CONTRACTS
"BRITISH TECHNOLOGY GROUP"

DATED 19 AUG 1987 Please do not date 1987

THE NATIONAL RESEARCH DEVELOPMENT CORPORATION

- and -

UNIVERSITY PATENTS INCORPORATED

RECIPROCAL AGENCY AGREEMENT

INDEX

Clause	Heading	Page
1.	Definitions and interpretation	2
2.	Commencement	4
3.	Agency Services	4
4.	Acceptance and removal of Technology	6
5.	Actions after Accepted Heads of Agreement	7
6.	Revenue-sharing, accounting, and payment	9
7.	Covenants and warranties by NRDC & UPI	11
8.	Assignment by NRDC	14
9.	Sole Agency	14
10.	Meetings	14
11.	Duration	14
12.	Termination	14
13.	Disputes	16
14.	No warranties	16
15.	Waiver	17
16.	Notices	17
17.	Applicable law	17
18.	Severability	17
19.	Cumulative rights	17
20.	Amendments	18
First Schedule	NRDC's Technology	18
Second Schedule	UPI's Technology	18

T H I S A G R E E M E N T is made the day of 1987

B E T W E E N:-

1. The NATIONAL RESEARCH DEVELOPMENT CORPORATION of 101 Newington Causeway, London SE1 6BU England ("NRDC"); and

2. UNIVERSITY PATENTS INCORPORATED of 1465 Post Road East, PO Box 901, Westport Connecticut 06881 United States of America ("UPI").

W H E R E A S:

A. NRDC is a statutory corporation which performs its functions under the Development of Inventions Act 1967 and, amongst its functions, is concerned to promote the development and exploitation of inventions and related know-how, and to acquire, hold, dispose of and grant rights in connection with such inventions and know-how;

B. UPI is a company established and existing under the laws of the State of ~~Connecticut,~~ Delaware and, amongst its functions, is concerned to exploit and administer inventions, including licensing and accounting and to provide services related thereto;

C. NRDC and UPI each wishes to appoint the other as an Agent for it in certain territories as hereinafter set forth.

N O W IT IS HEREBY AGREED as follows:-

1. Definitions and interpretation

1. (1) IN this Agreement the following words and expressions shall be construed as follows:-

"the Effective Date"	1st ~~March~~ Sept. 1987;
"Agency Services"	the services referred to in Clause 3(1) of this Agreement and (in respect of the relevant case) in Clause 5.(2)(ii) of this Agreement if the consent referred to in such Clause has been given;
"Technology"	all patents and applications for patents, together with know-how, copyright, design, drawings, technical information and data, and other rights relating to such patents and

	applications, owned and/or controlled by NRDC or by UPI (as the case may be) and which NRDC or UPI is free to disclose;
"Owner"	in relation to any item of Technology that one of NRDC or UPI which owns and/or controls the same;
"Agent"	that one of NRDC or UPI to which an item of Technology is offered by its Owner for the performance of Agency Services hereunder;
"the Accepted Technology"	such of the Technology which is offered by an Owner, to its Agent and which is accepted by the Agent pursuant to Clause 4.(2)(i) hereof and which is from time to time specified in the appropriate Schedule hereto, and which has not been removed therefrom;
"the Relevant Territory"	the United States of America (in the case of UPI), and the United Kingdom of Great Britain and Northern Ireland, together with such other Member countries of the European Economic Community as the NRDC Officer and UPI may agree from time to time (in the case of NRDC);
"NRDC Officer"	the NRDC person for the time being holding the office of either Overseas Marketing Manager or of Business Development Director or such other person as may be notified in writing to UPI in substitution therefor;
"UPI Officer"	the UPI person for the time being holding the office of President or such other person as may be notified in writing to NRDC in substitution therefor;
"Accepted Heads of Agreement"	heads of agreement in respect of a licence to manufacture and/or use and sell (but not to sell only) under the Accepted Technology, and resulting from negotiations by the Agent pursuant to

performance of its Agency Services, and which heads of agreement have been accepted by the relevant potential licensee;

"Accepted Form of Agreement" — the form of licence agreement (the preceding drafts of which have been approved by NRDC) referred to in Clause 5.(2)(ii) hereof and which has been accepted and executed by the relevant potential licensee and which has been submitted to NRDC for execution;

"Payments" — gross actual royalties, option payments, option extension payments and downpayments received by an Owner Pursuant to a licence agreement the subject of this Agreement.

1. (2) IN this Agreement, where the context so permits, the singular shall include the plural, and vice versa, and references to a particular gender shall include any other gender. The expression "licence agreement" shall be deemed to include any agreement granting an option to enter into a licence agreement on specified terms. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses.

2. Commencement

THIS Agreement is hereby deemed to have come into force on the Effective Date, and shall be read and construed accordingly, and the relationship of NRDC and UPI from that date in connection with the activities which are the subject of this Agreement is hereby deemed to have been, and to be, exclusively governed by the terms and conditions of this Agreement.

3. Agency Services

3. (1) ON and from the Effective Date, and during the continuance of this Agreement, and subject as hereinafter provided, UPI is hereby appointed by NRDC to be, and will act as, an agent for NRDC in the Relevant Territory and NRDC is hereby appointed by UPI to be, and will act as, an agent for UPI, in the Relevant Territory, and accordingly UPI and NRDC shall each render as Agent to the Owner the following services:-

3. (1) (i) to establish and maintain contact with, and visit, appropriate companies in the Relevant Territory, and to make them aware of the

existence of the Owner and its relevant functions, and to introduce the Accepted Technology to them, for the purpose of securing them as licensees in the Relevant Territory;

3. (1) (ii) to negotiate with prospective licensees heads of agreement subject to contract in respect of licences to manufacture and/or use and sell (but not to sell only) under the Accepted Technology, including (but not limited to) product and territorial divisions, downpayments, royalty rates, guaranteed and break minimum royalties;

3. (1) (iii) to prepare a quarterly report on progress of contacts and negotiations with prospective licensees during the preceding quarter, and to deliver such report to the Owner within the two weeks following the end of such quarter, and to discuss with the Owner matters arising from such reports;

3. (1) (iv) to give information and assistance to the Owner in relation to the Accepted Technology in connection with negotiations with potential licensees, and/or as may reasonably be necessary to enable the Owner as a licensor to comply with its obligations to its licensees and to enable the Owner to procure that its licensees comply with their obligations to the Owner;

3. (1) (v) promptly to bring to the attention of the Owner all matters of which it becomes aware and which may affect the present or future licensing of the Accepted Technology, and any information which it receives (and which is not subject to obligations of confidentiality), and which may be of use or benefit to the Owner in licensing, marketing, or promoting, the Accepted Technology;

3. (1) (vi) forthwith to inform the Owner of any complaint or dispute of which it becomes aware and which relates to the Accepted Technology;

3. (1) (vii) forthwith to notify the Owner of any improper, unauthorised, or wrongful use of the Accepted Technology in the Relevant Territory and of which it becomes aware; and

3. (1) (viii) to keep the Owner fully informed of the activities, of which it is aware, of any company, body or other person, which is competing directly with the Owner's interests in relation to the Accepted Technology.

3. (2) IN rendering the Agency Services, it is hereby expressly acknowledged and declared that neither Agent shall, and shall have no power, without the prior written consent of the Owner (of the NRDC Officer, in the case of NRDC) (which consent, if given, shall be on a case by case basis), to negotiate with prospective licensees on matters of exclusivity, patent improvements, future know-how, or infringement, nor conclude contracts on behalf of the Owner, or otherwise bind the Owner.

3. (3) EACH Agent shall promptly give to the Owner (to its Officer) written notification of any Accepted Heads of Agreement achieved by it, together with all details relating thereto.

4. Acceptance and removal of Technology

4. (1) EACH Owner shall (subject as hereinafter provided) from time to time during the continuance of this Agreement, as it considers appropriate and as may reasonably be necessary, for the performance by the Agent of its Agency Services hereunder, furnish to the Agent particulars of such of the Technology as it is willing to offer to the Agent for the purposes of this Agreement.

4. (2) (i) IF an Agent wishes to accept such furnished Technology for the performance by it of its Agency Services, the Agent shall, within sixty days after receipt by it of the relevant Technology, give written notice to the Owner of such acceptance and specifying such of the Technology which is being so accepted as Accepted Technology. Forthwith upon receipt by the Owner of such notice, the Accepted Technology accepted shall be deemed to be specified in the appropriate Schedule hereto.

4. (2) (ii) ANY of the furnished Technology not so accepted shall promptly be returned to the Owner, together with all copies thereof (if any), and the Agent shall not acquire any rights in respect of such of the Owner's Technology not so accepted.

4. (2) (iii) THE Accepted Technology shall, subject as hereinafter provided, be available to the Agent, for the performance by it of its Agency

Services, for the period of one year, commencing on the date of the Agent's said notice accepting the Owner's relevant Technology.

4. (2) (iv) EACH of NRDC (by the NRDC Officer) and UPI (by the UPI Officer) may, on giving one month's prior written notice to the respective Officer of the other, remove from the relevant Schedule hereto any of the Accepted Technology (irrespective of which party may be the owner thereof) which has been available for the performance of Agency Services for one year, and forthwith upon expiry of such notice (hereinafter referred to as a "Removal Notice"), such of the Accepted Technology shall be deemed to be removed from the relevant Schedule hereto.

4. (2) (v) EACH Owner shall (subject as hereinafter provided) from time to time during the continuance of this Agreement, as it considers appropriate and as may reasonably be necessary, for the performance by the Agent of its Agency Services hereunder, assist the Agent with the promotion and presentation of the relevant Accepted Technology, and supply the Agent with pamphlets, brochures, and other promotional and public relations material.

4. (3) WITHIN one month after the date of expiry of a Removal Notice (as referred to in Clause 4.(2)(iv) hereof), or, as the case may be, forthwith on termination of this Agreement, the Agent shall furnish to the Owner (to the NRDC Officer in the case of NRDC) a list setting out details of the stage of negotiations in respect of the relevant Accepted Technology which is the subject of such Removal Notice, or, in the case of termination, in respect of the Accepted Technology incorporated in the relevant Schedule hereto as at the date of termination, together with the names and addresses of the relevant potential licensees.

5. Actions after Accepted Heads of Agreement

5. (1) UPON receipt of any notification from an Agent pursuant to Clause 3(3) hereof, an Owner shall, if and to the extent that it considers appropriate or necessary at its sole discretion:-

5. (1) (i) conduct further negotiations with any prospective licensee with which the Agent has been conducting negotiations;

5. (1) (ii) prepare a draft of a licence agreement on the basis of the Accepted Heads of Agreement;

5. (1) (iii) deal with any points arising out of such draft agreement; and

5. (1) (iv) conclude, or refuse to conclude, a licence agreement with, or refuse to continue negotiations with, any prospective licensee introduced to the Owner by the Agent pursuant to Clause 3.(1) hereof, (provided that such refusal is in good faith and for substantive reason).

5. (2) (i) NOTWITHSTANDING the provisions of Clause 5(1) hereof, UPI may, together with any notification pursuant to Clause 3.(3) hereof, make a written request to NRDC for NRDC's consent to UPI progressing with the relevant prospective licensee the Accepted Heads of Agreement, up to and including a form of licence agreement accepted and executed by the relevant prospective licensee.

5. (2) (ii) IF NRDC's consent is given as aforesaid, then UPI shall:-

5. (2) (ii) (a) prepare a draft licence agreement on the basis of the Accepted Heads of Agreement and shall furnish a copy of such draft to NRDC, and to the prospective licensee, for approval;

5. (2) (ii) (b) discuss and deal with any points raised by NRDC and/or the potential licensee, arising out of such draft agreement and, if appropriate, negotiate thereon with such potential licensee;

5. (2) (ii) (c) furnish to NRDC for approval a copy of any further drafts and keep the other informed of progress thereon;

5. (2) (ii) (d) use all reasonable endeavours to reach a form of licence agreement (in accordance with drafts approved by NRDC) accepted by the potential licensee and to procure execution of it by such potential licensee;

5. (2) (ii) (e) submit such Accepted Form of Agreement to NRDC for execution by it.

5. (2) (iii) NRDC shall execute such Accepted Form of Agreement, unless there is a manifest error, or unless UPI has not complied, in a material respect, with any of the provisions of Clause 5.(2)(ii) hereof, or unless there is a bona fide and substantive reason for not so executing. If there is such an error, non-compliance, or reason, then NRDC and UPI shall promptly consult together to seek an appropriate solution.

5. (2) (iv) NRDC shall be entitled to instruct UPI to terminate negotiations pursuant to Clause 5.(2)(iii) and to refuse to execute any Accepted Form of Agreement pursuant to Clause 5.(2)(ii) unless such agreement is delivered to NRDC for execution within 6 months from the date of UPI's consent request pursuant to Clause 5.(2)(i).

6. Revenue sharing, accounting, and payment

6. (1) (i) IF an Owner concludes and executes a licence agreement with a potential licensee with which the Agent has conducted the initial negotiations up to and including Accepted Heads of Agreement pursuant to performance of its Agency Services, then, subject to the proper performance by the Agent of its obligations under this Agreement and subject as herein provided, the Owner shall pay to the other, in the manner hereinafter provided, Twenty per centum (20%) of the Payments, received by it from such licensee pursuant to such licence agreement.

6. (1) (ii) IF NRDC executes a licence agreement with a potential licensee with which UPI has conducted the initial negotiations up to and including Accepted Heads of Agreement and up to and including Accepted Form of Agreement pursuant to performance of its Agency Services, then, subject to the proper performance by UPI of its obligations under this Agreement and subject as herein provided, NRDC shall pay to UPI, in the

manner hereinafter provided, Forty per centum (40%) of the Payments received by it from such licensee pursuant to such licence agreement. In respect of a licence agreement as referred to in this paragraph, the provisions of Clause 6.(1)(i) shall not apply.

6. (2) IF, in exercise of its rights under Clause 9(2) hereof, an Owner commences negotiations with a potential licensee in respect of any item comprised in its own Accepted Technology, then, if the Owner concludes and executes a licence agreement for manufacture and sale in the Relevant Territory with such potential licensee in respect of such items of its own Accepted Technology, such licence agreement shall be deemed to be subject to the provisions of Clause 6.(1)(i) hereof in the same way as if the Agent had itself negotiated with and reached Accepted Heads of Agreement with such potential licensee in respect of such item of Accepted Technology; except that:-

6. (2) (i) if consent has been given by NRDC in respect of such potential licensee and negotiations therewith pursuant to Clause 5.(2)(i) hereof, then such licence agreement shall be deemed to be subject to the provisions of Clause 6.(1)(ii) in the same way as if UPI had itself negotiated with and reached Accepted Form of Agreement with such potential licensee in respect of such item of Accepted Technology, and

6. (2) (ii) nothing in this Agreement shall entitle an Agent to receive any share of payments arising from the grant of a licence by the Owner permitting the licensee to sell in the Relevant Territory products made outside the Relevant Territory.

6. (3) IF any licence agreement, either in respect of which an Agent has conducted the initial negotiations up to and including Accepted Heads of Agreement pursuant to performance of its Agency Services, or which is referred to in Clause 6.(2) hereof, has been concluded and executed by the Owner, then the Owner shall promptly so notify the Agent.

6. (4) SO long as any licence agreement referred to in this Clause subsists, each Owner shall keep accounts of the Payments received by it pursuant to such licence agreement and shall send to the Agent, by 1st April in each year a statement of such receipts in respect of the preceding year ending 31st December, and shall with such statement make payment, in US dollars, or pounds sterling, or in such other currency as the parties may agree from time to time, to the Agent of the sums shown to be due, pursuant to Clauses 6.(1)(i) or 6.(1)(ii) hereof (as the case may be).

6. (5) THE provisions of this sub-clause and of Clauses 5 and 6 hereof shall continue in force and effect, notwithstanding the expiry or termination of this Agreement.

7. Covenants and warranties by NRDC and UPI

7. (1) EACH of NRDC and UPI hereby undertakes and agrees with the other that, for so long as this Agreement remains in force, and in relation to its performance as Agent of its Agency Services, it will:-

7. (1) (i) in all matters act loyally and faithfully to the Owner and obey its reasonable orders and instructions, and in the absence of any such orders or instructions in relation to any particular matter, will act thereon in such manner as it reasonably considers to be most beneficial to the Owner's interest;

7. (1) (ii) provide the benefit of its knowledge, expertise, technical skill, and ingenuity, in the performance of the Agency Services to be rendered by it under this Agreement;

7. (1) (iii) keep such books of accounts and records relating to this appointment and the Agency Services to be rendered by it under this Agreement as it is required to keep under the relevant State, Federal, and national laws and regulations;

7. (1) (iv) not describe or represent itself as the agent of the Owner except in conjunction with its Agency Services, nor in any way accept, or incur, on behalf of the Owner any obligation or liability whatsoever, nor have any right or authority to make, compromise or settle any dispute or claim by or against the Owner, nor pledge the credit of the Owner, nor grant any release to any debtor of the Owner, nor give any warranty or make any representation on behalf of the Owner, nor commit the Owner to any obligation or liability of any kind;

7. (1) (v) not, without the prior written consent of the Owner, in any way whatsoever, be interested, whether by way of promotion, exploitation, or otherwise, in any matter which might directly compete, conflict, or interfere with its Agency Services to be rendered, or obligations to be performed by it, under this Agreement, or with the interests of the Owner in relation to the Accepted Technology;

7. (1) (vi) use the Accepted Technology, and other information, material, details and documents, furnished to it pursuant to Clause 4.(1) hereof only in relation to its Agency Services to be rendered under this Agreement, unless the Owner gives its prior written consent to other uses of such items;

7. (1) (vii) not assign, transfer, mortgage, charge, nor part with, any of its rights duties or obligations under this Agreement, nor grant any sub-rights, nor employ any sub-contractor to fulfil any of its duties, without the prior written consent of the Owner;

7. (1) (viii) not, in rendering its Agency Services, make any representation, warranty, or guarantee relating to the validity, quality, safety, efficacy, durability or performance of any of the Accepted Technology, or of any product or process the subject thereof.

7. (2) EXCEPT as otherwise provided in this Agreement, each of NRDC and UPI hereby undertakes and agrees with the other that it will not:-

7. (2) (i) at any time during the continuance of this Agreement (unless it shall first have procured from the proposed recipient a confidentiality undertaking in a form approved by the other), nor

7. (2) (ii) for five years after the termination of this Agreement,

except with the prior written consent of the other, divulge to any person whomsoever, or use for its own benefit, nor part with, any discoveries, inventions, formulae, processes, methods, machines, compositions, ideas, know-how, or any other information belonging to, or concerning, the business or affairs of the other, or comprised in or relating to the Technology (whether or not accepted pursuant to this Agreement). This obligation shall not apply to any such items as aforesaid which are, or which come into the public domain otherwise than by any default of NRDC or UPI (as the case may be), or of the said proposed recipient.

7. (3) (i) EACH of NRDC and UPI hereby warrants and represents to the other that, save as disclosed in writing to the other prior to the execution of this Agreement by it, the following statements are true and accurate:-

7. (3) (i) (a) it has the power and authority to own its property and assets and carry on the business which it intends to carry on as contemplated by this Agreement;

7. (3) (i) (b) it has the full power authority and legal right to make and carry out the terms of this Agreement, and has taken all necessary corporate and/or stockholder action to authorise the making and performance of this Agreement and the terms and conditions thereof;

7. (3) (i) (c) this Agreement constitutes a legally binding obligation upon it enforceable in accordance with its terms;

7. (3) (i) (d) the making and performance of this Agreement will not violate in any respect any provision of (i) its statutes, founding documents or By-laws (as the case may be), or (ii) any contract, law, regulation, or court order, affecting it, or (iii) any mortgage, indenture, contract, or other undertaking, to which it is a party;

7. (3) (i) (e) no registration with, or approval or authorization of, any government agency, commission, or other regulatory authority is necessary for the execution, delivery, or performance by it of the terms of this Agreement, or for the validity and enforceability thereof, or with respect to its obligations thereunder;

7. (3) (i) (f) no consents, licences, or exemptions are required in relation to the making, performance, and enforceability of this Agreement and there are no restrictions or prohibitions on its rights to engage in any of its activities to be undertaken by it hereunder.

8. Assignment

IF NRDC or UPI is wound up for purposes of reconstruction or amalgamation, or another body takes over its functions (or a major part thereof), then NRDC or UPI (as the case may be) shall have the right to assign this Agreement to the reconstructed or amalgamated body or such new body as the case may be provided such body enters into a direct covenant with the other party hereto to observe all the terms and conditions of this Agreement.

9. Sole Agency

9. (1) NEITHER NRDC nor UPI shall appoint other agents to carry out agency services for it in the Relevant Territory, in relation to any of its own Accepted Technology.

9. (2) EACH of NRDC and UPI reserves the right, as it sees fit, but after notification to and consultation with the other, to seek and/or negotiate with potential licensees in USA (in the case of NRDC) or Europe and the United Kingdom (in the case of UPI) for any of its own Accepted Technology, and to conclude licences with such potential licensees.

10. Meetings

DURING the continuance of this Agreement a meeting shall be held once a year (or as otherwise agreed between UPI and NRDC) between a representative of NRDC and of UPI to discuss and review the matters covered by this Agreement and the Agency Services provided by them thereunder. Such meetings shall be held, alternately, in the country of residence of each party, and each party shall bear its own costs.

11. Duration

THIS Agreement shall continue in force until terminated pursuant to Clause 12 hereof.

12. Termination

12. (1) EITHER party may, at any time, terminate this Agreement, by giving to the other twelve months notice to that effect.

12. (2) WITHOUT prejudice to any other remedies NRDC or UPI may have against the other, each of NRDC and UPI shall have the right, at any time, to terminate this Agreement, forthwith by notice in writing to the other upon the happening of any of the following events:-

12. (2) (i) if the other shall commit a breach of any of its obligations, or of the terms or conditions, hereunder, and in the case of a breach capable

of rectification shall fail to rectify the same within 30 days after notice is given to it specifying the breach complained of and requiring such rectification; or

12. (2) (ii) if (other than in the circumstances referred to in Clause 8 hereof) the other has a receiver or administrator appointed of the whole, or any part, of its undertaking or assets, or if an order is made, or a resolution is passed, for winding-up or administering the other or if the other becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt; or

12.(2) (iii) if the other shall commit, in relation to this Agreement or the operation thereof, any breach of its State or Federal or national laws or regulations; or

12. (2) (iv) if the other shall in the reasonable opinion of NRDC or UPI (as the case may be) be incapable of carrying out its services and/or duties hereunder, or has acted in a manner detrimental to the goodwill of NRDC or UPI (as the case may be); or

12. (2) (v) if the other is guilty of any conduct which in the reasonable opinion of NRDC or UPI (as the case may be) is prejudicial to NRDC's or UPI's interests (as the case may be).

12. (3) THIS Agreement shall, unless terminated under Clauses 12.(1) or 12.(2) hereof, terminate on the date that none of the Accepted Technology remains in either Schedule hereto.

12. (4) UPON the termination of this Agreement, from any cause, or at any time prior to such termination at the request of NRDC or UPI, NRDC or UPI (as the case may be) shall promptly return to the other, or otherwise dispose of as the other may instruct, all stocks and samples and all patterns, designs, catalogues, advertising material and other documents and papers whatsoever relating to the other (other than correspondence between NRDC and UPI) which have been sent or made available to it and which it may have in its possession or under its control.

12. (5) UPON the termination of this Agreement, or of the said sub-clauses (as the case may be), from any cause, neither NRDC nor UPI shall be entitled to claim any compensation from the other in respect of such termination.

12. (6) TERMINATION of this Agreement, howsoever occasioned, shall (save as provided in Clause 12.(5) hereof) be without prejudice to any obligations or rights on the part of either party which obligations or rights have accrued prior to such termination, and shall not affect or prejudice any provision of this Agreement which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

13. Disputes

13. (1) IF during the continuance of this Agreement either party shall be dissatisfied with any matter relating to this Agremeent, that party shall set out its grievances in writing, and furnish the same to the other party, which shall endeavour to propose a solution thereto within twenty-eight days after receipt of such grievances.

13. (2) IF no solution has been agreed between the parties within sixty days after the relevant party's receipt of such grievances, then the dispute shall be settled by one arbitrator in accordance with the conciliation and arbitration rules for the time being of (a) the International Chamber of Commerce, if UPI is the complaining party, or (b) The American Arbitration Association, if NRDC is the complaining party.

14. No Warranties

14. (1) NOTHING in this Agreement, or relating thereto, shall be construed as a representation or warranty that any of the Accepted Technology is valid, safe, suitable for any particular purpose, free from errors, or will achieve any defined level of performance, nor that any manufacture, use, reproduction, adaptation, sale or other disposal, or use or authorisation of the use of any process or method, under any of the Accepted Technology is not an infringement of any patents, copyright, or other rights, not vested in NRDC or UPI (as the case may be).

14. (2) EACH of NRDC and UPI hereby acknowledges that no condition, warranty or representation of any kind relating to the subject-matter of this Agreement, save as otherwise provided in this Agreement, is or has been given by or on behalf of it to the other.

14. (3) NEITHER NRDC nor UPI shall be liable for any expense, loss, damage, or injury, whatsoever, including any loss of profit or consequential damage, arising from or in connection with the provisions of this Agreement, or any of the Accepted Technology other than such as may arise by reason of negligence.

15. Waiver

15. (1) THE failure by either party hereto to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights, nor shall any single or partial exercise of any right, power, or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any time thereafter.

15. (2) THE waiver by either party of any breach, default, or omission, in the performance or observance of any of the provisions of this Agreement by the other shall not be deemed to be a waiver of any other such breach, default, or omission.

16. Notices

ANY notice, consent, or other communication, authorised or required to be given hereunder, or for the purposes hereof, shall be in writing and be deemed to be duly given to NRDC if left at, or sent by registered post or duly authorised facsimile addressed to an NRDC Officer at its principal office (or to such other address as NRDC may have notified to UPI for the purposes of this Clause) and to UPI, if left at, or sent by registered post or duly authorised facsimile addressed to a UPI Officer at its above-mentioned address (or to such other address as UPI may have notified to NRDC for the purposes of this Clause). And such notice, consent or other communication, shall be deemed to have have been given at the time when in the ordinary course of transmission it would have been received at the address to which it was sent.

17. Applicable Law

THIS Agreement shall be governed by and read and construed in accordance with English law. If NRDC commences an action against UPI in connection with this Agreement the relevant jurisdiction shall be the State of Connecticut, and if UPI commences such an action against NRDC the relevant jurisdiction shall be England.

18. Severability

IF any part or provision of this Agreement is prohibited, or rendered void or unenforceable, by any legislation to which it is subject, the part or provision in question shall be so prohibited, or rendered void, or unenforceable, to the extent to which it is thus prohibited or rendered void or unenforceable and no further, and the validity or enforceability of any other part of this Agreement shall not thereby be affected.

19. Cumulative rights

THE rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or in equity.

20. Amendments

NO variation, modification, or alteration, of any of the terms of this Agreement shall be of any effect unless in writing and signed by a duly authorised officer on behalf of each of the parties hereto.

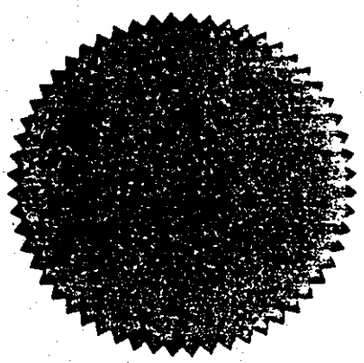
I N W I T N E S S whereof, the parties hereto have caused this Agreement to be executed in the manner legally binding upon them the day and year first above written.

THE FIRST SCHEDULE above referred to

NRDC's Technology which has been accepted by UPI

THE SECOND SCHEDULE above referred to

UPI's Technology which has been accepted by NRDC



(The COMMON SEAL of the NATIONAL
(RESEARCH DEVELOPMENT CORPORATION
(was hereunto affixed and
(authenticated by:-

Authorised by the Corporation

SIGNED for and on behalf of)
UNIVERSITY PATENTS INCORPORATED)
in the presence of:-)

A. [illegible]
President
position of signatory

Attest Susan L. Boernsen

Name SUSAN L. BOERNSEN

Address 15 WOODCHUCK LANE
NORWALK CT. 06854

Notary Public
My Commission Expires 5/31/82



SUSAN L. BOERNSEN NOTARY PUBLIC

DATED 198

The NATIONAL RESEARCH DEVELOPMENT CORPORATION

- to -

UNIVERSITY PATENTS INCORPORATED

Reciprocal Agency Agreement

RCD/D.1669/0131B

CONTRACTS
"BRITISH TECHNOLOGY GROUP"

DATED 19 AUG 1987 Please do not date 1987

THE NATIONAL RESEARCH DEVELOPMENT CORPORATION

- and -

UNIVERSITY PATENTS INCORPORATED

RECIPROCAL AGENCY AGREEMENT

INDEX

Clause	Heading	Page
1.	Definitions and interpretation	2
2.	Commencement	4
3.	Agency Services	4
4.	Acceptance and removal of Technology	6
5.	Actions after Accepted Heads of Agreement	7
6.	Revenue-sharing, accounting, and payment	9
7.	Covenants and warranties by NRDC & UPI	11
8.	Assignment by NRDC	14
9.	Sole Agency	14
10.	Meetings	14
11.	Duration	14
12.	Termination	14
13.	Disputes	16
14.	No warranties	16
15.	Waiver	17
16.	Notices	17
17.	Applicable law	17
18.	Severability	17
19.	Cumulative rights	17
20.	Amendments	18
First Schedule	NRDC's Technology	18
Second Schedule	UPI's Technology	18

T H I S A G R E E M E N T is made the day of 1987

B E T W E E N:-

1. The NATIONAL RESEARCH DEVELOPMENT CORPORATION of 101 Newington Causeway, London SE1 6BU England ("NRDC"); and

2. UNIVERSITY PATENTS INCORPORATED of 1465 Post Road East, PO Box 901, Westport Connecticut 06881 United States of America ("UPI").

W H E R E A S:

A. NRDC is a statutory corporation which performs its functions under the Development of Inventions Act 1967 and, amongst its functions, is concerned to promote the development and exploitation of inventions and related know-how, and to acquire, hold, dispose of and grant rights in connection with such inventions and know-how;

B. UPI is a company established and existing under the laws of the State of ~~Connecticut~~ Delaware and, amongst its functions, is concerned to exploit and administer inventions, including licensing and accounting and to provide services related thereto;

C. NRDC and UPI each wishes to appoint the other as an Agent for it in certain territories as hereinafter set forth.

N O W IT IS HEREBY AGREED as follows:-

1. Definitions and interpretation

1. (1) IN this Agreement the following words and expressions shall be construed as follows:-

"the Effective Date"	1st ~~March~~ Sept 1987;
"Agency Services"	the services referred to in Clause 3(1) of this Agreement and (in respect of the relevant case) in Clause 5.(2)(ii) of this Agreement if the consent referred to in such Clause has been given;
"Technology"	all patents and applications for patents, together with know-how, copyright, design, drawings, technical information and data, and other rights relating to such patents and

	applications, owned and/or controlled by NRDC or by UPI (as the case may be) and which NRDC or UPI is free to disclose;
"Owner"	in relation to any item of Technology that one of NRDC or UPI which owns and/or controls the same;
"Agent"	that one of NRDC or UPI to which an item of Technology is offered by its Owner for the performance of Agency Services hereunder;
"the Accepted Technology"	such of the Technology which is offered by an Owner, to its Agent and which is accepted by the Agent pursuant to Clause 4.(2)(i) hereof and which is from time to time specified in the appropriate Schedule hereto, and which has not been removed therefrom;
"the Relevant Territory"	the United States of America (in the case of UPI), and the United Kingdom of Great Britain and Northern Ireland, together with such other Member countries of the European Economic Community as the NRDC Officer and UPI may agree from time to time (in the case of NRDC);
"NRDC Officer"	the NRDC person for the time being holding the office of either Overseas Marketing Manager or of Business Development Director or such other person as may be notified in writing to UPI in substitution therefor;
"UPI Officer"	the UPI person for the time being holding the office of President or such other person as may be notified in writing to NRDC in substitution therefor;
"Accepted Heads of Agreement"	heads of agreement in respect of a licence to manufacture and/or use and sell (but not to sell only) under the Accepted Technology, and resulting from negotiations by the Agent pursuant to

	performance of its Agency Services, and which heads of agreement have been accepted by the relevant potential licensee;
"Accepted Form of Agreement"	the form of licence agreement (the preceding drafts of which have been approved by NRDC) referred to in Clause 5.(2)(ii) hereof and which has been accepted and executed by the relevant potential licensee and which has been submitted to NRDC for execution;
"Payments"	gross actual royalties, option payments, option extension payments and downpayments received by an Owner Pursuant to a licence agreement the subject of this Agreement.

1. (2) IN this Agreement, where the context so permits, the singular shall include the plural, and vice versa, and references to a particular gender shall include any other gender. The expression "licence agreement" shall be deemed to include any agreement granting an option to enter into a licence agreement on specified terms. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses.

2. Commencement

THIS Agreement is hereby deemed to have come into force on the Effective Date, and shall be read and construed accordingly, and the relationship of NRDC and UPI from that date in connection with the activities which are the subject of this Agreement is hereby deemed to have been, and to be, exclusively governed by the terms and conditions of this Agreement.

3. Agency Services

3. (1) ON and from the Effective Date, and during the continuance of this Agreement, and subject as hereinafter provided, UPI is hereby appointed by NRDC to be, and will act as, an agent for NRDC in the Relevant Territory and NRDC is hereby appointed by UPI to be, and will act as, an agent for UPI, in the Relevant Territory, and accordingly UPI and NRDC shall each render as Agent to the Owner the following services:-

3. (1) (i) to establish and maintain contact with, and visit, appropriate companies in the Relevant Territory, and to make them aware of the

existence of the Owner and its relevant functions, and to introduce the Accepted Technology to them, for the purpose of securing them as licensees in the Relevant Territory;

3. (1) (ii) to negotiate with prospective licensees heads of agreement subject to contract in respect of licences to manufacture and/or use and sell (but not to sell only) under the Accepted Technology, including (but not limited to) product and territorial divisions, downpayments, royalty rates, guaranteed and break minimum royalties;

3. (1) (iii) to prepare a quarterly report on progress of contacts and negotiations with prospective licensees during the preceding quarter, and to deliver such report to the Owner within the two weeks following the end of such quarter, and to discuss with the Owner matters arising from such reports;

3. (1) (iv) to give information and assistance to the Owner in relation to the Accepted Technology in connection with negotiations with potential licensees, and/or as may reasonably be necessary to enable the Owner as a licensor to comply with its obligations to its licensees and to enable the Owner to procure that its licensees comply with their obligations to the Owner;

3. (1) (v) promptly to bring to the attention of the Owner all matters of which it becomes aware and which may affect the present or future licensing of the Accepted Technology, and any information which it receives (and which is not subject to obligations of confidentiality), and which may be of use or benefit to the Owner in licensing, marketing, or promoting, the Accepted Technology;

3. (1) (vi) forthwith to inform the Owner of any complaint or dispute of which it becomes aware and which relates to the Accepted Technology;

3. (1) (vii) forthwith to notify the Owner of any improper, unauthorised, or wrongful use of the Accepted Technology in the Relevant Territory and of which it becomes aware; and

3. (1) (viii) to keep the Owner fully informed of the activities, of which it is aware, of any company, body or other person, which is competing directly with the Owner's interests in relation to the Accepted Technology.

3. (2) IN rendering the Agency Services, it is hereby expressly acknowledged and declared that neither Agent shall, and shall have no power, without the prior written consent of the Owner (of the NRDC Officer, in the case of NRDC) (which consent, if given, shall be on a case by case basis), to negotiate with prospective licensees on matters of exclusivity, patent improvements, future know-how, or infringement, nor conclude contracts on behalf of the Owner, or otherwise bind the Owner.

3. (3) EACH Agent shall promptly give to the Owner (to its Officer) written notification of any Accepted Heads of Agreement achieved by it, together with all details relating thereto.

4. Acceptance and removal of Technology

4. (1) EACH Owner shall (subject as hereinafter provided) from time to time during the continuance of this Agreement, as it considers appropriate and as may reasonably be necessary, for the performance by the Agent of its Agency Services hereunder, furnish to the Agent particulars of such of the Technology as it is willing to offer to the Agent for the purposes of this Agreement.

4. (2) (i) IF an Agent wishes to accept such furnished Technology for the performance by it of its Agency Services, the Agent shall, within sixty days after receipt by it of the relevant Technology, give written notice to the Owner of such acceptance and specifying such of the Technology which is being so accepted as Accepted Technology. Forthwith upon receipt by the Owner of such notice, the Accepted Technology accepted shall be deemed to be specified in the appropriate Schedule hereto.

4. (2) (ii) ANY of the furnished Technology not so accepted shall promptly be returned to the Owner, together with all copies thereof (if any), and the Agent shall not acquire any rights in respect of such of the Owner's Technology not so accepted.

4. (2) (iii) THE Accepted Technology shall, subject as hereinafter provided, be available to the Agent, for the performance by it of its Agency

Services, for the period of one year, commencing on the date of the Agent's said notice accepting the Owner's relevant Technology.

4. (2) (iv) EACH of NRDC (by the NRDC Officer) and UPI (by the UPI Officer) may, on giving one month's prior written notice to the respective Officer of the other, remove from the relevant Schedule hereto any of the Accepted Technology (irrespective of which party may be the owner thereof) which has been available for the performance of Agency Services for one year, and forthwith upon expiry of such notice (hereinafter referred to as a "Removal Notice"), such of the Accepted Technology shall be deemed to be removed from the relevant Schedule hereto.

4. (2) (v) EACH Owner shall (subject as hereinafter provided) from time to time during the continuance of this Agreement, as it considers appropriate and as may reasonably be necessary, for the performance by the Agent of its Agency Services hereunder, assist the Agent with the promotion and presentation of the relevant Accepted Technology, and supply the Agent with pamphlets, brochures, and other promotional and public relations material.

4. (3) WITHIN one month after the date of expiry of a Removal Notice (as referred to in Clause 4.(2)(iv) hereof), or, as the case may be, forthwith on termination of this Agreement, the Agent shall furnish to the Owner (to the NRDC Officer in the case of NRDC) a list setting out details of the stage of negotiations in respect of the relevant Accepted Technology which is the subject of such Removal Notice, or, in the case of termination, in respect of the Accepted Technology incorporated in the relevant Schedule hereto as at the date of termination, together with the names and addresses of the relevant potential licensees.

5. Actions after Accepted Heads of Agreement

5. (1) UPON receipt of any notification from an Agent pursuant to Clause 3(3) hereof, an Owner shall, if and to the extent that it considers appropriate or necessary at its sole discretion:-

5. (1) (i) conduct further negotiations with any prospective licensee with which the Agent has been conducting negotiations;

5. (1) (ii) prepare a draft of a licence agreement on the basis of the Accepted Heads of Agreement;

5. (1) (iii) deal with any points arising out of such draft agreement; and

5. (1) (iv) conclude, or refuse to conclude, a licence agreement with, or refuse to continue negotiations with, any prospective licensee introduced to the Owner by the Agent pursuant to Clause 3.(1) hereof, (provided that such refusal is in good faith and for substantive reason).

5. (2) (i) NOTWITHSTANDING the provisions of Clause 5(1) hereof, UPI may, together with any notification pursuant to Clause 3.(3) hereof, make a written request to NRDC for NRDC's consent to UPI progressing with the relevant prospective licensee the Accepted Heads of Agreement, up to and including a form of licence agreement accepted and executed by the relevant prospective licensee.

5. (2) (ii) IF NRDC's consent is given as aforesaid, then UPI shall:-

5. (2) (ii) (a) prepare a draft licence agreement on the basis of the Accepted Heads of Agreement and shall furnish a copy of such draft to NRDC, and to the prospective licensee, for approval;

5. (2) (ii) (b) discuss and deal with any points raised by NRDC and/or the potential licensee, arising out of such draft agreement and, if appropriate, negotiate thereon with such potential licensee;

5. (2) (ii) (c) furnish to NRDC for approval a copy of any further drafts and keep the other informed of progress thereon;

5. (2) (ii) (d) use all reasonable endeavours to reach a form of licence agreement (in accordance with drafts approved by NRDC) accepted by the potential licensee and to procure execution of it by such potential licensee;

5. (2) (ii) (e) submit such Accepted Form of Agreement to NRDC for execution by it.

5. (2) (iii) NRDC shall execute such Accepted Form of Agreement, unless there is a manifest error, or unless UPI has not complied, in a material respect, with any of the provisions of Clause 5.(2)(ii) hereof, or unless there is a bona fide and substantive reason for not so executing. If there is such an error, non-compliance, or reason, then NRDC and UPI shall promptly consult together to seek an appropriate solution.

5. (2) (iv) NRDC shall be entitled to instruct UPI to terminate negotiations pursuant to Clause 5.(2)(iii) and to refuse to execute any Accepted Form of Agreement pursuant to Clause 5.(2)(ii) unless such agreement is delivered to NRDC for execution within 6 months from the date of UPI's consent request pursuant to Clause 5.(2)(i).

6. Revenue sharing, accounting, and payment

6. (1) (i) IF an Owner concludes and executes a licence agreement with a potential licensee with which the Agent has conducted the initial negotiations up to and including Accepted Heads of Agreement pursuant to performance of its Agency Services, then, subject to the proper performance by the Agent of its obligations under this Agreement and subject as herein provided, the Owner shall pay to the other, in the manner hereinafter provided, Twenty per centum (20%) of the Payments, received by it from such licensee pursuant to such licence agreement.

6. (1) (ii) IF NRDC executes a licence agreement with a potential licensee with which UPI has conducted the initial negotiations up to and including Accepted Heads of Agreement and up to and including Accepted Form of Agreement pursuant to performance of its Agency Services, then, subject to the proper performance by UPI of its obligations under this Agreement and subject as herein provided, NRDC shall pay to UPI, in the

manner hereinafter provided, Forty per centum (40%) of the Payments received by it from such licensee pursuant to such licence agreement. In respect of a licence agreement as referred to in this paragraph, the provisions of Clause 6.(1)(i) shall not apply.

6. (2) IF, in exercise of its rights under Clause 9(2) hereof, an Owner commences negotiations with a potential licensee in respect of any item comprised in its own Accepted Technology, then, if the Owner concludes and executes a licence agreement for manufacture and sale in the Relevant Territory with such potential licensee in respect of such items of its own Accepted Technology, such licence agreement shall be deemed to be subject to the provisions of Clause 6.(1)(i) hereof in the same way as if the Agent had itself negotiated with and reached Accepted Heads of Agreement with such potential licensee in respect of such item of Accepted Technology; except that:-

6. (2) (i) if consent has been given by NRDC in respect of such potential licensee and negotiations therewith pursuant to Clause 5.(2)(i) hereof, then such licence agreement shall be deemed to be subject to the provisions of Clause 6.(1)(ii) in the same way as if UPI had itself negotiated with and reached Accepted Form of Agreement with such potential licensee in respect of such item of Accepted Technology, and

6. (2) (ii) nothing in this Agreement shall entitle an Agent to receive any share of payments arising from the grant of a licence by the Owner permitting the licensee to sell in the Relevant Territory products made outside the Relevant Territory.

6. (3) IF any licence agreement, either in respect of which an Agent has conducted the initial negotiations up to and including Accepted Heads of Agreement pursuant to performance of its Agency Services, or which is referred to in Clause 6.(2) hereof, has been concluded and executed by the Owner, then the Owner shall promptly so notify the Agent.

6. (4) SO long as any licence agreement referred to in this Clause subsists, each Owner shall keep accounts of the Payments received by it pursuant to such licence agreement and shall send to the Agent, by 1st April in each year a statement of such receipts in respect of the preceding year ending 31st December, and shall with such statement make payment, in US dollars, or pounds sterling, or in such other currency as the parties may agree from time to time, to the Agent of the sums shown to be due, pursuant to Clauses 6.(1)(i) or 6.(1)(ii) hereof (as the case may be).

6. (5) THE provisions of this sub-clause and of Clauses 5 and 6 hereof shall continue in force and effect, notwithstanding the expiry or termination of this Agreement.

7. Covenants and warranties by NRDC and UPI

7. (1) EACH of NRDC and UPI hereby undertakes and agrees with the other that, for so long as this Agreement remains in force, and in relation to its performance as Agent of its Agency Services, it will:-

7. (1) (i) in all matters act loyally and faithfully to the Owner and obey its reasonable orders and instructions, and in the absence of any such orders or instructions in relation to any particular matter, will act thereon in such manner as it reasonably considers to be most beneficial to the Owner's interest;

7. (1) (ii) provide the benefit of its knowledge, expertise, technical skill, and ingenuity, in the performance of the Agency Services to be rendered by it under this Agreement;

7. (1) (iii) keep such books of accounts and records relating to this appointment and the Agency Services to be rendered by it under this Agreement as it is required to keep under the relevant State, Federal, and national laws and regulations;

7. (1) (iv) not describe or represent itself as the agent of the Owner except in conjunction with its Agency Services, nor in any way accept, or incur, on behalf of the Owner any obligation or liability whatsoever, nor have any right or authority to make, compromise or settle any dispute or claim by or against the Owner, nor pledge the credit of the Owner, nor grant any release to any debtor of the Owner, nor give any warranty or make any representation on behalf of the Owner, nor commit the Owner to any obligation or liability of any kind;

7. (1) (v) not, without the prior written consent of the Owner, in any way whatsoever, be interested, whether by way of promotion, exploitation, or otherwise, in any matter which might directly compete, conflict, or interfere with its Agency Services to be rendered, or obligations to be performed by it, under this Agreement, or with the interests of the Owner in relation to the Accepted Technology;

7. (1) (vi) use the Accepted Technology, and other information, material, details and documents, furnished to it pursuant to Clause 4.(1) hereof only in relation to its Agency Services to be rendered under this Agreement, unless the Owner gives its prior written consent to other uses of such items;

7. (1) (vii) not assign, transfer, mortgage, charge, nor part with, any of its rights duties or obligations under this Agreement, nor grant any sub-rights, nor employ any sub-contractor to fulfil any of its duties, without the prior written consent of the Owner;

7. (1) (viii) not, in rendering its Agency Services, make any representation, warranty, or guarantee relating to the validity, quality, safety, efficacy, durability or performance of any of the Accepted Technology, or of any product or process the subject thereof.

7. (2) EXCEPT as otherwise provided in this Agreement, each of NRDC and UPI hereby undertakes and agrees with the other that it will not:-

7. (2) (i) at any time during the continuance of this Agreement (unless it shall first have procured from the proposed recipient a confidentiality undertaking in a form approved by the other), nor

7. (2) (ii) for five years after the termination of this Agreement,

except with the prior written consent of the other, divulge to any person whomsoever, or use for its own benefit, nor part with, any discoveries, inventions, formulae, processes, methods, machines, compositions, ideas, know-how, or any other information belonging to, or concerning, the business or affairs of the other, or comprised in or relating to the Technology (whether or not accepted pursuant to this Agreement). This obligation shall not apply to any such items as aforesaid which are, or which come into the public domain otherwise than by any default of NRDC or UPI (as the case may be), or of the said proposed recipient.

7. (3) (i) EACH of NRDC and UPI hereby warrants and represents to the other that, save as disclosed in writing to the other prior to the execution of this Agreement by it, the following statements are true and accurate:-

7. (3) (i) (a) it has the power and authority to own its property and assets and carry on the business which it intends to carry on as contemplated by this Agreement;

7. (3) (i) (b) it has the full power authority and legal right to make and carry out the terms of this Agreement, and has taken all necessary corporate and/or stockholder action to authorise the making and performance of this Agreement and the terms and conditions thereof;

7. (3) (i) (c) this Agreement constitutes a legally binding obligation upon it enforceable in accordance with its terms;

7. (3) (i) (d) the making and performance of this Agreement will not violate in any respect any provision of (i) its statutes, founding documents or By-laws (as the case may be), or (ii) any contract, law, regulation, or court order, affecting it, or (iii) any mortgage, indenture, contract, or other undertaking, to which it is a party;

7. (3) (i) (e) no registration with, or approval or authorization of, any government agency, commission, or other regulatory authority is necessary for the execution, delivery, or performance by it of the terms of this Agreement, or for the validity and enforceability thereof, or with respect to its obligations thereunder;

7. (3) (i) (f) no consents, licences, or exemptions are required in relation to the making, performance, and enforceability of this Agreement and there are no restrictions or prohibitions on its rights to engage in any of its activities to be undertaken by it hereunder.

8. Assignment

IF NRDC or UPI is wound up for purposes of reconstruction or amalgamation, or another body takes over its functions (or a major part thereof), then NRDC or UPI (as the case may be) shall have the right to assign this Agreement to the reconstructed or amalgamated body or such new body as the case may be provided such body enters into a direct covenant with the other party hereto to observe all the terms and conditions of this Agreement.

9. Sole Agency

9. (1) NEITHER NRDC nor UPI shall appoint other agents to carry out agency services for it in the Relevant Territory, in relation to any of its own Accepted Technology.

9. (2) EACH of NRDC and UPI reserves the right, as it sees fit, but after notification to and consultation with the other, to seek and/or negotiate with potential licensees in USA (in the case of NRDC) or Europe and the United Kingdom (in the case of UPI) for any of its own Accepted Technology, and to conclude licences with such potential licensees.

10. Meetings

DURING the continuance of this Agreement a meeting shall be held once a year (or as otherwise agreed between UPI and NRDC) between a representative of NRDC and of UPI to discuss and review the matters covered by this Agreement and the Agency Services provided by them thereunder. Such meetings shall be held, alternately, in the country of residence of each party, and each party shall bear its own costs.

11. Duration

THIS Agreement shall continue in force until terminated pursuant to Clause 12 hereof.

12. Termination

12. (1) EITHER party may, at any time, terminate this Agreement, by giving to the other twelve months notice to that effect.

12. (2) WITHOUT prejudice to any other remedies NRDC or UPI may have against the other, each of NRDC and UPI shall have the right, at any time, to terminate this Agreement, forthwith by notice in writing to the other upon the happening of any of the following events:-

12. (2) (i) if the other shall commit a breach of any of its obligations, or of the terms or conditions, hereunder, and in the case of a breach capable

of rectification shall fail to rectify the same within 30 days after notice is given to it specifying the breach complained of and requiring such rectification; or

12. (2) (ii) if (other than in the circumstances referred to in Clause 8 hereof) the other has a receiver or administrator appointed of the whole, or any part, of its undertaking or assets, or if an order is made, or a resolution is passed, for winding-up or administering the other or if the other becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt; or

12.(2) (iii) if the other shall commit, in relation to this Agreement or the operation thereof, any breach of its State or Federal or national laws or regulations; or

12. (2) (iv) if the other shall in the reasonable opinion of NRDC or UPI (as the case may be) be incapable of carrying out its services and/or duties hereunder, or has acted in a manner detrimental to the goodwill of NRDC or UPI (as the case may be); or

12. (2) (v) if the other is guilty of any conduct which in the reasonable opinion of NRDC or UPI (as the case may be) is prejudicial to NRDC's or UPI's interests (as the case may be).

12. (3) THIS Agreement shall, unless terminated under Clauses 12.(1) or 12.(2) hereof, terminate on the date that none of the Accepted Technology remains in either Schedule hereto.

12. (4) UPON the termination of this Agreement, from any cause, or at any time prior to such termination at the request of NRDC or UPI, NRDC or UPI (as the case may be) shall promptly return to the other, or otherwise dispose of as the other may instruct, all stocks and samples and all patterns, designs, catalogues, advertising material and other documents and papers whatsoever relating to the other (other than correspondence between NRDC and UPI) which have been sent or made available to it and which it may have in its possession or under its control.

12. (5) UPON the termination of this Agreement, or of the said sub-clauses (as the case may be), from any cause, neither NRDC nor UPI shall be entitled to claim any compensation from the other in respect of such termination.

12. (6) TERMINATION of this Agreement, howsoever occasioned, shall (save as provided in Clause 12.(5) hereof) be without prejudice to any obligations or rights on the part of either party which obligations or rights have accrued prior to such termination, and shall not affect or prejudice any provision of this Agreement which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

13. Disputes

13. (1) IF during the continuance of this Agreement either party shall be dissatisfied with any matter relating to this Agremeent, that party shall set out its grievances in writing, and furnish the same to the other party, which shall endeavour to propose a solution thereto within twenty-eight days after receipt of such grievances.

13. (2) IF no solution has been agreed between the parties within sixty days after the relevant party's receipt of such grievances, then the dispute shall be settled by one arbitrator in accordance with the conciliation and arbitration rules for the time being of (a) the International Chamber of Commerce, if UPI is the complaining party, or (b) The American Arbitration Association, if NRDC is the complaining party.

14. No Warranties

14. (1) NOTHING in this Agreement, or relating thereto, shall be construed as a representation or warranty that any of the Accepted Technology is valid, safe, suitable for any particular purpose, free from errors, or will achieve any defined level of performance, nor that any manufacture, use, reproduction, adaptation, sale or other disposal, or use or authorisation of the use of any process or method, under any of the Accepted Technology is not an infringement of any patents, copyright, or other rights, not vested in NRDC or UPI (as the case may be).

14. (2) EACH of NRDC and UPI hereby acknowledges that no condition, warranty or representation of any kind relating to the subject-matter of this Agreement, save as otherwise provided in this Agreement, is or has been given by or on behalf of it to the other.

14. (3) NEITHER NRDC nor UPI shall be liable for any expense, loss, damage, or injury, whatsoever, including any loss of profit or consequential damage, arising from or in connection with the provisions of this Agreement, or any of the Accepted Technology other than such as may arise by reason of negligence.

15. Waiver

15. (1) THE failure by either party hereto to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights, nor shall any single or partial exercise of any right, power, or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any time thereafter.

15. (2) THE waiver by either party of any breach, default, or omission, in the performance or observance of any of the provisions of this Agreement by the other shall not be deemed to be a waiver of any other such breach, default, or omission.

16. Notices

ANY notice, consent, or other communication, authorised or required to be given hereunder, or for the purposes hereof, shall be in writing and be deemed to be duly given to NRDC if left at, or sent by registered post or duly authorised facsimile addressed to an NRDC Officer at its principal office (or to such other address as NRDC may have notified to UPI for the purposes of this Clause) and to UPI, if left at, or sent by registered post or duly authorised facsimile addressed to a UPI Officer at its above-mentioned address (or to such other address as UPI may have notified to NRDC for the purposes of this Clause). And such notice, consent or other communication, shall be deemed to have have been given at the time when in the ordinary course of transmission it would have been received at the address to which it was sent.

17. Applicable Law

THIS Agreement shall be governed by and read and construed in accordance with English law. If NRDC commences an action against UPI in connection with this Agreement the relevant jurisdiction shall be the State of Connecticut, and if UPI commences such an action against NRDC the relevant jurisdiction shall be England.

18. Severability

IF any part or provision of this Agreement is prohibited, or rendered void or unenforceable, by any legislation to which it is subject, the part or provision in question shall be so prohibited, or rendered void, or unenforceable, to the extent to which it is thus prohibited or rendered void or unenforceable and no further, and the validity or enforceability of any other part of this Agreement shall not thereby be affected.

19. Cumulative rights

THE rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or in equity.

20. Amendments

NO variation, modification, or alteration, of any of the terms of this Agreement shall be of any effect unless in writing and signed by a duly authorised officer on behalf of each of the parties hereto.

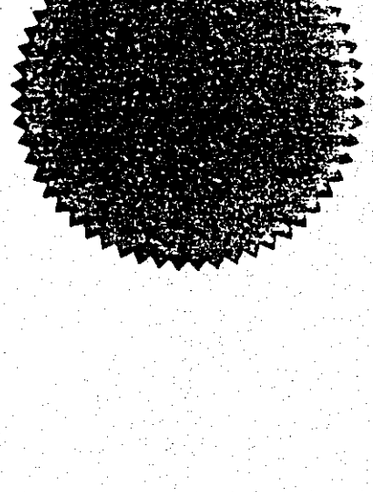
I N W I T N E S S whereof, the parties hereto have caused this Agreement to be executed in the manner legally binding upon them the day and year first above written.

THE FIRST SCHEDULE above referred to

NRDC's Technology which has been accepted by UPI

THE SECOND SCHEDULE above referred to

UPI's Technology which has been accepted by NRDC



(The COMMON SEAL of the NATIONAL
(RESEARCH DEVELOPMENT CORPORATION
(was hereunto affixed and
(authenticated by:-

Authorised by the Corporation

SIGNED for and on behalf of)
UNIVERSITY PATENTS INCORPORATED)
in the presence of:-)

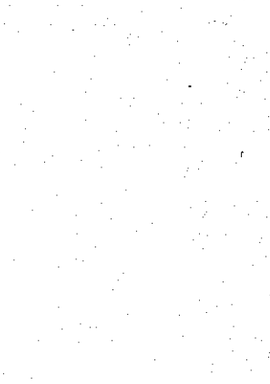
A. [illegible]
President
position of signatory

Attest Susan L. Boernsen

Name SUSAN L. BOERNSEN

Address 15 WOODCHUCK LANE
NORWALK CT 06854

Notary Public
My Commission Expires 5/31/82



SUSAN L. BOERNSEN NOTARY PUBLIC

DATED 198

The NATIONAL RESEARCH DEVELOPMENT CORPORATION

- to -

UNIVERSITY PATENTS INCORPORATED

Reciprocal Agency Agreement

RCD/D.1669/0131B