

[Date]

[Address]

Re: Stanford Docket Sxx-xxx, [*Invention Title* \_\_\_\_\_]  
Agreement for Use of Certain Biological Material

Dear [Name]:

This Letter Agreement, effective when signed on behalf of [Company Name] ("Recipient"), governs an arrangement in which [Inventor Names] of Stanford University make(s) available the Biological Material described in Paragraph 1 below to Recipient. Recipient will hold the Biological Material in trust solely for the purposes set forth in this Letter Agreement.

1. The Biological Material to be furnished consists of the following: Description \_\_\_\_\_, which resulted from research at Stanford University. STANFORD has/has not filed a patent application covering inventions relating to the Biological Material.
2. Stanford will retain the unrestricted right to distribute the Biological Material to other commercial or noncommercial entities. This letter in no way alters any rights the U.S. Government may have
3. Recipient will only use the Biological Material for in vitro scientific research [evaluation]. This Agreement specifically excludes any use of Biological Material or any derivative of Biological Material in humans. Nothing in this Letter Agreement grants Recipient any rights under any patents nor any rights to use any products or processes derived from or with Biological Material for profit-making or commercial purposes. Recipient agrees to negotiate in good faith a license with Stanford before making any profit-making or commercial use of any product or process derived from Biological Material. Stanford has no obligation to grant a license to Recipient, and may grant exclusive or nonexclusive licenses to others who may be investigating uses of the Biological Material.
4. Recipient will have [Number] months from the effective date of this Letter Agreement to evaluate the Biological Material. At the end of that period, Recipient will either enter into good faith negotiations with Stanford for a commercial license

should one still be available at that time, or else destroy the Biological Material within thirty (30) days.

5. Either party may terminate this Letter Agreement at any time. Recipient will discontinue all use of and return or destroy the Biological Material within thirty days of termination.
6. Recipient understands that the Biological Material is experimental in nature, and **Stanford makes no representations and extends no warranties of any kind, express or implied.** In no event shall Stanford be liable for Recipient's acceptance, use, storage or disposal of such Biological Material, and Recipient agrees to defend, indemnify, and hold Stanford harmless from any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from such acceptance, use, storage or disposal.
7. Recipient will not transfer the Biological Material to any third party, and will direct any third party requests to Stanford.
8. Paragraphs 3, 6 and 7 will survive the termination or expiration of this Letter Agreement, which may be amended only by a written and fully-signed subsequent agreement between the parties.
9. In support and recognition of the expenses incurred by STANFORD for the maintenance, preparation and shipment of the Biological Material, Recipient shall make a payment of \$500 to STANFORD. Upon receipt of the payment, the Biological Material shall be shipped to Recipient, Recipient and STANFORD agree that no further payments shall be required unless Recipient chooses to license the Biological Material from STANFORD as may be necessary under Paragraph 4 above.
10. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

Name  
Date  
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Sincerely,

Associate  
Title

THE BOARD OF TRUSTEES  
OF THE LELAND STANFORD  
JUNIOR UNIVERSITY

RECIPIENT

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_