

Plain English Guide to the Humanitarian License

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This document sets out a plain English version of an agreement for OWNER to license technology to LICENSEE for Humanitarian purposes.

Please obtain the latest version of this document and the accompanying draft legal licenses from www.naturalinnovation.org,

This is NOT a legal document, and I'm not a lawyer so I can't give legal advice – so you should really check with your lawyer that this guide and the contract agree in all important matters. In any place where this document and the contract disagree it is the contract that takes precedence.

Note the \$a.b comments refer to the place in the legal document (version of 24 July 2011) where it says something.

WHAT: The license covers the technology specified in Schedule B – it covers all technologies developed under the umbrella of the Sunvention Group or otherwise with a few specific exceptions. It covers intellectual property, technology and products that are necessary or useful in the Humanitarian Domain §1.3-5.

It also covers improvements made by OWNER to any of those made in future §1.6 §8.1 §8.2. OWNER retains ownership of any improvements to IP and technology that it makes after the agreement is signed, while LICENSEE retains ownership of any improvements to IP and technology that it makes inside the humanitarian domain. §8.1 & §8.3. LICENSEE has to license back to OWNER any improvements it makes. §8.3 & §8.4

FOR WHO: Humanitarian domain is defined (§1.2 and Schedule A) as people who can benefit from, but are too poor to afford clean energy. It defines them as usually poor, usually rural and usually in developing countries, but includes indigenous populations in developed countries. Schedule A provides the definitive list of who can be worked with and is defined by using some standard UN indices.

LICENSE TERMS

It's a **non-exclusive** license, meaning OWNER can license to other parties for commercial or humanitarian purposes. §2, §7.1

The license is worldwide, but the **sales** have to be in countries in the Humanitarian Domain, e.g.. the LICENSEE could test the technology in Portugal, manufacture in the UK and then offer in India. §2.1, §5.1

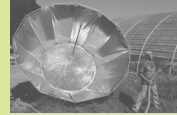
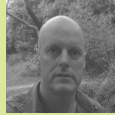
No **royalties** are payable. §2.1, and a nominal up-front payment has been made §3.1. LICENSEE will also provide occasional business advice, assistance in finding commercial opportunities and previously arranged a \$25k loan.

The LICENSEE can **sub-license** it to others provided they are bound by the relevant clauses of this document (2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 15, 19, 20, and 24). §2.2. LICENSEE has to tell OWNER if they sub-license §2.3

LICENSEE & sub-licensees can **market** the product anywhere as long as the market emphasizes the humanitarian use and must provide copies of marketing materials to OWNER §4

LICENSEE & sub-licensees can **manufacture** anywhere if it enables delivery of the product to customers in Humanitarian domain at 70% or less cost than licensed manufacturers. §5 and OWNER will assist in transfer of technology to enable manufacture.

OWNER, LICENSEE & sub-licensees have to respect **confidentiality** using normal processes for doing so. Will collaborate to balance needs of distributing widely with confidentiality. §6



Responsibility for maintaining and enforcing control of the IP is in the OWNER's hands §7. LICENSEE is responsible for informing OWNER of potential breaches it knows about and may take action if OWNER doesn't §7.7.

If OWNER abandons (e.g. decides not to continue patents) it shall tell LICENSEE who can purchase it for a nominal fee §7.6 but must also license it back to OWNER.

Parties will comply with export controls where relevant §11

The agreement is intended to survive any re-organisation, sale, bankruptcy etc including if OWNER goes bankrupt it has to transfer a copy of any intellectual property to LICENSEE who will retain use of the IP. §20, §10, it is not intended to survive bankruptcy, re-organisation, sale of the LICENSEE.

Both parties make reasonable indemnifications so that the other is not responsible for their actions. §15, §12

LICENSEE will obtain local insurance with OWNER as beneficiary. §15.1

LICENSEE is responsible for adapting the technology to local customs, laws, requirements etc §12.2

Will use best efforts to negotiate balance needs of OWNER & their investors, and maximising availability to those in need. §24.1

In case of dispute will use arbitration. §24

This contract is made under California law. §16 and Arbitration would occur there §24.3