DATED 12 September 2006

(1) THE UNIVERSITY OF OXFORD
(2) THE OXFORD CENTRE FOR BUDDHIST STUDIES

AGREEMENT
Conferring the Status of Recognized Independent Centre
THIS AGREEMENT dated 12 September 2006 is made BETWEEN:

(1) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, whose administrative offices are at Wellington Square, Oxford OX1 2JD ("the University"); and

(2) THE OXFORD CENTRE FOR BUDDHIST STUDIES, registered charity no. 1114960, a company limited by guarantee, company number 05834539, whose registered office is at Wolfson College, Linton Road, Oxford OX2 6UD ("the Centre").

WHEREAS

(A) The Council of the University ("Council", an expression which elsewhere in this Agreement shall be taken to include any other University body to which Council has delegated authority in the relevant context) has established the status of Recognised Independent Centre for educational charities in the Oxford area (not being colleges of the University, Permanent Private Halls or other universities) which satisfy certain criteria and make application to Council.

(B) The Centre has made such application, and Council has agreed to grant the status on the terms of this Agreement.

NOW IT IS AGREED as follows:

1. **Grant of Status**

   (a) In consideration of the undertakings by the Centre in this Agreement, and of the contributions by members of the Centre to the University’s teaching and research, the University grants the Centre licence to describe itself as a Recognized Independent Centre of the University of Oxford.

   (b) The Centre shall not use the name or logo of the University in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the University.

   (c) The use by the Centre of the word ‘Oxford’ shall be the subject of the trademark licence set out in the First Schedule to this Agreement, which the parties will complete at the same time as this Agreement.

2. **Identity and public awareness**

   The Centre will make clear its status vis-à-vis the University in all forms of publicity, including websites, and in all fundraising material. Websites and other relevant forms of publicity will include a clear and unambiguous statement describing the Centre as recognized by the University but independent of it. They will include also a reference to a website or document in which the term “Recognized Independent Centre” is defined by the Principles set out in the Second Schedule in this Agreement.

3. **Accountability, transparency and oversight**

   (a) Council shall have the right on notice to the Centre to appoint, remove and replace up to two nominees to the Board of Trustees of the Centre. The academic range of the University representation will be determined by the University in consultation with the Centre but will
be designed to ensure that the University’s nominees include people from all those faculties, departments, or other units of the University the work of which is closely related to that of the Centre.

(b) The Centre shall appoint a nominee to the committee of Council known as the Joint Co-ordinating Committee for Recognized Independent Centres. Each person so nominated shall hold office for a two-year term, renewable for one further term of two years. The Committee will conduct regular reviews of the activities of each Recognized Independent Centre and report upon them to Council; each Recognized Independent Centre will be reviewed at least once in every five years.

(c) The Centre shall have an academic committee. Council must be satisfied that the academic committee includes adequate representation from those faculties, departments, or other units of the University the work of which is closely related to that of the Centre: if in Council’s opinion this is not the case, Council shall have the right to nominate additional members of the committee.

4. Academic policy and appointments

(a) The academic policy of the Centre shall be informed by the University’s academic strategy and by the University’s plans as approved from time to time by Council. It will be the responsibility of the University nominees on the Centre’s Board of Trustees and academic committee to establish whether the policy of the Centre is consistent with the University’s academic strategy and with its approved plans, and to ensure that it implies no additional call direct or indirect on the University’s finances or other resources. It will further be the responsibility of the University’s nominees to notify the Vice-Chancellor (and, in the case of nominees on the Board of Trustees, the University’s Company Administration Officer) of any potential or actual failure to meet these conditions.

(b) The Centre shall have at the heart of its policy activities that complement the University’s, e.g. promoting research, teaching, and academic exchanges, arranging seminars and putting in place library resources that supplement the collections of Oxford University Library Services.

(c) Research carried out by the Centre shall match the University’s policies on the conduct of research, including its policies on research ethics; and the right to freedom of speech and expression within the limits of the law shall in no way be limited.

(d) The Centre, like any other bodies that are not part of the University, may propose to the University benefactions, including the endowment of posts, subject to the University’s normal rules and procedures. When a Chair is endowed, the appointment of any individual to the Chair will be made by an electoral board constituted in the ordinary way under the University’s Statutes and Regulations. Benefactors, including institutional benefactors, have no right of representation on any such electoral board. The Centre may not create a Chair except by endowing a Chair within the University.

(e) In the event that the Centre wishes to make academic appointments other than by endowing Chairs within the University, it may make appointments of two kinds. Appointments of both kinds will be fully funded by the Centre, unless special arrangements are agreed in advance in a particular case:
(i) The Centre may make appointments that are particular to the Centre: that is, appointments for which the selection committee does not have University representatives. (Committee members chosen by the Centre are not University representatives, even if they hold posts within the University, however senior those posts may be).

(ii) The Centre may make appointments jointly with the University, where the appointing committees do include University representatives. In that case the membership of the selection committee must be determined as indicated below. In what follows, appointments of this second kind are called Joint Appointments.

Appointments of either kind must be in line with University policies on recruitment, selection, academic pay scales as approved by the University’s Personnel Committee, appraisal, re-appointment and dismissal, as well as the policies indicated above. Appointments of neither kind will carry automatic entitlement to college membership or to college fellowships.

(f) Joint appointments will be made by selection committees comprising three representatives from the relevant faculty board or department, one from the relevant division appointed with the approval of the Centre, and two appointed by the Centre. In cases where more than one faculty or department is involved the selection committee may be appropriately enlarged by negotiation between the Centre and the University, the enlarged committee retaining broadly the same proportions of members appointed by the University and members appointed by the Centre. The balance of membership is designed to reflect that obtaining in 2004-05 under the rules for appointing University Lecturerships with College Fellowships.

(g) Academics holding Joint Appointments will be entitled to membership of the University and of any relevant faculty or department of the University. They will be qualified for membership of Congregation. They will be called University Research Lecturers. The Centre will carry the full cost of their salaries, together with employer’s pension and National Insurance contributions; it will also be responsible, unless agreed in advance, for the relevant infrastructure charges. Some or all of the salary may be paid not directly to the individual but to the University as a Research Grant; the employment contracts of such University Research Lecturers shall make it plain that their continued employment is dependent on the continuance of the relevant Research Grant to the University. Their employment contracts will be with the University in respect of their payment as University Research Lecturers. They may also hold separate contracts with the Centre in connection with other duties.

(h) Academics appointed by committees without University representation will not be entitled as of right to membership of the University, or of any faculty or department of the University, though such membership shall be open to them if they satisfy on independent grounds the conditions for membership set out in the University’s Statutes and Regulations and if they are elected as members by an appropriate faculty or department. Unless so elected, they will have no entitlement to teach or to lecture within the University and may not do so unless specifically invited by the responsible body within the University. Unless they are elected as members by a faculty or department they will not be entitled to claim any personal association with or recognition by the University.

(i) Students and visitors attached to the Centre, and not matriculated by the University or specifically appointed to a University post or to a Joint Appointment as described above, may
not claim membership of the University, nor recognition by it nor association with it. Nor may they have access to the facilities of the University, unless by special application in the individual case.

5. Fundraising

The Centre shall raise funds in ways that complement University fundraising. In raising funds the Centre shall make clear the nature of the Centre’s recognition by the University, and that the Centre is not part of the University. Unless specific exemption has been granted, initiatives will be subject to the approval of the Pro-Vice-Chancellor for Development and External Relations (or such other officer as Council may designate for this purpose), and an account of fund-raising activities will be submitted to Council along with the annual report.

6. Termination

(a) Should the Centre wish to cease to hold the status of Recognized Independent Centre it shall give the University not less than twelve months’ written notice of its intention: this Agreement will then terminate on the expiration of the period of notice.

(b) The University may at its absolute discretion withdraw the status of Recognized Independent Centre, either with immediate effect or after such period as may seem to Council appropriate in the circumstances. It shall do so in any case in which it considers that a Centre has brought the University into disrepute, or is likely to do so; and in any case in which it considers that a Centre has failed to adhere to the University’s standards of practice in research, teaching, or equality of opportunity. This Agreement will terminate on the date specified in the University’s withdrawal notice.

(c) The University may terminate this Agreement by serving written notice on the Centre in the event that the Centre has a petition presented for its winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction, or compounds with its creditors, or has a receiver or administrative receiver appointed of all or any part of its assets, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts.

(d) The termination of this Agreement under any of the preceding subclauses shall mean the termination as from the effective date of termination of the obligations imposed on the parties under clauses 1 (a) and (c), 2, 3, 4, 5 and 7. The remaining clauses shall survive termination indefinitely.

7. Assignment

Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.

8. Indemnity

The Centre will indemnify the University and keep the University indemnified against all and any losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which may be suffered or incurred by the University: (a) as a result of the Centre presenting itself as a Recognized Independent Centre of the University; (b) in consequence of the termination of this Agreement. These indemnities will extend to any claims made against the University on the basis that the Centre is or has been a part of the University (albeit such is not the case). The Centre shall maintain Professional Negligence Insurance coverage with an
insurer authorised to underwrite such business in the United Kingdom, and with an Indemnity Limit of not less than £1 million. The policy will be based on the normally accepted terms and conditions of the London Market at the time that the contract comes into force. The Centre will notify the University promptly if the policy wording changes; and will allow the University on request to inspect the policy schedule and wording, and to receive evidence that all premium payments are fully up-to-date.

9. Notices

The University’s representative for the purpose of receiving notices shall until further notice be:

The Registrar
The University of Oxford
University Offices
Wellington Square
Oxford OX1 2JD

The Centre’s representative for the purpose of receiving notices shall until further notice be:

The Executive Director
The Oxford Centre for Buddhist Studies
Wolfson College
Linton Road
Oxford OX2 6UD

10. Dispute Resolution

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement (a “Dispute”), at the written request of either party each of the parties shall designate a representative from its senior management, who does not devote substantially all of his or her time to performance under this Agreement, to attempt to resolve the Dispute. The designated representatives shall negotiate in good faith in an effort to resolve the Dispute over a period of 10 business days, unless they conclude mutually that amicable resolution of the Dispute through such efforts is not possible.

(b) If a dispute is not resolved pursuant to the preceding sub-clause the parties shall seek in good faith to settle the dispute by mediation in Oxford, England, administered by the Centre for Effective Dispute Resolution (“CEDR”). Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

(c) If a Dispute has not been resolved within 90 days after the written request beginning the dispute resolution process (or a longer period, if mutually agreed), the mediation shall terminate and the parties shall be at liberty to commence proceedings in the English Courts which, subject to the foregoing, shall have exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement or the breach of this Agreement.

(d) Negotiation and mediation as above shall be a condition precedent to the commencement of any legal proceeding. Any mediation or negotiation pursuant to this clause shall be treated as a confidential settlement discussion. The mediator may not testify for either party in any later proceeding relating to the Dispute.
11. *General*

(a) Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.

(b) No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination; and no one except a party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

(c) Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University and the Centre or the relationship between them of principal and agent.

(d) This Agreement and its two Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the parties in regard to the status of Recognized Independent Centre. Any variation shall be in writing and signed by authorised signatories for both parties.

**THE FIRST SCHEDULE**

**Trademark Licence**

**THIS AGREEMENT** dated 12 September is made BETWEEN

(1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** whose administrative offices are at Wellington Square, Oxford OX1 2JD ("the University") and which trades as Oxford University Press ("OUP") at Great Clarendon Street, Oxford OX2 6DP; and

(2) **THE OXFORD CENTRE FOR BUDDHIST STUDIES**, registered Charity No. 1114960, a company limited by guarantee, company number 05834539, whose registered office is at Wolfson College, Linton Road, Oxford OX2 6UD (the "Licensee").

**WHEREAS**

A. OUP is a department of the University of Oxford. It furthers the University’s objectives of excellence in research, scholarship and education by publishing worldwide. It is the registered proprietor of and applicant for the registration of numerous trade marks throughout the world consisting of and including the name “Oxford” in respect of publishing services, published material and information services (in printed or electronic form). OUP is the registered proprietor in the United Kingdom of the trade mark “Oxford” in respect of certain goods and services in classes 9, 16 and 41.

B. The Licensee is a Recognized Independent Centre of the University whose main activity is to advance the education of the public by holding and administering funds for teaching and research posts in Buddhist Studies at the University. The Licensee’s main activity does not include the publication of materials, or the provision of publishing services or information services (whether in printed or electronic form) to the public.
C. The parties have entered into this agreement to set out the basis on which the Licensee may use the “Oxford” name and trade mark. OUP wishes to ensure that the Licensee’s use of the “Oxford” name and trade mark does not give rise to any implication that the Licensee is associated with OUP and thus cause confusion.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 “Licensee’s Activities”: the activities of the Licensee described in Recital B

1.2 “Licensed Goods and/or Services” goods and/or services which are the same as or similar to goods and/or services covered by OUP’s UK registrations of the “Oxford” mark, details of which are set out in the Schedule to this Agreement.

1.3 “Trade Mark”: The University’s rights in the name and mark “Oxford”, including in OUP’s registrations and applications in the UK (as set out in the Schedule to this Agreement) and in OUP’s corresponding registrations and applications overseas in the same classes.

2. LICENCE

2.1 In consideration of the rights and obligations set out in this Agreement, the University grants to the Licensee a worldwide, non-exclusive, royalty free licence to use the Trade Mark on the terms set out in this Agreement as part of the Licensee’s name and for Licensed Goods and/or Services which are incidental to the Licensee’s Activities.

2.2 The University shall take the exclusive benefit of all goodwill in the Trade Mark which is established by its use by the Licensee insofar as such goodwill supports the University’s common law and trade mark rights in the name “Oxford”.

3. CONDITIONS OF USE OF THE TRADE MARK AND THE NAME “OXFORD”

3.1 The Licensee acknowledges the common law and trade mark rights of OUP in the name “Oxford” in respect of publishing services, published material and information services (whether in printed or electronic form). The Licensee shall:

3.1.1 not use the Trade Mark in any way which might prejudice the distinctiveness or validity of the Trade Mark, or damage the goodwill or reputation of OUP;

3.1.2 not use the name “Oxford” in such a way as to take unfair advantage of, or to be detrimental to, the distinctive character or the repute of the Trade Mark;

3.1.3 ensure that it does not hold itself out in a manner which may cause confusion with OUP’s services and material.
3.2 Should the Licensee propose to use the name “Oxford” in connection with publications or publishing services or information services (whether in printed or electronic form) then the following conditions apply in respect of such use:

3.2.1 the Licensee will not use the name “Oxford” in isolation as a trade mark, imprint or brand or give the name “Oxford” undue prominence;

3.2.2 such use shall not be made in connection with a prominent device which is similar to any device used by OUP; and

3.2.3 the Licensee shall provide OUP with a sample or “mock-up” of its proposed publication, publishing service or information service prior to distribution to the public. The Licensee shall be permitted to use and distribute only those publications, publishing or information services the style or standard format of which has been approved in advance in writing by OUP, such approval not to be unreasonably withheld or delayed. OUP will use all reasonable endeavours to respond to the Licensee’s request for approval within seven working days of receipt of the request. Failure to respond within such seven working day period shall not however be deemed to constitute approval.

4. TRADE MARK REGISTRATION

4.1 The Licensee agrees that nothing in this Agreement shall give rise to any right on its part to apply to register or to register any trademark which consists of or incorporates the name “Oxford”.

4.2 The Licensee shall consent to and not pursue any opposition, cancellation, invalidation or revocation action against any application or registration by OUP for any mark which consists of or incorporates the name “Oxford” and which is limited to publishing services, published material and information services (whether in printed or electronic form).

4.3 The Licensee shall inform OUP promptly of any actual or possible infringement of the Trade Mark in relation to the Licensed Goods and/or Services of which it becomes aware. In the event OUP decides that proceedings should be commenced, the Licensee shall provide all information and render all assistance and co-operation that may be necessary subject to reimbursement by OUP of the Licensee’s reasonable costs. OUP shall bear the cost of any such proceedings and shall be entitled to retain all damages recovered.

5. TERMINATION

5.1 This Agreement may be terminated immediately by the University by written notice to the Licensee if:

5.1.1 the Licensee’s main activity becomes the publication of materials or provision of publishing services or information services (whether in printed or electronic form) to the public;

5.1.2 the Licensee commits a breach of this Agreement and (if capable of remedy) fails to remedy the breach within 30 days of receipt of written notice from the University specifying the breach and requiring it to be remedied;
5.1.3 the Licensee proposes to sub-license or assign or in fact does sub-license or assign any aspect of this Agreement;

5.1.4 there is a change of control of the Licensee;

5.1.5 the Licensee enters compulsory or voluntary liquidation; compounds with or convenes a meeting of its creditors, or has a receiver or manager appointed over its assets; undergoes an analogous event in any part of the world; or ceases for any reason to carry on business.

5.2 In the event of termination of this Agreement the Licensee’s right to use the Trade Mark shall immediately cease. In the event of termination pursuant to Clauses 5.1.1 through 5.1.4 above, the Licensee will take immediate steps to remove the word “Oxford” from its name.

5.3 The right to terminate this Agreement is in addition to any other remedy or right, including the right to recover damages and to obtain specific performance and/or injunctive relief.

6. **GENERAL**

6.1 This Agreement is personal to and binding on the Licensee and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

6.2 All notices required to be given under this Agreement shall be given in writing in English and delivered by hand or sent by first class registered or recorded delivery post. Such notices shall be deemed to be delivered (i) when left at the addressee’s address; or (ii) if posted 48 (forty-eight) hours after posting. All notices to the University shall be addressed both to the Director of Legal Services, The University of Oxford, University Offices, Wellington Square, Oxford OX1 2JD and to the Group Legal Director, Oxford University Press, Great Clarendon Street, Oxford OX2 6DP (or to such other officers and addresses as the University Offices and OUP may respectively designate from time to time by notice pursuant to this Clause). All notices to the Licensee shall be addressed to The Executive Director, The Oxford Centre for Buddhist Studies, Wolfson College, Linton Road, Oxford OX2 6UD, or to such other officer and address as the Licensee may designate from time to time by notice pursuant to this clause.

6.3

6.3.1 In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this agreement (a “Dispute”), at the written request of either party each of the parties shall designate a representative from its senior management, who does not devote substantially all of his or her time to performance under this Agreement, to attempt to resolve the Dispute. The designated representatives shall negotiate in good faith in an effort to resolve the Dispute over a period of 10 business days, unless they conclude mutually that amicable resolution of the Dispute through such efforts is not possible.

6.3.2 If a dispute is not resolved pursuant to the preceding sub-clause the parties shall seek in good faith to settle the dispute by mediation in Oxford, England, administered by the Centre for Effective Dispute Resolution (“CEDR”). Each
party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

6.3.3 If a Dispute has not been resolved within 90 days after the written request beginning the dispute resolution process (or a longer period, if mutually agreed), the mediation shall terminate and the parties shall be at liberty to commence proceedings in the English Courts which, subject to the foregoing, shall have exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement or the breach of this Agreement.

6.3.4 Negotiation and mediation as above shall be a condition precedent to the commencement of any legal proceeding. Any mediation or negotiation pursuant to this clause shall be treated as a confidential settlement discussion. The mediator may not testify for either party in any later proceeding relating to the Dispute.

6.4 This Agreement constitutes the entire agreement of the parties about its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

6.5 The University’s rights arising under this Agreement shall not be waived except in writing. Any waiver of any of its rights under this Agreement or of any breach of this Agreement by the Licensee shall not be construed as a waiver of any other rights or of any other further breach.

THE SCHEDULE

UK REGISTRATION DETAILS OF THE TRADE MARK

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IN WITNESS of which the parties have executed this Agreement on the date first mentioned above
SIGNED for and on behalf of  
THE CHANCELLOR, MASTERS  
AND SCHOLARS OF  
THE UNIVERSITY OF OXFORD

Name: Julie Maxton  
Position: Registrar  
Signature: J.M.

SIGNED for and on behalf of  
THE OXFORD CENTRE FOR  
BUDDHIST STUDIES

Name: Prof. R.F. Gombrich  
Position: Chairman of Trustees  
Signature: R.G.

THE SECOND SCHEDULE

Statement of General Principles

The principles set out below, and the Protocol appended to them, summarise the terms of the agreement under which an educational charity in the Oxford area (not being a college of the University, a Permanent Private Hall, or another University) may be granted the status of a Recognized Independent Centre by the University of Oxford.

1. No Recognized Independent Centre is or shall purport to be a part of the University of Oxford, nor (after 30 September 2006) shall it describe itself as “associated” with the University of Oxford.

2. Each Recognized Independent Centre shall be committed to carrying out disinterested and objective research and teaching.

3. The University will be represented on the Governing Body of each Recognized Independent Centre.

4. Each Recognized Independent Centre’s policies for its staff and visitors will be in harmony with the University’s policies as an equal opportunities employer.

5. It shall be the responsibility of each Recognized Independent Centre to ensure that its academic activities are complementary to those of the University.

6. Except as specifically agreed with individual Centres, it shall be the responsibility of each Recognized Independent Centre to ensure that its fundraising activities are consistent with those of the University and that fundraising activity does not take place without the knowledge and agreement of the University.

7. Each Recognized Independent Centre shall submit to the Council of the University annually a full report of its academic activities and a full report of its financial affairs, including major fundraising.
8. Whenever a Recognized Independent Centre includes the word 'Oxford' in its name it shall enter into a (royalty-free) licence for such use on terms which will protect the business of the University and its Press.

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<td>THE OXFORD CENTRE FOR BUDDHIST STUDIES:</td>
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<table>
<thead>
<tr>
<th>Name:</th>
<th>Julie Maxton</th>
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<td>Position:</td>
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<tr>
<th>Name:</th>
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<tr>
<td>Position:</td>
<td>Chairman of Trustees</td>
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<td>Signature:</td>
<td>R.G.</td>
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