

- g) The agreement should not contain any reference to industrial property rights such as "patented information". The agreement may indicate the patent held by the supplier of the technology only in its country of origin.
- h) The agreement may not impose the use of foreign trademark as a condition for the supply of the technology.
- i) Know-how relating to the manufacture of motor vehicles may not be registered.

#### 4 - Licence agreement for the use of trademark or publicity slogan

- a) This is "licence" agreement authorizing the use by third parties of a trademark or slogan registered in Brazil.
- b) Payment is on the same basis as for patents (item 5 below).
- c) The licensee may use his own trademark or slogan together with that licensed to him.

#### 5 - Licence agreement for the exploitation of a patent

- a) A "licence" agreement authorizes the exploitation by a third party of patent registered in Brazil.
- b) The licence must include the supply of technical information including specifications and processes and, where applicable, the rendering of technical assistance and the training of licensee's personnel.
- c) Payment is related to the actual application of a patent (1%) and to the sale of the resulting product. The level of payment can be on a percentage basis or as a fixed value per unit, related to the net sales price or linked to profits.
- d) Net price means the value of the invoice, based on actual sales, less charges, taxes, raw materials and components imported either from the licensor or from any other suppliers, commissions, return credits, freight, insurance and packaging expenses, plus any other deductions agreed on by the parties.
- e) A fixed value can be assigned to the outright purchase of patent rights.
- f) A fixed value can be established for the initial supply of technical documentation, which will represent an advance payment on the remuneration due. This can be paid as a lump sum, after the agreement comes into force.