

Established on July 24, 2012.

Article 1 [Purpose] The purpose of these Guidelines is to prescribe detailed matters necessary for executing the technical consultancy agreement under Article 15 of the Regulations Governing Seoul National University's Intellectual Property Rights ("hereinafter referred to as the "Regulations").

Article 2 [Conclusion and Performance of Technical Consultancy Agreement] ① When concluding a technical consultancy agreement, <Annexed Form 1> shall be used. Special attention shall be paid to the following subparagraphs in concluding an agreement, since they are from the basic operation guidelines of the SNU R&DB Foundation:

1. Technical consultancy shall not exceed five (5) times and forty (40) hours on a monthly basis. However, where the person in charge of consultancy holds an additional post as a non-executive director or a representative of an enterprise, the total time input in the additional post and technical consultancy shall not exceed forty (40) hours on a monthly basis;
2. In principle, intellectual property rights occurring from the technical consultancy process shall be owned by the institution where the inventor belongs and, in some cases, may be co-owned together with an enterprise that pays consultancy fees. In the case of co-ownership, since a university does not self-practice intellectual property rights, expenses relating to intellectual property rights shall be borne by the enterprise;
3. In cases wherein an intellectual property right is licensed to the sponsor enterprise, separate royalty shall be paid.

② Special attention shall be paid to the following subparagraphs in the course of performing technical consultancy, since they form the basic operation guidelines of the SNU R&DB Foundation:

1. In the case of a technical consultancy agreement for which the consultancy fee per one (1) consulting and the total annual fee do not exceed 2,000,000 won and/or 100,000,000 won, respectively, the person in charge of consultancy shall prepare Annexed Form No. 2 within one (1) month of the close of the consultancy agreement and submit it to the SNU R&DB Foundation;
2. In the case of a technical consultancy agreement for which the consultancy fee per one (1) consulting and the total annual fee exceed 2,000,000 won and 100,000,000 won, respectively, the person in charge of consultancy shall prepare Annexed Form

No. 2 together with around two (2) sheets of A4 paper summarizing the contents of the technical consultancy within one (1) month of the close of the consultancy agreement and submit it to the SNU R&DB Foundation. However, contents pertaining to the enterprise's know-how in the contents of technical consultancy may not be described.

Article 3 【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 not apply to technical consultancy agreements executed before these Guidelines are promulgated.

② As for any provision of these Guidelines related to the Regulations Governing Seoul National University's Intellectual Property Rights, where the corresponding provision of the Regulations is revised and promulgated after these Guidelines enter into force, the revised provision shall apply.

[Annexed Form 1]

Technical Guidance (Consultancy) Agreement

Contents of Consultancy	
Parties to Agreement	Co., Ltd. ____ CEO ____ (hereinafter referred to as "AAA") SNU R&DB Foundation ____ (hereinafter referred to as "BBB")
Person in charge of consultancy	Seoul National University __College __Dept. _professor ____ (hereinafter referred to as "person in charge of consultancy")

Article 1 [Purpose of Agreement] The purpose of this agreement is to prescribe all matters necessary for requesting for "technical guidance (consultancy) of "BBB" regarding _____" (hereinafter referred to as "technical consultancy") by "AAA" and performing the guidance by "BBB."

Article 2 [Contents of Consultancy] ① The main contents of the technical consultancy shall be as follows:

- _____(describe concretely according to detailed items)
- ② Other detailed contents of the technical consultancy shall be determined through consultation between "AAA" and "BBB."

Article 3 [Term of Agreement] The period of this agreement shall be from MMDDYY to MMDDYY. "AAA" may, if it deems necessary, extend the agreement period through mutual consultation.

Article 4 [Conditions of Technical Consultancy] ① In principle, technical consultancy shall be performed during the term of the agreement over a total of (__) times, for a total of (__) hours, at the designated place.

- ② During the term of the agreement, "AAA" may visit the "person in charge of consultancy" after obtaining his/her prior approval and request for the necessary technical consultancy. Furthermore, in cases wherein "AAA" requests for technical consultancy to the "person in charge of consultancy" while performing research, the "person in charge of consultancy" shall faithfully comply with such request.
- ③ In cases wherein the "person in charge of consultancy" is required to go on official domestic or overseas trips in relation to the performance of technical consultancy, he/she may comply with the official trip according to the request of "AAA," and related

expenses shall be borne by "AAA."

- ④ In cases wherein the "person in charge of consultancy" visits the business place of "AAA" to perform technical consultancy, he/she shall faithfully comply with all the internal rules of "AAA."
- ⑤ The facilities, materials and equipment necessary for performing consultancy such as computer, communication equipment, etc., shall be installed by "AAA" at the place of performing consultancy at the request of the "person in charge of consultancy."

Article 5 【Technical Consultancy Fee】 ① "AAA" shall pay 000,000,000 won as technical consultancy fee to "BBB" as follows:

- First payment: 000,000,000 won shall be paid within fifteen (15) days of receipt of the invoice following the execution of the agreement.
- Second payment: 000,000,000 won shall be paid within fifteen (15) days of receipt of the invoice and after (__) months elapse from the execution of the agreement.
- ② In cases wherein additional expenses are required due to the extension of term pursuant to Article 3, "AAA" shall pay for such additional expenses to "BBB" separately from the technical consultancy fee under Paragraph (1) through mutual consultation.

Article 6 【Attribution of Results】 ① The rights to the results of technical consultancy such as technology, information, and know-how as acquired through this agreement and intellectual property rights acquired by applying such technology, etc., above shall be co-owned by "AAA" and "BBB."

- ② Expenses required for application for, registration, and maintenance of intellectual property rights under Paragraph (1) shall be borne by "AAA." "BBB" shall faithfully cooperate in the preparation of all documents necessary for application for and registration of intellectual property rights under Paragraph (1.)
- ③ "AAA" shall pay 20% of the total consultancy fee to "BBB" when the application for registration of intellectual property rights under Paragraph (2) is filed and 80% of the total consultancy fee to "BBB" when such intellectual property right is practiced.

Article 7 【Confidentiality】 ① "AAA" and "BBB" shall neither disclose nor provide any information acquired from the other party during the performance of this agreement to a third party without prior written approval from the other party for the term of this agreement and one (1) year after the termination of this agreement.

- ② "BBB" may make a presentation of the academic outcome of the technical consultancy in an academic journal or a thesis, etc., and shall faithfully provide "AAA" with the relevant information such as the purpose, target audience, and place of presentation.
- ③ In cases wherein the information under Paragraph (1) is already publicly known, or "BBB" has already been aware of -- or becomes aware of -- such information in due course without violating the obligations in this agreement, this Article shall not apply.

Article 8 [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, and other advertising purpose or as litigation materials nor indicate nor use the name of “BBB” for the abovementioned purposes.

Article 9 [Termination of Agreement] ① If any of the following grounds occurs, either party may terminate this agreement by a written notification to the other party:

1. Where either party violates this agreement and fails to correct such violation within four (4) weeks of receiving a written notice thereof from the other party;
2. Where it is deemed difficult for the technical consultancy to be completed due to death, accident, position change, and other grounds on the part of the person in charge of consultancy; or
3. Where “BBB” ceases to exist on grounds of merger and acquisition, etc.

② In cases wherein “AAA” has to terminate this agreement due to unavoidable circumstances, “AAA” may terminate this agreement by giving four (4) weeks’ notice to “BBB” and having mutual consultation.

③ In cases wherein it is deemed extremely difficult for “BBB” to perform the technical consultancy smoothly due to a violation of this agreement by “AAA,” “BBB” may urge “AAA” to correct such by giving three (3) weeks’ notice and terminate this agreement if the correction is not made within such period.

④ In the event that this agreement is terminated, “AAA” shall settle the technical consultancy expenses up to the time of termination; as for the attribution of results occurring up to that time, Article 6 shall apply.

⑤ Other matters concerning the termination of the agreement shall be determined by consultation between “AAA” and “BBB.”

Article 10 [Amendment of Agreement] Any amendment of this agreement shall be made by written consultation between “AAA” and “BBB.”

Article 11 [Good Faith] “AAA” and “BBB” shall faithfully perform this agreement with their utmost effort.

Article 12 [Assignment] Neither this Agreement nor any of the rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party.

Article 13 [Interpretation of Agreement] ① Matters other than those specified in this agreement and disputes over the interpretation of this agreement shall be resolved by mutual consultation.

② In the event that the contents of this agreement conflict with the contents of the

consultancy plan, the contents of this agreement shall have priority.

Article 14 【Settlement of Disputes】 All disputes concerning the contents of this agreement shall be settled by arbitration before the Korean Commercial Arbitration Board.

Article 15 【Compensation for Damages, etc.】 ① “AAA” shall not impose any legal obligation on “BBB” by any act of “AAA” without the prior consent of “BBB” and shall immediately compensate “BBB” for any damage and expenses incurred by the actions of “AAA.”

② Neither party shall be liable to the other party for the delay, interruption, or failure to perform service due to force majeure events such as natural disasters, etc.

Article 16 【Entire Agreement】 Any and all oral or written consultations between the parties regarding the technical consultancy of this agreement, which run counter to the provisions of this agreement, shall not be in force or effect.

IN WITNESS WHEREOF, this agreement is executed in duplicate, with “AAA” and “BBB” each keeping a copy thereof.

MM DD YY

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

Report of Technical Consultancy, etc.				
Reporter	Name		Affiliated member of	
	Position (Position grade)			
Requesting Corporation	Name of Corporation		Representative	
	Department in charge		Contact Information	
Contents of consultancy ¹		<i>Summarized contents of technical consultancy</i>		
Place				
Date and time		MMDDYY ~ MMDDYY (HH:MM ~ HH:MM)		
Batch reports		Times per month (quarter): times (total consulting times: hrs)		
Costs		Total amount in won (※average cost per one (1) consulting in won)		
<p>...</p> <p>Reporter (signature)</p>				
<p>Remarks</p> <p>1. In the case of a technical consultancy agreement for which the consultancy fee per one (1) consulting and the total annual fee exceed 2,000,000 won and 100,000,000 won, respectively, a summary of around two (2) sheets of A4 paper shall be attached (if the contents of technical consultancy pertain to the enterprise's know-how, such may be omitted.)</p>				