

Established on July 24, 2012.
Revised on February 23, 2015.

Article 1 【Purpose】 The purpose of these Guidelines is to prescribe detailed matters necessary for distributing royalties in executing the Regulations Governing Seoul National University's Intellectual Property Rights (hereinafter referred to as "Regulations").

Article 2 【Technology Transfer】 ① If a technology transfer contract is concluded, <Annexed Form 1> shall be used. Special attention shall be paid to the following subparagraphs, since they form the basic operation guidelines of the R&DB Foundation:

1. The validity of the patent and non-infringement of intellectual property rights of a third party cannot be warranted.
2. In the case of a patent that has been transferred or whose license has been established, where the licensee enterprise no longer implements the patent, or the corresponding enterprise gets merged with or acquired by another enterprise or goes bankrupt, the transferred technology shall be returned to Seoul National University, or the license shall be canceled.

② Technology transfer shall be performed targeting an enterprise having the purpose of implementing the technology and, in principle, shall not be given to an enterprise having the purpose of granting licenses regarding the transferred technology. In any of the following cases, however, technology transfer may be progressed in accordance with the decision of the Committee:

1. To have Seoul National University's fundamental technology transferred and develop it into a technology for commercialization through additional research activities;
2. To have a technology in the bio, pharmaceutical fields transferred and raise the possibility of commercialization through toxicity tests, animal tests, clinical tests, etc.;
3. To have a patent whose domestic application or PCT application is pending transferred and raise the value of such patent by additionally proceeding with PCT applications or applications to individual foreign countries; or
4. Other activities deemed necessary by the Committee.

③ In case of an enterprise -- wherein the largest shareholder or the representative director is the inventor - requesting for a technology transfer for the purpose of implementing the technology, such implementation shall be regarded as

“self-implementation” in order to increase the utilization of intellectual property possessed by Seoul National University. Further, the minimum amount taking into account the expenses for securing rights to intellectual property shall be collected as advance payment, and a certain percentage of sales proceeds shall be determined as ordinary royalties. In this case, since benefits have been given to the inventor when determining the advance payment, the amount collected as advance payment shall not be distributed as compensation for the inventor, and expenses relating to technology transfer shall not be deducted from the royalties in advance. However, in case of intellectual property created through government-supported research projects, the relevant regulations of the Ministry and contracts shall apply.

- ④ Where the R&DB Foundation progresses a technology transfer according to the request of an inventor after having concluded a technology transfer brokerage contract with a third party, the brokerage fee occurring from the brokerage contract shall be borne by the inventor.
- ⑤ If necessary, an inventor may conclude a know-how transfer contract and give an explanation of the technology to the enterprise demanding the technology transfer or provide additional technological consultation after transfer thereof. Such know-how transfer contract, as distinguished from a general consultation contract, shall be managed by the intellectual property management headquarters of the R&DB Foundation as an alternative contract to a technology transfer contract. However, the inventor shall report the contents of the technology as the subject of the know-how transfer contract on the basis of the invention proposal.

Article 3 【Distribution of Royalty】 ① Where royalties occur through technology transfer under Article 2, from the net royalty revenue obtained by deducting in advance the expenses for securing rights to intellectual property and the Technology Transfer-Related Expenses from the royalty amount (hereinafter referred to as “Net Revenue”), compensation for the inventor shall be paid, with the remaining amount distributed to the R&DB Foundation.

- ② The royalty shall include the advance payment and running royalties and shall exclude the patent fee that the enterprise, etc., has paid in advance as part of the royalty according to the contract.

Article 4 【Compensation for Inventor】 ① Compensation for the inventor shall be paid in the amount derived by deducting any amount already paid from the amount calculated based on the Net Revenue under Paragraph (1), Article 3 according to the following Subparagraphs:

1. In cases wherein the Net Revenue is 20,000,000 won or less, 100% of the Net Revenue;
2. In cases wherein the Net Revenue lies between 20,000,000 and 100,000,000 won, the amount under Subparagraph (1) plus 80% of the amount exceeding 20,000,000

won;

3. In cases wherein the Net Revenue lies between 100,000,000 and 500,000,000 won, the respective amount under Subparagraphs (1) and (2) plus 70% of the amount exceeding 100,000,000 won;
 4. In cases wherein the Net Revenue is more than 500,000,000 won, the respective amount under Subparagraphs (1), (2), and (3) plus 50% of the amount exceeding 500,000,000 won (however, this shall apply only to royalty that occurs on or after January 1, 2014);
- ② In cases wherein there is more than one inventor, compensation for the inventor shall be calculated based on the share indicated in the invention report. If the share is not evident, the amount of compensation distributed by each inventor shall be paid, assuming that the share of each inventor is equal. When paying the compensation, related taxes shall be withheld. However, the non-taxable amount in accordance with Acts such as Restriction of Special Taxation Act, etc., shall be excluded.
 - ③ When distributing royalty pursuant to the Government-aided Research Project Royalty Regulations, the management regulations of the Ministry in charge of the project shall apply. The distribution of the amount exceeding the royalty to be paid to the government and matters not provided for in the management regulations shall be determined according to the following subparagraphs:
 1. 50% of the royalty shall be distributed as compensation for the inventor, and expenses for securing rights to intellectual property (5% of the royalty) and technology transfer-related expenses shall be deducted from the royalty; 3/5 of the remaining royalty shall be distributed as institution operation expenses. <Amended February 23, 2015>
 2. The remaining amount after the distribution under Subparagraph (1) may be used for re-investment for research or as compensation for the inventor according to the request of the inventor.
 3. Deleted <February 23, 2015>
 - ④ Compensation for the inventor regarding the know-how transfer contract under Paragraph (5), Article 2 shall be paid in accordance with Paragraph (1) above. <Amended February 23, 2015>
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 3. Deleted <February 23, 2015>
 4. Deleted <February 23, 2015>
 - ⑤ As for the patent whose maintenance was abandoned by the R&DB Foundation and whose relevant expenses have been borne by the inventor, where royalties occur, compensation for the inventor shall be paid in the amount obtained by deducting any amount already paid from the amount calculated according to the following subparagraphs based on the remaining revenue after first deducting Technology Transfer-Related Expenses:

1. In cases wherein the remaining revenue is 20,000,000 won or less, 100% of the remaining revenue;
 2. In cases wherein the remaining revenue lies between 20,000,000 and 100,000,000 won, the amount under Subparagraph (1) plus 90% of the amount exceeding 20,000,000 won;
 3. In cases wherein the remaining revenue lies between 100,000,000 and 500,000,000 won, the respective amount under Subparagraphs (1) and (2) plus 80% of the amount exceeding 100,000,000 won;
 4. In cases wherein the remaining revenue is more than 500,000,000 won, the respective amount under Subparagraphs (1), (2), and (3) plus 70% of the amount exceeding 500,000,000 won (however, this shall apply only to royalty that occurs on or after January 1, 2014);
- ⑥ The amount decided to be paid to an inventor, but has not been paid to him/her due to his/her leaving SNU and because he/she cannot be contacted, shall be kept by the R&DB Foundation for three (3) years from the due date; if the amount remains unpaid thereafter, it shall be included in the intellectual property management accounting account.

Article 5 [Use of Technology Transfer-Related Expenses] The term “Technology Transfer-Related Expenses” refers to the amount distributed to the technology transferor in accordance with the relevant Acts such as the Technology Transfer and Commercialization Promotion Act who has contributed to the accomplishment of technology transfer (hereinafter referred to as “Contribution Dividend for Technology Transferor”) and all Other Technology Transfer-Related Expenses.

- ① The Contribution Dividend for Technology Transferor shall be determined according to the following subparagraphs, based on the extent of efforts necessary for the accomplishment of technology transfer and the amount of royalty:
1. Where the technology transferor searches for an enterprise that participates in a government-aided research project, or an inventor decides on an enterprise to be the subject of technology transfer, or in the case of technology transfer by an industry-academe research project: 4% of the royalty;
 2. Where a person in charge of technology transfer decides on an enterprise to be the subject of technology transfer or a promising technology: 6% of the royalty;
 3. Where the enterprise to be the subject of technology transfer is a foreign corporation, 2% shall be added to Subparagraph (1) or (2);
 4. Besides Subparagraphs (1) ~ (3), where the inventor requests for additional distribution, or if prescribed by the relevant regulations, the amount or percentage (%) corresponding thereto shall be added.
- ② The Contribution Dividend for Technology Transferor under Paragraph (1) shall be divided into bonus for the person in charge and reserve funds for incentives and used in accordance with the following subparagraphs:

1. Bonus for person in charge: The bonus to be paid to a person in charge of technology transfer shall be determined to be the amount obtained by multiplying the Contribution Dividend for the Technology Transferor by the distribution percentage in the table below. Persons eligible for payment shall be team leader or equivalent. Where more than one person participates in a technology transfer, the distribution percentage shall be determined by the president of Seoul Techno Holdings Company based on consultation among the parties concerned. However, the amount that is not paid due to retirement or change of occupation by a person eligible for payment shall be distributed to reserve funds for incentives.

Division	Distribution percentage
1. An enterprise participating in government projects; an inventor decides on an enterprise to be the subject of technology transfer; technology transfer of a co-owned patent regarding an industry-academe cooperation project	20%
2. A person in charge of technology transfer decides on an enterprise to be the subject of technology transfer or an intra-university technology	30%
3. Where the enterprise to be the subject of technology transfer is a foreign corporation	35%
4. Where the royalty in 1, 2, and 3 above exceeds 500,000,000 won (for example, where the royalty is 600,000,000 won, the distribution percentage shall apply to the 100,000,000 won exceeding 500,000,000 won and the running royalty that occurs additionally)	10% of the amount exceeding 500,000,000 won

2. Reserve fund for incentives: The remaining amount of the Contribution Dividend for Technology Transferor after setting aside the bonus for the person in charge distributed under Subparagraph (1) above shall be allocated for the reserve fund for incentives and distributed for use as performance bonus according to the performance of the business such as technology transfer and establishment of an affiliated company, etc., by the president of the technology holding company.

③ The term "Other Technology Transfer-Related Expenses" refers to all business expenses and activity expenses, etc., inclusive of various kinds of fees that have been executed in the course of transferring the relevant technology and shall be determined through consultation with the inventor.

Article 6 【Use of Amount Distributed for SNU R&DB Foundation】 Royalties distributed to the R&DB Foundation pursuant to Article 3 shall be used as funds for searching for Seoul National University's superb research outcomes, investment for business establishment by Seoul Techno Holdings Company, litigation for the protection of intellectual property, consultation for an enterprise intending to commercialize intellectual property, technology marketing, promotional exhibition, and education and training of the personnel exclusively in charge of the relevant businesses, etc.

Article 7 【Compensation, etc., for Contributors to Affiliated Company】 ① In any of the

following cases, Seoul Techno Holdings Company shall pay performance compensation to the contributors who have established and operated a subsidiary company pursuant to Paragraph (6), Article 14 of the Regulations:

1. Where the establishment of a subsidiary company has been complemented;
 2. Where the objective calculation and securitization of "equity value" of the subsidiary company possessed by Seoul Techno Holdings Company are possible through the progression of old stocks trading or IPO for the relevant subsidiary company.
- ② The performance compensation under Subparagraph (1), Paragraph (1) shall be the amount obtained by multiplying the total points given by the president of Seoul Techno Holdings Company to each of the following subparagraphs by 500,000 won (however, the total points given to the three (3) subparagraphs shall not exceed six (6)):
1. Extent of activities and level of difficulty necessary for the accomplishment: 5 points for grade S; 3 points for grade A; 1 point for grade B;
 2. Achievements to attract contributions with respect to the establishment of the relevant subsidiary company: 1 point for 30,000,000 ~ 100,000,000 won; 0.2 points for more than 100,000,000 won;
 3. Where the share of a subsidiary company has been secured through investments in kind in technology, etc., the amount corresponding to the value of the relevant share shall be regarded as having been attracted.
- ③ Performance compensation under Subparagraph (2), Paragraph (1) shall be determined as follows:
1. Trading of old stocks: 4% of traded amount of old stocks of the subsidiary company;
 2. IPO: 3% of the stock holdings of a subsidiary company owned by Seoul Techno Holdings Company;
- ④ Persons subject to payment of performance compensation as determined under Paragraphs (2) and (3) and distribution percentage thereof shall be determined by the president of Seoul Techno Holdings Company in consideration of the difficulty level of negotiation, terms and conditions of contract, precedents, etc.
- ⑤ In principle, performance compensation shall be paid in cash; in case of shortage of cash, stocks of a subsidiary company may be distributed under Paragraph (1). If desired by the party concerned, performance compensation may be kept in the name of Seoul Techno Holdings Company until the stocks of its subsidiary company are encashed.
- ⑥ If desired by the party concerned, Seoul Techno Holdings Company may pay such performance compensation in installment over several years.

Article 8 [Interpretation and Enforcement] Matters other than these Guidelines shall be determined by the decision of the Intellectual Property Management Committee.

ADDENDA

Article 1 【Enforcement Date】 These Guidelines shall enter into force on the date of their promulgation.

Article 2 【Transitional Measures】 ① These Guidelines shall apply beginning with the first royalty deposited after these Guidelines are promulgated.

② Persons eligible for distribution are limited to executives and staff members who work for the intellectual property management headquarters of the SNU R&DB Foundation, Seoul National University Industry Foundation, and Seoul Techno Holdings Company after these Guidelines are promulgated. For a person who retires or changes his/her occupation, royalty shall be paid until one (1) year after the date of retirement or change of occupation.

③ As for any provision of these Guidelines related to the Regulations Governing Seoul National University's Intellectual Property Rights, where the corresponding provisions of the Regulations are revised and promulgated after these Guidelines enter into force, the revised provision shall apply.

[Annexed Form 1]

Research Agreement

Title of Research Project	
Parties to the Contract	○○○○ (hereinafter referred to as “AAA”) R&DB Foundation, hereinafter referred to as “BBB”)
Principal Researcher	Seoul National University professor ○○○ (hereinafter referred to as “Principal Researcher”)

With respect to the research project above, “AAA” and “BBB” agree as follows:

Article 1 【Purpose and Scope】 ① The purpose of this Agreement is to provide expressly for the rights and obligations between “AAA” and “BBB” in performing the attached research plan.

② The scope of this Agreement is the same as the research scope of the attached research plan; the research result provided to “AAA” by the principal investigator after completion of the research shall be limited to matters described in the research scope.

Article 2 【Definitions】 ① The term “Research Outcome” hereof includes tangible results such as research material and equipment/research facilities, appurtenance, trial products, etc., and intangible results such as technologies, various kinds of information, discoveries, inventions, ideas, know-how, samples, designs, data, projects, records, and copies that have occurred during the performance of this agreement or as a result thereof.

② The term “Intellectual Property Rights” hereof means the rights on any intellectual creative work that can get legal protection as industrial property rights or copyrights such as ideas, inventions, patents, utility models, devices, designs, works, mask works, layouts, know-how, computer S/Ws, etc., as the “Research Outcome” created by the performance of this research project.

③ The term “Joint Intellectual Property Rights” hereof means the Intellectual Property Rights applied for at home or abroad and registered in the joint name of “AAA” and

“BBB” and includes all intellectual property rights such as converted application, division, continuations, re-examined applications, reissued patents, etc., that have been derived from the abovementioned applied for or registered Intellectual Property Rights.

- Article 3 【Executing Institution and Person in Charge, Etc., of Research】** ① The executing Institution of this research shall be “BBB” and OOO” (name of institution) established and operated by “BBB,” and the Principal Researcher shall be Professor OOO. However, “BBB” may request for the cooperation of “AAA” in providing the place necessary for the research, and “AAA” shall actively cooperate with “BBB” in providing such.
- ② “BBB” shall organize manpower for the research in accordance with the attached research plan and may add or adjust the manpower in consultation with “AAA.”
 - ③ Any and all administrative control over the research manpower related to the performance of this research and disputes with them shall be settled by “BBB” under its responsibility.

Article 4 【Research Period】 The research period of this agreement shall be from MM DD, 2000 to MM DD, 2000. However, this period may be extended through consultation between “AAA” and “BBB.”

- Article 5 【Payment and Management of Research Awards】** ① The total amount of research awards paid to “BBB” by “AAA” in accordance with this agreement shall be OO won. At the time of concluding this agreement, OO won shall be paid to “BBB” in cash.
- ② The payment under Paragraph (1) shall be deposited in cash to the bank account determined by “BBB” within thirty (30) days of the date “AAA” receives an (electronic) tax calculation sheet from “BBB.”
 - ③ In cases wherein additional research awards are required since the research period is extended according to Article 4, such awards shall be paid separately from the research awards under Paragraph (1) by “AAA” to “BBB” through consultation.
 - ④ At the request of “AAA,” “BBB” shall submit to “AAA” the details of used research awards in accordance with a separate form.

- Article 6 【Performance Incentive】** ① In cases wherein the “Research Outcome” submitted by “BBB” to “AAA” after completion of research & development meets the contents of the attached research plan, “AAA” shall pay OOO won as performance incentive to “BBB” in cash according to the research outcome separately from the research awards under Article 5.
- ② The evaluation of the performance under Paragraph (1) and the payment ratio shall be determined based on the standard decided through consultation between “AAA” and “BBB”; as for its payment, Paragraph (2), Article 5 shall apply *mutatis mutandis*.

Article 7 【Submission and Presentation of Research Report】 “BBB” shall submit the research report to “AAA” within one (1) month of the expiration date of research period. However, where “AAA” and the Principal Researcher agree in advance in order to maintain the secrecy of the contents of this research, the research report shall not be submitted.

Article 8 【Good Faith and Mutual Aid】 ① “AAA” and “BBB” shall faithfully perform each article and clause of this contract.

② Upon the request of “AAA,” the Principal Researcher may consult with “AAA” frequently about the research contents in the course of research, and “AAA” shall provide the Principal Researcher with materials necessary for the research.

Article 9 【Confidentiality】 ① Neither “AAA,” “BBB,” nor the Principal Researcher shall disclose or provide the secrets of the other party as acquired during the performance of this research to any third party without the approval of the other party.

② The Principal Researcher may make a presentation of the relevant research result for academic purposes except matters for which nondisclosure has been agreed upon with “AAA” in advance.

Article 10 【Attribution of Research Result, etc.】 ① Attribution of tangible property: Trial products among the outcomes of this research shall be the property of “AAA”; the research material and equipment and research facilities, etc., shall be the property of “BBB.”

② Attribution of intangible property: Intangible outcomes such as invention, device, design, computer program, layout-design, works, etc. (hereinafter referred to as “Invention, Etc.”) among the outcomes of this research and Intellectual Property Rights thereto shall be co-owned by “AAA” and “BBB.” However, the practical use of Invention, Etc., and Intellectual Property Rights thereto shall be prescribed by the following subparagraphs:

1. Expenses for application/registration: Expenses required for patent application and registration and maintenance of patent right in order to acquire “Joint Intellectual Property Rights” on an Invention, Etc., as per this agreement shall be borne by “AAA.” “BBB” shall faithfully endeavor and cooperate in the preparation of all the documents necessary for patent application and registration in order to acquire “Joint Intellectual Property Rights.”

2. Compensation for “practicing” a patent: In cases wherein “AAA” practices a “Joint Intellectual Property Right” resulting from this research output, “AAA” shall pay royalty to “BBB.” In cases wherein “AAA” purchases shares of “BBB” in order to practice a “Joint Intellectual Property Right,” the purchase price thereof shall be based on 100 ~ 500% of the total research expenses under Article 5, and the detailed transfer method

and cost shall be determined by a separate agreement between the parties. Furthermore, in cases wherein a "Joint Intellectual Property Right" is adopted as standard intellectual property of a standardization group decided by "AAA," the amount equivalent to 1 ~ 3 times the share purchase amount shall be paid to "BBB" additionally.

3. Disposal of share: In cases wherein "BBB" intends to dispose of its own share of "Joint Intellectual Property Rights" resulting from this research outcome to a third party, "AAA" shall have first right to purchase, and payment for such purchased share shall be based on 100 ~ 500% of the total research expenses under Article 5; the detailed transfer method and payment amount shall be determined by a separate agreement between the parties. In cases wherein "AAA" does not exercise its first right to purchase, "AAA" shall agree to the disposal of the share by "BBB," and "BBB" shall distribute the net profit after deducting all expenses occurring including the amount of sales taxes to "AAA" according to the shares.
 4. Distribution of profit when granting a license to a third party: In cases wherein a party to this agreement grants a license regarding any "Joint Intellectual Property Right" to a third party, the net profit after deducting all expenses occurring including the amount of taxes regarding the establishment of a license shall be distributed to the other party according to the shares.
 5. In case of cross-license package license: In cases wherein a party to this agreement concludes a cross-licensing or a package licensing agreement with regard to a "joint intellectual property right" with a third party, the amount of net profit obtained after deducting all expenses from the profit that is expected to occur from licensing this "joint intellectual property right" shall be distributed to the other party according to the shares.
 6. Practicing of related patent right: In cases wherein any technology developed and retained by "BBB" prior to the performance of this research or which is being protected by an intellectual property right (hereinafter referred to as "Background Technology") has been used for this research outcome, and "AAA" is required to use such "Background Technology" indispensably in implementing or using this research outcome, separate negotiation shall be made concerning the granting of license with respect to such "Background Technology" and royalty thereof.
 7. In cases wherein, in implementing "joint intellectual property right" occurring from this agreement, "AAA" receives from a third party a claim that "AAA" is infringing upon his/her intellectual property right, and any dispute thereon occurs, "BBB" shall do its best to cooperate with "AAA."
- ③ Presentation of research outcome: "BBB" may use the outcomes from the research or present all or any part of the contents thereof in any method such as presentation at a domestic or foreign seminar or in a publication, etc. "BBB" shall faithfully provide "AAA" with the information relating to the presentation such as the purpose of presentation, person subject to presentation, and place of presentation, etc., fifteen

(15) days prior to the presentation and may indicate “AAA” in the acknowledgment.

- ④ Good Faith clause: With regard to intellectual property rights disputes with a third party, “BBB” shall faithfully provide “AAA” with the materials requested by “AAA” and actively cooperate in the settlement of disputes.

Article 11 [Use of Name] Without prior approval from “BBB,” “AAA” may neither use all or any part of the contents of the documents submitted by “BBB” for the purpose of advertisement, sales promotion, [or] other advertising purpose or as litigation materials nor indicate nor use the name of “BBB” for the abovementioned purposes.

Article 12 [Restriction on Transferring the Contractual Status] “AAA” and “BBB” shall not transfer/impose on a third party the rights/obligations under this agreement without mutual agreement.

Article 13 [Indemnity and Responsibility for Protection] ① In cases wherein either party inflicts damage to the other party as a result of violating any of the matters prescribed by this agreement, the responsible party shall compensate for such damage.

- ② “AAA” shall defend, indemnify, and hold blameless “BBB” and the person in charge of research against all liabilities for security, litigations, and accusations occurring directly from or in relation with the research.

Article 14 [Termination of the Agreement] ① In any of the following cases, if “AAA” makes a request for correction to “BBB” by giving thirty (30) days' correction period, and “BBB” fails to perform correction or it is deemed to have no intention of doing so, “AAA” may terminate this agreement:

1. Where “BBB” is having extreme difficulties performing the research smoothly due to its violation of this agreement, and it fails to take correction measures within four (4) weeks of the date a request for correction has been made by “AAA.”
2. Where “BBB” fails to perform within the designated period its obligations such as submission of research results, etc., without justifiable reason.
3. Where “BBB” transfers the rights, obligations, and results under this agreement to a third party without the prior consent of “AAA.”

- ② In any of the following cases, if “BBB” makes a request for correction to “AAA” by giving thirty (30) days' correction period, and “AAA” fails to perform correction or it is deemed to have no intention of doing so, “BBB” may terminate this agreement.

1. Where “BBB” is having extreme difficulties performing the research smoothly due to a violation of this agreement by “AAA,” and “AAA” fails to take correction measures within four (4) weeks of the date a request for correction has been made by “BBB.”
2. Where the main properties of “AAA” become subject to important changes such as attachment, provisional attachment, bankruptcy, compulsory composition,

commencement of company reorganization procedure, abolishment of business, suspension of business, etc., and it is deemed impossible for “BBB” to perform this agreement continuously.

3. Where “AAA” fails to perform payment of research awards under Article 5 without justifiable reason and does not take corrective measures within four (4) weeks of the date a request for correction has been made by “BBB.”
- ③ In cases wherein this agreement is terminated on grounds of Paragraphs (1) or (2), as for the attribution of research results and outcome that have occurred until the time of termination, Article 10 shall apply. Furthermore, “BBB” shall settle the research expenses required up to that time and submit the settlement of accounts within four (4) weeks of the date of termination, and “AAA” shall pay the settled amount upon confirmation thereof.
- ④ Even after this agreement is terminated, “AAA” and “BBB” shall not be released from the obligation of confidentiality under Article 8.
- ⑤ As for other matters, the general civil law principle concerning the cancellation and termination of a contract shall apply.

Article 15 【Technical Assistance and Responsibility】 ① After the completion of this agreement, “BBB” may provide “AAA” with technical assistance (consultancy).

- ② In cases wherein the technical personnel of “AAA” are dispatched to the research place under Article 3 for the purpose of technology transfer, “BBB” shall extend full cooperation to them in terms of providing a research environment such as research facilities, office appliances and furnishings, etc.
- ③ In performing matters under Paragraph (2), expenses for providing a research environment, etc., to the technical personnel of “AAA” shall be paid by “AAA” through mutual consultation.

Article 16 【Exemption by Force Majeure】 Neither party shall be responsible to the other party for failure or delay in performing all or any part of the agreement due to force majeure events beyond reasonable control such as fire, flood, earthquakes, storm, laws, or acts or regulations of governmental authority, wars, riots, rebellions, natural disasters, industrial disturbances, labor disputes, etc. However, upon the occurrence of such force majeure condition, the affected party shall immediately notify the other party in as much detail as possible and shall promptly inform the other party of any further development.

Article 17 【Interpretation of Contract】 In cases wherein matters necessary for research performance are not specified in this agreement, or there are different opinions in the interpretation of this agreement, such matters shall be determined by mutual consultation between “AAA” and “BBB.”

Article 18 [Amendment of Contract] “AAA” and “BBB” may amend the contents of this agreement by mutual written agreement.

Article 19 [Settlement of Dispute] In the event that any dispute or different opinion arises in relation to the performance of this agreement or performance of both parties’ obligations, both parties shall endeavor to settle the problems amicably by mutual consultation. If such dispute or different opinion is not settled amicably, both parties agree to settle the matter through arbitration before the Korean Commercial Arbitration Board.

Article 20 [Effective Date] This agreement enters into force on the date “AAA” and “BBB” affix their respective signatures and seals on this agreement.

IN WITNESS WHEREOF, “AAA,” “BBB,” and the Principal Researcher hereto have caused this Agreement to be executed and sealed in triplicate, with each party keeping one copy thereof.

Attachment: copy of research plan

20YY MM DD

<p>“AAA”</p> <p>○○○○ Co., Ltd. CEO ○○○ (seal)</p> <p>Address:</p>	<p>“BBB”</p> <p>SNU R&DB Foundation Head ○○○ (seal)</p> <p>Address: 1 Gwanak-ro, Gwanak-gu, Seoul 1 Gwanak-ro, Gwanak-gu, Seoul</p> <p>Principal Investigator OO College OO Dept. O Professor OOO (seal)</p>
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[Annexed Form 2]

Employee Invention Report (Agreement on Succession of Right) and Patent Agent Designation

1. Invention Report / Agreement on Succession of Right

Title of Invention	(Korean) Fill in the title of invention to be submitted					
	(English)					
Contents of Invention	An invention proposal according to the form of the accompanying paper is attached					
Application / Registration Nos.	Fill in only if the invention above has already been applied for or registered					
Intra-University supporting Institutions	Fill in only if a center has a contractual share as an inventor (fill in the name of the institution, name of head of the center, and Dept.)					
Research expenses Management Institution						
Whether it is a Joint Application or not	Application in the name of SNU only <input type="checkbox"/> Joint Application <input type="checkbox"/>					
Application in the name of SNU only	Burden of expenses	Supported by SNU R&DB Foundation <input type="checkbox"/> Research expenses covering all the expense <input type="checkbox"/> Research expenses covering the expenses in part				
	Expected amount to be borne in case of partial burden					
Joint Application	Burden of expenses	Sole burden by other institution <input type="checkbox"/> Joint burden <input type="checkbox"/>				
	Names of Joint Applicants	Fill in share ratios of the joint application as well				
Number	Name of Inventor	Dept. and Position	Contact Information			
Inventor (SNU) Inventor (Assignor)	1	(Korean) 김출원 (Seal)	(Department)	(Tel.) 000-0000-0000	Share ratio (%)	20
		(English) Kim Chul won (Signature)	(Position) Assistant professor	(E-mail)		
	2	Resident Reg. No.	Address			
		(Korean) (Seal)	(Department)	(Tel.)	Share ratio (%)	
	(English) (Signature)	(Position)	(E-mail)			

	Resident Reg. No.		Address			
	3	(Korean) (Seal)	(Department)	(Tel.)	Share ratio (%)	
		(English) (Signature)	(Position)	(E-mail)		
	Resident Reg. No.		Address			
Inventor (Other institution) Inventor (Assignor)	1	(Korean) (Seal)	Name of other institution	(Tel.)	Share ratio (%)	
		(English) (Signature)		(E-mail)		
	Resident Reg. No.		Address			
	2	(Korean) (Seal)	Name of other institution	(Tel.)	Share ratio (%)	
		(English) (Signature)		(E-mail)		
	Resident Reg. No.		Address			
Whether it is a research project or not	N/A <input type="checkbox"/> Government project <input type="checkbox"/> Private (enterprise) project <input type="checkbox"/>					
Research project information	Government Ministries and Agencies (Management Institution)/name of enterprise [Research Sponsor]		Name of lead institution	Project identification number		
	Ministry of Education, Science, and Technology (National Research Foundation of Korea)		Seoul National University			
	Name of research & development project		Name of research & development	Contribution ratio (%)		
	Basic research project			100		
	Research period		Nth year of the relevant research period	Research awards for the relevant year (1,000 won)		
	January 1, 2009 ~ December 31, 2011		2 nd year	800,000		
Whether or not the invention is publicly disclosed	Not disclosed <input type="checkbox"/> Already disclosed <input type="checkbox"/> To be disclosed publicly <input type="checkbox"/>					
	Date of disclosure	Fill in YY MM DD (January 1, 2011)				
	How to disclose	Indicate whether Presented in a paper/Published in academic journal/Research report/Poster/Oral presentation, etc.				
	Information on PT	Fill in information such as name of academic journal, place of presentation, etc.				

	Contents of PT	Attach copy of presented contents.
	To be publicly disclosed	If to be disclosed publicly, fill in the expected date and disclosure method
Designation of patent attorney	Commission SNU R&DB Foundation to designate patent attorney <input type="checkbox"/> Individually designate a patent attorney <input type="checkbox"/>	
	If selecting "Individually designate a patent attorney," prepare "2. Patent Agent Designation Report" below	
January 1, 2010		
<p>I, the representative reporter and an inventor, hereby report the foregoing invention pursuant to the Regulations Governing Seoul National University Intellectual Property Rights, confirm that the inventor of patent specification and the inventor in the invention report is one and the same, transfer intellectual property rights such as patent right, utility model right, design right, trademark right, copyright, etc., with respect to the invention above to the assignee (Office of Research Affairs at SNU and Head of the SNU R&DB Foundation, san 56-1, Sinlim-dong, Gwanak-gu, Seoul) in accordance with the Regulations Governing Seoul National University Intellectual Property Rights, and agree to the payment of royalty according to the same Regulations.</p> <p>Representative reporter and confirmer (professor) Kim Chul-won (Seal or Signature)</p> <p>To: The Head of the SNU R&DB Foundation</p>		

2. Patent Agent Designation Report (prepared if wishing to designate a patent attorney individually)

Information on designated patent attorney		
Name of patent attorney's office		
Office Address		
Name of representative patent attorney		
Representative Contact	Address	
	E-mail	
	Tel./FAX	
Patent attorney in charge	Fill in the name, contact information (wire telephone number, mobile phone number, e-mail address, etc.)	
<p>I, the representative for the patent application of the invention above, request that above patent attorney be appointed. I will bear the expenses for its patent application, etc., in accordance with the standard determined by SNU R&DB Foundation, pledging to bear the excess amount as representative inventor.</p> <p style="text-align: right;">January 1, 2011</p> <p style="text-align: center;">Position of the representative inventor: Physical Astronomy Dept. College of Natural Science Name of representative inventor: Kim Chul-won (Seal or Signature)</p>		

Invention Proposal and Search for Prior Art Report

1. Invention Proposal

I. Bibliographical Matters				
Technology classification	Refer to the National Science and Technology Standard Classification System (how to fill in the Employee Invention Report)	Six T classification	IT <input type="checkbox"/> BT <input type="checkbox"/> NT <input type="checkbox"/> ET <input type="checkbox"/> ST <input type="checkbox"/> CT <input type="checkbox"/>	
Title of Invention	(Korean) (English)			
Representative inventor (professor in charge)	Name		Dept./Position	
	Contact Information	Wire telephone and email should be filled in.		
Working inventor (person in charge)	Name		Dept./Position	
	Contact Information	Wire telephone and email should be filled in.		
Information on "earlier application"	1. Is this a subsequent application in order to improve the invention of an earlier application?	YES <input type="checkbox"/> NO <input type="checkbox"/>		
	2. Is this an application to a foreign country for an earlier application?	YES <input type="checkbox"/> NO <input type="checkbox"/>		
	3. Is this a request for interim/registration expenses for an earlier application?	YES <input type="checkbox"/> NO <input type="checkbox"/>		
	Application number		Application date	
	Agent for application	Fill in the office name, name of patent attorney in charge, and contact information (telephone, email)		
Countries to which applications are to be filed	ROK <input type="checkbox"/> Overseas <input type="checkbox"/> (PCT <input type="checkbox"/> USA <input type="checkbox"/> Europe <input type="checkbox"/> China <input type="checkbox"/> Japan <input type="checkbox"/> Others <input type="checkbox"/> ())			
II. Opinions on Invention's Commercialization				
Attributes of the invention	a. Basic invention that suggests a new concept. () b. Invention that suggests an alternative replacing an existing technology. () c. Invention that improves an existing technology. ()			
	Grounds	Describe in detail the grounds therefor focusing on the technological importance of the invention		
Degree of completion of the invention	a. commercialization of test product stage () b. test product manufacturing stage () c. research & development completion stage (status wherein sufficient experiment data have been secured) () d. research & development progression stage (stage that requires additional experiments) () e. idea stage ()			
Enterprise possibly subject to technology transfer	Industrial technology field	Fill in the industrial technology fields such as pharmaceutical, communication, semiconductor industry		
	Name of relevant enterprises	Enter concrete company names such as Roche, Qualcomm, Samsung Electronics		

Market scale	Domestic market scale	
	Overseas market scale	
	Judgment grounds	Suggest objectified market trend information such as news account E-daily dated July 7, 2010, market report, etc.
Expected timing for commercialization	Within one (1) year <input type="checkbox"/> three (3) years <input type="checkbox"/> five (5) years <input type="checkbox"/> ten (10) years <input type="checkbox"/> more than ten (10) years <input type="checkbox"/>	
	Grounds	
Competitiveness for commercialization	Describe in detail the competitiveness for attracting corporate investment (strong points of the technology that will attract corporate investment) and factors encouraging market entry (factors encouraging market entry such as low-carbon, green growth technology, etc.)	
Enterprise presently contacted/ Commercialization strategy	a. There is an enterprise actively interested in technology transfer. (name of the enterprise:) b. There is a contactable enterprise concerning technology transfer. (name of the enterprise:) c. There is a commercialization strategy to be progressed after the application is filed. ()	
Information on expert	Where there is an expert on the relevant technology, technological value, or marketability, enter the expert's name, workplace, and contact information.	
Additional experiment required in case of technology transfer	Mass production experiment <input type="checkbox"/> Scale-up experiment <input type="checkbox"/> Clinical tests <input type="checkbox"/> Others <input type="checkbox"/> (describe in detail)	
Grounds for supporting foreign application	In cases wherein marking "Overseas <input type="checkbox"/>	
Precedents of transfer of inventor's technology	Where there are precedents of transferring the technology of the representative inventor, etc., describe the transfer cases	
III. Detailed Description of Invention		
<Preparation criteria>		
o In principle, the invention shall be described in a sufficiently clear and complete manner for the invention to be understood easily by a person engaged in the technology field to which the invention pertains. o Knowledge scope of a person engaged in the technology field to which the invention pertains: fourth year college student in the relevant major through second year student in the master's course		
1. Abstracts of the invention	o Describe briefly the concept of the invention so that the contents of the invention may be briefly identified.	
1.Technology field	o Describe what is this invention regarding and which technology field it applies to.	
3. Background technology (conventional technology) / tasks to be solved / purpose	o Describe briefly the technical background necessary for understanding this invention. o Where this is an invention that intends to solve problems in conventional technology, describe the abstract, composition, and effect of the conventional technology relating to this invention and problems thereto. o Where this is an invention that has its own purpose instead of intending to solve problems in conventional technology, describe such purpose.	

<p>4. Composition of this invention (means to solve the tasks)</p>	<ul style="list-style-type: none"> o Describe the concept of the key (essential) technological means in order to accomplish the purpose or effect of this invention. o Describe what function each essential technological means (composition) plays and how these technological means relate to one another and solve the problems. o A representative drawing should be attached in order to explain the key (essential) technological means of this invention.
<p>5. Effect of the invention</p>	<ul style="list-style-type: none"> o Describe concretely the effect of the difference in composition and actions between this invention and a conventional technology and advantages occurring incidentally. o Describe the effect of this invention as derived from the technological composition of the invention. Express clearly the causal relationship by what composition and what effects are generated.
<p>6. Concrete embodiment</p>	<ul style="list-style-type: none"> o Describe the contents of this invention in detailed, correct expression so that the invention may be carried in the following contents (In the case of an abbreviated word, written as the full name in the first appearance.) o In cases of an invention concerning equipment or system, a drawing of the equipment or system shall be attached. o In cases of an invention of a process, algorithm, etc., a relevant flowchart drawing shall be attached. o The structure, function, and overall combination thereof and actions by component of the invention shall be described in detail and in a gradated manner in relation to the attached drawings such as structural drawing (system structure), circuit diagram, process drawing (flowchart, etc.). Experimental data shall be written, if any.
<p>7. Industrially applicable field/ applicable field</p>	<ul style="list-style-type: none"> o In cases wherein this invention is available in other technology fields, such technology fields shall be filled in.

2. Prior Art Search Report

I. Prior Patent Search					
Search site					
Search keyword					
1	Patent number		Date		Country
	Abstracts of prior patent		Representative drawing		
	Similarities with this invention				
	Differences with this invention				
2	Patent number		Date		Country
	Abstracts of prior patent		Representative drawing		
	Similarities with this invention				
	Differences with this invention				
II. Prior Paper Search					
1	Paper information				
	Abstracts of prior paper		Representative drawing		
	Similarities with prior paper				
	Differences with prior paper				
2	Paper information				
	Abstracts of prior paper		Representative drawing		
	Similarities with prior paper				
	Differences with prior paper				
III. Overall Review Opinions					

[Attachment to Annexed Form 3] University Technology Classification Table

Major Classification	Medium Classification
A. Mathematics	A1. Algebra
	A2. Analysis
	A3. Topology
	A4. Geometry
	A5. Probability Statistics
	A6. Applied Mathematics
	A7. Computational Mathematics
	A0. Other Mathematics
B. Physics	B1. Particle Physics/Field Physics
	B2. Thermo/Statistical Physics
	B3. Nuclear Physics
	B4. Fluid and Plasma
	B5. Optics
	B6. Condensed Matter Physics
	B7. Atomic and Molecular Physics
	B8. Astrophysics/Cosmology
	B9. Interdisciplinary Physics
	B0. Other Physics
C. Chemistry	C1. Physical Chemistry
	C2. Organic Chemistry
	C3. Inorganic Chemistry
	C4. Analytical Chemistry
	C5. Polymer Chemistry
	C6. Biochemistry
	C7. Photochemistry
	C8. Electrochemistry
	C9. Interdisciplinary Chemistry
	C0. Other Chemistry
D. Life Science	D1. Biology
	D2. Genetic Engineering
	D3. Protein/Carbohydrate/Lipid Engineering
	D4. Cell/Tissue Engineering
	D5. Bioprocess/Metabolic Engineering
	D6. Bioinformatics
	D7. Nano-Bio
	D8. Bioresources Preservation/Production/Utilization Technology
	D9. Biosafety
	D0. Other Life Science
E. Earth Science	E1. Geological Science
	E2. Geophysics
	E3. Geochemistry
	E4. Atmospheric Science
	E5. Climatology and Climate Science
	E6. Marine Sciences
	E7. Polar Science
	E8. Earth System Science
E0. Other Earth Science	
F. Machinery	F1. Automation Technology
	F2. Land Vehicles
	F3. Energy/Environment
	F4. Industry/General Machinery
	F5. Minute/Micro Electromechanical System Equipment
	F6. Extremely Cold/High-technology Composite Machine
	F7. Hybrid Design/Production Technology
	F8. Measurement Standards/Test Evaluation
	F9. Industrial Engineering
	F0. Other Machinery
G. Materials	G1. Metallic Materials
	G2. Ceramic Materials
	G3. Polymeric Materials
	G4. Composite Materials
	G5. Electronic Materials
	G6. Nano Materials
	G5. Analysis/Characteristics Evaluation Technology
	G6. Material Process Technology
	G0. Other Materials
	H. Chemical Process
H2. Separation/Purification Process	
H3. Process Control	
H4. Molecular/Nano-chemical Process	
H5. Chemical Substances/Manufacture of Goods	
H6. Polymeric Materials and Process	
H7. Biochemical Process	
H8. Fiber/Clothing Manufacture	
H9. Chemical Process Safety/Preservation/Environment	
H0. Other Chemical Process	
I. Electricity / Electronics	I1. Industrial Electricity/Electronics
	I2. Electronic Goods
	I3. Electronic Element Technology
	I4. Semiconductor
	I5. Electric System
	I6. Electric Application
	I7. Power Electronics
	I8. Minute/Micro Electronic System
	I9. Fusion of Electrical and Electronics Technology System
	I0. Other Fusion of Electrical and Electronics Technology
J. Technology	J1. Computer
	J2. System S/W
	J3. S/W
	J4. Information Protection/Security
	J5. Contents Manufacturing/Distribution

	J6. Computer Graphics. Game/Animation
	J7. Space Information Technology
	J0. Other Information
K. Communication	K1. Transmission Technology
	K2. Exchange Technology
	K3. Communication Network
	K4. Radio Technology
	K5. Wireless/Mobile Communication
	K6. IT Terminals
	K7. Broadcasting/Satellite
	K8. Communication Application Service
	K0. Other Communication
L. Agriculture, forestry, and marine products	L1. Agriculture/Horticulture
	L2. Agricultural Biology/Chemistry
	L3. Livestock
	L4. Veterinary Medicine/Veterinary Science
	L5. Agriculture and Industry Technology
	L6. Forest Administration/Landscaping
	L7. Aquaculture/Production
	L8. Fishery Resources Management/Engineering
	L9. Food Processing
	L0. Other Agriculture, Forestry, and Marine Products
M. Health Sciences	M1. Medicine
	M2. Pharmacy/Cosmetic Science
	M3. Medical Engineering
	M4. Food Safety/Nutrition
	M5. Medical Information Science
	M6. Korean Medicine
	M7. Nursing Science
	M8. Dental Science
	M0. Other Health Sciences
N. Environment	N1. Pollution Prevention/Clean Element
	N2. Environmental Pollution Control/Management
	N3. Environment Material/Components/Equipment
	N4. Environmental Conservation/Restoration
	N5. Environmental Health
	N6. Environment Computerization
	N7. Environmental Prediction/Inspection/Evaluation
	N8. Prediction/Reduction of Environment/Natural Disaster
	N0. Other Environment
O. Energy/Resource	O1. Energy Production System
	O2. Energy Conversion/Preservation
	O3. Energy Efficiency
	O4. Clean Energy
	O5. New/Renewable Energy
	O6. Resources Exploration

	O7. Resources Development
	O8. Resource Utilization
	O9. Resource Base Technology
	O0. Other Energy/Resource
P. Nuclear Power	P1. Nuclear Reactor Core
	P2. NSSS
	P3. Nuclear Power Instrumentation & Control
	P4. Nuclear Power Safety
	P5. Nuclear Fuel/Material
	P6. Nuclear Fuel Cycle/Radioactive Waste Management
	P7. Radiation Technology
	P8. Nuclear Basic Science/Advanced Technology
	P9. Nuclear Facility Construction/Operation
	P0. Other Nuclear Power
Q. Construction/Transportation	Q1. Construction Planning/Design
	Q2. Construction Engineering/Material/Construction Management
	Q3. Maintenance
	Q4. Structure/Geo-engineering
	Q5. Water Engineering System
	Q6. Construction Environment/Equipment
	Q7. New Space Technology
	Q8. Transportation Facility/Means/Environment
	Q9. Transportation Operation/Management/Safety
	Q0. Other Construction/Transportation
R. Space, Aviation/Astronomy/Marine	R1. Space Launch Vehicle
	R2. Satellite System
	R3. Aircraft
	R4. Astro-space Science
	R4. Astro-space Observation
	R6. Marine Environments
	R7. Marine Resources
	R8. Shipbuilding
	R9. Ocean Engineering
	R0. Other Space, Aviation/Astronomy/Marine
S. Technical Innovation/Science and Technology Policy	S1. Scientific Technology and Society/Culture
	S2. Scientific Technology and Industry/Economy
	S2. Scientific Technology and Innovation
	S3. Scientific Technology and Management
	S4. Scientific Technology and Policy
S0. Other Technical Innovation/Science and Technology Policy	

[Annexed Form 4] Phase 1 Appraisal Table

1. Possession of Technology

	Description	Notes	Ans
Dependency	Is a patent possessed by an institution other than Seoul National University required in order to use this technology?	Yes	
		No	
Influence	Is there an inventor among the inventors of this invention, who belongs to an institution other than Seoul National University?	Yes	
		No	
Funding	Has this invention received research awards from several enterprises or received supporting funds for several government projects for its technology development?	Yes	
		No	
History	Does a research agreement remain in force?	Yes	
		No	
		Not Applicable	
Maintenance	Number of inventors	Only 1	
		2 or 3	
		3 to 5	
		More than 5	

2. Progression Technology Development

Stage of Development	Description	Notes	Ans
Understanding	What is the difficulty level of the contents of this patent?	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	
Reduction	Have you performed simulation or experiment in consideration of the commercialization of the relevant technology?	Yes	
		No	
Prototypes	What is the expected problem in giving a demonstration of this technology?	No Problems	
		A Little Problem	
		A Problem	
		Several Problems	
		Big Problems	
		No Prototypes	
		Not Applicable	
Production	What degree of scale-up is needed in order for the result obtained by a test in a laboratory room to be converted to mass production? (Degree of scale-up needed)	Very Small	
		Small	
		Average	
		Large	
		Very Large	
		Not Applicable	
Financial	What are the expected expenses for the developing processes in order to manufacture the product that applies this technology?	Very Small	
		Small	
		Average	
		Large	
		Very Large	
	What are the expected expenses necessary for using this technology? (For example, cost of materials is high, etc.)	Very Small	
		Small	
		Average	
		Large	
		Very Large	
Leadership	What should the attitude of internal personnel (professor or student) be to help us in commercializing this technology?	Enthusiastic	
		Supportive	
		Ambivalent	
		Negative	

3. Protectability of Technology

Protectability	Description	Notes	Ans
Challenge	In the technology field where this technology belongs, are many patent applications being filed actively at home and abroad?	Yes	
		No	
Strength	What level of efforts is required to develop a technology that is different from this technology?	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	
Enforcement	If any person infringes this technology, is it easy to identify such fact?	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	
Reach	How difficult is protecting this technology in foreign countries?	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	
Timing	Has the presentation of thesis/presentation at academic conferences on this technology been performed? (Or is there any plan to make a presentation in the near future?)	Yes	
		No	
Security	Ability to exclude others from practicing this technology	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	

4. Commercialization Possibilities

Commercialization	Description	Notes	Ans
Knowledge	Is it easy to know whether or not this technology is required on the market?	Very Easy	
		Easy	
		Average	
		Hard	
		Very Hard	
Breadth	What is the potential market size of the product that employs this technology?	Excellent	
		Above Average	
		Average	
		Below Average	
		Poor	
Industry Contacts	Can you easily penetrate the market (enterprise) that employs this technology?	Excellent	
		Above Average	
		Average	
		Below Average	
		Poor	
Industry Feedback	What is the response from the industry that observes this technology?	Enthusiastic	
		Supportive	
		Ambivalent	
		Negative	
Market Location	Is the technology to be used chiefly in Korea?	False	
		True	
Market Place Competition	Competitiveness compared with other technologies on the market?	Excellent	
		Above Average	
		Average	
		Below Average	
		Poor	
Time to Market	Time period required until the product employing this technology is released on the market?	>1 year	
		1 year	
		6 mos to 1 year	
		3 mos to 6 mos	
		less than 3 mos	
Regulations	Legal regulations relating to this technology?	Very Many	
		Many	
		Average	
		Few	
		Very Few	
Significance	Improvement compared to state-of-the-art?	Insignificant	
		Slight Improvement	
		Moderate Improvement	
		Significant Improvement	
		Revolutionary	
Licensing Barriers	(Considering the relevant enterprises) Number of enterprises accustomed to acquiring university technologies through licensing?	Very Many	
		Many	
		Average	
		Few	
		Very Few	
Timeliness	How many years will it take for this technology to be licensed?	>1 year	
		1 year	
		6 mos to 1 year	
		3 mos to 6 mos	
		less than 3 mos	

[Annexed Form 5] Phase 2 Appraisal Table

Division of Appraisal Indexes			
Major Classification	Medium Classification	Small Classification	Distributed Scores (weight)
Technology	Competitiveness (25 points)	Level of high technology compared with foreign technologies	5 (0.8)
		Advantages compared with foreign technologies	5 (1.0)
		Scale of mass production facility	5 (0.8)
		Expenses for developing procedures for commercialization	5 (0.8)
		Production cost of product employing this technology	5 (0.8)
		Life span of this technology on the foreign market	5 (0.8)
Marketability	Market-Friendliness (24 points)	Number of potential enterprises subject to technology transfer	5 (0.8)
		Number of domestic enterprises that are able to enter the overseas market	5 (1.0)
		Ease of contacting potential enterprises	5 (0.8)
		Overseas market share of domestic enterprises	5 (0.8)
		Certainty of foreign market entry	5 (0.6)
		Expected time of technology transfer	5 (0.8)
	Market Potential (21 points)	Expected size of the world market	5 (1.0)
		Growth rate of overseas market	5 (1.0)
		Domestic share of overseas market	5 (0.6)
		Market-dominating power of competing (alternative) products	5 (0.8)
		Existence of overseas niche market	5 (0.8)
Commerciality	Commercial Potential (30 points)	Will of domestic enterprises to enter the overseas market	5 (0.6)
		Certainty of existence of enterprises subject to technology transfer	5 (0.8)
		Benefits of technology	5 (0.8)
		Scale of additional investment, etc.	5 (0.8)
		Relation to startup company	5 (0.8)
		Contribution to heightening product competitiveness	5 (0.8)
		Countries where protection of this technology is required	5 (0.6)
		Whether this technology is consistent with the relevant standard	5 (0.8)

[Annexed Form 1]

Technology Transfer (Licensing) Agreement

The SNU R&DB Foundation (hereinafter referred to as "Licensor") and OOOO Co., Ltd. (hereinafter referred to as "Licensee") agree as follows and conclude this agreement in providing the "technology" possessed by "Licensor" to "Licensee" and granting a license:

Article 1 [Definitions] For the purpose of this Agreement, the following terms shall be defined as follows:

1. The term "licensed technology" hereof refers to an intellectual property right specified below as possessed or being applied for by "Licensor" or any technology or know-how possessed by "Licensor."

□ Patent (Application) No. OOOO

□ (Title of Technology)

2. The term "practicing" hereof refers to the act falling under any of the items of Subparagraph 3, Article 2 of the Patent Act of the Republic of Korea.

3. The term "licensed products" hereof refers to the products manufactured by applying "licensed technology" and their production equipment and, in the case of producing and selling intermediates and raw materials, includes such intermediates and raw materials.

4. The term "improvements" hereof refers to the technologies obtained by improving, replacing, expanding, or making additions to "licensed technology."

5. The term "background technology" hereof refers to the technology developed by "Licensor" in order to developed the "licensed technology."

6. The term "derivatives" hereof refers to the technology derived from the "licensed technology" and developed by "Licensor."

7. The term "related technology" hereof refers to the technology that is not included in the Agreement despite being related to "licensed technology" and developed by "Licensor."

8. The term "commercialization" hereof refers to carrying out sales by selling "licensed products."

9. The term "sales amount" hereof refers to the gross sales amount of "licensed products" at home and abroad.

10. The term "date of production commencement" hereof refers to the date the "licensed product" was first produced.

Article 2 [Contents of License] ① "Licensor" grants an exclusive (non-exclusive) license to practice this "licensed technology" in the Republic of Korea in accordance with the terms and conditions of this Agreement to "Licensee." However, in case of practicing outside the Republic of Korea, a separate agreement shall be concluded.

② With respect to some portion of the "licensed technology" that has not been practiced by

- “Licensee,” “Licensor” may regard such portion to have been abandoned by “Licensee.”
- ③ Without the consent of “Licensor,” “Licensee” shall neither transfer the license for this “licensed technology” to a third party, establish a pledge on the license, nor provide the license for this “licensed technology” to a third party for the purpose of sub-licensing the license.
 - ④ Matters concerning manufacturing by subcontracting shall be determined by prior consultation between both parties.
 - ⑤ In cases wherein “Licensor” acquires an industrial property right to this “licensed technology” after the date of concluding this Agreement, “Licensee” shall have the license under Paragraph (1), Article 2 in accordance with this Agreement. However, all expenses for the procedures for industrial property rights such as application for, amendment, registration, maintenance, registration of license, transfer, etc., shall be separately borne by “Licensee.”
 - ⑥ The term “licensed technology” refers only to the technology specified under Paragraph (1), Article 1 and does not include “background technology,” “related technology,” “derivatives,” and “improvements” developed by “Licensor.”

Article 3 [License Period] ① The term of this Agreement shall be from the execution date to MM DD YYYY. Unless there is a separate written agreement concerning an extension, this Agreement shall expire.

- ② In cases wherein “Licensee,” until two (2) years after the date of execution of this Agreement, shows negligence in the commercialization of licensed technology or fails to submit evidence of commercialization, “Licensor” may terminate this Agreement by serving a ninety (90) days' notice to “Licensee.”
- ③ “Licensee” shall notify “Licensor” of the “date of production commencement” in writing within eighteen (18) months of the date of execution of this Agreement; the “date of production commencement” shall be within twenty four (24) months of the date of execution of this Agreement. However, where “Licensee,” despite having the will for commercialization, requires a long period of investment to facilitate and explore applications, “Licensee” may extend the “date of production commencement” up to thirty six (36) months from the date of execution of this Agreement with the written consent of “Licensor.”

Article 4 [Royalty] Royalty shall be composed of advance royalty and running royalty. This article continues to be effective even if “Licensee” abandons a portion of the license for the “licensed technology” in accordance with Paragraph (2), Article 2.

- ① “Licensee” shall pay 00,000,000 won as advance royalty to “Licensor” in cash within fifteen (15) days of the date of execution of this contract.
- ② “Licensee” shall pay to “Licensor” a running royalty amounting to X % of “sales amount” of the “licensed products” annually every 28th of February during the term of the Agreement from the “date of production commencement,” in accordance with Article 5. However, the minimum running royalty shall be 00,000,000 won [per year]; where the annual running royalty is less than the minimum running royalty, the minimum running royalty shall be the

running royalty of the relevant year.

- ③ In cases wherein "Licensee" postpones the "date of production commencement" under Paragraph (3), Article 3 for a certain period, the minimum running royalty under Paragraph (2) corresponding to the postponed period shall be paid to "Licensor."
- ④ In cases wherein "Licensee" fails to abide by the due date for payment under Paragraph (1) or (2) without justifiable reason, "Licensee" shall pay as surcharge the amount obtained by multiplying the daily interest based on Shinhan Bank's over-draft interest rate by the number of days of delayed payment as arrears charge to "Licensor."
- ⑤ In cases wherein "Licensor" gives technical consultancy or technical assistance on this "licensed technology" to "Licensee," "Licensee" shall pay the technical consultancy fee or technical assistance fee to "Licensor" besides the royalty prescribed under Paragraph (1).
- ⑥ All royalties shall be paid in Korean currency.

Article 5 【Settlement of Royalty and Report thereof】 ① "Licensee" shall calculate the royalty that accrues for the period from January 1 to December 31 every year and pay it by February 28 of the following year. However, where the "date of production commencement" is later than June 30 of the relevant year, the royalty shall be included in the royalty for the following year and calculated, and the royalty for the expiring year shall be paid within sixty (60) days of the expiration date.

- ② "Licensee" shall notify "Licensor" of the "date of production commencement" of the products employing this "licensed technology" in writing.
- ③ "Licensee" shall, at the time of paying royalty, submit a report that includes the calculated royalty, calculation grounds, and evidentiary documents therefor together with an auditing report issued by an accounting firm to "Licensor"; the relevant accounting records and evidentiary materials therefor shall be kept for five (5) years by "Licensee." However, if necessary, "Licensor" may conduct an actual inspection on the report and auditing report under this Paragraph directly or by dispatching an agent selected by "Licensor," and "Licensee" shall faithfully cooperate thereupon.
- ④ In cases where, as a result of the actual inspection performed under Paragraph (3), a difference is found in the royalty payable to "Licensor" by "Licensee," double the difference shall be paid to "Licensor" by "Licensee"; if the difference is 3% or more, all the expenses for the actual inspection shall be separately borne by "Licensee."
- ⑤ The cases under Paragraph (4) of this Article or Paragraph (4) of Article 4 shall be without prejudice to any claim for damages.

Article 6 【Practicing of Technology】 ① "Licensor" provides this "licensed technology" as it is to "Licensee" and assumes no responsibility for the marketability, economic feasibility, territorial cultivation, or business operation and "commercialization" of the products employing this "licensed technology."

- ② In cases wherein "Licensee" requests for technical assistance from "Licensor" in the practicing of this technology, "Licensor" shall faithfully give technical assistance. However, all

the expenses occurring from the technical assistance shall be borne by "Licensee."

Article 7 [Improvement of Technology, etc.] ① In cases wherein "Licensee" intends to develop "improvements" using this "licensed technology" during the term of the Agreement, "Licensee" shall notify "Licensor" thereof in advance and promote such improvement through mutual consultation, and intellectual property rights to such "improvements" shall be co-owned by "Licensor" and "Licensee." Expenses for application for, registration, and maintenance of such "improvements" in order to obtain the intellectual property rights shall be borne by "Licensee," and "Licensee" shall have a license for the intellectual property right under the same conditions as this "licensed technology." However, if a non-exclusive license has been granted to "Licensee" pursuant to Paragraph (1), Article 2, the possession of intellectual property rights on the "improvements" shall be determined by mutual consultation.

② After the execution of this Agreement, "Licensor" can conduct research on the "licensed technology" together with a third party. Furthermore, in cases wherein "Licensor" and "Licensee" conduct a joint research, "Licensor" shall give the first right of refusal to license to "Licensee." However, where "Licensee" intends to practice "improvement(s)" created by "Licensor" using research awards by a third party other than "Licensee" such as government research awards, "Licensee" shall pay to "Licensor" more than the research expenses through a separate license agreement.

③ In cases wherein "Licensor" and "Licensee" do not agree whether a technology in question falls under "improvement(s)" under Paragraph (2), "Licensee" shall prove that it is not an "improvement."

Article 8 [Use of Name] "Licensee" shall neither, without prior consent from "Licensor," use the information acquired in relation to this Agreement and the original or copy of all or any part of the report/document provided by "Licensor" for purposes of advertisement, sales promotion, [or] other advertisements [or] as litigation materials nor imply nor use the name of "Licensor" for the purpose above.

Article 9 [Confidentiality and Protection of Technology] ① Without prior approval from "Licensor," "Licensee" shall neither, in any event, disclose nor provide information on "licensed technology" to a third party. This obligation of confidentiality includes the obligation to have the confidentiality observed by the executives, employees, and successors of "Licensee."

② "Licensor" shall not have the "licensed technology" known to a third party other than "Licensee," except for presentation for an academic purpose.

③ Paragraph (2) shall be in force for the term of this Agreement plus ten (10) years after its expiration.

Article 10 [Termination of Agreement]

① In any of the following cases or where "Licensee" violates any contractual obligation,

“Licensor” may terminate this Agreement after requesting for its correction by “Licensee” within thirty (30) days and “Licensee” fails to comply with the request or “Licensee” is deemed to have no intention of taking corrective measures:

1. Where “Licensee” fails to pay royalty under Article 4 without justifiable reason;
 2. Where “Licensee” fails to notify “Licensor” of the “date of production commencement” of products under Article 3 or abandons the practicing of “licensed technology” even before the “date of production commencement” or “Licensee” is clearly deemed to have abandoned it;
 3. Where “Licensee” has ceased operations, and it is deemed that there is no chance for the operation to be resumed for a considerable time; or
 4. Other cases wherein it is impossible to perform this Agreement due to a clear cause on the part of “Licensee.”
- ② In any of the following cases or where “Licensor” violates any contractual obligation, “Licensee” may terminate this Agreement after requesting for its correction by “Licensor” within thirty (30) days and “Licensor” fails to comply with the request or “Licensor” is deemed to have no intention of taking corrective measures:
1. Where “Licensor” allows a third party to use the “licensed technology” commercially without the approval of “Licensee”; however, this provision does not apply in case the license granted in Paragraph (1), Article 2 is a non-exclusive license; or
 2. Other cases wherein it is impossible to perform this contract due to a clear cause on the part of “Licensor.”
- ③ “Licensor” may terminate this Agreement immediately in the following cases:
1. Where “Licensee” has been declared bankrupt;
 2. Where “Licensee” has transferred its business, “Licensee” has been merged/acquired, or “Licensee” has gone into corporate liquidation or reorganization procedure; or
 3. Where Paragraph (2) or (3), Article 3 applies.
- ④ In cases wherein this Agreement is terminated due to any of the grounds for termination under this Agreement, “Licensor” shall not return the royalty already paid to “Licensee,” and “Licensee” shall calculate the running royalty up to the termination date and pay it to “Licensor” within thirty (30) days of the termination date.
- ⑤ After this Agreement expires or gets terminated, “Licensee” shall not, for any reason, practice or use this “licensed technology,” the related trademark, and the trade name, shall return all the technical data relating to the “licensed technology” to “Licensor,” and shall abandon all the rights under this Agreement.

Article 11 [Effect of Partial Invalidation] ① If any condition or provision of this Agreement is rendered legally invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected.

- ② To the extent that the condition or provision under Paragraph (1) is recognized as legally invalid, illegal, or unenforceable, such condition or provision shall be regarded as not having been included in this Agreement.

Article 12 [Amendment of Agreement] “Licensor” and “Licensee” may amend the contents of this Agreement by an agreement signed and sealed by their duly authorized representatives regarding this Agreement. However, in cases wherein the production capability of “Licensee” fails to meet the demands for the product, or “Licensee” does not sufficiently realize the “licensed technology” from a technological point of view or “Licensee” is recognized to have no ability to improve such situation, “Licensor” shall have the right to grant [license to] practice this “licensed technology” to a third party.

Article 13 [Settlement of Disputes] In the event that any dispute or different opinion arises in relation to the performance of this Agreement or performance of both parties’ obligations, both parties shall endeavor to settle the problems amicably by mutual consultation. If such dispute or different opinion is not settled amicably, both parties agree to settle the matter through arbitration before the Korean Commercial Arbitration Board.

Article 14 [Compensation for Damages]

In cases wherein “Licensor” or “Licensee” inflicts damage to the other party by violating this Agreement, the party who has inflicted the damage shall compensate for the damage.

Article 15 [Good Faith and Mutual Aid] ① “Licensor” and “Licensee” shall faithfully perform each article and clause of this Agreement.

② In the course of performance of this Agreement, at the request of “Licensee,” “Licensor” shall frequently cooperate concerning the provided technology, and “Licensee” shall actively cooperate as well with “Licensor” concerning the necessary matters.

Article 16 [Change of Important Matters and Notification thereof] ① In case of changing important matters such as address of the corporation or representative after the execution of this Agreement, “Licensee” shall notify “Licensor” thereof without delay; any mistake on the part of “Licensee” due to failure thereof shall be exempted from the claim by “Licensee.”

② Any notice between the parties shall be sent by registered mail to the last known address of the other party. If a party changes its address or contact information, notice thereof must be given to the other party.

Article 17 [Governing Law] This Agreement and the rights and obligations between the parties under this Agreement shall be interpreted and enforced in accordance with the laws of the Republic of Korea.

Article 18 [Force Majeure] Neither party shall be liable to the other party for damages or losses occurring due to force majeure events such as natural disasters, etc. However, upon the occurrence of such force majeure condition, the affected party shall immediately notify the other party thereof in as much detail as possible. Immediately after the cause is removed, the affected party shall perform such obligations with due haste.

Article 19 [Disclaimer of Warranty and Incontestable Clause] ① “Licensor” shall not warrant that the patent is valid and maintained for this “licensed technology,” or that the practicing of this “licensed technology” by “Licensee” does not infringe the patent rights and other industrial property rights of a third party. Furthermore, “Licensor” shall not be responsible for any and all losses occurring on the part of “Licensee” including payment of royalty to a third party due to the practicing of “licensed technology.”

② In cases wherein a third party institutes an action or a claim with respect to this “licensed technology,” either party shall immediately notify the other party thereof and cooperate with each other for mutual benefit. However, where “Licensee” is no longer able to practice this “licensed technology” due to a finalized and conclusive judgment of a court, etc., this Agreement is terminated, and Paragraph (3), Article 10 shall apply.

③ In cases wherein “Licensee” directly or indirectly disputes the patent validity of the technology related to this Agreement, “Licensor” may terminate this Agreement.

Article 20 [Effective Date] ① This Agreement shall enter into force on the date both parties sign their names and affix the seals on the Agreement.

② This Agreement, which prescribes basic matters regarding licensing between “Licensor” and “Licensee,” supersedes all previous documents between the parties; other negotiations and agreements with respect to this Agreement shall not be effective unless the same is made in writing and executed by the duly authorized representatives of the parties. However, any confidentiality agreement and MOU that have been previously concluded between “Licensor” and “Licensee” shall be exceptions.

Article 21 [Interpretation] Matters other than those specified in this Agreement and difference of opinion in interpreting this Agreement shall be settled by mutual agreement.

IN WITNESS WHEREOF, this Agreement is executed in duplicate, with “Licensor” and “Licensee” keeping one copy thereof.

MM DD YY

<p>“Licensor” Name: SNU R&DB Foundation Head OOO (seal) Address: 1 Gwanak-ro, Gwanak-gu, Seoul</p> <p>Inventor OO College OO Dept. O Professor OOO (seal)</p>	<p>“Licensee” Name: OOOO Co., Ltd. CEO OOO (seal) Address:</p>
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