



Rapid Voluntary Licensing
A Good Practice guide for Medical Devices

Author: Lisa Cowey



Table of Contents

DISCLAIMER.....	3
Introduction and overview.....	4
Introduction to voluntary licensing (VL).....	5
Contrasting approaches to RVL.....	5
Differences	5
Commonalities	6
Final Comment: balancing humanitarian purpose with protection for the licensor	6
Annex 1	7
Stanford Ventilator Open Source License	7
UCL-Ventura 3 year Licence	10



DISCLAIMER

The document is based on publically available resources, in particular template licensing agreements published in 2020. It is designed to be informative and useful but should not be used as a definitive guide.

The authors, IMPAC3T IP and project partners can accept no responsibility for the outcomes and results of its use.



Rapid Voluntary Licensing

A Good Practice guide for Medical Devices

Introduction and overview

Introduction to these guidelines: These Guidelines have been developed by the IMPAC3T IP project. They are part of a wider ‘licensing tool-kit’, developed by IMPAC3T IP, funded by the European Union HORIZON EUROPE programme from December 2023 to December 2026. **www.IMPAC3TIP.EU**

Purpose: The main purpose of this guide is designed to highlight the main issues to be considered in a Rapid Voluntary License with particular emphasis on **medical devices**. It can be read in conjunction with the Report of the Task Force on Voluntary Licensing and Access to **Medicines** Checklist for Voluntary Licensing.

Target readership: The main target readership is organisations directly involved in technology transfer, (both Public Research Organisations and commercial enterprises) who may need to negotiate such a license in the future.

Level: This document assumes that the reader has some prior experience in negotiating technology licenses and is familiar with the main clauses of a voluntary commercial license

Approach: These guidelines have been developed based on materials in the public domain and in particular two contrasting ventilator licenses. The guide highlights the main clauses that need to be particularly carefully considered. It makes direct reference to the two licenses:

Stanford Open Source Ventilator License

- UCL-Ventura Licence¹
- Stanford Open Source Ventilator License²

Linked resources: These guidelines can be read in conjunction with the other tools in the IMPAC3T IP ‘Crisis’ tool kit and specifically the:

- Crisis Tool-kit: FAQ Fact Sheet and Literature review on Compulsory and Voluntary Licensing
- Crisis Tool-kit: CL & VL Case Studies
- Updated Report of the Task Force on Voluntary Licensing and Access to Medicines Checklist for Voluntary Licensing (external updated resource).

¹ Contact: <https://www.ucl.ac.uk/healthcare-engineering/research/ucl-ventura-breathing-aids-covid-19-patients/accessing-ucl-ventura-cpap-internationally>

² Available online at <http://openvent.stanford.edu/license.pdf>



Introduction to voluntary licensing (VL)

A voluntary license agreement is a contract between a patent holder (the licensor) and a third party (the licensee) that gives the third party the right to use the patent. The IP holder voluntarily grants the license and sets the terms and conditions.

A voluntary license contrasts with a compulsory license when the IP owner is ordered and compelled to act by a higher authority e.g. a government, and the terms and conditions e.g. pricing and royalties, are dictated by the high authority.

Most licensing arrangements are voluntary and commercial in nature. However, humanitarian use of a voluntary license can create the need for specific terms and conditions with respect to the non-commercial nature of the license, the degree of control exercised over the technology being licensed by the licensor and the extent to which the licensor protects themselves from unfortunate consequences arising from the use, misuse or inability to deploy the technology e.g. injury or death.

Rapid voluntary licensing (RVL) was a characteristic of the 2020 COVID-19 pandemic, particularly for medical devices such as ventilators. The urgent nature of the crisis meant that standard humanitarian licenses were not always deemed sufficient due to the possible unforeseen outcomes of using technology that had only recently been developed and that was in some cases being manufactured and used by those without a significant track record in the field.

Contrasting approaches to RVL

Differences


The approaches to RVL illustrated by the two ventilator examples (see Annex 1) are very different.

Stanford Open Source Ventilator License

- The Stanford Open Source Ventilator License takes a very ‘hands off approach’. It seeks to emulate an Open Source software Licenses where materials are placed in the public domain under quite standard terms and conditions for their use.
- The licensor seeks to make no money from royalties and does not limit the licensee to the same conditions beyond the main ‘Purpose’.
- Onward use and adaptation is not controlled or reported.
- The license is not time bound although it is linked in its **Purpose** to a response to the COVID-19 pandemic.
- Adherence to **quality and safety standards** is simply ‘agreed’.
- No legislative regime is given for settling of disputes.

UCL-Ventura Licence

- In contrast, the UCL-Ventura Licence takes a much more controlled approach and tightly defines terms and conditions with specific reference to this technology e.g. with respect to **cost-based pricing** and associated **audit** and control and checks on **sub-licensees**.
- It defines and strongly controls **Technical Information** and **Confidential information**.
- Although it is also a response to the COVID-19 pandemic it sets a **3 year limit** on use (Duration).
- While the licensor also does not seek to make money from royalties this is contingent on the licensee using a **cost-based model** for onward sale and where such an approach is found not have been followed, the licensor has the right to take back the financial excess following audit.
- **Technical improvements** are to be reported.
- The license also places strong emphasis on the licensors ‘**obligations**’ with respect to **quality and safety standards** for **manufacture and use**.

- 
- The licensee is responsible for removing from the market and investigating the root cause of any products found to be being **defected, non-conforming to the Documentation or unsafe.**
 - The **Ventura** license states the law regime that will govern the agreement.

Commonalities

Where the 2 licenses have clear **commonalities** in their approach to protecting the licensor. This is done through clauses on **Warranties, Liability Limitation, Waiver and Indemnity.**

This is a critical point for a RVL as making the license royally free and unmonitored does not safeguard the licensor as the owner of the technology rights, from legal action e.g. in the case of the technology being defective or unsafe and resulting in injury or death.

- The UCL Venture license uses terms such as 'as is'. It also makes clear that no assurances are being offered with respect of infringement or fitness for a particular purpose.
- Both licences require the licensor to indemnify and keep indemnified the Licensors.
- In the case of the UCL Ventura licence proof needs to be offered that insurance policies from reputable insurance companies are in place to cover public and product liability.

Final comment: balancing humanitarian purpose with protection for the licensor

When offering a VRL the degree to which the technology owner is invested in their own technology and reputation may play a significant part in the level of control exercise through the license. This should be a consideration for both public and private entities.

Humanitarian inclination should not lead a licensor to overlook the normal considerations set out in a royalty bearing license. A critical perspective when drafting a RVL must be *'what will happen if something goes wrong and how can we balance humanitarian purpose with protecting ourselves from worse case scenarios?'*



Annex 1

Stanford Ventilator Open Source License

In responding to the COVID-19 pandemic, we are making available under this license a package of design materials which have been developed to promote research and collaboration in furtherance of developing a mechanical ventilator for rapid deployment to respond to COVID-19 emergency needs. Subject to the terms and conditions of this Ventilator Open Source License, LICENSOR offers its Ventilator Materials on a royalty-free, open-source basis.

By exercising the rights granted hereunder, You accept and agree to be bound by these terms and conditions. You are granted the rights hereunder in consideration of Your agreement to these terms and conditions. If You do not agree to these terms and conditions, do not download or use the Ventilator Materials.

If You are agreeing to these terms and conditions on behalf of a legal entity, You represent that You have the legal authority to bind the legal entity to these terms and conditions.

In consideration of the mutual covenants contained herein, You agree as follows:

1. DEFINITIONS.

“Contributor” shall mean LICENSOR and any owner of a Ventilator Contribution.

“Derivative Work” shall mean any work that is based on (or derived from) any portion of the Ventilator Materials. For the purposes of this Ventilator Open Source License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, any portion of the Ventilator Materials and Derivative Works thereof.

“Ventilator Contribution” shall mean any work of authorship, design, or inventorship that is contributed under this license to the Ventilator Materials by a person authorized to submit the contribution on behalf of the owner.

“Ventilator Materials” shall mean and include the design information, code, and documentation used in designing a mechanical ventilator for potential COVID-19 deployment, which may include: schematics, printed-circuit board layouts, mechanical computer-aided-design files, 3Dmodels, software source code, documentation, bill-of-materials, and configuration files.


“You” (or “Your”) shall mean an individual or Legal Entity agreeing to the terms and conditions of this Ventilator Open Source License.

2. VENTILATOR MATERIALS LICENSE.

Subject to the terms and conditions of this Ventilator Open Source License, LICENSOR and each Contributor hereby grant to You a perpetual, worldwide, non-exclusive, no-charge, royaltyfree, irrevocable (except as stated in this section) license to the Ventilator Materials to make, have made, use, offer to sell, sell, and have sold a ventilator (“Ventilator”) for use in response to the COVID-19 pandemic (the “Purpose”), and to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Ventilator Materials and such Derivative Works, and to commercially exploit any mask works included in the Ventilator Materials or such Derivative Works for the Purpose.

You may reproduce and distribute copies of the Ventilator Materials or Derivative Works thereof in any medium, with or without modifications for the Purpose, provided that You meet the following conditions:

1. You must give any other recipients of the Ventilator Materials or Derivative Works a copy of this Ventilator Open Source License; and

- 
2. You must cause any modified files or other portions of the Ventilator Materials to carry prominent notices stating that You changed such files or other portions; and
 3. You must retain, in any Derivative Works that You distribute, all notices, including copyright, patent, trademark, and attribution notices, from the Ventilator Materials, excluding those notices that do not pertain to any part of the Derivative Works; and
 4. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Ventilator Materials otherwise complies with the conditions stated in this Ventilator Open Source License.

If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that any portion of the Ventilator Materials, a Ventilator Contribution incorporated within the Ventilator Materials, or any portion of a Ventilator directly or contributorily infringes any patent, or You seek any declaration that a patent licensed to You under this Ventilator Open Source License is invalid or unenforceable, then any patent licenses granted to You under this Ventilator Open Source License shall terminate as of the date such litigation is filed.

3. SUBMISSION OF VENTILATOR CONTRIBUTIONS

You are not required to submit contributions to the Ventilator Materials, but you may do so at your discretion. Unless You explicitly state otherwise, any Ventilator Contribution intentionally submitted by you for inclusion in the Ventilator Materials shall be provided under the terms and conditions of this Ventilator Open Source License, without any additional terms or conditions.

4. TRADEMARKS.

This Ventilator Open Source License does not grant permission to use the trade names, trademarks, service marks, or product names (“Marks”) of LICENSOR or any Contributor, except as required for reasonable and customary use in describing the origin of the Ventilator Materials, or as required by regulatory authorities.

5. NO IMPLIED RIGHTS.

Except for the licenses expressly set forth herein, no other licenses are granted hereunder whether by implication, estoppel or otherwise. This Ventilator Open Source License provides You with no implied rights or licenses to the intellectual property of LICENSOR or any Contributor.

6. DISCLAIMER OF WARRANTY.

Unless required by applicable law or agreed to in writing, LICENSOR provides the Ventilator Materials (and each Contributor provides its Ventilator Contributions) on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. The Ventilator Materials are not a final product and may not be fully functional, may contain errors or design flaws, and may have reduced or different and reliability standards relative to commercial or existing versions of similar products. Use of the Ventilator Materials may result in unexpected results or other unpredictable damage or loss.

You are solely responsible for determining the appropriateness of Your use of the Ventilator Materials, or any Ventilator, and You assume all associated risks, including but not limited to the risks and costs of damage to or loss of data, programs or equipment, and unavailability or interruption of operations.



You agree to comply with all required regulations and safety standards applicable to Your use of the Ventilator Materials, including in each jurisdiction of desired use, distribution, or sale. The Ventilator Materials have not been designed, tested or certified for use in connection with the design, construction, maintenance, and/or operation of any system where the use of failure of such system could result in a situation that threatens the safety of human life or results in catastrophic damages including severe physical harm or property damages (for example, use in connection with any healthcare or other life critical applications), and You are solely responsible for use of the Ventilator Materials or any resultant Ventilator in any such system. This Ventilator Open Source License is not intended to provide You with all the permissions required for Your intended use of the Ventilator Materials. Your use of the Ventilator Materials may be limited by regulatory requirements or permissions, patient safety standards and factors, quality management controls, and other rights and restrictions.

You acknowledge that the Ventilator Materials provided to You hereunder are not intended to be used without additional safeguards and/or process technology, to control or operate machines that can lead to personal injury, death, or severe physical or environmental damage, and if You make, use, or sell such machines, You agree to assume all liability therefor and will comply with all applicable safety-related laws, regulations, and best industry practices. Neither LICENSOR nor any Contributor shall be liable to any other party, in whole or in part, for any claims or damages arising from such use.

This disclaimer of warranty is an essential part of this Ventilator Open Source License and a condition for the grant of any rights granted under this Ventilator Open Source License.


7. LIMITATION OF LIABILITY.

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall LICENSOR or any Contributor assume any liability or have any responsibility for the payment of damages, including any direct, indirect, special, incidental, or consequential damages of any character (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses) arising as a result of this Ventilator Open Source License, or arising out of the use or inability to use Your Ventilator, or any other ventilator manufactured by any other Contributor or other third party based on or derived from the Ventilator Materials or the manufacture, sale, maintenance or support of Your Ventilator or any other ventilator (inclusive of any software) by other Contributor or other third party.

8. WAIVER AND INDEMNITY.

You agree to waive any and all claims against LICENSOR and each Contributor arising from Your use of Ventilator Materials. If Your use of the Ventilator Materials, or any portion thereof, results in any liabilities, demands, damages, expenses or losses arising from such use, including (i) any death or personal injury that directly or indirectly results from Your use of (or inability to use) Ventilator Materials, or (ii) any other damages from products based on, or resulting from Your use of (or inability to use) Ventilator Materials, You shall indemnify and hold harmless LICENSOR and each Contributor to the extent permitted by law. In addition, You agree to defend, indemnify, and hold LICENSOR and each Contributor harmless from any claim brought by a third party alleging any defect in the design, manufacture, or any Ventilator which You make, have made, sell, or distribute pursuant to this Ventilator Open Source License. Your sole remedy for any such matter shall be the immediate, unilateral termination of this Ventilator Open Source License.

END OF VENTILATOR OPEN SOURCE LICENSE



UCL-Ventura 3 year Licence

This Agreement is made by and between the Licensors and the Licensee as defined and identified below.

1 Definitions

In this Agreement (“the Agreement”) the following words shall have the following meanings:

Cost-Based Price means, in respect of each Licensed Product, a price not exceeding that which fairly reflects the direct cost of manufacture and supply of the Licensed Product.

Documentation Shall mean the files containing Technical Information made available to the Licensee on the terms of this Agreement.

Field Shall mean fulfilling any medical need on a humanitarian basis.

IPR Shall mean patents, designs and design rights including design patents, copyright and other intellectual and industrial property rights, whether registered or not, rights in confidential information, trade secrets and know-how and all rights of equivalent or similar effect anywhere in the world but excluding Trade Mark Rights.

Licensed Products Shall mean medical pressurised masks made in accordance with the Documentation.

Licensee Shall mean the person or organisation agreeing to use the Technical Information in accordance with these terms and conditions.

Licensors Shall mean (i) University College London, incorporated in the United Kingdom by Royal Charter whose address is Gower Street, London WC1E 6BT (UCL); and (ii) MercedesAMG HighPerformancePowertrains, Morgan Drive, Brixworth, Northampton, NN6 9GZ (Mercedes).

Regulatory Approval Shall mean any licence, authorisation or approval required by applicable law or by a Regulatory Body in any territory for the manufacture, sale, importation, exportation, marketing or use of the Licensed Products.

Regulatory Body(ies) Shall mean each governmental and inter-governmental regulatory body, agency, department or entity which regulates, directs or controls commerce in the Licensed Products as well as notified bodies, standards institutions, testing laboratories and other private and public organisations involved in the testing, certification and regulatory approval of Licensed Products.

Technical Information Shall mean the technical information relating to the design and manufacturing instructions for the UCL-Ventura Continuous Positive Airway Pressure (CPAP) breathing aid described on the product page on the covid19research.uclb.com website and comprised in the Documentation.

Term Shall mean a period of 3 (three) years from the effective date of this Agreement.

Trade Marks Rights Shall mean trade marks (whether registered or not including pending applications) and any other rights in unregistered trade marks, business goodwill, trading names, internet domain names, account names on digital platforms and other designations of origin.



2 Licence

2.1 The Licensors own the copyright and rights in the nature of copyright as well as other IPRs subsisting in or relating to the Technical Information. Subject to clause 2.4, the Licensors grant the Licensee a free of charge, non-exclusive, non-transferable, worldwide licence for the Term under their IPRs in the Technical Information and the Documentation to use the Technical Information and the Documentation to make, promote, offer for sale, sell, import and export Licensed Products in the Field, in accordance with the provisions of this Agreement, including the right to reproduce and create derivative works of the Documentation and Technical Information and to distribute copies of the same, in all case strictly for the purposes of designing manufacturing processes, certifying, manufacturing and commercialising Licensed Products and subject to the confidentiality obligations in clause 3. Any use of the Technical Information or the Documentation for any purposes other than the manufacture and commercialisation of Licensed products is excluded for this licence.

2.2 The Licensee is permitted to create derivative works from the Documentation and Technical Information for the purpose of producing documentation for manufacturing and promotional purposes, provided that the Licensed Products are made strictly to the specifications and instructions contained in the Documentation without modifications.


2.3 Except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, the Licensee is not permitted to rent, lease, sell, offer to sell or loan the Technical Information or the Documentation or use them for the benefit of any third party.

2.4 Any sale, supply or commercialisation of the Licensed Products shall be on a Cost-Based Price. The Licensors shall, at their discretion and at the cost of the Licensee, have the right to audit any records of the Licensee to ensure that it has complied with this condition. If the Licensee has not complied with this condition, in addition to any other remedy which the Licensors may have in law, the Licensee agrees to pay on demand to the Licensors (i) all amounts earned by the Licensee in commercialising Licensed Products which exceed a Cost-Based Price and (ii) all the costs of the Licensors in seeking such recovery including the costs of the Licensors for the said audit.

3 Confidentiality

3.1 The Licensee acknowledges and understands that the Technical Information and Documentation contain proprietary and confidential information including technical trade secrets and valuable know-how of the Licensors (“Confidential Information”). The Licensee shall keep the Confidential Information in strict confidence and shall use it solely for the purposes of exercising the rights granted in clause 2. The Licensee shall be entitled to disclose the Confidential Information to its members of staff and consultants, to Regulatory Bodies and (subject to prior approval in accordance with clause 4) to Sublicensees (“Recipients”) as may be strictly necessary for the purpose of exercising its rights under clause 2. The Licensee shall: (i) procure that all Recipients that receive Confidential Information are advised on the confidential nature of the Confidential Information and that they are bound by confidentiality obligations at least as strict as this clause 3 and that they shall fully observe such obligations; and (ii) apply adequate security measures in relation to the Confidential Information.

3.2 The requirements of the above clause shall not apply to (i) information which was or becomes (not as a result of a breach of a confidentiality duty by the Licensee or a Recipient) generally available to the public; (ii) information independently developed by the Licensee without reference to the Confidential Information or which is obtained lawfully from a third party who is not bound by confidentiality duties to the Licensors; or (iii) to any disclosure of information to the extent required by operation of law or any stock exchange regulations or any binding judgment or order of a court of law, or by any requirement of any Regulatory Body, subject where possible to reasonable prior



consultation with the Licensors and provided that in the event that such disclosure is required, the Licensee or the relevant Recipient shall take reasonable steps to protect the confidentiality of the Confidential Information and to limit the disclosure as much as reasonably possible.

4 Sublicensing

4.1 The Licence granted under clause 2 excludes the right to grant sub-licences except, subject to the Licensors' prior written approval to contract manufacturers and suppliers of materials or components engaged for the purpose of manufacturing Licensed Product ("Sublicensees").

4.2 Where the Licensee seeks approval for the appointment of a Sublicensee it shall furnish the Licensors with (i) the name and address of the Sublicensee; (ii) a copy of the proposed sublicense, manufacturing or supply agreement (with any confidential information being redacted) and (iii) further information regarding the Sublicensee demonstrating that it has the required skills, qualifications, resources and experience for making medical devices in accordance with regulatory requirements and adequate quality and safety standards.

4.3 The sublicensed rights shall be no greater than the rights granted to the Licensee under clause 2 and the agreement with the Sublicensee shall stipulate that such rights shall terminate automatically on the termination of this Agreement regardless of the circumstances of such termination. The Licensee shall ensure that all Sublicensees duly observe and perform the terms referred to above that any Sublicensee that receives Confidential Information from the Licensee shall keep it in confidence in accordance with clause 3.

4.4 The appointment of a Sublicensee shall not relieve the Licensee from any of its obligations under this Agreement and the Licensee shall indemnify and keep indemnified the Licensors on demand against any costs, claims, damages or expenses (including legal costs) incurred by the Licensors, their directors, officers, employees, representatives or agents ("Indemnified Parties") or for which the Indemnified Parties may become liable as a result of: (i) the negligence or wilful misconduct of a Sublicensee, (ii) any claim or suit brought against an Indemnified Party by a Sublicensee in connection with its appointment or in connection with the use or exploitation of the Technical Information and/or Documentation, or (iii) any acts or omissions of a Sublicensee in relation to the Technical Information or Documentation which would be in breach of this Agreement if they were the acts or omissions of the Licensee.

5 Duration


5.1 Unless earlier terminated in accordance with clause 5.2, this Agreement is effective for the Term but can be renewed for a further term with the mutual consent of the Licensors and the Licensee.

5.2 The Licensors may terminate this Agreement (i) if the Licensee materially breaches its terms and (where any such breach is capable of being cured) does not cure such breach within 30 days of written notice or (ii) if the Licensee becomes insolvent, ceases or threatens to cease to carry on business or if any insolvency, bankruptcy or dissolution proceedings are issued against it and are not dismissed within 60 days or if the Licensee initiates any such proceedings; or (iii) if the Licensee seeks to obtain any IPRs in the Technical Information or Documentation or challenges the Licensors' IPRs in the Technical Information or Documentation.

Upon termination the Licensee agrees to destroy and shall ensure that all Sublicensees destroy all copies of the Technical Information and Documentation (including any derivative materials) and shall desist from any further use of the Technical Information or Documentation including the manufacture or sale of any Licensed Products.

6 Licensee's obligations and warranties

6.1 The Licensee shall ensure that Licensed Products made under this Agreement are made (i) strictly in accordance with the Technical Information and Documentation (ii) in accordance with highest quality and safety standards in the medical device industry and at least in accordance with the



quality and safety requirements in each territory where Licensed Products made by the Licensee are placed on the market (iii) in compliance with all applicable laws including with all premarketing and post marketing diligence requirements, records keeping and reporting of medical adverse events and all other requirements of Regulatory Bodies in respect of medical devices and all conditions and requirements applying to any Regulatory Approvals or required by Regulatory Bodies.

6.2 The Licensee shall, at its own expense, be responsible for obtaining and maintaining all Regulatory Approvals for Licensed Products in all relevant territories.

6.3 The Licensee shall promote the Licensed Products and authorise their use by end-users solely for the purposes indicated in the Documentation.

6.4 In the event of any quality incidents including any medical adverse events, claims or complaints or if any product recall or field corrective action is required as a result of quality or safety issues relating to Licensed Products, the Licensee shall be solely responsible for and take all necessary action to ensure that any Licensed products that do not meet the requirements of this Agreement or which are suspected of being defected, non-conforming to the Documentation or unsafe are removed from the market and collected from customers who purchased such Licensed Products and that all actions are taken to investigate the root cause of such incidents and to ensure that they do not recur.

6.5 The Licensee shall not make misleading statements or representations in relation to the Licensed Products when marketing and selling Licensed Products made under this Agreement.

6.6 The Licensee shall advise the Licensors of any technical improvements or proposals that the Licensee may have in relation to the design, specifications or manufacturing processes of Licensed Products or the Technical Information. Subject to the Licensors' prior approval, such improvements may be implemented by the Licensee in Licensed Products made under this Agreement.

7 Licensors' Warranties

The Licensors warrant that they are entitled to grant the licence granted under clause 2. Save as aforesaid, the Technical Information and Documentation are provided "as is". To the maximum extent permitted by law, the Licensors disclaim any warranties or conditions of any kind, either express or implied, including without limitation, any warranties or condition of non-infringement or fitness for a particular purpose.

8 Limitation of Liability


8.1 In no event shall the Licensors be liable for any direct, indirect, incidental, special, exemplary or consequential damages (including but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Technical Information or Documentation or otherwise in connection with this Agreement, even if advised of the possibility of such damage.

8.2 The Licensors maximum aggregate liability for any claim in connection with this Agreement, regardless of the cause of action, shall be limited to £10,000.

8.3 Anything to the contrary herein notwithstanding, nothing in this Agreement shall exclude or limit a party's liability: (i) for death or personal injury caused by that party's negligence; (ii) for fraud or fraudulent misrepresentation, or (iii) for any matter which it would be illegal for that party to exclude or attempt to exclude its liability.

9 Indemnity and insurance

9.1 The Licensee shall indemnify and keep indemnified the Licensors on demand against any costs, claims, damages or expenses (including legal costs) incurred by the Licensors, their directors, officers, employees, representatives or agents ("Indemnified Parties") or for which the Indemnified Parties



may become liable as a result of: (i) the Licensee's negligence or wilful misconduct, (ii) any claim or suit brought against an Indemnified Party in connection with the Licensee's use or exploitation of the Technical Information or Documentation, or the manufacture (including any manufacture by a Sublicensee), sale or use of Licensed Products made by the Licensee including any matters referred to in clause 6.4 or (iii) any breach of this Agreement.

9.2 Before commencing sales or supply of the Licensed Products, the Licensee shall furnish the Licensors with proof that it possesses the following policies of insurance:

1. public liability insurance with a minimum of £20,000,000 of indemnity for any one event;
2. products liability insurance with a minimum of £10,000,000 of indemnity for any one period of insurance; and

9.3 The Licensee shall obtain all such insurance policies from reputable insurers reasonably acceptable to the Licensors and shall maintain such insurance for as long as it makes, sells, supplies or supports the Licensed Products. Any product liability insurance referred to above shall name the Licensors as beneficiaries. The Licensee shall provide the Licensors with copies of the certificates of insurance referred to above and shall not cancel such insurance policies without the Licensors' consent.

10 Intellectual Property

10.1 All IPRs in and to the Technical Information or Documentation shall remain at all times the property of the Licensors. The Licensee shall acquire no rights in any such material except as expressly provided in this Agreement.

10.2 Unless otherwise expressly permitted in this Agreement, no permission is granted to use the Trade Mark Rights of the Licensors.

10.3 The Licensee shall not register nor apply to register any IPRs in relation to the Technical Information or Documentation in any territory in the world. The Licensors at their sole and unfettered discretion shall determine whether to seek any registration or maintain any protection for the Technical Information or Documentation. The foregoing shall not prevent the Licensee acquiring Trade Mark Rights in relation to Licensed Products made or sold by the Licensee.

11 Acknowledgements

The Licensee shall acknowledge the Licensors and use of the Technical Information or Documentation in the promotion of Licensed Products. The following citation shall be included in the acknowledgement: "This product is made under licence from University College London and MercedesAMG HighPerformancePowertrains Ltd."

12 Assignment

12.1 This Agreement and the rights granted herein are personal to the Licensee.

12.2 The Licensors shall be free to assign, transfer or grant any rights, title or interest including security interests to any third party under their IPRs in the Technical Information and Documentation to any person and shall be entitled, without the Licensee's consent, to transfer their rights and obligations under this Agreement to any person.

13 Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

14 General

14.1 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, statements, letters and other arrangements between the parties in relation to the



subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter this Agreement by a representation other than those expressly set out in this Agreement. This clause 14.1 does not affect a party's liability in respect of a fraudulent misrepresentation.

14.2 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties or as giving rise to the relationship of principal and agent. Neither party shall use the other's name without the prior written consent of the other.

14.3 A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

14.4 No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

14.5 No modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed on behalf of each of the parties.

14.6 If at any time any provision of this Agreement is or is held to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.

14.7 This Agreement shall become effective upon the Licensee confirming its acceptance to the terms hereof by clicking an acceptance button on the E-Lucid platform and the consequent delivery of the Documentation to the Licensee.

END OF UCL MERCEDES AMG HIGHPERFORMANCEPOWERTRAINS VENTURA LICENSE