NONEXCLUSIVE AGREEMENT

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (“Stanford”), an institution of higher education having powers under the laws of the State of California, and ___________ (“Company”), a corporation having a principal place of business at ____________, is effective on the ____ day of _____ 20____ (“Effective Date”).

1. BACKGROUND

Stanford has rights to biological material known as MFB-F11 Cell Line. It was developed in the laboratory of Dr. Tony Wyss-Coray, and is described in Stanford Docket S07-069. The biological material was developed in the course of research supported by the National Institutes of Health. Stanford wants to have the biological material developed and marketed as soon as possible so that resulting products may be available for public use and benefit.

2. DEFINITIONS

2.1 “Biological Material” means the cell line producing MFB-F11 provided to Company pursuant to this Agreement.

2.2 “Licensed Field of Use” means Research Purposes only, as hereinafter defined.

2.3 “Research Purpose(s)” means any in-house use of the Biological Material for in-vitro and non-human animal in vivo research purposes where no payment or other compensation (other than payments for research) is received from third parties. Research Purpose(s) specifically excludes the sale or transfer of the Biological Material.

2.4 “Stanford Indemnitees” means Stanford, Stanford Health Care and Lucile Packard Children’s Hospital at Stanford, and their respective trustees, officers, employees, students, agents, faculty, representatives and volunteers.

3. GRANT

3.1 Grant. Stanford hereby grants, and Company accepts, a non-exclusive license in the Licensed Field of Use. The license does not include the right to use any products or processes derived from the Biological Material directly for profit-making or commercial purposes, such as manufacture, use, and sale of product. Company agrees to negotiate in good faith a license with Stanford before marketing for sales any product or process derived from Biological Material. Stanford will have no obligation to grant such a license to Company, and may grant exclusive or nonexclusive licenses to other who may be investigating uses of the Biological Material.
3.2 **Nonexclusivity.** The license is nonexclusive in theLicensed Field of Use beginning on Effective Date and expiring Fifteen year from Effective Date.

3.3 **Retained Rights.** Stanford retains the right, on behalf of itself and all other non-profit academic research institutions, to use the Biological Material for any non-profit purpose, including sponsored research and collaborations. Stanford and any such other institution have the right to publish any information using the Biological Material.

3.4 **Specific Exclusion.** Stanford does not:

(A) grant to Company any other licenses, implied or otherwise, to any patents or other rights of Stanford regardless of whether the patents or other rights are required to exploit any Biological Material; and

(B) agree to furnish to Company any technology or technological information other than the Biological Material or to provide Company with any assistance.

3.5 **No Transfer.** Company is not permitted to transfer Biological Material to any third party without prior written consent from Stanford.

4. **SUBLICENSING**

Company may not grant sublicenses.

5. **GOVERNMENT RIGHTS**

This Agreement is subject to Title 35 Sections 200-204 of the United States Code. Among other things, these provisions provide the United States Government with nonexclusive rights to the Biological Material. Company will ensure all obligations of these provisions are met.

6. **ROYALTIES**

6.1 **Issue Royalty.** Company will pay to Stanford a noncreditable, nonrefundable license issue royalty of $5,000.00 upon signing this Agreement. Upon receipt of payment, Stanford will send Biological Material to Company.

6.2 **License Maintenance Fee.** For continued use of Biological Material, Company will pay an annual license maintenance fee of $5,000.00 beginning on the first anniversary of the Effective Date and each anniversary thereafter. The payment are nonrefundable.

6.3 **Currency.** Company will make royalty payments to Stanford in U.S. Dollars.

6.4 **Non-U.S. Taxes.** Company will pay all non-U.S. taxes related to royalty payments. These payments are not deductible from any payments due to Stanford.
6.5 **Interest.** Any payments not made when due will bear interest at the lower of (a) the Prime Rate published in the Wall Street Journal plus 200 basis points or (b) the maximum rate permitted by law.

7. **EXCLUSIONS AND NEGATION OF WARRANTIES**

7.1 **Negation of Warranties.** Stanford provides Company the rights granted in this Agreement AS IS and WITH ALL FAULTS. Stanford makes no representations and extends no warranties of any kind, either express or implied. Among other things, Stanford disclaims any express or implied warranty:

(A) of merchantability, of fitness for a particular purpose,

(B) of non-infringement or

(C) arising out of any course of dealing.

7.2 **No Representation of Biological Material.** Company also acknowledges that Stanford does not represent or warrant that the exploitation of Biological Material will be successful.

8. **INDEMNITY**

8.1 **Indemnification.** Company will indemnify, hold harmless, and defend all Stanford Indemnitees against any claim of any kind arising out of or related to the exercise of any rights granted Company under this Agreement or the breach of this Agreement by Company.

8.2 **No Indirect Liability.** Stanford is not liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

8.3 **Workers’ Compensation.** Company will comply with all statutory workers’ compensation and employers’ liability requirements for activities performed under this Agreement.

8.4 **Insurance.** During the term of this Agreement, Company will maintain Comprehensive General Liability Insurance, including Product Liability Insurance, with a reputable and financially secure insurance carrier to cover the activities of Company. The insurance will provide minimum limits of liability of $2,000,000 and will include all Stanford Indemnitees as additional insureds. Insurance must cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement and must be placed with carriers with ratings of at least A- as rated by A.M. Best. Within 15 days of the Effective Date of this Agreement, Company will furnish a Certificate of Insurance evidencing primary coverage and additional insured requirements. Company will provide to Stanford 30 days prior written notice of cancellation or material change to this
insurance coverage. Company will advise Stanford in writing that it maintains excess liability coverage (following form) over primary insurance for at least the minimum limits set forth above. All insurance of Company will be primary coverage; insurance of Stanford and Stanford Hospitals and Clinics will be excess and noncontributory.

9. **STANFORD NAMES AND MARKS**

Company will not use (i) Stanford’s name or other trademarks, (ii) the name or trademarks of any organization related to Stanford, or (iii) the name of any Stanford faculty member, employee, student or volunteer without the prior written consent of the University. Permission may be withheld at Stanford’s sole discretion. This prohibition includes, but is not limited to, use in press releases, advertising, marketing materials, other promotional materials, presentations, case studies, reports, websites, application or software interfaces, and other electronic media.

10. **TERMINATION**

10.1 **Termination by Company.**

(A) Company may terminate this Agreement by giving Stanford written notice at least 30 days in advance of the effective date of termination selected by Company.

(B) As of the effective date of termination, Company will:

(1) cease use of Biological Material; and

(2) return to Stanford or destroy all Biological Material.

10.2 **Termination by Stanford.**

(A) Stanford may also terminate this Agreement if Company:

(1) is delinquent on any payment; or

(2) is in breach of any provision.

(B) Termination under this Section 10.2 will take effect 30 days after written notice by Stanford unless Company remedies the problem in that 30-day period.

(C) As of the effective date of termination, Company will:

(1) cease use of Biological Material; and

(2) return to Stanford or destroy all Biological Material.

10.3 **Surviving Provisions.** Surviving any termination or expiration are:

(A) any claim of Company or Stanford, accrued or to accrue, because of any breach or default by the other party; and
(B) the provisions of Articles Error! Reference source not found., 7, and 8, and any other provision that by its nature is intended to survive.

11. ASSIGNMENT

This agreement may not be assigned.

12. EXPORT

Company and its affiliates will comply with all applicable United States laws and regulations controlling the export of licensed commodities and technical data relating to this Agreement. (For the purpose of this paragraph, “licensed commodities” means any article, material or supply but does not include information; and “technical data” means tangible or intangible technical information that is subject to U.S. export regulations, including blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions.) These laws and regulations may include, but are not limited to, the Export Administration Regulations (15 CFR 730-774), the International Traffic in Arms Regulations (22 CFR 120-130) and the various economic sanctions regulations administered by the U.S. Department of the Treasury (31 CFR 500-600).

Among other things, these laws and regulations may prohibit or require a license for the export or retransfer of certain commodities and technical data to specified countries, entities and persons. Company hereby gives written assurance that it will comply with, and will cause its affiliates to comply with all United States export control laws and regulations, that it understands it may be held responsible for any violation of such laws and regulations by itself or its affiliates, and that it will indemnify, defend and hold Stanford harmless for the consequences of any such violation.

13. ARBITRATION

Any dispute between the parties regarding any payments made or due under this Agreement will be settled by arbitration in accordance with the JAMS Arbitration Rules and Procedures. The parties are not obligated to settle any other dispute that may arise under this Agreement by arbitration.

14. NOTICES

All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:
All general notices to Company are mailed to:

Name___________________________
Address__________________________
_________________________________

All financial invoices to Company (i.e., accounting contact) are e-mailed to:

Name____________________________
E-mail address_____________________

All general notices to Stanford are e-mailed or mailed to:

Office of Technology Licensing
3000 El Camino Real
Building 5, Suite 300
Palo Alto, CA  94306-2100
info@otlmail.stanford.edu

All payments to Stanford are mailed to:

Stanford University
Office of Technology Licensing
Department #44439
P.O. Box 44000
San Francisco, CA  94144-4439

Either party may change its address with written notice to the other party.

15.  MISCELLANEOUS

15.1 Waiver. No term of this Agreement can be waived except by the written consent of the party waiving compliance.

15.2 Choice of Law. This Agreement and any dispute arising under it is governed by the laws of the State of California, United States of America, applicable to agreements negotiated, executed, and performed within California.

15.3 Exclusive Forum. The state and federal courts having jurisdiction over Stanford, California, United States of America, provide the exclusive forum for any court action between the parties relating to this Agreement. Company submits to the jurisdiction of such courts, and waives any claim that such a court lacks jurisdiction over Company or constitutes an inconvenient or improper forum.

15.4 Headings. No headings in this Agreement affect its interpretation.
15.5 **Electronic Copy.** 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.

The parties execute this Agreement in duplicate originals by their duly authorized officers or representatives.

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

Signature: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date: ____________________________

COMPANY

Signature: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date: ____________________________