

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 200__ by and between **CASE WESTERN RESERVE UNIVERSITY**, an Ohio non-profit corporation ("Licensor") and _____, a _____ ("Licensee").

RECITALS:

A. Licensor owns and conducts operations in the property located at _____ in Cleveland, Ohio known as the _____ Building (the "Building").

B. Licensee desires to utilize certain laboratory and/or office space within the Building and Licensor is willing to grant Licensee a license to do so, upon the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license (the "License") to enter into and utilize, during normal business hours, (a) Room _____ of the Building consisting of ± ___ square feet (the "Licensed Premises") for laboratory and testing, and for general office use, as applicable, in connection with the scope of work described in Exhibit "A" attached hereto and incorporated by reference herein and for no other purpose; and (b) together with Licensor and its employees and invitees, and other licensees of the Building (the "Other Licensees"), and subject to scheduling by the manager of the Building, the following common areas: [**Insert any common areas that Licensee may use such as conference room, wet lab, computer area.**] The License shall also entitle the Licensee to use, during the term of this Agreement, the furniture currently located in the Licensed Premises, an inventory of which is set forth in Exhibit "B" attached hereto and incorporated by reference herein (the "Furniture").

2. Condition of Licensed Premises. Licensor will deliver the Licensed Premises in its present "as is" condition. Licensee shall make no alterations to the Licensed Premises without the prior written consent of Licensor.

3. Use of Equipment. Licensor may, at its discretion, provide to Licensee certain equipment for Licensee's use in connection with the License. Any such equipment (the "Equipment") provided hereunder is described in Exhibit "C" attached hereto and incorporated by reference herein. Licensee shall be solely responsible for any damage to any of the Equipment caused by Licensee or its employees and/or invitees. Subject to Licensor's approval, Licensee may store and use its own equipment ("Licensee's Equipment") at the Licensed Premises. Licensee shall at all times be solely responsible for Licensee's Equipment, and hereby forever releases Licensor from any and all liability related to any damage to or loss of Licensee's Equipment.

3. Term/Termination. The term of this Agreement shall be [**Insert length of agreement**], commencing on the date hereof and expiring on _____; provided, however,

that either party may terminate this Agreement upon ten (10) days written notice in the event of a breach of this Agreement by the other party, which breach remains uncured for such ten (10) day period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Licensee shall vacate the Licensed Premises and the Building on or before the effective date of the termination of this Agreement, and shall leave the Licensed Premises clean and in good order and condition. Any and all property issued to Licensee or its employees by Licensor (including, without limitation, identification badges and keys to the Licensed Premises) shall be returned to Licensor immediately upon the effective date of the termination of this Agreement.

4. License Fee/Expenses. In exchange for the License, Licensee shall pay to Licensor a fee in the amount of \$ _____ per month, which shall be paid in advance on the first day of each month. Licensee shall reimburse Licensor, upon demand by Licensor, for any and all expenses related to Licensee's exercise of the License, including, but not limited to **[Insert any applicable expenses such as gases used for testing]**.

5. Telephone Usage. Licensor will equip the Licensed Premises, for Licensee's use, with one VoIP phone with a Licensor telephone number exchange (i.e., prefix of 368). Licensee shall pay to Licensor, each month together with the License Fee, an amount equal to the basic monthly phone line usage charge incurred by Licensor in connection with the VoIP phone provided to Licensee hereunder. The parties acknowledge that the current monthly amount of such charge is \$ _____, but is subject to change without notice. Such monthly payment shall cover Licensee's unlimited nationwide calling and data access through Licensor's telecommunications system. Any international calls made by Licensee shall be invoiced separately by Licensor, which invoices Licensee shall pay immediately upon receipt thereof.

6. Parking. The License shall not include parking access for Licensee's employees or invitees. Parking access may be purchased separately from Licensor by Licensee or its employees at market rates.

7. Access by Licensor. Licensor shall have free access to the Licensed Premises at all reasonable times, for the purpose of examining the Licensed Premises or making any alterations, repairs or improvements thereto which Licensor may deem necessary for the preservation of the Licensed Premises; provided, however, Licensor shall exercise reasonable efforts to avoid or minimize any interference with Licensee's business operations.

8. Confidentiality. Licensee acknowledges and agrees that any and all information obtained or received by Licensee regarding Licensor and the Other Licensees including, but not limited to, business strategy, service offerings, plans, projections, intellectual property, trade secrets (as defined under applicable law), and other financial and non-financial information, whether or not such information is marked "confidential" or described as confidential at the time of its disclosure, whether disclosed orally, in writing or by any other means, shall be deemed to be "Confidential Information" for purposes hereof. Licensee shall not disclose the Confidential Information to any third party at any time during the term of this Agreement or thereafter. Licensee understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall be entitled to immediate injunctive and other equitable relief in addition to any other remedy it may have

hereunder or otherwise. Licensee acknowledges that Licensee's information that Licensee may deem to be confidential may be stored in common areas used by Other Licensees. Licensor will use reasonable efforts to prevent such information from being disclosed to Other Licensees; provided, however, that Licensor shall not be liable under any circumstances for the disclosure or misuse of any of Licensee's information to or by any third party.

9. Compliance with Laws, Rules and Policies. Licensee shall comply with all federal, state, and local laws, and shall abide by all rules, regulations and policies related to the Building adopted by Licensor (including, without limitation, rules, regulations and policies related to (a) materials and substances handled, stored or utilized by Licensee in the Building, and (b) use and possession of identification badges, keys and other property that may be issued to Licensee in connection with the License), as the same may be revised from time to time. Licensee shall be required to complete, to Licensor's satisfaction, training offered by Licensor, if any, regarding such rules, regulations and policies.

10. Insurance. Licensee shall, at its own expense, secure and maintain in full force and effect, the following insurance coverage:

- (a) General liability insurance covering Licensee's use of the Licensed Premises, on an occurrence basis, with minimum limits of Three Million Dollars (\$3,000,000) with respect to bodily injury or death to one person, and no less than Three Million Dollars (\$3,000,000) with respect to any one accident, and not less than Three Million Dollars (\$3,000,000) with respect to property damage; and
- (b) Workers' compensation insurance covering all persons employed in connection with any work done on or about the Building.

Such insurance shall be written by companies in recognized financial standing which are authorized to engage in the insurance business in Ohio, and such insurance shall name Licensor as an additional insured. Licensee shall deliver to Licensor promptly after the execution of this Agreement, a certificate of insurance satisfactory to Licensor, evidencing the insurance which is required to be maintained by Licensee pursuant to subparagraphs (a) and (b) above, and Licensee shall, within thirty (30) days prior to the expiration of any such insurance, deliver a certificate of insurance evidencing the renewal of such insurance.

11. Environmental.

- (a) Licensee shall not use, manufacture, release, treat, store, dispose of or generate at, on or about the Building any Hazardous Substances (as hereinafter defined) without the consent of Licensor; and, to the extent that such consent is granted by Licensor, Licensee shall (i) manage and dispose of all Hazardous Substances used, manufactured, released, treated, stored, disposed of or generated at, on or about the Building in accordance with all Environmental Laws (as hereinafter defined) and all other federal, state or local laws, regulations and rules; and (ii) complete, to Licensor's satisfaction, training offered by Licensor, if any, regarding the handling of Hazardous Substances.

- (b) Upon the termination of this Agreement, Licensee shall remove all Hazardous Substances used and/or generated by Licensee and then remaining at, on or about the Building. Licensor shall have the right to inspect the Licensed Space at any time with regard to the management and disposal of Hazardous Substances.
- (c) The term “Hazardous Substance” includes, without limitation, those substances included within the definition of “Hazardous Substances”, “Hazardous Materials”, “Toxic Substances”, “Hazardous Waste”, or “Solid Waste” in any Environmental Law (as hereinafter defined), and oil and petroleum products, asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint and biomedical waste. The term “Environmental Law” includes any federal, state and local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Building.

12. Indemnification. Licensee shall be solely responsible for, and agrees to indemnify, defend and hold harmless Licensor and its Directors, officers, employees, agents, Other Licensees, successors and assigns (the “Indemnified Parties”) from and against, any and all damages, expenses, liabilities, demands, losses, claims, actions, judgments and costs of any kind including, without limitation, reasonable attorneys’ fees (collectively, “Losses”), which any of the Indemnified Parties may incur that are caused by Licensee or its employees or invitees, or arising from or in any manner related to this Agreement or Licensee’s exercise of the Licensee. The foregoing indemnity shall survive the termination of this Agreement.

13. Good Manufacturing Practice. The University’s Animal Care and Use program does not conduct studies subject to the FDA Good Laboratory Practice (GLP) regulations. As a result, nonclinical studies conducted at the University are not GLP studies. Since the University does not incorporate GLP into its standard animal care, results obtained from animal studies at the University cannot be described as GLP compliant and should not be so described in applications to the FDA or in other documents. In addition, the University does not conduct studies subject to the FDA Good Manufacturing Practice (GMP) regulations and results obtained cannot be described as GMP compliant.

14. Notices. Any notice required to be given by either party upon the other shall be in writing and shall be given by hand delivery, registered or certified mail (return receipt requested), or overnight delivery service addressed to Licensor at Room _____ of the Building, Attention: _____; and to Licensee at the Licensed Premises, Attention: _____; or at such other address as may be specified by either party from time to time, in writing, delivered to the other party in accordance with this Paragraph 14.

15. Miscellaneous. This Agreement: (a) contains the entire agreement between the parties relating to the subject matter hereof, and any modification shall be in writing and signed by the parties; (b) may not be assigned by Licensee; (c) shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; and (d) shall be governed by the laws of the State of Ohio, and without regard to conflicts of law principles, jurisdiction and venue for any action or claim arising hereunder shall lie exclusively in the courts of Cuyahoga County, Ohio, and

each party irrevocably consents to the personal and subject matter jurisdiction of said courts, and to service of process. The Recitals to this Agreement are incorporated by reference herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first above written.

_____ **CASE WESTERN RESERVE UNIVERSITY**

By: _____

By: _____

Title: _____

Title: _____

And by: _____

Title: _____

EXHIBIT A
Scope of Work

EXHIBIT B
Furniture

EXHIBIT C
Equipment