

## Annex 1: Standard License Agreement – Royalty option

# STANDARD LICENSE AGREEMENT

under the Agricultural Crops Licensing Platform (ACL P)

### THE UNDERSIGNED,

XXXX, having its registered office and principal place of business at \_\_\_\_\_  
(address and postal code), \_\_\_\_\_ (town/city), \_\_\_\_\_ (country),  
in this matter duly represented by:

\_\_\_\_\_, in his/her position as \_\_\_\_\_, hereinafter referred to as  
“Licensor”;

and

YYYY, having its registered office and principal place of business at \_\_\_\_\_  
(address and postal code), \_\_\_\_\_ (town/city), \_\_\_\_\_ (country),  
in this matter duly represented by:

\_\_\_\_\_, in his/her position as \_\_\_\_\_, hereinafter referred to as  
“Licensee”;

Throughout this agreement, Licensor and Licensee may be referred jointly to as “Parties” or  
individually as “Party”;

### WHEREAS:

- Licensor owns or has the right to license the Licensed Trait under the Licensed Patents, all as defined in this Agreement;
- Licensee has bred or will breed new varieties containing the Licensed Trait which Licensee is willing to produce and sell in the Territory;
- Licensee wishes to obtain a license under the Licensed Patents to the Licensed Trait;

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- Licensor is willing to grant to Licensee a license under the Licensed Patents solely to the Licensed Trait on the terms and conditions specified hereunder.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is hereby agreed as follows:

### Article 1 - Definitions

Unless stated otherwise, the following terms, either in plural or in singular form shall have the following meanings in this Agreement and/or its appendices. In addition, capitalized terms for which no definition is provided in this Agreement, shall have the meaning attributed to them in the Internal Rules of Procedure of the Association.

- Affiliate:** with respect to either Party, means any entity that Controls, is Controlled by or is under common Control with such Party.
- Agreement:** this agreement including its annexes.
- Articles of Association** the articles of association of the Agricultural Crops Licensing Platform (ACLP), as may be amended from time to time.
- Association:** The Agricultural Crops Licensing Platform as established by the Articles of Association.
- Confidential Information:** any and all information exchanged between the Parties in connection with the preparation and performance of this Agreement, including any and all information concerning any aspect of either Party's business or proposed business not generally known to persons not associated with the disclosing Party.
- Control** means that the relevant legal entity, whether directly or indirectly, with respect to another legal entity, (i) holds the majority of the shares in the capital of that other legal entity, or (ii) whether by the ownership of share capital, the possession of voting rights, contract or otherwise, has the power to elect and/or remove the majority of the members of the management body, or otherwise has the power to control the management and policies of that other legal entity.
- Cover or Covering:** with regard to certain subject matter and a patent or patent application in a certain jurisdiction, means that said subject matter is in scope of at least one claim in said patent or patent application wherein said claim has not expired, has not been abandoned, revoked, or held unenforceable, unpatentable or invalid by a court in said jurisdiction or governmental agency of competent jurisdiction, from which no appeal

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has been or can be taken, and has not been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

Crop: ..... (latin botanical name of relevant crop species).

Customers: Any person or entity other than the Licensee, its Affiliates or sublicensees that purchases a Licensed Product Variety.

Effective Date: ..... (date of grant of License)

Financial Year: The calendar year.

Gross Sales: means the total amount in € or converted in € invoiced to and received or collected from Customers during the Financial Year by Licensee, its Affiliates or sublicensees in respect of Licensed Product Varieties sold in jurisdictions of the Territory where at least one Licensed Patent Covers the Licensed Trait, or produced in such jurisdictions but sold in other jurisdictions of the Territory. Value added tax and other indirect taxes are not included in Gross Sales.

OR, by exception, if both Parties agree in accordance with Article 3, al. 2 of this Agreement:

means the total amount in tons or hectares invoiced to, and for which income was received or collected from, Customers during the Financial Year by Licensee, its Affiliates or sublicensees in respect of Licensed Product Varieties sold in jurisdictions of the Territory where at least one Licensed Patent Covers the Licensed Trait, or produced in such jurisdictions but sold in other jurisdictions of the Territory.

Licensed Patents: Any patents and pending patent applications in the Territory, including but not limited to those listed in Annex 2, that are owned by Licensor, or are licensed-in by Licensor with the right to grant licenses as under this Agreement, and that Cover the Licensed Trait.

Licensed Products: any biological material of a Crop including material of Licensed Product Varieties, including but not limited to Crop plants and seeds, which contain the Licensed Trait and which are bred or obtained from Source Material and are fully owned or fully controlled by Licensee or its Affiliates.

Licensed Product Variety: a Licensed Product in the form of a variety approved for cultivation and commercialization in the Territory and fully owned or fully controlled by Licensee.

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- Licensed Trait: The Crop trait as defined in Annex 1 and as present in Variety V, which is Covered by the Licensed Patents and is a phenotypical characteristic of a plant, a seed or harvested product.
- PINTO: the online database administered by Euroseeds and accessible through the following URL: <https://euroseeds.eu/pinto-patent-information-and-transparency-on-line/>
- Source Material: i. any plants, plant parts or seeds of a Crop variety, including Variety V, that contains the Licensed Trait, that has been approved for cultivation and commercialization and is sold on the open market in, part or all of the Territory, and that is owned by Licensor or by any other third party provided that this third party is licensed by Licensor to use and commercialize the Licensed Trait similarly as set forth in this Agreement, and/or  
ii. any plants, plant parts or seeds containing the Licensed Trait and provided by the Licensor to the Licensee under separate agreement entered into or amended after the set-up of the ACLP and specifically allowing the use as Source Material for serving the purpose of the ACLP.
- Stewardship Practices: means the practices set forth in Annex 4 that need to be applied by Licensor and Licensee in order to ensure sustainable and compliant use of the Licensed Trait.
- Territory: All countries listed in Annex 3.
- Variety V: means the reference variety identified by Licensor in Annex 1.

## Article 2 - Grant of license

1. Subject to the terms and conditions of this Agreement, as of the Effective Date, Licensor grants to Licensee and its Affiliates, under the Licensed Patents, a non-exclusive, non-assignable right in the Territory, solely to use Source Material to introgress the Licensed Trait into Licensee's germplasm to breed, develop, produce and keep in stock in the Territory Licensed Products other than Licensed Product Varieties, and to breed, develop, produce, keep in stock, market, sell and/or deliver in the Territory Licensed Product Varieties and includes the right to use molecular markers that are associated with the Licensed Trait to determine absence or presence of the Licensed Trait in Source Material or progeny thereof.

Within three months of approval for cultivation and commercialization of a Licensed Product Variety in at least one jurisdiction of the Territory, Licensee will list such variety in the PINTO database according to the rules defined in the Internal Rules of Procedure, linking it at least to the patents and patent applications listed in Annex 2.

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2. The License granted in Article 2.1 includes the limited right to sublicense in accordance with Article 2.2.a) and Article 2.2.b), provided that:

- Licensee (or its Affiliate, as the case may be) shall first enter into a written agreement with the sublicensee under terms not less stringent than those provided in this Agreement, which shall stipulate in particular that Licensor has the right to request information and audit sublicensees' activities and records directly (i.e. a direct right of action to the benefit of Licensor) in accordance with Article 6.3; and
- Licensee shall assume full responsibility and liability in connection with the adherence by such sublicensee to the Stewardship Practices in accordance with Article 4 of this Agreement.

a) The Licensee and its Affiliates will have the following limited rights to sublicense the rights granted in Article 2.1:

To a service provider for the sole benefit of Licensee or its Affiliates: the right to develop, test and/or produce Licensed Products.

b) The Licensee but not its Affiliates will have the following limited rights to sublicense the rights granted in Article 2.1.

To third parties other than service providers: the right to produce, keep in stock, market, sell or deliver Licensed Product Varieties under a variety license agreement ("Variety License"), it being understood that:

- Licensee shall assume full responsibility and liability for all payments due by such sublicensee in relation to Licensed Product Varieties;
- Licensee shall inform Licensor of the identity of each sublicensee and of each Licensed Product Variety that is licensed under this Article 2.2.b to such sublicensee on or before the first sale in the Territory by the sublicensee;
- The Variety License, which shall be under terms no less stringent than those of this Agreement, shall stipulate in particular that:
  - o it shall exclusively relate to the Licensed Product Varieties in the form that they are provided by Licensee;
  - o the Licensed Product Varieties contain one or more Licensed Traits that are subject to this Agreement;
  - o Licensee has the right to disclose to Licensor the existence of the Variety License together with the identity of the sublicensee and the identity of Licensed Product Varieties.

3. Licensee, but not its Affiliates, shall be entitled to provide Licensed Products other than Licensed Product Varieties to third parties for the purpose of breeding provided that said third party has first obtained a separate license to the Licensed Trait from Licensor and Licensor has informed Licensee in writing that such license is in place. Licensee will inform said third party of the need to obtain a license to the Licensed Trait from Licensor.

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For the avoidance of doubt, Licensed Product Varieties can be used for breeding under the Patent Non-Assert, once commercially available on the market.

4. For the avoidance of doubt, the license granted herein does not include any rights under the Licensed Patents, or under any other patent or patent application to practice any activity, in the Territory other than those specifically set forth in Article 2.1, including but not limited to:

- a The practice of any technical process to modify plant genomes or to introduce novel traits into plants;
- b The use of any biological material other than Source Material;
- c The use of Source Material for any other purpose than as donor material for the Licensed Trait;
- d The use of any molecular markers except as explicitly set forth in Article 2.1;
- e The use of any non-biological material or equipment;
- f The use of any chemical compound including for seed treatment or over the top application;
- g The practice or use of any services, digital or otherwise, rendered in association with varieties or traits,
- h The use of material deposited in connection with application with a recognized depositary institution recognized under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure;

5. For the further avoidance of doubt, the license granted herein does not grant any right whatsoever outside the Territory.

6. Subject to the provisions of this Agreement, including the Stewardship Practices, Licensee and its Affiliates may combine the Licensed Trait with any other trait during breeding or otherwise. The Stewardship Practices may however contain restrictions with respect to Regulated Traits. Licensee shall assume full responsibility and liability in connection with such combination of the Licensed Trait with any other trait, in accordance with Article 9.

### Article 3 – Remuneration of Licensor

In consideration of the grant of the license, Licensee shall pay to Licensor a non-refundable royalty at the rate of [to be completed] % of Gross Sales for the term of this Agreement.

Or by exception if both Parties agree:

In consideration of the grant of the License, Licensee shall pay to Licensor a non-refundable royalty at the rate of [X €] / Gross Sales in tons or hectares for the term of this Agreement.

### Article 4 – Stewardship

For purposes of the sustainable and compliant use of the Licensed Trait, the use of the Licensed Trait and Licensed Products under this Agreement is subject to the stewardship practices set forth in Annex 4. The Stewardship Practices are set by Licensor and may at any time be subject

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to changes by the Licensor upon reasonable notice. At any time, in any given country of the Territory, the stewardship practices set forth in Annex 4 will not be different from those that Licensor applies to itself, its Affiliates, its sublicensees or other licensees for the Licensed Trait or Licensed Products.

Licensee agrees to strictly and diligently adhere to and follow the Stewardship Practices and to also impose them on any of its Affiliates and sublicensees. At all times Licensee will be responsible and liable for the compliance of its Affiliates and sublicensees with the Stewardship obligations herein.

#### Article 5 - Payment and reports

1. Each year not later than three (3) month following the end of the previous Financial Year, Licensee shall provide Licensor with a report using the standard provided in Annex 5, indicating the Gross Sales per country of each Licensed Product Variety and its calculation of the royalties due for the previous Financial Year in local currencies and then in Euros using the exchange rate applicable on the date of the report based on the ECB exchange rates, hereinafter referred to as the "Royalty Report".
2. Licensee shall pay the invoice prepared by Licensor on the basis of the Royalty Report within sixty (60) days after receipt of the invoice. In case payment of this invoice is made after the due date, a penalty for late payment of one (1) % per month or one and one half (1.5) times the LIBOR interest rate posted on the day after the due payment date and up to complete payment, whichever is higher, will be due by Licensee on top of its royalties. Such penalty shall be due for each month of delay that is started.
3. Licensee shall keep complete, true and accurate books of account and records and is responsible for the fact that its Affiliates and sublicensees do the same, for the purpose of showing the calculation of all royalties payable to Licensor under this Agreement. Said books and records shall be kept at Licensee's principal place of business for at least seven (7) years following the end of a Financial Year to which they pertain.
4. Tax:
  - a. Notwithstanding anything to the contrary herein, in the event that withholding taxes apply with respect to any amounts due by the Licensee, the Licensee shall be entitled to withhold from any payment due to the Licensor under this Agreement any taxes that the Licensee is required to pay and such withholding shall decrease by an equivalent amount the payment due to the Licensor. The Licensee shall provide the Licensor with notification of any anticipated withholding requirements with as much advance notice as practicable and shall cooperate in good faith with the Licensor to minimize such withholding taxes. The Licensee will timely pay to the proper governmental authority the amount of any taxes withheld and will provide the Licensor with an official tax certificate or other evidence of tax obligation, together with proof of payment from the relevant governmental authority sufficient to enable the Licensor to claim such payment of taxes. In case the Licensee cannot deduct the withholding tax due to the fulfillment/completion of payment obligation by

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settlement or set-off, the Licensor will pay the withholding tax to the Licensee separately. If the Licensee missed to deduct withholding tax but is still required by tax law to pay withholding tax on account of the Licensor to the tax authorities, the Licensor shall assist the Licensee with regard to all procedures required in order to obtain reimbursement by tax authorities or, in case tax authorities will not reimburse withholding tax to the Licensee, the Licensor will immediately refund the tax amount excluding (i) interests for late payment or (ii) penalty payments for non-compliance with withholding tax law obligations.

b. All payments and fees required to be paid pursuant to this Agreement are free and clear of any taxes, duties, fees or charges other than withholding taxes and considered net of VAT. VAT applies additionally as legally owed, payable within thirty (30) days after receipt of a correct invoice, which meets all requirements according to the applicable VAT legal requirements.

#### Article 6 – Information request and audit

1. If Licensor has reason to believe that Licensee or any of its Affiliates have acted, act or threaten to act in breach of the conditions of this Agreement, and in particular, Articles 2 [licensing terms], 4 [stewardship] and 3 and 5 [royalty payment and reporting], Licensor may request Licensee or any of its Affiliates to demonstrate its compliance with this Agreement. Likewise, if Licensor has reason to believe that any of Licensee's or any of its Affiliates' sublicensees have acted, act or threaten to act in breach of their contractual or legal obligations, Licensor may request Licensee and any of its Affiliates to demonstrate their compliance with such obligations.
2. Notwithstanding the previous paragraph, Licensor has the right after reasonable notice and during office hours to have an independent auditor verify (audit) the operation and administration of Licensee and any of its Affiliates, including all documents that support this operation and administration, in relation to Articles 2 [licensing terms], 4 [stewardship] and 3 and 5 [royalty payment and reporting] of this Agreement. With the exception of audits concerning compliance with Article 4 [stewardship], which shall not be bound by any time limits, such audit can take place after each period of three years, with the first period of three years beginning on the Effective Date. For the purposes of such audit, the auditor shall be given free access to Licensee's or its Affiliates' principal place of business and any location where Licensee's or its Affiliates' operations in relation to this Agreement take place or their administration is kept. Such audit shall be at the cost of Licensor, except if the audit would reveal significant non-compliance, in which case the costs of the audit will be borne by Licensee. The independent auditor shall provide a report to Licensor and Licensee without undue delay.

With regard to the remuneration due pursuant to Articles 3 and 5, significant non-compliance shall mean an underpayment of 5% or more between the Royalty Reports submitted by Licensee and the royalties truly due as verified. In such case, a late payment rate of one (1) % per month will be due by Licensee on the difference, as verified, calculated from the original due date.

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3. Licensee and its Affiliates shall provide themselves with equivalent information request and audit rights in any sublicense granted pursuant to Article 2 of this Agreement under terms no less stringent than those provided in paragraphs 1 and 2 of this Article. Furthermore, Licensee and its Affiliates shall procure in any such sublicense that Licensor has the right to request information and audit sublicensees' activities and records directly (i.e. a direct right of action to the benefit of Licensor) under terms no less stringent than those provided in paragraphs 1 and 2 of this Article and for the purpose of determining Licensee's or its Affiliates' compliance with this Agreement or the sublicensees' compliance with its contractual or legal obligations.

#### Article 7 – Status, maintenance and enforcement

1. Not more often than once a year and upon request from Licensee, Licensor shall provide general information related to the status of the Licensed Patents at which time Licensor and Licensee may agree to update Annex 2, as needed.
2. It is at the discretion of Licensor to maintain and enforce its Licensed Patents. If Licensor would have the intention to abandon any Patent or Patent application listed in Annex 2, it may as a courtesy inform Licensee thereof.
3. Licensor and Licensee shall inform each other of each allegation made by a third party that use, development, production, keeping in stock, treating, marketing, selling and/or delivery of the Licensed Products infringe any third party patent. The Parties shall then confer on the actions to be taken. Neither Party is obliged to act against such allegation, nor shall a Party bear any costs of defending the allegation, if it does not wish to take part in the defense against the allegation.
4. Licensee undertakes to notify Licensor on each activity of third parties that infringes or could infringe any Licensed Patent as soon as Licensee is informed about such an activity. Licensor is the Party to decide upon any action against infringement.

#### Article 8 - Representations and Warranties

1. Licensor hereby represents that Licensor is entitled to grant the rights under Article 2.
2. **LICENSOR DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY - EXPLICIT OR IMPLICIT - THAT THE LICENSED PATENTS ARE VALID NOR THAT THE INTENDED USE OF THE LICENSED TRAIT DOES NOT INFRINGE ANY RIGHTS OF THIRD PARTIES. NOR DOES LICENSOR PROVIDE ANY REPRESENTATION OR WARRANTY - EXPLICIT OR IMPLICIT - RELATED TO THE FITNESS FOR ANY PURPOSE OF THE LICENSED TRAIT OR OF THE LICENSED PATENTS, THE ABSENCE OF ANY DEFECT IN THE SOURCE MATERIAL, THE MERCHANTABILITY OF ANY LICENSED PRODUCT, AND/OR THE EFFECTIVENESS AND ENDURANCE OF ANY PROPERTIES OF THE LICENSED TRAIT AS DESCRIBED IN THE LICENSED PATENTS.**

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3. Notwithstanding Article 8.2, the Parties acknowledge that, to the best of their knowledge, on the Effective Date the intended use of the Licensed Trait under this Agreement does not infringe third parties' patent rights, unless otherwise expressly disclosed..

#### Article 9 – Limitation of Liability & Indemnities

1. Licensee and its Affiliates (and sublicensees) are fully responsible (and liable as the case may be) for their use of Source Material (including, for the avoidance of doubt, for the combination of traits in accordance with Article 2.6 as the case may be) and/or the development, production, packaging, treating, marketing, selling, delivery or other use of Licensed Product(s). Licensor shall not assume any responsibility or liability towards Licensee, its Affiliates, its sublicensees or any third party (such as, without limitation, Customers of Licensee) in this respect, irrespective of the type of action (including tort, negligence, contract, strict liability, defective goods and breach of warranty).
2. In no event will Licensor or its Affiliates be liable for any indirect, consequential, punitive or other special damages suffered by licensee or its affiliates, including but not limited to (i) lost profits, income or revenue, (ii) costs of procuring substitute goods or services, (iii) reputational damages, (iv) lost business or clientele, (v) enhanced damages for intellectual property infringements, (vi) interests, penalties and legal and other professional costs and expenses, and (vii) damage resulting from third-party claims, including but not limited to clientele and/or suppliers of the Licensee.
3. Licensee agrees to indemnify Licensor against all loss, actions, claims, costs, damages, demands and expenses which the Licensor may incur, suffer or sustain arising out or as a result of the use, development, production, packaging, treating, marketing, selling and/or delivery of the Licensed Product(s) or relating otherwise to the exercise by Licensee and/or its Affiliates or sublicensees of the rights as herein granted and whether arising out of any matter, product or process approved by Licensor hereunder or not.

#### Article 10 - Waiver

No waiver (whether express or implied) by a Party of the other Party's breach of any of its obligations under this Agreement shall be deemed to constitute a waiver or consent to any subsequent or continuing breach of any such obligation. )

#### Article 11 - No partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties hereto.

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## Article 12 - Notices

Unless stated otherwise every notice and other communication shall be sent by e-mail or fax (with acknowledgement of receipt) and confirmed by ordinary mail if needed addressed to the other Party at its address stated herein. These notices and other communications shall be deemed to have been received on the date upon which the confirmation by ordinary mail has been received. The Parties shall inform each other promptly of any change of address.

## Article 13 - Confidentiality

1. Each Party shall keep the Confidential Information received from the other Party in confidence and shall therefore not disclose the Confidential Information to any third party in whatever way. In particular, Licensee shall keep the terms under which the license as meant in Article 2 is granted, in confidence and shall therefore not disclose these terms to any third party and Licensor shall keep the information regarding the Royalty Report in confidence and shall therefore not disclose these terms to any third party.
2. The confidentiality obligations shall not apply to disclosure to Affiliates and to the employees and consultants of the Parties. Each Party undertakes to impose the obligations as described in this Article to its Affiliates and its employees and consultants.
3. The confidentiality obligations shall not apply to Confidential Information if and as far as the recipient Party can show by documentary evidence that the Confidential Information:
  - i) was in the possession of the recipient Party prior to disclosure thereof by the other Party;
  - ii) is or through no fault of the recipient Party becomes part of the public knowledge or literature;
  - iii) lawfully becomes available without limitation as to its disclosure from an outside source; or
  - iv) is required to be disclosed by law or by court order provided that the Party who is required to disclose the confidential Information first provides the other Party with notice of such requirements and of its intent to disclose the Confidential Information.
  - v) is required to be disclosed to the Association.

## Article 14 - Assignment

1. Licensee may assign this Agreement to one of its Affiliates but shall not assign this Agreement to a third party without the prior written consent of Licensor.

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2. Licensor has the right to assign this Agreement to any third party provided that the rights and obligations of Licensee under this Agreement remain unchanged. Licensor shall notify Licensee of such assignment.

#### Article 15 – Term and termination

1. This Agreement enters into force on the Effective Date and remains in full force and effect until the last Licensed Patent has expired unless terminated earlier in accordance with this Article 15 (expiry of the Agreement).
2. Licensee may terminate this Agreement effective on December 31 of any year subject to a 6 months' written notice period.
3. Licensor may terminate the Agreement – without compensation – in the event that:
  - Licensee ceases to be a Member of the ACLP and provided that Licensor gives written notice of such termination within two (2) months of the Licensee's Membership being terminated;
  - a change in Control of Licensee occurs, as notified to Licensor by Licensee as soon as practically possible, including through divestment of Licensee's entire business related to the Crop, whereby the new owner is not a Member of the ACLP and does not become a Member of the ACLP within the course of 12 months after the effectiveness of the change in Control, provided that Licensor gives written notice of such termination, which shall have immediate effect.

For the avoidance of doubt, a partial transfer of the business of Licensee to a third party shall not qualify as a change of Control giving rise to a possible termination of the Agreement pursuant to this Article 15.3, it being understood that the acquiring third party shall have no rights under this Agreement.

4. This Agreement dissolves by operation of law with immediate effect at the moment Licensee is unable to pay its debts, suspends payment, becomes insolvent or enters liquidation, Licensee makes an assignment or other arrangement for the benefit of its creditors, a receiver or trustee is appointed with respect to Licensee or its assets, a petition in reorganization or bankruptcy has been filed, Licensee has been declared bankrupt, or Licensee has ceased to trade (in whole or in part).
5. Any sublicense granted to a sublicensee pursuant to Article 2.2 of this Agreement dissolves by operation of law with immediate effect at the moment (i) this Agreement terminates, or (ii) one of the following events occurs: the sublicensee is unable to pay its debts, suspends payment, becomes insolvent or enters liquidation, the sublicensee makes an assignment or other arrangement for the benefit of its creditors, a receiver or trustee is appointed with respect to the sublicensee or its assets, a petition in reorganization or bankruptcy has been filed, the sublicensee has been declared bankrupt, or the sublicensee has ceased to trade (in whole or in part).

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This Article 15.5 shall also apply *mutatis mutandis* to the license granted to Affiliates pursuant to Article 2.1 of this Agreement.

6. In case of material breach, the non-breaching Party shall give formal notice thereof to the breaching Party. If – and provided that remedying is still possible - the material breach has not been sufficiently remedied within 60 (sixty) days from the date of the formal notice, the non-breaching Party may dissolve the Agreement without prior judicial proceedings (*buitengerechtelijke ontbinding / résolution extrajudiciaire*), by giving written notice to the other Party.

This Article 15.6 is without prejudice to any other right or remedy that the non-breaching party may have.

7. Upon termination of this Agreement for reasons of material breach, Licensee, its Affiliates and its sublicensees shall immediately cease all acts licensed under this Agreement.

Upon termination of this Agreement for reasons other than material breach, Licensee, its Affiliates and sublicensees are entitled to sell or deliver the remainder of their stock of Licensed Products, including any Licensed Product that is still in the ground, for a period of twelve months. The terms and conditions of this Agreement shall continue to apply accordingly including the obligation to pay the remuneration in accordance with Article 3.

For the avoidance of doubt, in case of early termination in accordance with Article 15.2 to 6, no remuneration paid by Licensee under this Agreement shall be refunded.

8. For the avoidance of doubt, in case of expiry of this Agreement according to Article 15.1, no further restrictions apply with the exception of Article 15.9.
9. The provisions of this Article 15.9 and the Articles 5 (Payment and reports), 8 (representations and warranties), 9 (limitation of liability & indemnities), 13 confidentiality and 17 (Applicable Law and disputes) hereof shall not be extinguished, but shall survive and remain in full force and effect notwithstanding the termination or expiry of this Agreement. To the extent provided for in Annex 4, the same shall apply with regard to Article 4 (Stewardship).

#### Article 16 - Whole agreement and severability

1. This Agreement shall be interpreted in light of the Articles of Association, the Internal Rules of Procedures and the Code of Conduct, but otherwise constitutes the whole Agreement between Licensor and Licensee regarding the license and there are no promises, terms, conditions, obligations, representations or warranties, oral or written, expressed or implied, other than those contained herein. Terms and definition not specifically defined in this Agreement shall have the meaning as defined in the Articles of Association.

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2. Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. The invalidity or unenforceability of (part of) any one or more of the provisions of this Agreement does not affect the validity or enforceability of the Agreement, any other provision thereof or the remaining part of provision concerned. To the extent possible, any provision (or part thereof) that is held invalid will be replaced by a provision (or part thereof) most closely approximating the economic intention of the invalidated provision (or part thereof).

#### Article 17 - Applicable Law and disputes

1. All disputes under, arising out or in connection with this Agreement shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules and, in deviation from article 54 of the WIPO Arbitration Rules, with due observance of Section 8 of the Internal Rules of Procedure. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall be English. The relevant tribunal shall decide the substance of the dispute in accordance with the laws of Belgium.

At least one of the arbitrators must have a degree equivalent or superior to a master's degree in law delivered in an EU Member State.

The arbitral tribunal may only share Competitively Sensitive Information (as defined in the Internal Rules of Procedure) with the parties involved in arbitration, their external advisors who are bound to confidentiality by virtue of their profession or by an adequate confidentiality agreement entered into between such external advisors and the arbitral tribunal, the case managers and legal counsels of the WIPO Arbitration and Mediation Center.

In addition to article 64 of the WIPO Arbitration Rules, the arbitral award shall on top of each page of the arbitral award where Competitively Sensitive Information is quoted or referred to contain the mention "RESTRICTED CONFIDENTIAL INFORMATION". In deviation from article 64 under (f) of the WIPO Arbitration Rules, these parts of the arbitral award shall only be provided to persons as referred to in the previous paragraph of this Article 17.

Consolidation of the arbitral proceedings pursuant to this Article 17 with other arbitral proceedings pending in or outside Belgium is excluded.

According to Article 66 of the WIPO Arbitration Rules, decisions of the arbitral tribunal will be final and binding.

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2. This Agreement shall be construed in accordance with Belgian law.

As agreed upon and signed in duplicate,

Licensor

Licensee

\_\_\_\_\_  
Name:  
Position:  
Place:  
Date:

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Name:  
Position:  
Place:  
Date:

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- Annex 1 – Licensed Trait**
- Annex 2 – Licensed Patents**
- Annex 3 - Territory**
- Annex 4 – Stewardship Obligations**
- Annex 5 – Standard for Royalty Report**



**Annex 1 – Licensed Trait**

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**Annex 2 – Licensed Patents**

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## Annex 3 - Territory

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**Annex 4 – Stewardship Obligations**

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**Annex 5 Standard for Royalty report .....**

(On company letter)

Please find below the royalty report of ..... (the company) for the period .....  
regarding the patent “.....”.

Gross Sales: ..... (currency and amount)

Royalty (.%): ..... (currency and amount)

OR, by exception, if both Parties agree in accordance with Article 3, al. 2 of this Agreement:

Gross Sales: ..... (tons or hectares, as agreed)

Royalty (.... rate): ..... (currency and amount)

..... (the company) will pay the royalty amount provided the patent is granted  
following the receipt of an invoice sent to:

..... (Company)  
Attn. .... (Name)  
..... (Address)

Best regards,

..... (Name)  
..... (Function)

...../.....

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