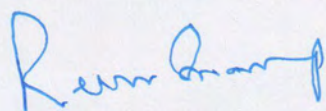


PROJECT ANNEX ON INTELLECTUAL PROPERTY ALLOCATION
FOR
AGREED TERMS AND CONDITIONS
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE DEPARTMENT OF BIOTECHNOLOGY
(ON BEHALF OF THE GOVERNMENT OF INDIA)
FOR
COOPERATION ON A JOINT CLEAN ENERGY RESEARCH
AND DEVELOPMENT CENTER

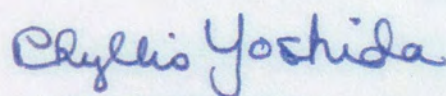
"Acting pursuant to Article IV and Article VII, paragraph 1 of the Agreement between the Department of Energy of the United States of America and the Planning Commission of the Republic of India for Cooperation on a Joint Clean Energy Research and Development Center of November 4, 2010 (the "Agreement"), and Article VII, paragraph 2 of the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the Republic of India of October 17, 2005 (the "S&T Agreement"), the enabling terms and conditions of the enclosed document (entitled "Project Annex on Intellectual Property Allocation") are further agreed upon by the Department of Energy of the United States of America and the Department of Biotechnology (on behalf of the Government of India)."



DR. RENU SWARUP

ADVISER

FOR THE DEPARTMENT OF
BIOTECHNOLOGY
OF THE GOVERNMENT OF INDIA



DR. PHYLLIS YOSHIDA

DEPUTY ASSISTANT SECRETARY
ASIA, EUROPE AND THE AMERICAS
FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

PROJECT ANNEX ON INTELLECTUAL PROPERTY ALLOCATION
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The Department of Energy of the United States of America and the Planning Commission of the Republic of India (the "Parties"),

ACTING pursuant to Article IV and Article VII, paragraph 1 of the Agreement between the Department of Energy of the United States of America and the Planning Commission of the Republic of India for Cooperation on a Joint Clean Energy Research and Development Center of November 4, 2010 (the "Agreement"), and Article VII, paragraph 2 of the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the Republic of India of October 17, 2005 (the "S&T Agreement"); and

DESIRING to enable the cooperative activities under the Agreement, intellectual property rights allocation set forth in paragraphs III.B.(1) and III.B.(2) (b) and (c) of Annex I to the S&T Agreement, as authorized by Article VII, paragraph 2 of the S&T Agreement,

Have agreed as follows:

Unless otherwise agreed by the Parties in writing, the following intellectual property allocation shall apply to each project-specific Project Annex under the Agreement.

Section 1
DEFINITIONS

As used herein:

"Cooperative Activities" means any research and development work undertaken under the Agreement.

"Project Annex" means a cooperative agreement awarded under the Joint U.S.-India Funding Opportunity Announcement dated May 16, 2011.

"Participant(s)" means an entity or entities performing or providing significant funding for the performance of any of the research and development work under a Project Annex, and includes, but is not limited to, contractor(s), subcontractor(s), awardee(s), and subawardee(s), of a Party or Parties.

"Steering Committee" means the U.S.-India Steering Committee as set forth in the Paragraph V.1 of "the Agreement".

Section 2
INTELLECTUAL PROPERTY ALLOCATION

1. In accordance with paragraph III. B. 2. (a) of Annex I to the S&T Agreement (hereinafter the "IPR Annex"), and notwithstanding the allocation of intellectual property rights to visiting researchers set forth in paragraph III.B.(1) of the IPR Annex, for any intellectual property created or invented in the performance of Cooperative Activities under Project Annexes, each Party (or its Participant(s) in accordance with the laws, regulations and practices of that Party's country) shall retain ownership, in all countries, of such intellectual property created or invented by persons employed or sponsored by it.
2. If intellectual property is created or invented jointly by persons employed or sponsored by both Parties, both Parties (or their Participant(s) in accordance with the laws, regulations and practices of that Party's country) shall be entitled to joint ownership thereof.
3. For Cooperative Activities under Project Annexes, each Party (or its Participants retaining ownership) shall make available to the other Party, within the territory of that other Party's country, at least a nonexclusive license and right to sublicense its Participants in the particular Project Annex, intellectual property created in the course of the Cooperative Activities; or alternatively, the owning Party or Participant shall make available to the other Party's Participants, a license of similar scope. Such licenses may be royalty-free, or for royalties that are more favorable than any license to a third party that is not a Participant. Any further rights, including the rights of a Party outside the territory of its country shall be determined by mutual agreement as set forth in paragraph 4 below.

4. The Parties or their Participants shall jointly develop provisions of a Technology Management Plan regarding the exploitation of intellectual property rights as described in paragraph 3 above. The Technology Management Plan shall consider the relative contributions of the Parties to a particular Project Annex, the benefits of licensing by territory, or for fields of use, and other factors deemed appropriate.
5. Subject to the IPR Annex, this Project Annex on Intellectual Property Allocation, and any terms and conditions of a Party's allocation with its Participants in accordance with the laws, regulations and practices of that Party's country, the Parties acknowledge that further intellectual property rights allocations relating to Cooperative Activities may be established by the Parties or their respective Participants in subagreements, or separate agreements among Parties or Participants engaged in such Cooperative Activities.
6. Disputes concerning intellectual property arising under the IPR Annex and this Project Annex shall be resolved through discussions between the concerned Participants, or, if necessary, the Parties or their designees. A panel designated by the Steering Committee may serve as designees of the Parties for purposes of any dispute resolution discussions. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.