

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 ____ 2016 (“Effective Date”).

1. BACKGROUND

Stanford has rights to biological material known as Generation of LSL-Cas9 mouse allele. It was developed in the laboratory of Dr. Monte Winslow, and is described in Stanford Docket S15-174. 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 either the mouse strain B6;129-Igs2tm1(CAG-cas9*)Mmw/J, stock number 026816 or Igs2tm1/1(CAG-cas9*)Mmw/J, stock number 027650 acquired by Company directly from Jackson Labs pursuant to this Agreement.
- 2.2 “Licensed Field of Use” means any use of Biological Material for research purposes. The Licensed Field of Use specifically excludes any use of Biological Material which requires regulatory approval, including any *in vitro* and *in vivo* diagnostic or therapeutic applications, and any *in vivo* in humans use for whatever purpose.
- 2.3 “Licensed Territory” means worldwide.
- 2.4 “Stanford Indemnitees” means Stanford and Stanford Hospitals and Clinics, and their respective trustees, officers, employees, students, agents, faculty, representatives and volunteers.

3. GRANT

- 3.1 **Grant.** Subject to the terms and conditions of this Agreement, Stanford grants Company a license in the License Field of Use and Licensed Territory to breed, have bred, use and have used the Biological Material. License does not include the right to grant sublicense(s).
- 3.2 **Nonexclusivity.** The license is nonexclusive in the Licensed Field of Use beginning on Effective Date and expiring fifteen years from Effective Date.
- 3.3 **Retained Rights.** Stanford retains title to all Biological Materials.

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. **ROYALTIES**

5.1 **Issue Royalty.** Company will pay to Stanford a noncreditable, nonrefundable license issue royalty of \$40,000.00 upon signing this Agreement.

5.2 **License Maintenance Fee.** Beginning on the first anniversary date of the agreement and each anniversary date thereafter, Company will pay Stanford a yearly license maintenance fee of \$10,000.00.

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

5.4 **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.

5.5 **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.

6. **EXCLUSIONS AND NEGATION OF WARRANTIES**

6.1 **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.

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

7. INDEMNITY

7.1 **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.

7.2 **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.

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

7.4 **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 \$3,000,000 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.

8. 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.

9. TERMINATION

9.1 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) destroy all Biological Material.

9.2 Termination by Stanford.

- (A) Stanford may also terminate this Agreement if Company:
 - (1) is delinquent on any report or payment;
 - (2) is in breach of any provision; or
 - (3) provides any false report.
- (B) Termination under this Section 9.2 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) destroy all Biological Material.

9.3 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 6, 7, and 8, and any other provision that by its nature is intended to survive.

10. ASSIGNMENT

This agreement may not be assigned.

11. EXPORT

Company and its affiliates and sublicensees shall comply with all United States laws and regulations controlling the export of licensed commodities and technical data. (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 US 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 (15CFR 730-774), the International Traffic in Arms Regulations (22 CFR 120-130) and the various economic sanctions regulations administered by the US Department of the Treasury (31 CFR 500-600).

Among other things, these laws and regulations 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 and sublicensees to comply with all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates or sublicensees, and that it will indemnify, defend and hold Stanford harmless for the consequences of any such violation.

12. 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.

13. 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:

Address

Address

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.

14. MISCELLANEOUS

- 14.1 **Waiver.** No term of this Agreement can be waived except by the written consent of the party waiving compliance.
- 14.2 **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.
- 14.3 **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.
- 14.4 **Headings.** No headings in this Agreement affect its interpretation.
- 14.5 **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: _____