

INTER-INSTITUTIONAL AGREEMENT

between

The Regents of the University of California,

Universidad de Buenos Aires (University of Buenos Aires)

and

Universidad Nacional de Quilmes (National University of Quilmes)

to establish provisions for the protection and commercialization of the invention entitled:

"Topological Fingerprints for Speaker Identification"

(UCSD Case N° SD2003-222)

INTER-INSTITUTIONAL AGREEMENT

This Agreement is made by and between the Universidad de Buenos Aires (hereinafter "UBA"), having its registered office at Viamonte 430/444, Buenos Aires, Argentina, hereby represented by its Rector, Dr. Guillermo Jaim Etcheverry, as one party; and the Universidad Nacional de Quilmes, (hereinafter "UNQ"), represented by its Rector, Dr. Daniel Gomez, having its registered office at Roque Sáenz Peña 180 (B1876BXD), Bernal, Buenos Aires, Argentina, as a second party; and The Regents of the University of California (hereinafter "UCSD"), having its registered office at 1111 Franklin St., Oakland, California 94607-5200, and represented by its San Diego Campus, Technology Transfer & Intellectual Property Services ("TechTIPS"), located at 9500 Gilman Drive, La Jolla, California 92093-0910, as the third party. The three (3) parties hereby agree as follows:

WHEREAS

- The research performed at UCSD, UBA and UNQ by Bernardo Gabriel Mindlin, Marcos Trevisan and Manuel Camilo Eguía resulted in the development of an invention titled "Topological Fingerprints for Speaker Identification" which is disclosed in UCSD Docket N° SD2003-222 ("Invention"), and which is the property of the universities that are parties to this Agreement in the following proportions: fifty percent (50%) UCSD, forty percent (40%) UBA and ten percent (10%) UNQ.
- The invention has been the object of a Provisional US Application (N° 60/497,007) a Patent Cooperation Treaty Application (PCT/US 04/27193) and a Patent Application in the Argentine Republic (N° 04 010 3030).
- The Invention is covered by Patent Rights, as defined in this Agreement.
- It is the mutual desire of UCSD, UBA and UNQ that, for the purposes of this Agreement, the Invention be administered and commercialized by UCSD on behalf of UCSD, UBA and UNQ. UBA and UNQ agree to refrain from granting to any third party (other than UCSD) any right, title, or interest in and to the Patent Rights.

NOW, THEREFORE, UCSD, UBA and UNQ agree:

SECTION 1. DEFINITIONS

- 1.1 "Patent Rights" means all title, right and interest in, to and under any Patent Application filed in any country by Bernardo Gabriel Mindlin, Marcos Trevisan and Manuel Camilo Eguía and / or UCSD, UBA and UNQ (the latter three with ownership interest of fifty percent [50%], forty percent [40%] and ten percent [10%], respectively), claiming the Invention, and any other patent application, including divisions, improvements, continuations, or continuations-in-part (but only to the extent that such continuation-in-part is enabled by the parent application); and any corresponding foreign application thereof; and any US or joint foreign patent issued thereon or reissues or extensions thereof, assigned by each inventor to his respective institution. Any Invention created by any of the three inventors in the future and which is not a continuation of the above-

mentioned patent applications filed, nor does it constitute a division, an improvement or a continuation-in-part, and is not claimed in a corresponding patent application in a foreign country, shall not be considered as "Patent Rights" for the purpose of this Agreement.

- 1.2 "Net Revenues" means gross proceeds received by UCSD from the licensing of Patent Rights to third parties less a fifteen percent (15%) administrative fee and less all reasonable and actual out-of-pocket costs incurred by UCSD and UBA in the preparation, presentation, prosecution and maintenance of Patent Rights. The maintenance cost of Patent Rights shall not include litigation or extra judiciary expenses assumed by UCSD at its own risk.
- 1.3 "License Agreement" means any binding agreement including but not limited to license agreements, option agreements, partnership agreement, and letter of intent that is entered into by UCSD under this Agreement and grants to or reserves for a third party the right to commercially exploit the patent rights, granting it rights to make, have made, use, have used, sell, have sold, offer to sell, and/or import products covered by Patent Rights.
- 1.4 "Licensee" means any third party granted a License Agreement by UCSD.
- 1.5 "Effective Date" means the date of last signature.

SECTION 2. PATENT FILING AND PROTECTION

- 2.1 UCSD, UBA and UNQ shall together promptly provide to each of the parties to this Agreement all serial numbers and filing dates for all patent applications inside and outside the United States covering Invention, together with copies of all the applications, to the extent that such documents are available, including copies of all Patent Office actions, responses and all other Patent Office communications, including but not limited to patent assignments, such that all parties to this Agreement can be fully informed of the course of prosecution.
- 2.2 UCSD shall, after consulting with UBA and UNQ and within eight (8) months of any United States filing, make an election whether, when and in what countries, to file foreign patent applications in countries where statutory protection is available. If any foreign patent applications are filed, UCSD shall promptly provide to UBA and UNQ all serial numbers and filing dates. UCSD also shall provide to UBA and UNQ copies of foreign patent applications and patent office actions as UBA and UNQ may request in the course of prosecution.
- 2.3 UCSD shall promptly record Assignments of domestic Patent Rights in the United States Patent and Trademark Office and shall provide UBA and UNQ with a photocopy of each recorded Assignment. UBA shall record Assignment of Argentinean Patent Application 04 010 3030 to UCSD, UBA and UNQ and shall provide UCSD and UNQ with a photocopy of each recorded Assignment.
- 2.4 Notwithstanding any other provision of the Agreement, UCSD shall not abandon the prosecution of any patent application (except for purposes of provisional conversion,

preparation continuation or continuation-in-part applications) or maintenance of any Patent Right) without fourteen- (14-) day prior written notice to UBA and UNQ.

- 2.5 UCSD shall promptly provide UBA and UNQ photocopies of all patents issued under Patent Rights
- 2.6 UBA shall not be liable in any way should the Argentinean Patent not be granted or if recognition of priority rights is not obtained.

SECTION 3. LICENSING

- 3.1 During the term of this Agreement, UBA and UNQ shall refrain from granting to any third party (other than to UCSD) any right, title or interest in, to or under the Patent Rights and grants to UCSD the sole responsibility for administering and commercializing the Invention. UCSD shall diligently seek a Licensee for the commercial development of the Inventions and shall promptly provide UBA and UNQ copies of all License Agreements issued on the Inventions.
- 3.2 Any License Agreement shall include, but not be limited to the following terms: a license issue fee, payment of patent costs by the Licensee, minimum annual royalties, diligence terms, indemnification of UCSD, UBA and UNQ by Licensee, a limited warranty on the parts of UCSD, UBA and UNQ and a prohibition against the use of the names or trademarks of "The Regents of the University of California" or any campus thereof, the "Universidad of Buenos Aires," or the "Universidad Nacional Quilmes.
- 3.3 Any License Agreement will further stipulate that nothing in the License Agreement confers by estoppel implication or otherwise, any license or rights under any patents of UCSD, UBA or UNQ other than Patent Rights as defined herein, regardless of whether such patents are dominant or subordinate to the Patent Rights.
- 3.4 UCSD shall not issue **paid-up** licenses or assign patent rights to any third party, notwithstanding any other provision of this Agreement, without prior written consent of UBA and UNQ.
- 3.5 Unless under a License Agreement the Licensee is required to pay directly to UBA and UNQ its pro rata share of any Net Revenues, UCSD shall distribute forty percent (40%) of Net Revenues to UBA, and shall distribute ten percent (10%) of Net Revenues to UNQ, within thirty (30) days of 30 December and 30 June of each year for the six- (6)-month period ending on those dates during the term of this Agreement. UBA and UNQ shall individually instruct UCSD on how to transfer to each institution the amounts they are entitled to, according to the law in force in the Argentine Republic concerning money transfers and the specific regulations of each University.
- 3.6 Each party is solely responsible for calculating and distributing to its respective inventors any share of Net Revenues in accordance with its respective patent policy during the term of this Agreement.
- 3.7. UCSD, UBA and UNQ expressly reserve the right to use the Invention and associated technology for education and research purposes; however, they shall not be entitled to transfer this right to third parties.

SECTION 4. RECORDS AND REPORTS

- 4.1 UCSD shall keep complete, true and accurate accounts of all expenses and of all proceeds received by it from each Licensee and shall permit UBA and UNQ to allow its own agents or a certified public accounting firm which is reasonably acceptable to UCSD (with regards to conflict of interest issues) to examine its books and records in order to verify the payments due or owing to UBA and UNQ under this Agreement. Examinations will (i) occur not more than once per calendar year; (ii) be under a confidentiality agreement; and (iii) be paid for by UBA and UNQ. In the event that any such examination shows an under reporting and underpayment of over five percent (5%) for any twelve (12) month period, then UCSD shall pay the cost of the examination as well as any additional sum that would have been payable to UBA and UNQ if UCSD had not reported correctly, plus an interest rate of ten percent (10%) per year. Such interest shall be calculated from the date the correct payment was due to UBA and UNQ up to the date when such payment is actually made by UCSD. For underpayment under five percent (5%) for any twelve- (12-) month period, UCSD shall pay the difference within thirty (30) days without interest rate or examination costs.
- 4.2 UCSD shall submit to UBA and UNQ an annual report, setting forth the status of all patent prosecutions, commercial development and licensing activity relating to the Invention.

SECTION 5. PATENT INFRINGEMENT

- 5.1 In the event the patent administrators responsible for Patent Rights at UBA, UNQ or UCSD learn of the substantial infringement of any patent covered by this Agreement, the party who learned of the infringement shall notify the other parties to the infringement and provide written evidence of infringement. UCSD shall, in cooperation with UBA and UNQ, use its best efforts to terminate infringement without litigation.
- 5.2 If, however, the efforts of the parties are not successful in abating the infringement within ninety (90) days after the infringer has been notified of the infringement, then UCSD may:
- 5.2.1 Commence suit on its own account; or
 - 5.2.2 Authorize an exclusive licensee to commence suit on its own account, or with UCSD; or
 - 5.2.3 UCSD may request that UBA and UNQ join as a party plaintiff in a patent infringement litigation. UBA and UNQ each have 90 (ninety) days from receipt of written notice to inform of their decisions to join or not join in such litigation. In no event may UBA and / or UNQ be joined in such a suit without its prior written consent. In the event that UCSD chooses not to commence suit, or to allow an exclusive Licensee to do so, UBA and / or UNQ may do so at their own election.
- 5.3 Legal action to terminate infringement or recover damages, as is decided under paragraph 5.2, will be at the full expense of the party on account of whom suit is brought and all recoveries recovered thereby will belong to such party, provided, however, that legal action brought jointly by the parties and fully participated in by such

parties shall be at the joint expense of the parties, in the shares mutually agreed upon at that time: and all recoveries shall be shared jointly by them in direct proportion to the share of expense paid by each party.

- 5.4 Each party shall cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party (or the parties) on account of whom suit is brought. The litigation will be controlled by the party bringing the suit, except that UBA and UNQ may be represented by counsel of its choice pursuant to UBA's and/or UNQ's determination in any suit brought by UCSD or a Licensee.

SECTION 6. ARBITRATION

- 6.1 The participants agree that for any controversy related to the interpretation or execution of this agreement a good-will effort will be made to resolve matters through direct discussion of the issues. In case that a mutual understanding cannot be achieved, the issues will be subjected to arbitration. In the case that the questions on which the parties disagree are raised by UCSD, arbitration will be sought in the city of Montevideo, Uruguay. In the case that such questions are raised by UBA or by UNQ, arbitration will be sought in the city of Toronto, Canada. In the cases that the disagreements cannot be resolved by arbitration, it is agreed that questions raised by UCSD will be resolved by a Court of Justice of the City of Montevideo, Uruguay, and questions raised by UBA or UQ by a Court of Justice of the City of Toronto, Canada.

SECTION 7. NOTICES

- 7.1 Any notice required to be given to the parties hereto is properly given if delivered in writing, in person, or mailed by first-class certified mail to the following addresses, or to such other addresses as may be designated in writing by the parties from time to time during the term of this Agreement:

To UBA: Universidad de Buenos Aires
Attention: Dr. Jorge Medina
Secretario de Ciencia y Técnica
Reconquista 694
Buenos Aires
Argentina

To UNQ: Universidad Nacional de Quilmes
Attention: Dra. Liliana Semorile
Secretaria de Investigaciones
Roque Sáenz Peña 180
B1876BXD - Bernal
Argentina

To UCSD:
Technology Transfer and Intellectual Property Services
Attention: Alan S. Paau, Assistant Vice Chancellor
(Case N° SD2003-222)
University of California, San Diego,

9500 Gilman Drive, MC - 0910
La Jolla, California 92093-0910
United States of America

SECTION 8. NO WAIVER

- 8.1 No waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth may be deemed a waiver as to any subsequent and / or similar breach or default.

SECTION 9. ASSIGNABILITY

- 9.1 This Agreement is binding upon and inures to the benefits of the parties hereto, their successors or assignees, but this Agreement may not be assigned by any party without prior written consent of the other Parties.

SECTION 10. LIFE OF AGREEMENT

- 10.1 This Agreement is in full force and effect from the Effective Date and remains in effect for the life of the last-to-expire patent in Patent Rights, unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement.

SECTION 11. TERMINATION

- 11.1 Unless a License Agreement is in effect or has been agreed upon as to all financial terms, either Party hereto may terminate this Agreement for any reason upon at least sixty (60) days written notice ("Notice of Termination") to the remaining parties, but in any event not less than sixty (60) days prior to the date on which responses to any pending Patent Office actions need to be taken to preserve patent Rights. After effective termination, each party may separately license its interest in the Patent Rights according to the licensing party's policy provided that each party pays to UCSD its proportion (forty percent [40%] for UBA and ten percent [10%] for UNQ) of all costs incurred thereafter in the preparation, prosecution and maintenance of Patent Rights plus a 15% patent service fee. Apart from the obligation to share patent costs and apart from the obligations identified in Article 12 (Confidentiality) and specific obligations accrued prior to termination, the parties shall have no further rights or obligations under this Agreement after effective termination.

SECTION 12. CONFIDENTIALITY

- 12.1 Subject to The California Public Records Act and the right of each party to acknowledge the existence of this Agreement, UCSD, UBA and UNQ respectively shall hold the other parties' proprietary business information, and all the information originated by the other parties about patent prosecution, engineering, designs, processes and technical information, and any other proprietary information, in confidence, using at least the

same degree of care as that party uses to protect its own proprietary information of a like nature for a period from the date of disclosure until five (5) years from the date of termination of this Agreement. The disclosing party shall label or mark confidential, or as otherwise appropriate, all proprietary information. If proprietary information is orally disclosed, the disclosing party shall reduce the proprietary information to writing or to some other physically tangible form and deliver it to the receiving party within 30 days of the oral disclosure, previously marked and labeled as confidential. Manuscripts published in scientific journals, papers, and presentations at public meetings that relate to proprietary information are exempt from the provisions of this Article after their timely submission to and subsequent timely approval of the other party within 30 days of their submission. Notwithstanding the foregoing, nothing of this Agreement restricts or impairs in any way the right of UBA, UNQ or UCSD to use, disclose or otherwise deal with any information or data documented:

12.2.1 that the recipient can demonstrate by written records that it was previously known to it;

12.2.2 that is now, or becomes in the future, public domain other than through acts or omissions of recipient;

12.2.3 that is lawfully obtained without restrictions by recipient from sources independent of the disclosing party; or

12.2.4 that was made independently without the use of proprietary information received hereunder.

12.3 The confidentiality obligations of the Parties under these terms will remain in effect for five (5) years from the termination date of this Agreement.

SECTION 13. USE OF NAMES AND TRADEMARKS

13.1 Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity, or other promotional activities. Unless required by law, the use of the names "Universidad de Buenos Aires", "Universidad Nacional de Quilmes", "The Regents of the University of California" or the name of any campus of the University of California and/or the name of any Academic Unit of UBA or UNQ is expressly prohibited.

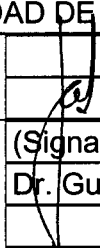
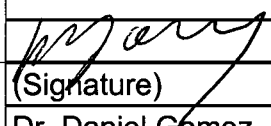
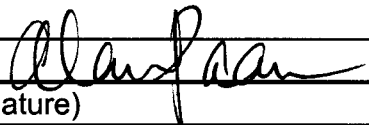
SECTION 14. NO IMPLIED LICENSE

14.1 This Agreement does not confer by implication, estoppel, or otherwise any license or rights under any patents of either party other than the Patent Rights specifically defined herein, regardless of whether such patents are dominant or subordinate to Patent Rights.

SECTION 15. COMPLETE AGREEMENT

15.1 This Agreement constitutes the entire Agreement, both written and oral, between the parties, and all prior agreements respecting the subject-matter hereof, either written or oral, expressed or implied are canceled.

IN WITNESS WHEREOF, UCSD, UBA, and UNQ have executed this Agreement in three duplicate originals in Spanish and three in English, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

UNIVERSIDAD DE BUENOS AIRES	
By	
	(Signature)
Name	Dr. Guillermo Jaim Etcheverry
Title	Rector
Date	
UNIVERSIDAD NACIONAL DE QUILMES	
By	
	(Signature)
Name	Dr. Daniel Gomez
Title	Rector
Date	
The Regents of the University of California	
By	
	(Signature)
Name	Alan Paau, M.B.A., Ph.D
Title	Assistant Vice Chancellor, Technology Transfer and Intellectual Property Services
Date	10/26/2005