identify or quote the Applicant's representatives nor attribute any statements to such party unless consent is given by the Applicant and its relevant representatives or party. However, in all cases TDC shall endeavour to agree the scope and extent of any such reference or description to the Applicant's participation or involvement in the TTO with that the Applicant.

- 10.2 Nothing in these Terms shall be deemed to constitute a partnership between the parties, nor constitute either party becoming in any way the agent of the other party for any purpose.
- 10.3 These Terms constitute the entire agreement between the parties and supersede all previous agreements between the parties relating to Takamul or any equivalent scheme in respect of the Supported Patent Application. The Applicant acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TDC or by or on behalf of its Affiliates which is not set out in these Terms.
- 10.4 These Terms apply to the exclusion of any other terms that an Applicant seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 10.5 TDC shall deliver any notice or other document under these Terms by post (and only to an address in the United Arab Emirates) or by email to the Applicant at the address set out in the Application Form unless the Applicant informs TDC (by reference to TDC Reference Number) of a change of address or email.
- 10.6 Any Affiliate of TDC may enforce the Terms against an Applicant and in particular any terms which confer a benefit on any Affiliate of TDC such as (without limitation) is set out in Clauses 7, 8, 9 and 10.
- 10.7 Subject to Clause 10.6, a person who is not a party to these Terms shall not have any right under or in connection with them.
- 10.8 These Terms and the relationship between the parties shall be governed by, and construed in accordance with, the laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi, UAE and subject to the exclusive jurisdiction of the courts in the Emirate of Abu Dhabi, UAE.

### **Schedule 1- Initial Technology Assessment**

#### **Pre-Conditions (to be met by Applicant)**

In order to be provided with Support under this Schedule 1 for the Initial Technology Assessment, the Applicant:

- shall complete all relevant parts of the Application Form related to Schedule 1;
- shall be selected by TDC.

#### **TTO's Intended Aim of the Initial Technology Assessment**

For the Initial Technology Assessment, the TTO:

- will assist Applicants to evaluate their Technology;
- will consider what Intellectual Property Rights are in place or could be put in place to protect the Technology (if applicable); and
- will help the Applicant to prioritise how their Technology (or part of their Technology) could be commercialised (if at all).

#### **TTO's Initial Technology Assessment Report**

TDC shall aim to provide an Initial Technology Assessment Report that will assess or consider or provide:

- the strength of the Intellectual Property Rights available or in force that protect the Technology;
- the potential market opportunity for the Technology;
- an estimate of the potential time and resources required to commercialise the Technology;
- possible next steps for commercialization of the Technology;
- a priority rating or ranking to communicate TDC's view of the commercialization potential (including methodology or rationale used to arrive at the priority rating or ranking of the Technology).

#### **Supporting Requirements**

In addition to fulfilling the Pre-Conditions, the Applicant (or the Applicant's representative with knowledge of the technical aspects of the Technology) shall:

- attend the Interview (and any additional necessary Interviews) with TDC/the TTO Expert.

#### **TTO's Intended Time for Delivery**

Provided that the Applicant has completed the Application Form to the satisfaction of TDC and fulfilled the Supporting Requirements, TDC shall:

- provide the Initial Technology Assessment Report;

within four (4) weeks from the date of the final Interview.

## Schedule 2- Commercialisation Deep Dive

### **Pre-Conditions (to be met by Applicant)**

In order to be provided with Support under this Schedule 2 for the Commercialisation Deep Dive, the Applicant:

- Shall complete all relevant parts of the Application Form related to:
  - Schedule 1; and
  - Schedule 2; and
  - shall be selected by TDC.

### **TDC's Intended Aim of the Commercialisation Deep Dive**

For the Commercialisation Deep Dive, TDC or the TTO Expert:

- will assist Applicants to evaluate their Technology;
- will consider what Intellectual Property Rights are in place or could be put in place to protect the Technology;
- will help the Applicant to prioritise how their Technology (or part of their Technology) could be commercialised (if at all);
- will assist the Applicant to explore the commercial potential of the Technology;
- will assist the Applicant to understand:
  - the possibilities for commercialisation of the Technology;
  - the means of commercialisation of the Technology; and
  - the commercial return possible from the Technology; and
- where requested by the Applicant, and to the extent possible, help to facilitate an introduction to potential commercial partners.

### **TDC Commercialisation Deep Dive Report**

TDC shall aim to provide a Commercialisation Deep Dive Report that will assess or consider or provide:

- the strength of the Intellectual Property Rights available or in force that protect the Technology
- the potential market opportunity for the Technology
- an estimate of the potential time and resources required to commercialise the Technology
- possible next steps for commercialization of the Technology.
- an overall assessment of the market potential and readiness level of the selected Technology.
- the unique selling point, value proposition or selling pitch for the Technology to potential

customers

- the identification of specific markets (geographical, field or market) and potential licensees or potential customers ("**Commercialisation Partners**");
- an analysis of comparable deals or agreements in the same sector (i.e. the target/expected royalty percentage) (to the extent that such information is available);
- a suggested method of structuring the commercialization of the Technology;
- a single page summary of the Technology for ease of marketing/introduction of the Technology to Commercialisation Partners;
- the facilitation of an introduction to Commercialisation Partners, at the Applicant's request, to enable an initial commercial discussion to commence with such Commercialisation Partners; and
- a more detailed PowerPoint presentation to be used to introduce the Technology to Commercialisation Partners (approximately 10 slides).

#### **Applicant's Supporting Requirements**

In addition to fulfilling the Pre-Conditions, the Applicant (or the Applicant's representative with knowledge of the technical aspects of the Technology) shall:

- attend the Interview with TDC and/or the TTO Expert; and
- attend any subsequent Interviews requested by TDC with TDC and/or the TTO Expert;
- provide such additional information as may be necessary to provide the Deep Dive Report

#### **TDC's Intended Time for Delivery**

Provided that the Applicant has completed the Application Form to the satisfaction of TDC and fulfilled the Supporting Requirements:

- TDC shall provide the Commercialisation Deep Dive Report

within four (4) weeks from the date of the final Interview.



### **Schedule 3- Commercialisation Consultancy**

#### **Pre-Conditions (to be met by Applicant)**

In order to be provided with Support under this Schedule 3 for the Commercialisation Consultancy, the Applicant:

- Shall complete all relevant parts of the Application Form related to
  - Schedule 1;
  - Schedule 2; and
  - Schedule 3;
  - **Or:**
    - at TDC's discretion and in lieu of providing the information requested in Schedules 1 to 3, have provided evidence of potential for commercialisation equivalent to Schedule 1 and Schedule 2 (such as, by way of example only, a well-developed business plan).
- **And** in all cases shall be selected by TDC.

#### **TDC's Intended Aim of the Commercialisation Consultancy**

For the Commercialisation Consultancy, TDC can:

- represent the technology to prospective Commercialisation Partners;
- act as a central point for the gathering of commercial information in respect of the Technology;
- critically assess, based on the information provided in the Application Form, the key, commercial elements of any proposed agreement to be entered into;
- create " Heads of Terms " that formally set out the agreement that the Applicant wishes to obtain; and
- engage with the Commercialisation Partner to negotiate a commercial deal with the Applicant based on those Heads of Terms.

#### **TDC Commercialisation Consultancy Report**

TDC shall aim to set out in a Commercialisation Consultancy Report that can assess or consider or provide:

- a progress report regarding engagement with prospective licensees;
- the key commercial, points of agreement sought by the Applicant; and
- the Heads of Terms on which the Applicant wishes to base its proposed agreement

#### **Applicant's Supporting Requirements**

In addition to fulfilling the Pre-Conditions, the Applicant (or the Applicant's representative with

knowledge of the technical aspects of the Technology) shall:

- attend the Interview with TDC and/or the TTO Expert;
- attend any subsequent Interviews requested by TDC with TDC and/or the TTO Expert;
- provide such additional information as may be necessary to provide the Report;
- require commitment by the Applicant to ensure that it is available to provide technical information;
- ensure that the TTO is kept up to date and aware of any developments that may affect negotiation with any Commercialisation Partner or third party; and
- participate in and initiate discussions with identified Commercialisation Partners as necessary.

#### **TTO's Intended Time for Delivery**

Provided that the Applicant has completed the Application Form to the satisfaction of TDC and fulfilled the Supporting Requirements:

- TDC shall provide the Commercialisation Consultancy Report and/or Heads of Terms within four (6) weeks from the date of the final Interview although the duration for the completion of the Support offered by TDC under this Schedule 3 may be subject to change depending on the scheduling of meetings with any potential Commercialisation Partner.