

This sample materials license is provided for illustrative purposes only. Any actual agreement may be subject to change.

MATERIAL LICENSE AGREEMENT

President and Fellows of Harvard College, with offices at Richard A. and Susan F. Smith Campus Center, Suite 727E, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 (“Harvard”), agrees to provide [REDACTED], a [REDACTED] corporation located at [REDACTED] (“Company”), with certain material for internal research use subject to the terms and conditions set forth in this Material License Agreement (this “Agreement”). The effective date of this Agreement is [REDACTED] (the “Effective Date”).

1. This Agreement applies to [MATERIAL] [REDACTED] developed by Dr. [REDACTED], a faculty member at Harvard (“Investigator”), and any progeny and unmodified derivatives thereof (collectively, the “Material”). This Agreement also applies to substances created by Company that contain or incorporate the Material (collectively, the “Modifications”).

2. As consideration for the right to use the Material as described in this Agreement, Company shall make a non-refundable payment to Harvard of [REDACTED] US Dollars (\$ [REDACTED].00) upon execution of this Agreement. Payments to Harvard shall be made to:

ATTN: Director of Financial Operations
Harvard University
Office of Technology Development
Richard A. and Susan F. Smith Campus Center, Suite 727E
1350 Massachusetts Avenue
Cambridge, MA 02138
Tax I.D. No. 04-2103580

3. Company may use the Material and Modifications solely for Company’s scientific research and development purposes.

4. The Material is provided to Company for use only in in vitro experiments. THE MATERIAL SHALL NOT BE USED IN HUMANS.

5. The Material and Modifications may be used only by Company employees at Company's facilities. Notwithstanding the foregoing, Company may transfer the Material to a third party who is engaged in a bona fide research and/or development collaboration with Company (“Collaborator”) provided that Collaborator agrees in writing to the following: (i) not to further transfer the Material; (ii) to use the Material solely for conduct of the particular work set forth in the applicable collaboration agreement with Company, and for no other purpose, (iii) to use the Material in accordance with the terms of this Agreement; and (iv) the Collaborator will have no rights or interest to the Material. Except as specifically permitted in this Section 5, the Material and Modifications shall not be transferred to any other person, entity or organization without the advance express written consent of Harvard.

6. The Material is experimental in nature and will be used with prudence and appropriate caution, since not all of its characteristics are known.

7. Company will use the Material and Modifications in compliance with all laws, governmental regulations and guidelines, including any regulations or guidelines pertaining to research with animals that may be applicable to the Material.

8. As between the parties, all rights, title and interest in and to the Material (including any Material contained or incorporated in Modifications) and all intellectual property rights in the Material shall be owned solely and exclusively by Harvard. The transfer of the Material to Company hereunder shall not result in the grant of any rights in the Material other than those specifically set forth in this Agreement.

9. In any publication by Company relating to its research using the Material or Modifications, Investigator and Harvard will be acknowledged as the source of the Material.

10. Company acknowledges and agrees that the Material is being provided "AS IS" with no warranties of any kind, express or implied. HARVARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. HARVARD MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

11. Company shall indemnify, defend and hold harmless Harvard and its current and former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (collectively, the "Indemnitees") from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) (collectively, "Claims") based upon, arising out of or otherwise relating to this Agreement, including without limitation any cause of action relating to product liability. Company shall, at its own expense, provide attorneys reasonably acceptable to Harvard to defend against any actions brought or filed against any Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

12. This Agreement is not assignable by either party without the express written consent of the other.

13. This Agreement will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any dispute

will be resolved by the state courts of the Commonwealth of Massachusetts or the federal courts of the District of Massachusetts, without restricting any right of appeal.

14. The term of this Agreement (the "Term") shall commence on the Effective Date and, unless earlier terminated as provided in this Section 14, shall continue in full force and effect until the date that is [REDACTED] () years after the Effective Date; provided that Company has the right to extend the Term for one (1) year for an additional non-refundable payment of [REDACTED] US Dollars (\$ [REDACTED].00). If Company wishes to exercise its option to extend the Term for one (1) additional year, Company shall notify Harvard in writing that it wishes to exercise its option no later than three (3) months before the date that is [REDACTED] () years after the Effective Date. If Company so exercises its option to extend the Term, such payment shall be payable within thirty (30) days of receipt of a proper invoice by Company. Notwithstanding the foregoing, if Company commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, Harvard may terminate this Agreement immediately upon written notice to Company. Upon termination, Company will immediately cease all use of the Material and Modifications and will, at the request of Harvard, return or destroy all unused Material and Modifications. Sections 9, 10, 11, 13 and 14 will survive termination of this Agreement.

PRESIDENT AND FELLOWS OF
HARVARD COLLEGE

[COMPANY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____