

**ADDENDUM TO LICENCE AGREEMENT**

**between**

**STELLENBOSCH UNIVERSITY**

**(“SU”)**

**and**

**[INSERT NAME OF UNIVERSITY]**

**(“[INSERT ACRONYM]”)**

|  |  |
| --- | --- |
| **ADDENDUM NUMBER** | 1  |
| **ADDENDUM DATE** |  |

**WHEREAS** SU and [INSERT ACRONYM] on [INSERT DATE] (the “**Effective Date**”) entered into an agreement for the exchange of students and faculty members (“**the Agreement**”) in terms of which SU and [INSERT ACRONYM] (each as a “**Host Institution**”) agreed to host the students and academic personnel of the other for purposes of participation by such students and personnel in the academic programmes of the Host Institution; and

**WHEREAS** SU and [INSERT ACRONYM] agree that the results produced by students and personnel arising from such participation must be dealt with in accordance with the provisions set out in the Annexure attached hereto;

**THEREFORE** SU and [INSERT ACRONYM] agree that the Agreement will with effect from the Effective Date be supplemented in accordance with the terms stated in the Annexure hereto;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed at:- |  |  | Signed at:- |  |
| Date:- |  |  | Date:- |  |
| For and on behalf of **STELLENBOSCH UNIVERSITY** |  | For and on behalf of **[INSERT FULL NAME OF UNIVERSITY]** |
| Signature |  |  | Signature |  |
| Name |  |  | Name |  |
| Office |  |  | Office |  |
|  | I warrant that I have been duly authorised to sign this Addendum |  |  | I warrant that I have been duly authorised to sign this Addendum |

**ANNEXURE**

1. The Agreement will be supplemented by the addition of the following provisions:

**RESEARCH RESULTS**

1. The parties agree that all tangible and intangible results produced at the Host Institution, including results which are produced or generated by students and academic personnel of the Home Institution as contemplated under this Agreement (“**Research Results**”) shall be the property of the Host Institution (“**Exclusive Research Results**”).
2. In the event that SU and [INSERT NAME] have both contributed to the generation of Research Results, these Research Results (hereafter “**Joint Research Results**”) will become the joint and equal property of both parties (hereafter “**Joint Owners**”).
3. Each party is free to use its Exclusive Research Results without the consent of the other party subject to the provisions of confidentiality, if any.
4. A party shall, with regard to:

- any use of Joint Research Results, or

- protection of the intellectual property of Joint Research Results (including patenting),

seek the prior consent of and provide accounting to the other Joint Owner(s). The Joint Owners shall consent on conditions to be mutually agreed. In case of a filing for patents of Joint Research Results both parties will be named as applicants.

1. A party (hereafter “**Requesting Party**”) may request a worldwide, non-transferable and non-exclusive license to the Exclusive Research Results of the other party, insofar such a license is necessary for the use of the Exclusive and/or Joint Research Results of the Requesting Party, unless justified interests of the owning party or Joint Owners would not permit such a license. The parties shall negotiate in good faith about the conditions to be granted such a license. In case of a request for a license for commercial purposes, any license conditions will be fair and in accordance with the market.