

Instructions for Completing Transgenic Mouse Ready-To-Sign Agreement

1. Decide which mouse strain(s) your company would like to license from the list below (descriptions are available through the technology search on the OTL web site – <http://otl.stanford.edu>).
2. Please insert the following information into the agreement:
 - Opening paragraph: today's date, your company's name, state of incorporation and primary address.
 - Sections 1.1, 1.5 and 2.1: the appropriate information for each mouse strain you would like to license according to the table below.
 - Section 2.4: your company's name.
 - Section 11.3: the appropriate contact information for Notices for your company.
3. As indicated in the far right column of the below table, HHMI may have rights to the mice (Section 4.2).
4. Have the appropriate officer of the company sign duplicate copies of the agreement.
5. Return two signed copies of the agreement with a check for the license issue royalty due under section 5.1 to:

Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106
Attention: Director
6. OTL will sign both agreements, keep one for OTL's records and return the other original to the address and contact noted on the agreement. At the same time, OTL will generate an invoice for the upfront fee. Once the payment of the upfront fee is received by OTL, the mice strains that you have elected to license will be made available.
7. If you have any questions about completing the agreement, please contact (650) 723-0651. The favorable licensing royalties included in this Ready-To-Sign agreement apply only if no negotiation is required. If you would like to discuss changes to the Ready-To-Sign agreement there will be an increase in licensing royalties of \$3,000 upfront for each mouse strain included in the license agreement.

Mouse Strain (¶ 1.1)	Inventor (¶ 1.1)	Docket Number (¶ 1.1)	Sponsor (¶ 1.5)	Description (¶ 2.1)	HHMI Rights? (¶ 4.2)
“Mouse Model for Phosphodiesterase Deficiency (PDE4D)”	Dr. Marco Conti	S98-097	National Institutes of Health	Transgenic mice with a null PDE4D gene	No
“Mouse Model for Phosphodiesterase (PDE4B) Deficiency”	Dr. Marco Conti	S99-179	National Institutes of Health	Transgenic mice with a null PDE4B gene	No
“Mouse Model for Phosphodiesterase (PDE4A) Deficiency”	Dr. Marco Conti	S05-018	National Institutes of Health	Transgenic mice with a null PDE4A gene	No
“Alpha 2a Adrenergic Receptor Gene Disruption Mouse (A2aARGDM)”	Dr. Brian Kobilka	S97-236	National Institutes of Health	Transgenic mice with a null alpha 2a adrenergic receptor gene	Yes
“Alpha 2b Adrenergic Receptor Gene Disruption Mouse (A2bARGDM)”	Dr. Brian Kobilka	S97-237	National Institutes of Health	Transgenic mice with a null alpha 2b adrenergic receptor gene	Yes
“Alpha 2c Adrenergic Receptor Gene Disruption Mouse (A2cARGDM)”	Dr. Brian Kobilka	S97-238	National Institutes of Health	Transgenic mice with a null alpha 2c adrenergic receptor gene	Yes
“Beta 1 Adrenergic Receptor Gene Disruption Mice (Beta1 ARGDM)”	Dr. Brian Kobilka	S98-083	None	Transgenic mice with a null beta1 adrenergic receptor gene	Yes
“Beta 2 Adrenergic Receptor Gene Disruption Mice (Beta2 ARGDM)”	Dr. Brian Kobilka	S98-084	None	Transgenic mice with a null beta2 adrenergic receptor gene	Yes
“Beta 1/Beta 2 Adrenergic Receptor Gene Disruption Mice (Beta1/2 ARGDM)”	Dr. Brian Kobilka	S98-085	None	Transgenic mice with null beta1 and beta2 adrenergic receptor genes	Yes
“Mouse Model for Progressive Myoclonus Epilepsy (EPM1)”	Dr. Matthew Scott	S98-194	None	Mice lacking the cystatin B gene	Yes
“Mouse Model for Hypertension and for Drug Screening of Antihypertensive Drugs”	Dr. Richard Aldrich	S00-021	None	Trangenic Mice with a null calcium-activated potassium channel beat1 subunit gene	Yes

LICENSE AGREEMENT

Effective as of _____ (“Effective Date”), THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, an institution of higher education having powers under the laws of the State of California (“STANFORD”), and _____, a _____ corporation, having a principal place of business at _____ (“LICENSEE”), agree as follows:

1. BACKGROUND

1.1 STANFORD has certain rights to biological material known as:

(“Biological Material”) developed in the laboratory(ies) of:

_____ and described in Stanford Docket(s):
_____.

1.2 The Biological Material may have been developed by or in the laboratory of certain STANFORD faculty members who are employees of the Howard Hughes Medical Institute (“HHMI”).

1.3 STANFORD desires to have the Biological Material utilized at the earliest possible time in order that products resulting therefrom may be available for public use and benefit.

1.4 LICENSEE wishes to acquire a license to said Biological Material to use in the Licensed Field of Use.

1.5 Biological Material was developed in the course of research supported by

_____.

2. DEFINITIONS

2. “Biological Material” means:

_____, described in Section 1.1 and provided to LICENSEE pursuant to this Agreement.

2.2 “Licensed Field of Use” means any use of the 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 use for whatever purpose.

2.3 “Licensed Territory” means worldwide.

- 2.4 “LICENSEE” means _____ and also includes its Affiliates. An “Affiliate” means any person, corporation, or other business entity which controls, is controlled by, or is under common control with LICENSEE; and for this purpose, “control” of a corporation means the direct or indirect ownership of more than fifty percent (50%) of its voting stock, and “control” of any other business entity means the direct or indirect ownership of greater than a fifty percent (50%) interest in the income of such entity.

3. GRANT

- 3.1 STANFORD hereby grants, and LICENSEE accepts, a nonexclusive license in the Licensed Field of Use and Licensed Territory to breed and use Biological Material. Said license does not include the right to grant sublicense(s). LICENSEE acknowledges that STANFORD has granted to HHMI a royalty-free, non-exclusive, non-transferable license with respect to the Biological Materials.
- 3.2 The term of said license shall commence as of the Effective Date of this Agreement and shall expire fifteen (15) years from Effective Date, unless sooner terminated according to Section 9 hereunder.
- 3.3 STANFORD retains title to all Biological Material.

4. SPONSOR RIGHTS

- 4.1 This Agreement is subject to all of the terms and conditions of Title 35 United States Code Sections 200 through 204, and LICENSEE agrees to take all reasonable action necessary on its part as licensee to enable STANFORD to satisfy its obligation thereunder, relating to Biological Material.
- 4.2 The rights granted to HHMI in Sections 3.1, 7.1, 7.4, 8, 11.1, and 11.7 are only applicable if one or more of the STANFORD faculty members listed in Section 1.1 is an HHMI investigator. If none of the STANFORD faculty members listed in Section 1.1 of this Agreement is an HHMI investigator, then HHMI has no rights under this Agreement.

5. ROYALTIES

- 5.1 LICENSEE agrees to pay to STANFORD a noncreditable, nonrefundable license issue royalty of \$25,000 for each Stanford Docket listed in Section 1.1. (For example: if there is one docket listed, the license issue royalty is \$25,000; if there are three dockets listed, the license issue royalty is \$75,000.) Upon receipt of payment, STANFORD shall send Biological Material to LICENSEE. LICENSEE shall not transfer Biological Material to any third party without prior written consent from STANFORD.
- 5.2 LICENSEE shall pay license maintenance royalties of \$10,000 for each Stanford Docket listed in Section 1.1 on the first anniversary of the Effective Date, and every anniversary of the Effective Date thereafter until the license expires under Section

3.2. (For example: if there are three dockets listed in Section 1.1 and the Effective Date is January 1, 2001, then LICENSEE shall pay license maintenance royalties of \$30,000 on January 1, 2002 and every January 1 thereafter through January 1, 2016.) Said payments are nonrefundable.

5.3 All payments to STANFORD shall be in U.S. Dollars, net of any non-U.S. taxes.

6. NEGATION OF WARRANTIES

6.1 Nothing in this Agreement shall be construed as:

- (a) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and trademarks of third parties;
- (b) Conferring rights to use in advertising, publicity, or otherwise any trademark or the name of "STANFORD"; or
- (c) Granting by implication, estoppel, or otherwise any licenses or rights under patents of STANFORD.

6.2 Except as expressly set forth in this Agreement, STANFORD MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

6.3 LICENSEE agrees that nothing in this Agreement grants LICENSEE any express or implied license or right under or to any of the following U.S. Patents, which are assigned to the University of Utah:

- (a) US patent 5,464,764 "Positive-negative selection methods and vectors";
- (b) US patent 5,487,992 "Cells and non-human organisms containing predetermined genomic modifications and positive-negative selection methods and vectors for making same";
- (c) US patent 5,627,059 "Cells and non-human organisms containing predetermined genomic modifications and positive-negative selection methods and vectors for making same"; or
- (d) US patent 5,631,153 "Cells and non-human organisms containing predetermined genomic modifications and positive-negative selection methods and vectors for making same".

7. INDEMNITY

7.1 LICENSEE agrees to indemnify, hold harmless, and defend STANFORD, Stanford Hospitals and Clinics, and HHMI and their respective trustees, officers, employees, students, and agents against any and all claims for death, illness, personal injury,

property damage, and improper business practices arising out of (a) any breach or alleged breach of the Agreement by LICENSEE or (b) any manufacture, use, sale or other disposition of the Biological Materials, or progeny, part or derivatives thereof, by LICENSEE or its customers.

- 7.2 Without limiting Section 7.1, STANFORD shall not be liable for any indirect, special, consequential, or other damages whatsoever, whether grounded in tort (including negligence), strict liability, contract, or otherwise. STANFORD shall not have any responsibilities or liabilities whatsoever with respect to Biological Materials.
- 7.3 LICENSEE shall at all times comply, through insurance or self-insurance, with all statutory workers' compensation and employers' liability requirements covering any and all employees with respect to activities performed under this Agreement.
- 7.4 In addition to the foregoing, LICENSEE shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance, including Products Liability Insurance, with reputable and financially secure insurance carrier(s) to cover the activities of LICENSEE. Such insurance shall expressly include STANFORD, Stanford Hospitals and Clinics, HHMI, their respective trustees, directors, officers, employees, students, and agents as additional insureds. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. At STANFORD's request, LICENSEE shall furnish a Certificate of Insurance evidencing primary coverage and requiring thirty (30) days prior written notice of cancellation or material change to STANFORD. LICENSEE shall advise STANFORD, in writing, that it maintains excess liability coverage over primary insurance for at least the minimum limits set forth above. All such insurance of LICENSEE shall be primary coverage; insurance of STANFORD, HHMI or Stanford Hospitals and Clinics shall be excess and noncontributory.
- 7.5 If LICENSEE's assets are greater than One Billion Dollars (\$1,000,000,000), LICENSEE is not required to maintain the insurance under Section 7.4.

8. NAMES AND MARKS

LICENSEE and STANFORD agree not to identify one another or HHMI in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any STANFORD, LICENSEE, or HHMI trustee, officer, faculty member, employee, or student or any trademark, service mark, trade name, or symbol of the other party, or that is associated with either of them, including Stanford Hospitals and Clinics, without prior written consent of the other party or HHMI as the case may be.

9. TERMINATION

- 9.1 LICENSEE may terminate this Agreement by giving STANFORD notice in writing at least ninety (90) days in advance of the effective date of termination provided

that LICENSEE shall thereupon cease use of Biological Material.

9.2 STANFORD may terminate this Agreement if LICENSEE is in breach of any provision hereof; and LICENSEE fails to remedy any such breach within thirty (30) days after written notice thereof by STANFORD.

9.3 Surviving any termination are:

- (a) Any cause of action or claim of LICENSEE or STANFORD, accrued or to accrue, because of any breach by the other party;
- (b) Payment of accrued royalties; and
- (c) The provisions of Sections 6, 7, 8 and 11.7.

9.4 Concurrent with notice of termination by either LICENSEE or STANFORD, LICENSEE shall destroy all Biological Material in its possession, and shall provide written evidence of said destruction.

10. ASSIGNMENT

This Agreement may not be assigned.

11. NOTICES

All notices under this Agreement shall be deemed to have been fully given when done in writing and addressed as follows:

All general notices to LICENSEE should be sent to:

All financial invoices to LICENSEE (i.e., accounting contact) should be e-mailed to:

All general notices to STANFORD should be e-mailed or mailed to:

Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106
info@otlmail.stanford.edu

All payments to STANFORD should be 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 upon written notice to the other party.

12. MISCELLANEOUS

- 12.1 Arbitration - If a controversy should arise out of this Agreement, or the breach thereof, the individuals executing this Agreement on behalf of each party, or their respective successors or designees (hereinafter referred to as “the parties”) will provide written notice of the existence and nature of the dispute to each other and will attempt in good faith to resolve the dispute informally through discussion, the exchange of documents, or meetings. If the parties are unable to resolve the dispute informally within thirty (30) days after the date of the initial written notice to a party informing the party of a dispute, the parties may agree in writing to submit the dispute to arbitration in accordance with the Licensing Agreement Arbitration Rules of the American Arbitration Association. If the parties are unable to resolve the dispute informally within thirty (30) days after the date of the initial written notice of the dispute, either party may elect not to arbitrate the dispute and to file instead a civil action in a court of competent jurisdiction. This Section 11.1 shall not apply to any controversy or claim pertaining to HHMI’s rights under Section 7.1.
- 12.2 Termination Report - LICENSEE also agrees to make a written report to STANFORD within ninety (90) days after the date of termination of this Agreement, stating in such report the number and description of all Biological Materials made or otherwise disposed of which were not previously reported to STANFORD.
- 12.3 None of the terms of this Agreement can be waived except by the written consent of the party waiving compliance.
- 12.4 This Agreement shall be governed by the laws of the State of California applicable to agreements negotiated, executed, and performed wholly within California.
- 12.5 HHMI is not a party to this Agreement and has no liability to LICENSEE or user of any Biological Material covered by this Agreement, but HHMI is an intended third party beneficiary of this Agreement and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name.
- 12.6 If the license is for a mouse model for Phosphodiesterase Deficiency (i.e. Stanford Dockets S98-097, S99-179, and S05-018), LICENSEE agrees that any scientific

journal articles written by its employees which contain data obtained from the use of the Biological Materials will include an acknowledgment that S.-L. C. Jin provided the PDE4 null mice.

- 12.7 LICENSEE agrees to pay for all shipping and handling costs associated with delivering the mice to the LICENSEE.
- 12.8 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.

IN WITNESS WHEREOF, the parties hereto have executed 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: _____

LICENSEE

Signature: _____

Name: _____

Title: _____

Date: _____