

1.1.1 TAKAMUL: TERMS AND CONDITIONS

These Terms set out the basis on which the DED may agree to provide Financial Support to an Applicant for the Filing and Prosecution of a Supported Patent Application.

The DED provides Financial Support for the Filing and Prosecution of utility patent applications at a Patent Office. The Financial Support can also be used for the Filing of a subsequent patent application under Chapter 1 of the Patent Cooperation Treaty within 12 months of the Filing of the Supported Patent Application at a Patent Office.

There are three, key Schedules to these Terms:

- **Schedule 1** sets out the amount of Financial Support available;
- **Schedule 2** sets out what the DED means by Filing and Prosecution; and
- **Schedule 3** sets out how the DED will reimburse that Financial Support to you.

2 Definition and Interpretation

2.1 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 that is accredited by: <ul style="list-style-type: none">• 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; and which operates from a registered address which is located in the UAE;
"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 the DED;
"Application Form"	means the application form by which an Applicant applies for Financial Support from the DED (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 (and which excludes an Academic Institution) that is: <ul style="list-style-type: none">• 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;

and which excludes an Academic Institution

"Co-Owned"	has the meaning given to it in Clause 6.2(a)(i);
"Control"	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;
"Eligible"	has the meaning given to it in Clause 2.2
"Financial Support"	means the financial support as set out in Schedule 1 ;
"Filing"	means the process set out in Schedule 2 (and File and Filed shall be construed accordingly);
"Government Organisation"	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);
"Individual"	means a holder of a valid United Arab Emirates passport who is currently residing in the United Arab Emirates;
"Interview"	means the interview to be conducted by the DED with the inventor of the invention disclosed in the Application Form: <ul style="list-style-type: none">• to assess the invention and its patentability;• to be scheduled at a mutually acceptable time to both parties (within four weeks of submission of the Application Form to the DED (unless such deadline is otherwise extended by the DED upon request to the DED));• 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;• at the offices of the DED (unless otherwise agreed by the DED in its sole discretion);
"KHDA"	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);
"Laws"	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;
"Ministry"	means the Ministry of Higher Education and Scientific Research (or such other name as that entity may be known);
"Patent Office"	means a national patent office or a regional patent office that receives and processes patent applications for a jurisdiction which is a party to the PCT at the time that the Application Form is submitted to the DED but which does not include such patent

	office to the extent that it is acting in its capacity as a PCT Receiving Office for the purposes of Chapter I of the PCT;
"PCT"	means the Patent Cooperation Treaty;
"PCT Receiving Office"	means a patent office that receives or processes international patent applications filed according to Chapter I of the PCT or to the extent that it is acting in its capacity as a patent office that processes international patent applications filed according to Chapter I of the PCT;
"Process for Reimbursement"	means the process for reimbursing an Applicant as set out in Clause 5 and in Schedule 3 ;
"Prosecution"	means the process set out in Schedule 2 (and Prosecute and Prosecuted shall be construed accordingly);
"Supported Patent Application"	means a patent application that is derived from the invention described in an Application Form which is or will be Filed and Prosecuted at a Patent Office by or on behalf of an Applicant;
"Supporting Requirements"	means: <ul style="list-style-type: none"> • attend an Interview with the inventor; • provide any passport copies of inventor(s) or any researcher(s); • provide any documents required to show that an Applicant is Eligible (including any trade licences); or • provide any documents requested under Clause 6.4.
"Takamul"	means the patent support programme managed by the DED;
"Takamul Website"	means the website www.takamul.gov.ae (or such other website as the DED may designate from time to time);
"Terms"	means these terms and conditions;
"DED"	means the Abu Dhabi Department of Economy Development Abu Dhabi Established by Executive Council Decision No. 2 in 2009
"DED Reference Number"	means the reference number given by the DED; and
"UAE"	means the United Arab Emirates;
WIPO	means the World Intellectual Property Organisation;

3 Eligibility and Agreement to these Terms

3.1 The submission of an Application Form to the DED by an Applicant that is Eligible constitutes an Applicant's acceptance of these Terms.

3.2 The following parties are Eligible:

- (a) Commercial Organisations;

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

3.3 The DED does not accept Application Forms from a party that is not Eligible.

3.4 An Academic Institution may make an application for Financial 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.

3.5 An Applicant shall provide evidence that it is Eligible, if it is requested to do so, to the satisfaction of the DED, in order to receive the Financial Support. The evidence shall be provided within 14 days (unless such deadline is otherwise extended by the DED upon request to the DED).

4 Application Process

4.1 An Applicant must:

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

in respect of each application for Financial Support to the DED.

4.2 An Applicant shall become entitled to receive Financial Support according to these Terms, upon receipt of unconditional, written notice from the DED agreeing to provide Financial Support. The Applicant shall receive the Financial Support set out according to Schedule 1 unless specifically stated otherwise in the notice sent to the Applicant by the DED (which may otherwise incorporate a request and deadline for further information).

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

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

4.5 One Application Form must be submitted for each invention submitted by an Applicant that is Eligible.

4.6 Divisional, continuation or continuation-in-part applications deriving from a Supported Patent Application may receive Financial Support from the DED provided that a separate application for Financial Support is made to the DED according to these Terms.

4.7 The DED shall provide the Applicant with a DED Reference Number in respect of each Supported Patent Application.

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

5 Financial Support

5.1 Financial Support shall be provided for the reimbursement of the documented fees and costs incurred by an Applicant for the Filing or Prosecution of the Supported Patent Application (as set out in Clause 4.2 below). At its sole discretion, the DED may agree to provide Financial Support for inventions that have already been Filed or Prosecuted.

5.2 Subject to Clauses 4.3 and 4.4, Financial Support shall be exclusively reimbursed for the documented fees and costs incurred by the Applicant of:

- (a) an appropriately qualified patent attorney; or
- (b) a law firm regulated by an appropriate professional legal regulatory authority; or
- (c) a patent office as set out in Schedule 2.

For the avoidance of doubt, Financial Support may not be used for the costs incurred through any employee, consultant or volunteer of the Applicant or any costs related to the Applicant's business or otherwise or for any self-assessed costs or time incurred by an Applicant.

5.3 The DED may, at its discretion, request that the Applicant provides evidence of the:

- (a) qualification of the patent attorney; or
- (b) regulation of the law firm;

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

5.4 The Applicant must receive the unconditional, written agreement from the DED for the DED to provide Support in respect of a Supported Patent Application before it may accept a claim for Financial Support through the Procedure for Reimbursement..

5.5 The Financial Support provided shall be capped according to the limits set out in Schedule 1. In respect of the Filing and Prosecution of a Supported Patent Application, the Financial Support shall be the lower of:

- (a) the percentage cap (specified in Schedule 1) applied to the actual costs incurred by an Applicant; or
- (b) the financial cap (specified in Schedule 1).

5.6 The Financial Support is allocated:

- (a) according to the identity of the Applicant (as set out in Clause 2.2(a));
- (b) between the costs incurred for Filing and Prosecution; and
- (c) according to whether the Applicant wholly or partially owns the Supported Patent Application.

5.7 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 Financial Support if, at the time of the application to the DED, it employs:
 - (i) an Individual who has invented the invention; or
 - (ii) an Individual who directly contributed to the research responsible for the creation of the invention disclosed in the Application Form;
- (b) established according to Company Law (Law No. 8 of 1984 as amended) may receive Financial 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 the DED may agree to provide Financial Support at its sole discretion.

5.8 In order to receive Financial 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 the DED 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.

5.9 An Academic Institution shall receive Financial Support:

- (a) at the Higher Rate (as set out in Table 1 of Schedule 1) if:
 - (i) the inventor of the invention; or
 - (ii) a member of the research team that directly contributes to the research or creation of the invention;disclosed in the Application Form **is** an Individual; or
- (b) at the Lower Rate (as set out in Table 1 of Schedule 1) if
 - (i) inventor of the invention; or
 - (ii) a member of the research team that directly contributes to the research or creation of the invention;
- (c) disclosed in the Application Form **is not** an Individual.

5.10 The Financial Support shall be payable in Emirati Dirhams only. Any costs incurred by an Applicant in a currency other than Emirati Dirhams shall be converted into Emirati Dirhams at the rate of exchange offered by the National Bank of Abu Dhabi (or such other bank which the DED nominates from time to time in writing) on the date of the request by the DED for a written claim for reimbursement issued in accordance with the Process of Reimbursement.

5.11 The DED shall pay the Financial Support according to the Process for Reimbursement which is set out in more detail in Schedule 3 and Clause 5 below.

5.12 The DED has the right to seek reimbursement from an Applicant in the event of an overpayment in relation to any Supported Patent Applications. An Applicant shall indemnify and keep the DED and its Affiliates indemnified for all such overpayments. At its discretion, the DED may seek such reimbursement by setting off any overpayment against other payments agreed to be paid to an Applicant.

5.13 The DED shall not be responsible for any taxes; costs; expenses; damages; interest or any other penalty or payment incurred by an Applicant in respect of or in connection with the:

- (a) payment of;
- (b) late payment of; or
- (c) failure to pay;

any fees (or part thereof) paid, payable or due to be paid to any third party in respect of or in connection with a Supported Patent Application or otherwise.

5.14 Solely for the purposes of evidencing the costs incurred by the Applicant for the Filing and Prosecution of a Supported Patent Application, the Applicant agrees to provide access to accounting and other records relating to the Financial Support provided for a Supported Patent Application if requested to do so by the DED. Such evidence shall be provided within 14 days (unless such deadline is otherwise extended by the DED upon request to the DED)). The Applicant agrees to keep appropriate accounting records and make appropriate accounting entries in such records to ensure that it is able to comply with this provision if requested to do so by the DED.

6 **Process for Re-imburement**

6.1 The DED shall reimburse the Applicant according to this clause 5 and the process set out in Schedule 3.

6.2 DED may agree to provide Support in respect of a Supported Patent Application which has:

- (a) not yet been Filed;
- (b) been Filed only (but not yet Prosecuted);
- (c) been Filed and Prosecuted (but not yet registered); or
- (d) been registered by the Patent Office following Prosecution.

6.3 The DED shall not provide all or any part of the Financial Support in respect of the Supported Patent Application under any of the categories as specified in Clauses 5.2(b) to Clause 5.2(d) if the Applicant does not complete the Process for Reimbursement within six (6) months of receiving the notice from the DED referred to in Clause 3.2 (or otherwise completing any of the requirements by the deadlines set out in that notice) save that:

- (a) in respect of a Supported Patent Application as set out above in Clause 5.2(a), an Applicant shall have:
 - (i) six (6) months to File the Supported Patent Application at the Patent Office from the date of receipt of the notice from the DED referred to in Clause 3.2; and
 - (ii) providing the Supported Patent Application was Filed at the Patent Office as set out in Clause 5.3(a)(i), a further six (6) months to complete the Process for Reimbursement.

6.4 In addition to Clause 5.3, the DED shall only provide all or any part of the Financial Support in respect of a Supported Patent Application set out in Clause 5.2(d), which has been registered by a Patent Office no more than twelve (12) months prior to the date that the Application Form was submitted to the DED as required by these Terms (strictly according to the records and discretion of the DED).

6.5 The DED will not:

- (a) accept;
- (b) pay;
- (c) be responsible for;
- (d) acknowledge the receipt of;

any invoice addressed to it from any party (including an Applicant) unless that Applicant has followed the Process for Re-imbursement to the satisfaction of the DED.

6.6 For the avoidance of doubt, the submission of an invoice from the Applicant to the DED shall not create any obligation (legal or otherwise) on the DED to pay such invoice.

7 Partially Owned Inventions

7.1 The DED may provide Financial Support to an Applicant that partially owns the invention disclosed in the Application Form with a party that is not Eligible. The DED may provide Financial Support to the Applicant for its share of the invention.

7.2 In order to receive Financial Support, where the Applicant does not wholly own the Supported Patent Application, the Applicant must confirm in writing:

- (a) that the Supported Patent Application is either:
 - (i) jointly and severally owned (“**Co-Owned**”) between the parties; or
 - (ii) where the Supported Patent Application is not Co-Owned, that the:

- (A) Applicant owns, controls or possesses 25% or higher share of the patent or of any right granted to the owner of such patent; and
- (B) what share of the patent is owned by the Applicant;
- (b) the identity of the other owner(s); and
- (c) that the Applicant has the right to undertake all of the acts usually granted to a holder of a wholly owned patent in the United States of America.

7.3 For the purposes of an application to Takamul only, the DED deems:

- (a) that a Supported Patent Application shall be Co-Owned, provided that there is no agreement to the contrary between the parties that own the Supported Patent Application;
- (b) that where a Supported Patent Application is Co-Owned, the Financial Support available shall be divided according to the number of Co-Owners; and
- (c) that where there is an agreement specifying the percentage share of the ownership of the Supported Patent Application, the Financial Support shall be provided according to the percentage owned.

Examples of how Financial Support is calculated are set out in Table 2 of Schedule 1

7.4 In order to receive Financial Support, the DED may request the Applicant to provide confirmation from the relevant patent office to show its share has been properly recorded on the relevant patent register or confirmation that an application to properly record its share has been made within any relevant time limit specified by the relevant patent office.

7.5 An Applicant may be required to provide evidence that it fulfils the requirements of the DED set out in this Clause 6 before the DED agrees to provide or before the DED reimburses any Financial Support for a partially owned invention. The confirmation shall be provided with 28 days (unless such deadline is otherwise extended by the DED upon request to the DED).

8 Warranties

8.1 The Applicant warrants, covenants and undertakes to DED that:

- (a) it is Eligible;
- (b) it has all the rights necessary to File and Prosecute the Supported Patent Application;
- (c) at the time of submitting the Application Form to the DED, the Applicant wholly owns the invention which is the subject of the Application Form (other than to the extent it is a partially owned invention) and shall continue to own the invention or part of it until the earlier of:
 - (i) the incurrence of all costs for which Financial Support is available; or
 - (ii) it exercises its right to assign the invention;
- (d) it shall inform the DED if it exercises its right to assign the invention which is the subject of the Application Form to a third party after the DED has agreed to provide Financial Support and before all the Financial Support has been provided;
- (e) it fulfils the requirements to receive Financial Support set out in Clause 5 if it partially owns the Supported Patent Application;
- (f) 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 will not accept or give any such commission, gift, benefit or inducement, and will

immediately give DED details of any such commission, gift, benefit or inducement which may be offered;

- (g) insofar as it is a Commercial Organisation, it has been duly incorporated, organised and/or established and its incorporation, organisation or establishment is valid and lawful under the governing law of these Terms;
- (h) it shall use the Financial Support in good faith exclusively for the purposes permitted in these Terms; and
- (i) it shall perform each of its obligations under these Terms within the time limits specified (or any extension of such time limits permitted by DED) or where not specified in a timely and professional manner.

9 **Liability**

9.1 The DED 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 the Applicant's agreement to these Terms or acceptance of the Financial Support. 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 the DED.

9.2 The Applicant shall defend, hold harmless and indemnify DED, 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 DED or its directors, officers, employees and agents arising from or in connection with any wilful or negligent act or omission by the Applicant or its officers, directors, employees, agents or subcontractors and/or any breach by the Applicant of these Terms, Laws or arising directly or indirectly out of the performance or non-performance by the Applicant of its obligations under these Terms.

10 **Confidentiality**

10.1 Subject to Clause 11.1 and except where it would be otherwise unlawful to do so, the DED agrees to keep confidential:

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

10.2 The Applicant undertakes to the DED to keep confidential, except where it would be otherwise unlawful to do so:

- (a) all information provided by the DED or its Affiliates regarding or in connection with the Financial Support to be provided to the Applicant in respect of the Supported Patent Application (save for the legitimate purposes of processing or recording Financial Support payable or received); or
- (b) the affairs of the DED or its Affiliates which:
 - (i) is obtained by the Applicant in writing or orally, through or following discussions with the DED (or its Affiliates); or
 - (ii) is acquired by observation or attendance by representatives of the Applicant at the offices or other premises of DED (or its Affiliates);

which in either case is supplied by or on behalf of the DED (or by its Affiliates) to the Applicant in writing or orally.

- 10.3 Clauses 9.1 and 9.2 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.
- 10.4 Confidential information under this Clause 9 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 the DED (or its Affiliates) (such permission not to be unreasonably withheld or delayed).
- 10.5 This Clause 9 shall remain in full force and effect notwithstanding any termination or expiry of these Terms.
- 11 Term And Termination**
- 11.1 The DED 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.
- 11.2 The DED shall be entitled to terminate these Terms on 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 it is Eligible in order to obtain Financial 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;
 - (f) or
 - (g) Breached any of the warranties in these Terms.
- 11.3 These Terms shall automatically terminate if:
- (a) an application for Financial Support by an Applicant is rejected according to Clause 3.3; or
 - (b) the Applicant has not met the time limits set out in the Process for Re-imburement (save to the extent that the Applicant has received an express extension in writing from the DED in respect of any deadline);.
- 11.4 Upon termination of these Terms by the DED under Clause 10.1, the DED shall pay Financial Support for costs reasonably incurred by the Applicant until the effective date of termination and provided that all the other obligations and procedures of these Terms have been complied with by the Applicant. The DED shall be responsible for determining the proportion of Financial Support payable.
- 11.5 Upon termination of these Terms under Clause 10.2, any Financial Support already paid to the Applicant (on or after the date on which the reason occurred which gave rise to the right to the DED to terminate under Clause 10.2) shall be automatically repaid by the Applicant

upon request by the DED unless otherwise agreed in advance with the DED at its sole discretion.

11.6 Upon termination of these Terms, under Clause 10.3, the DED shall not be in any way liable to the Applicant to pay Financial Support or any proportion thereof incurred by or in respect of the Applicant whether in conjunction with or pursuant to these Terms or otherwise.

11.7 Upon termination for any reason:

(a) the DED shall be under no further obligation to provide Financial Support in respect of costs incurred by the Applicant in respect of a Supported Patent Application except as otherwise provided in this Clause 10; and

(b) the provisions of these Terms that are intended to apply after termination shall continue to apply.

12 **Miscellaneous**

12.1 The DED shall be allowed to reference or describe the Applicant's participation or involvement in Takamul, 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 the DED shall endeavour to agree the scope and extent of any such reference or description to the Applicant's participation or involvement in Takamul with that the Applicant.

12.2 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.

12.3 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 the DED or by or on behalf of its Affiliates which is not set out in these Terms.

12.4 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.

12.5 The DED 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 the DED (by reference to the DED Reference Number) of a change of address or email.

12.6 Any Affiliate of the DED, may enforce the Terms against an Applicant and in particular any terms which confer a benefit on any Affiliate of the DED such as (without limitation) is set out in Clauses 7, 8, 9, 10 and 11.

12.7 Subject to Clause 11.6, a person who is not a party to these Terms shall not have any right under or in connection with them.

12.8 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.

SCHEDULE 1

Financial Support

This Schedule sets out the maximum amount of Financial Support reimbursable to an Applicant. All amounts are given in Emirati Dirhams [AED].

For the Filing and Prosecution of a Supported Patent Application, an Applicant will receive the lower of the:

- percentage cap applied to the actual costs incurred by the Applicant; or
- financial cap.

TABLE 1: Wholly Owned Inventions

<u>Applicant</u>	<u>Percentage Cap</u>	<u>Financial Cap</u>	
	<u>Filing or Prosecution</u>	<u>Filing</u>	<u>Prosecution</u>
Individual	90%	48,000	20,000
Academic Institution (with Individual) - Higher Rate	75%	39,600	17,000
Academic Institution (without Individual) - Lower Rate	60%	31,700	13,600
Commercial Organisation	50%	26,500	11,000
Government Organisation	50%	26,500	11,000

TABLE 2: Partially Owned Inventions

This table gives an example of how to calculate the Financial Support for an invention that is 50% partially owned by an Applicant. **The table is given for the purposes of illustration only.**

<u>Applicant</u>	<u>Percentage owned by Applicant</u>	<u>Percentage Cap</u>	<u>Financial Cap</u>	
		<u>Filing or Prosecution</u>	<u>Filing</u>	<u>Prosecution</u>
Individual	50%	45%	24,000	10,000
Academic Institution (with Individual)*- Higher Rate	50%	37.5%	19,800	8,500
Academic Institution (without Individual)** Lower Rate	50%	30%	15,850	6,800
Commercial Organisation*	50%	25%	13,250	5,500
Government Organisation	50%	25%	13,250	5,500

Calculation of Percentage Cap in Table 2 is ascertained by multiplying usual Percentage Cap (from Table 1) by percentage owned by the Applicant (see Table 2). For example, Percentage Cap of 45% calculated as follows: $0.9 * 0.5 = 0.45 * 100 = 45\%$

* Applicable where an Individual invents the invention or directly contributes to the research responsible for the creation of the invention employed by the Applicant disclosed in the Application Form

** Applicable where there is no Individual that invents the invention or directly contributes to the research responsible for the creation of the invention employed by the Applicant disclosed in the Application Form

SCHEDULE 2

Filing and Prosecution

The DED provides Financial Support for the Filing and Prosecution of a Supported Patent Application. Any outstanding Financial Support remaining after the Filing of a Supported Patent Application may be used towards the costs of filing a patent application under Chapter 1 of the PCT at any PCT Receiving Office (as set out below) provided that the patent application claims priority from the Supported Patent Application.

If an Applicant makes a direct filing to a PCT Receiving Office under Chapter 1 of the PCT, the DED shall only provide Financial Support for the costs of Filing and Prosecuting of one national patent application under Chapter 2 of the PCT. Such Financial Support shall not be made available if the DED has already provided Financial Support for the Filing of the same patent application (or a derivative of it) at a Patent Office.

This Schedule sets out what the DED means by the words “Filing” and “Prosecution”. This Schedule is intended to be indicative of and is not intended to be an exhaustive list of what Financial Support may be used for and what Financial Support may not be used for.

Financial Support is paid on a reimbursement basis only.

<u>In these Terms, “Filing” includes:</u>	Included	Not Included
Advice (or part thereof) exclusively related to the assessment of patentability of the invention disclosed in the Application Form providing that an application is subsequently Filed for the invention at a Patent Office;	✓	
Any searches as to patentability of the invention undertaken by an appropriate legal representative or specialist patent search organisation of the invention disclosed in the Application Form providing that an application is subsequently Filed for the invention at a Patent Office;	✓	
Drafting and amending the Supported Patent Application;	✓	
Patent Office official fees actually incurred for filing the Supported Patent Application;	✓	
Filing an a patent application under Chapter I of the PCT after filing a national patent application at the Patent Office (“ PCT Application ”) and within 12 months of filing the application at the Patent Office;	✓	
Seeking an international search by an international searching authority for the PCT Application following the establishment of a priority date by the relevant Patent Office;	✓	
International publication fees for the PCT Application;	✓	
Supplementary international search fees for the PCT Application;	✓	
International preliminary examination fees for the PCT Application;	✓	
Any supplemental searches by the international searching authority for inventions other than those in the Supported Patent Application;		✓
Any fees or official fees incurred for the Filing and Prosecution of one national patent application under Chapter 2 of the PCT	✓	

provided that:

- the Applicant has made a direct filing to a PCT Receiving Office

under the PCT; and

- the DED has not already provided Financial Support for the Filing of the same patent application (or one which takes priority from it or from which it takes priority) at a Patent Office

<u>In these Terms, "Prosecution" includes:</u>	Included	Not Included
Any undertaking after filing the Supported Patent Application at the Patent Office intended to ensure, achieve or obtain the grant of the patent at the Patent Office;	✓	
Amending a Supported Patent Application and responding to the Patent Office (including to (but not only to) an "Office Action");	✓	
Any translation fees incurred in good faith to respond to the Patent Office;	✓	
Any fees incurred for or in connection with Chapter Two of the Patent Cooperation Treaty save as otherwise incurred in respect of the first national patent application under Chapter 2 of the PCT as set out above;	✓	
All national/regional phase applications and subsequent searches, translation, results, requests and responses for examination under Chapter Two of the Patent Cooperation Treaty;		✓
Any official fees incurred by the Applicant other than as set out above;		✓

SCHEDULE 3

Process for Re-imburement

The DED wishes to reimburse Applicants as soon as possible. The DED encourages all Applicants to commence the Process for Reimbursement as soon as possible.

Accordingly, subject to an Applicant following the Process for Reimbursement, the DED will reimburse an Applicant's costs of Filing and Prosecution as soon as those costs have been incurred.

Deadlines for Re-imburement

Failure to seek reimbursement can lead to loss of Support altogether. The deadlines to be met by an Applicant are set out in the table below.

All deadlines are calculated from the date that the Applicant receives the notice from the DED referred to in Clause 3.2 to provide Support (or otherwise completing any of the requirements by the deadlines set out in that notice).

<u>Supported Patent Application:</u> Not Filed	<u>Supported Patent Application:</u> Filed only	<u>Supported Patent Application:</u> Filed and Prosecuted (but not yet registered)	<u>Supported Patent Application:</u> Registered by the Patent Office after Prosecution
<ul style="list-style-type: none"> • 6 months to File; and • a further 6 months for Applicant to complete Process for Reimbursement 	<ul style="list-style-type: none"> • 6 months for Applicant to complete Process for Reimbursement 	<ul style="list-style-type: none"> • 6 months for Applicant to complete Process for Reimbursement 	<ul style="list-style-type: none"> • 6 months for Applicant to complete Process for Reimbursement; • But Support not available if the Supported Patent Application has been registered by a Patent Office longer than 12 months before the date that the Application Form was submitted to the DED

Method for Re-imburement

There is a two stage process to follow in order to be reimbursed by the DED as set out below:

<u>Stage 1</u>	Provide DED Reference Number
Applicant's Obligations	Provide patent filing receipt for Supported Patent Application
	Provide invoices from the Patent Office and/or the relevant PCT receiving office and/or from your patent attorney or law firm showing the separate costs of Filing and Prosecution (as appropriate)
	Provide satisfactory evidence that it has paid the invoice
	Applicant to await confirmation from DED that the Financial Support will be reimbursed

Once Stage 1 has been completed- Stage 2 can begin

<p align="center"><u>Stage 2</u></p>	<p>DED will ask the Applicant to submit a written claim for reimbursement for the Supported Patent Application</p>	
	<p align="center">Obtaining Payment</p>	<p>A written claim for reimbursement will <u>only</u> be accepted if it:</p>
<p>2. Is original</p>		
<p>3. Is signed by an authorized representative of the Applicant; or by the Individual (where the Applicant is an Individual)</p>		
<p>4. Shows the DED Reference Number</p>		
<p>5. Is addressed to "TAKAMUL, Finance Department, Technology Development Committee P.O. Box 131304 Abu Dhabi, United Arab Emirates"</p>		