**ACKNOWLEGMENT OF UNDERSTANDING OF TERMS AND CONDITIONS APPLYING TO OWNERSHIP AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS**

TOTAL is organizing the Challenge ARGOS. Teams composed of several Partners (academic and industrial) are encouraged to respond to a call for project, and selected teams will receive funding from Total to develop innovative solutions in the field of robotic. At the end of the Challenge ARGOS, the winning team will be determined.

Inthe event that our team is selected, we understand that we will have to enter into a formal agreement with TOTAL and the other Partners of the team (“the Challenge ARGOS Agreement”), and that the terms and conditions herein will apply.

**1. DEFINITIONS**

**BACKGROUND :** means any confidential information, know-how and/or intellectual property right belonging to a Partner of a team prior to its selection for participating to the Challenge ARGOS. For avoidance of doubt, any and all confidential information, know-how and / or intellectual property right include in the project proposal is part of the BACKGROUND

**FOREGROUND :** means any results and associated intellectual property right developed by a team in the course of the Challenge ARGOS.

**OIL & GAS DOMAIN** : plant and facilities dedicated to Oil and Gas extraction and treatment, including petrochemicals plants, refineries, offshore and onshore platforms.

**2. TERMS AND CONDITIONS APPLYING TO THE SELECTED TEAMS**

**2.1**. Each Partner of team retains the property of its BACKGROUND.

**2.2**. Each team retains the property of the FOREGROUND. The share of co-ownership between each Partner shall be defined in the Challenge ARGOS Agreement.

**2.3.** Each team is entitled to exploit the FOREGROUND outside the OIL&GAS DOMAIN with no compensation due to TOTAL. Terms and conditions of exploitation of the FOREGROUND between each Partner of the team shall be defined in the Challenge ARGOS Agreement.

**2.4.** For a period of five (5) years starting at the end of the Challenge ARGOS, Partners of the teams are not entitled to use the FOREGROUND in the OIL&GAS DOMAIN.

**2. 5.** Notwithstanding 2.4., teams are entitled to use the FOREGROUND after a one (1) year period provided a financial compensation is given to Total. This compensation shall be:

 - 100% of the Funding (+ Extra-Funding, if any) between year 1 and year 3

 - 66% of the Funding (+ Extra-Funding, if any) between year 3 and year 4

 - 33% of the Funding (+ Extra-Funding, if any) between year 4 and year 5

**3. SPECIFIC TERMS AND CONDITION APPLYING TO THE WINNING TEAM**

**3.1.** Each Partner of the winning team retains the property of its BACKGROUND.

**3.2.** At the end of Challenge ARGOS, each Partner of the winning team agrees to assign to TOTAL the ownership of its FOREGROUND subject to the payment by TOTAL of a 500 000€ lump sum to the winning team, to be distributed between each Partner of the team. Terms and conditions of this assignment of ownership [shall be defined in the Challenge ARGOS Agreement]. Subject to the payment of such lump sum, each Partner agrees to grant Total an irrevocable, worldwide, royalty-free license on its BACKGROUND, to the extent necessary to exploit the FOREGROUND.

**3.3.** TOTAL agrees to grant each Partner of the winning team an irrevocable, worldwide, non-exclusive, royalty-free license to use the FOREGROUND outside the OIL&GAS DOMAIN.

**3.4.** At the end of the five (5) year period, TOTAL agrees to grant to each Partner of the winning team an irrevocable, worldwide, non-exclusive, royalty bearing license to use the FOREGROUND in the OIL&GAS DOMAIN.

**4. APPLICABLE LAW**

**4.1.** This document shall be governed by French Law.

 Accepted and agreed upon for and on behalf of:

Name (duly authorized):

Title:

Signature:

Date: