

RESEARCH LICENSE

Between

Midwest Research Institute

And

[COMPANY or UNIVERSITY NAME]

This License Agreement (hereinafter “Agreement”), which shall be effective on the date it is executed by the last Party to sign (the “Effective Date”), is between Midwest Research Institute (hereinafter "MRI"), Management and Operating Contractor for the National Renewable Energy Laboratory (hereinafter “NREL”) located at 1617 Cole Blvd., Golden, Colorado 80401 and [COMPANY or UNIVERSITY NAME], (hereinafter "Research Licensee"), a [FOR-PROFIT or NON-PROFIT] entity organized and existing under the laws of the State of [NAME of STATE] and having a principal place of business at [ADDRESS], hereinafter referred to individually as “Party” and jointly as “Parties”.

BACKGROUND:

MRI manages and operates NREL under authority of its Prime Contract No. DE-AC36-99GO10337 (hereinafter "Prime Contract") with the United States Government as represented by the Department of Energy (hereinafter "DOE");

Licensed Intellectual Property identified in Exhibit A and defined in Section 1.1. (hereinafter called the "Licensed Intellectual Property"), was conceived or first reduced to practice in the performance of work at NREL under the Prime Contract. Pursuant to the terms of said Prime Contract and existing laws of the United States, MRI acquired rights in and to said Licensed Intellectual Property;

Research Licensee desires to acquire and use the Licensed Intellectual Property to perform Research, as defined below in Section 1.2., in order to evaluate the technical options and the efficacy of using the Licensed Intellectual Property for [PURPOSE]; and

The Parties desire to enter into a relationship whereby: (i) MRI will furnish the Research Licensee with the Licensed Intellectual Property to conduct Research; and (ii) Research Licensee will use the Licensed Intellectual Property for Research, as defined below, evaluate the results, provide MRI with a technical report(s) concerning the experiments and results from the Research performed, and either return, destroy, or store the Licensed Intellectual Property as mutually agreed to by the Parties.

TERMS & CONDITIONS:

THEREFORE, in consideration of the foregoing premises, covenants and agreements contained herein, the Parties agree to be bound as follows:

1. Definitions.

- 1.1. “Licensed Intellectual Property” means MRI’s United States patent applications, Biological Materials, as defined below in Section 1.8., and Tangible Research Products, as defined below in Section 1.9. The Licensed Intellectual Property is listed in Exhibit A, Licensed Intellectual Property, which is hereby incorporated into this Agreement by reference.
- 1.2. “Research” means experimental or laboratory activities or work conducted to scientifically evaluate and gain knowledge about the Licensed Intellectual Property and its possible applications for further research or practical utilization. Research does not include the right to sell or transfer the Licensed Intellectual Property to a third party for any purpose without the prior written permission of MRI.
- 1.3. "Proprietary Information" means: Technical Information as defined below in Section 1.4. which is privileged or confidential under the United States Freedom of Information Act [5 U.S.C. §552(b)(4)], and have been developed at private expense, and are marked as “Proprietary” before being furnished to MRI by the Research Licensee. Proprietary Information does not include information which (i) is generally known or available from third parties or DOE without obligation of confidentiality; (ii) has been made available by Research Licensee to others without obligations concerning its confidentiality; and (iii) is already available to MRI or DOE without obligation concerning its confidentiality.
- 1.4. "Technical Information" means all recorded information, regardless of form or the media on which it may be recorded, which is of a scientific or technical nature, such as by way of example and not of limitation: data, written reports, computer software, drawings, photographs, process information, and specifications.
- 1.5. “NREL Protected Information” means Technical Information and/or Tangible Research Products relating to the Licensed Intellectual Property that arose or were first produced under the Prime Contract and protected in accordance with 35 U.S.C. §205.
- 1.6. "DOE" means the U.S. Department of Energy, an agency of the Government.
- 1.7. "Government" means the United States Government, including any agency thereof.
- 1.8. “Biological Materials” means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules (hereinafter “DNA”), ribonucleic acid molecules (hereinafter “RNA”), living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated

biological materials. [Applicable only to Licensed Intellectual Property involving Biological Materials, otherwise delete and RESERVE]

- 1.9. “Tangible Research Products” means tangible material results of research which: (i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility; (ii) are not materials generally commercially available; and (iii) were made under the Prime Contract by MRI employees or through the use of NREL facilities.
- 1.10. “Progeny” means any unmodified descendant from the Licensed Intellectual Property such as: cell from cell, virus from virus, organism from organism, cell lines, or DNA cloned materials. [Applicable only to Licensed Intellectual Property involving Biological Materials, otherwise delete and RESERVE]
- 1.11. “Unmodified Derivatives” means substances created by the Research Licensee that constitute an unmodified functional sub-unit or product encoded or expressed by the Licensed Intellectual Property. (Applicable only to Licensed Intellectual Property involving Biological Materials, otherwise delete and RESERVE)
- 1.12. “Modifications” means any Biological Material and/or substance(s) generated by the Research Licensee which comprises, embodies, or is used or made with the Licensed Intellectual Property and/or the NREL Protected Information during the term of this Agreement. (Applicable only to Licensed Intellectual Property involving Biological Materials, otherwise delete and RESERVE)

2. Grants.

- 2.1. MRI hereby grants to Research Licensee for the term of this Agreement and solely in the Field of Use and the Licensed Territory identified in Exhibit B, a nonexclusive, paid-up license to make and use the Licensed Intellectual Property identified in Exhibit A solely for the purpose of conducting Research. Such grant includes the right to produce Modifications utilizing the Licensed Intellectual Property and NREL Protected Information.
- 2.2. The right and license granted in Section 2.1. above is subject to the following Government rights: (i) the Government has a paid-up, royalty-free, worldwide, nontransferable, irrevocable license to practice or have practiced by or on behalf of the Government the Licensed Intellectual Property, and (ii) DOE’s march-in rights as required by the Prime Contract and further defined in 35 U.S.C. §203.
- 2.3. The rights granted herein are personal and limited solely to the Research Licensee. The Research Licensee shall not assign this Agreement to any third party.
- 2.4. In the event that the Research Licensee utilizes the Licensed Intellectual Property to perform Research under an agency of the Government, or under a contract directly funded by an agency of the Government (hereinafter collectively referred to as the

“Government Contact”), the Research Licensee agrees to solely utilize the Licensed Intellectual Property in such Government Contract with terms and provisions that expressly state: (i) MRI is the owner of the Licensed Intellectual Property subject to certain reserved rights of the Government, and the Licensed Intellectual Property is a subject invention under, or pursuant to, MRI’s Government Contract; (ii) the Licensed Intellectual Property does not comprise contract data or technical data equivalent to contract data; and (iii) any prospective commercial utilization or practice of the Licensed Intellectual Property by a non-Federal party to the Government Contract shall require such non-federal party to obtain from MRI a commercial license in advance of such commercial utilization.

3. Ownership.

As applicable, MRI shall own the following: (i) the Licensed Intellectual Property; and (ii) the Licensed Intellectual Property contained in Modifications or incorporated in any process, product, device, or technology generated by the Research Licensee. The Research Licensee shall own the following: (i) biological materials not expressly claimed in the Licensed Intellectual Property; and (ii) Modifications, except for the Licensed Intellectual Property, created by the use of the Licensed Intellectual Property that is not Progeny or Unmodified Derivatives. Research Licensee shall grant to MRI a non-exclusive, paid-up license solely for the purpose of conducting Research on substances created using the Licensed Intellectual Property and/or NREL Protected Information that are not Progeny, Unmodified Derivatives or Modifications.

4. Commercial Use License.

If the Research Licensee desires to sell or transfer the Licensed Intellectual Property for any purpose, the Research Licensee may request in writing, to negotiate in good faith with MRI to acquire such rights. It is understood by the Research Licensee that MRI shall have no obligation to grant a commercial license to the Research Licensee, and MRI may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Licensed Intellectual Property to a third party, subject to any pre-existing right held by others and obligations to the Government under the Prime Contract.

5. Confidentiality and Pre-publication Review.

5.1. The Research Licensee agrees not to disclose, use, or to transfer any Licensed Intellectual Property or NREL Protected Information to third parties or to publish any information related thereto without the prior written consent of MRI and to safeguard NREL Protected Information against disclosure and transmission to others to the same degree of care as it exercises with its own protected or confidential information of a similar nature. However, the obligations of confidentiality do not extend to any information which: (i) is generally known or available from other sources without obligation concerning its confidentiality; (ii) has been made available by MRI to others without obligation concerning its confidentiality; (iii) is already available to the Research Licensee without obligation concerning its confidentiality; or (iv) is required to be disclosed by law or court order. The Research Licensee shall not provide any materials or samples of the Licensed

Intellectual Property transferred under this Agreement to any third party without the prior written consent of MRI.

- 5.2. During the term of this Agreement, the Research Licensee may share Proprietary Information with MRI. It is therefore agreed that any such Proprietary Information received by MRI from the Research Licensee, and clearly designated in writing as “PROPRIETARY” at the time of transfer, or if disclosed orally or visually, and then summarized and confirmed in writing as Proprietary Information within thirty (30) days of such oral or visual disclosure, shall be held in confidence by MRI, and shall not be used by MRI for purposes other than those contemplated by this Agreement. Any failure by the Research Licensee to identify orally or visually disclosed information in writing as “PROPRIETARY” shall relieve MRI of its obligations under this Agreement regarding orally or visually disclosed information that Research Licensee considered “PROPRIETARY”. MRI shall use all reasonable measures to prevent disclosure of the Research Licensee’s Proprietary Information, except to their own personnel who have a need to know and to Government employees who are subject to the statutory provisions against disclosure of proprietary information set forth in the 18 U.S.C. §1905. MRI’s obligations of confidentiality under this Agreement shall be limited to a period of two (2) years from receipt of such Proprietary Information.
- 5.3. Prior to the publication of any information relating to MRI Licensed Intellectual Property or NREL Protected Information or Research Licensee’s Proprietary information, the publishing Party shall seek to secure, in writing, prepublication approval from the other Party. Such approval shall not be unreasonably withheld and such determination will be provided to the publishing Party within sixty (60) days after receipt of such written request.

6. Technical Reports.

- 6.1. The Research Licensee shall submit to MRI within thirty (30) days after the end of each twelve month period of the term of this Agreement, and within thirty (30) days after the termination of this Agreement, a written technical status report including therein a narrative summary of all Research performed. The technical status report shall include and precisely state: (i) the objectives and goals of the Research Licensee; and (ii) all relevant information including Technical Information stating the results of testing and analyses conducted, and technical and performance results achieved by the Research Licensee under this Agreement. The technical status report shall summarize the significant findings, conclusions drawn, and recommendations resulting from the Research.
- 6.2. Research Licensee shall also provide a written description of any invention, improvement, or patentable discovery that arose or was created through the use of the Licensed Intellectual Property or NREL Protected Information and is conceived or reduced to practice by the Research Licensee during the term of this Agreement. Such written description of any invention shall be clearly marked “Proprietary Information” by the Research Licensee as is appropriate.

7. Technical Assistance.

MRI agrees, upon the written request of the Research Licensee, to seek the necessary DOE approvals for NREL staff to provide cost reimbursable technical assistance at NREL's facilities or at other testing facilities under separate and appropriate agreements, based on the availability of the NREL facility and staff for the private use thereof by the Research Licensee. Research Licensee shall pay for the actual cost of such technical assistance by NREL.

8. Infringement by Third Parties.

The Parties shall promptly give written notice to each other of any actual or potential infringement of the Licensed Intellectual Property. MRI does not represent that it will commence legal actions against third parties infringing the Licensed Intellectual Property.

9. Representations and Warranties.

- 9.1. MRI represents and warrants that MRI can grant the rights, licenses, and privileges granted by this Agreement.
- 9.2. MRI represents and warrants that MRI has no actual knowledge of any infringement claims filed against MRI for practicing the Licensed Intellectual Property anywhere in the world.
- 9.3. Except as set forth in this Section 6, MRI makes **NO OTHER REPRESENTATIONS OR WARRANTIES**, express or implied, with regard to infringement of any Licensed Intellectual Property.
- 9.4. Research Licensee represents and warrants that it shall not export any technical information (or the direct product thereof) furnished to Research Licensee, either directly or indirectly by MRI in the grant of a license to the Licensed Intellectual Property, from the United States of America, directly or indirectly without first complying with all requirements of the Export Administration Regulations, including the requirement for obtaining any export license, as applicable.
- 9.5. Research Licensee agrees (to the extent permitted by State Law if Research Licensee is a University) to indemnify, defend and hold harmless MRI, DOE and the Government, its officers, agents and employees from all liability involving the violation of any export regulations, either directly or indirectly.
- 9.6. Research Licensee acknowledges it may be subject to criminal liability under U.S. laws for Research Licensee's failure to obtain any required export licenses.

10. Limitations of Warranties and Indemnification.

- 10.1. Except to the extent required by law, neither NREL, MRI, DOE, the Government, nor persons acting on their behalf will be liable to the Research Licensee for any loss, claim or demand, including attorney's fees, made by the Research Licensee, or made against the Research Licensee which may arise from injury to or death of persons, or damage to or destruction of property due to or arising from the use of the Licensed Intellectual Property in whatever form furnished hereunder, and the Research Licensee assumes all liability for such loss, claim, or demand, including attorney's fees.
- 10.2. **ANY LICENSED INTELLECTUAL PROPERTY, TECHNICAL INFORMATION, AND/OR NREL PROTECTED INFORMATION (FOR PURPOSES OF THIS PARAGRAPH 10.2 AND THE FOLLOWING PARAGRAPH 10.3, HEREINAFTER COLLECTIVELY REFERRED TO AS "MRI MATERIALS") DELIVERED PURSUANT TO THIS AGREEMENT MAY HAVE HAZARDOUS PROPERTIES. NEITHER NREL, MRI, DOE, OR THE GOVERNMENT, NOR PERSONS ACTING ON THEIR BEHALF MAKE ANY WARRANTY, EXPRESS OR IMPLIED: (i) WITH RESPECT TO THE MERCHANTABILITY, ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY MRI MATERIALS FURNISHED HEREUNDER; (ii) THAT THE USE OF ANY SUCH MRI MATERIALS MAY NOT INFRINGE PRIVATELY OWNED RIGHTS; (iii) THAT THE MRI MATERIALS FURNISHED HEREUNDER WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE; OR (iv) THAT THE MRI MATERIALS FURNISHED HEREUNDER WILL ACCOMPLISH THE INTENDED RESULTS OR ARE SAFE OR FIT FOR ANY PURPOSE, INCLUDING THE INTENDED OR PARTICULAR PURPOSE.**
- 10.3. **FURTHERMORE, NREL, MRI, DOE, AND THE GOVERNMENT HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MRI MATERIALS MADE OR USED BY THE RESEARCH LICENSEE. NEITHER NREL, MRI, DOE, NOR THE GOVERNMENT SHALL BE LIABLE FOR LOST PROFITS, LOST SAVINGS, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES IN ANY EVENT, EVEN IF NREL, MRI, DOE, AND/OR THE GOVERNMENT IS MADE AWARE OF THE POSSIBILITY THEREOF.**
- 10.4. Except for any liability resulting from a negligent act or omission of the DOE, the Government, NREL or MRI, Research Licensee shall, (to the extent permitted by the Research Licensee's State law if Research Licensee is a University), indemnify and hold harmless DOE, the Government, NREL and MRI, and their officers, employees, and agents, for all damages, costs, and expenses, including attorneys' fees, arising from the death, personal injury or property damage to third parties occurring as a result of the utilization of the Licensed Intellectual Property, Technical Information and NREL Protected Information by Research Licensee and its officers, employees, and agents. The indemnity set forth in this Section 10.4. shall apply only if Research Licensee shall have been informed as soon as practical by MRI of its knowledge of an action alleging such

claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the MRI shall have provided reasonably available information and reasonable assistance requested by Research Licensee. No settlement for which Research Licensee shall be responsible shall be made without Research Licensee's consent unless required by final decree of a court of competent jurisdiction.

11. Public Safety and Health.

The Research Licensee agrees to use the Licensed Intellectual Property and/or NREL Protected Information furnished to it by MRI in compliance with all applicable governmental statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines as applicable, such as for example, those relating to research involving the use of animals or recombinant DNA.

12. Term of Agreement.

- 12.1. The term of this Agreement shall be [NUMBER] months from the Effective Date of this Agreement subject to early termination as set forth herein below unless terminated earlier, as set forth in Section 11.B. or extended by mutual, written agreement of the Parties.
- 12.2. This Agreement shall be terminated immediately upon MRI and the Research Licensee reaching mutual agreement to so terminate this Agreement. Such agreement to terminate shall be in writing and signed by both Parties.
- 12.3. This Agreement may be immediately terminated by MRI should the Research Licensee use the Licensed Intellectual Property for any purpose other than the Research purpose defined in Section 1.2. or for any purpose other than that stated in the Field of Use.
- 12.4. This Agreement may be immediately terminated by MRI should the Research Licensee fail to meet the reporting requirements as set forth in Section 6.
- 12.5. Either Research Licensee or MRI may terminate this Agreement for no cause upon a sixty (60) day written notice made to the other Party.
- 12.6. This Agreement shall terminate automatically upon the extinguishment, for any reason, of all of the Licensed Intellectual Property.
- 12.7. This Agreement shall automatically terminate, without requirement of notice, upon any attempt by the Research Licensee to transfer its interest in whole, or in part, in this Agreement to any other party or entity, except as otherwise permitted herein.

13. Survivability.

Those provisions of this Agreement which by their terms are intended to survive termination of this Agreement include, but are not limited to: Sections 2, 3., 5., 6., 9., 10., 13., 14., and 15.

14. Rights of Parties after Termination.

- 14.1. Termination under Section 11 above shall terminate this Agreement and all grants made by MRI to the Research Licensee.
- 14.2. From and after any termination of this Agreement, the Research Licensee shall immediately discontinue its use of the Licensed Intellectual Property and NREL Protected Information and destroy all of the Licensed Intellectual Property and NREL Protected Information including all copies and partial copies thereof. Research Licensee shall certify in writing to MRI within thirty (30) days of the termination of this Agreement that all of the Licensed Intellectual Property and NREL Protected Information have been destroyed and submit to MRI any outstanding report(s) as applicable to Licensed Intellectual Property involving Biological Materials.
- 14.3. The rights and remedies granted herein, and any other rights or remedies, which the Parties may have, either at law or in equity, are cumulative and not exclusive of others. On any termination, the Research Licensee shall duly account to MRI and transfer to it all remaining rights to which MRI may be entitled under this Agreement.

15. General Provisions.

- 15.1. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
- 15.2. This Agreement constitutes the entire agreement between the Parties relating to the subject matter addressed herein, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by and completely expressed by this Agreement.
- 15.3. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- 15.4. Research Licensee acknowledges and agrees that MRI may transfer or assign this Agreement and all rights, duties and obligations hereunder, to DOE or a successor contractor of NREL as may be required under its Prime Contract with DOE.

- 15.5. If either Party desires to amend this Agreement, the Parties shall, upon reasonable written notice of the proposed amendment by the Party desiring the change, confer in good faith to determine the desirability of such amendment. No amendment will be effective until the signatories to this Agreement or their designees sign a written amendment.
- 15.6. All contractual notices or reports required or permitted by this Agreement shall be in writing and either: (i) served personally on the other Party; (ii) sent by express, registered or certified first-class mail, postage prepaid, addressed to the other Party at its address as indicated below, or to such other address as the addressee shall have previously furnished to the other Party by proper notice; (iii) delivered by commercial courier to the other Party; or (iv) sent by facsimile to the other Party at its facsimile number indicated below or to such other facsimile number as the Party shall have previously furnished to the other Party by proper notice, with machine confirmation of transmission.

If to MRI:
 National Renewable Energy Laboratory
 Attn: Office of Technology Transfer
 1617 Cole Boulevard, MS 1635
 Golden, CO 80401, U.S.A.
 Facsimile No.: (303) 275-3040
 Telephone No.: (303) 275-4269
 E-mail Contact: **viktoriya_esayev@nrel.gov**

If to Research Licensee:

 Attn: _____

Technical Contact:

Facsimile No.: _____
 Telephone No.: _____
 Email Contact: _____

- 15.7. By entering into this Agreement, NREL, DOE, MRI, and the Government do not directly or indirectly endorse any products or services, if any, provided by Research Licensee, and Research Licensee shall not state or imply that this Agreement is an endorsement by the Government, NREL, DOE, MRI or their employees. Additionally, Research Licensee shall not use the names of the Government, the DOE, MRI, NREL, or their employees in any advertising, promotional or sales literature, or any other medium without the prior written consent of MRI and DOE, respectively.
- 15.8. This Agreement, and the rights and liabilities of the Parties with respect to this Agreement and its subject matter, (to the extent permitted by the Research Licensee’s State law if

Research Licensee is a University), shall be governed by the laws of the State of Colorado, without reference to the principles of conflicts of laws thereof. Any dispute arising out of or relating to this Agreement or its subject matter not settled by the Parties may be resolved only by the courts of the State of Colorado, or if subject matter jurisdiction exists, by the United States federal courts, with venue in the County of Denver (in the case of state court) or in the U.S. District Court for the District of Colorado (in the case of federal court). Each of the Parties hereby consents to the jurisdiction of such courts over it in any action involving any such dispute. Each of the Parties agree not to commence or maintain a legal proceeding involving any such dispute in any forum except a court of the State of Colorado located in Denver County or the United States District Court for the District of Colorado (other than to enforce a judgment obtained in such courts) and agrees not to contest the venue of any action involving any such dispute in the County of Denver or the District of Colorado, as the case may be, nor to assert in any such court the doctrine of forum non conveniens, or the like.

- 15.9. No failure or omission by either Party in the performance of this Agreement shall be deemed a breach hereof or create any liability if the same shall arise from any cause or causes beyond the control of the affected Party.
- 15.10. Under the terms of this Agreement, MRI and the Research Licensee are independent contractors. Neither Party is an employee, agent, partner, or representative of the other Party. Nothing contained herein shall be deemed to create a joint venture relationship between the Parties. Each Party specifically acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of the other Party.
- 15.11. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the Parties, provided that each Party executes at least one such duplicate or duplicate signature page. The Parties stipulate that a photo static copy of an executed original will be admissible in evidence for all purposes in any proceeding as between the Parties.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their respective names by their duly authorized representatives.

LICENSEE

MRI

PRINTED NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A: LICENSED INTELLECTUAL PROPERTY

NREL ROI No.	Country	Title	Patent/Patent Application No.	Filing/Issue Date

List of Biological Materials or Tangible Research Products provided to Research Licensee:
[As applicable]

Initials

MRI: _____ Licensee: _____

Date: _____ Date: _____

EXHIBIT B: FIELDS OF USE

1. Licensed Territory

The Licensed Territory is the laboratory of [**COMPANY or UNIVERSITY**] located at [**CITY, STATE**].

2. Field of Use

To test and evaluate the use of the Licensed Intellectual Property for the production of Biological Material, as applicable.

Initials

MRI: _____ Licensee: _____

Date: _____ Date: _____