

Sponsored Research Agreement

This Sponsored Research Agreement (the “**Agreement**”), effective as of _____, 20__ (the “**Effective Date**”), is entered into by and between President and Fellows of Harvard College, an educational and charitable corporation existing under the laws and the constitution of the Commonwealth of Massachusetts, on behalf of [Harvard School], acting through its Office of Technology Development, having an office at Richard A. and Susan F. Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 (“**Harvard**”), and [COMPANY NAME], a [JURISDICTION] corporation, having an office at [ADDRESS] (“**Company**”). Harvard and Company each shall be referred to herein as a “**Party**” and together as the “**Parties**.”

WHEREAS, Company wishes to fund a research project to be designed and performed by and under the direction of Dr. _____, a researcher at Harvard;

WHEREAS, Dr. _____ wishes to direct the performance of such research project, in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Company wishes to obtain from Harvard certain rights to inventions that may be developed during the course of research funded by Company hereunder; and

WHEREAS, Harvard wishes that any invention developed during the course of the research funded by Company hereunder shall be developed fully and rapidly in the public interest;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, Harvard and Company agree as follows:

1. Definitions

Whenever used in this Agreement with an initial capital letter, the terms defined in this Article 1, whether used in the singular or the plural, shall have the meanings specified below.

1.1. “Harvard Team” shall mean the Principal Investigator and those faculty members, research fellows, students, technicians, scientists and/or other individuals working on behalf of Harvard under the Principal Investigator’s direction on the Research.

1.2. “Invention” shall mean any patentable invention or discovery that is conceived and reduced to practice solely by members of the Harvard Team in the performance of the Research during the Term.

1.3. “Patent Rights” shall mean any patents and patent applications that claim any Invention, in each case solely to the extent the claims are directed to the subject matter of such Invention.

1.4. “Principal Investigator” shall mean _____, or such other

principal investigator who may replace _____ pursuant to Section 2.2.

1.5. “Research” shall mean the research actually conducted during the Term by the Harvard Team under the terms of this Agreement in accordance with the Research Plan.

1.6. “Research Plan” shall mean the research plan attached hereto as Exhibit A, which sets forth the research to be performed by the Harvard Team under the direction of the Principal Investigator during the Term.

1.7. “Results” shall mean the research findings, outcomes, insights and other information generated by the Harvard Team in the performance of the Research, but excluding Inventions and copyrightable software authored in the performance of the Research.

1.8. “Term” shall have the meaning set forth in Section 9.1.

2. Research

2.1. Performance of Research. Harvard shall use good faith efforts to perform the Research in accordance with the Research Plan; however, Harvard makes no warranties or representations regarding completion of the Research or the achievement of any particular results.

2.2. Principal Investigator. The Research will be directed and supervised by the Principal Investigator, who shall have primary responsibility for the performance of such Research. If the Principal Investigator ceases to supervise the Research for any reason, Harvard will notify Company promptly and may endeavor to find a substitute acceptable to Company. If Harvard declines or is unable to find a substitute acceptable to Company within sixty (60) days after the Principal Investigator ceases to supervise the Research, Company may terminate this Agreement immediately upon written notice to Harvard.

[NTD: Additional Terms regarding transfer of data or materials, and other unique aspects of a research project may be included.]

3. Costs and Expenses.

3.1. Company agrees to pay Harvard the total amount of _____ United States Dollars (\$_____) which shall be payable [as follows:]OR[within thirty (30) days after the Effective Date.] **[NTD: ISRAs with durations longer than six months may have quarterly or semiannual payment schedules. Payments are made in advance of the period during which related costs will be incurred.]**

3.1.1. _____ United States dollars (\$_____), payable upon receipt of an initial invoice from Harvard for such amount. Harvard shall issue the initial invoice

to Company promptly after the Effective Date;

3.1.2. _____ United States dollars (\$ _____) to be invoiced on [specify the following calendar quarter end date], and payable within thirty (30) days after receipt of invoice;

3.1.3. [continue as needed]

3.2. Harvard shall not be obligated to incur costs or expend funds to conduct the Research in excess of the total amount paid by Company under this Agreement.

3.3. Harvard will provide Company with a fixed-price invoice prior to each scheduled payment; provided that Harvard's failure to do so will not relieve Company from its obligation to make the corresponding payment, but instead will entitle Company to delay the due date of such payment until the date that is thirty (30) days after the date of Harvard's invoice. All payments due under this Agreement will be paid in United States dollars and will be without deduction or withholding of any kind. To the extent that any terms or conditions of any purchase order issued by Company in connection with Harvard's invoices under this Section 3 conflict with the terms and conditions of this Agreement, or seek to impose additional obligations on Harvard not specifically set forth in this Agreement, such additional obligations shall be of no force or effect and the terms and conditions of this Agreement will prevail and govern.

4. Results.

4.1. Reports; Use. Harvard shall provide Company with reports summarizing its Results no less frequently than once each calendar quarter. Within sixty (60) days after the earlier of the completion of the Research or the termination of this Agreement, Harvard will provide Company with a final report summarizing its Results. Subject to Articles 7 and 8 of this Agreement, Company shall have the right to use the Results for any lawful purposes.

4.2. Confidentiality. Without regard to the marking requirement described in Section 7.1 and subject to the exceptions set forth in Section 7.1 (i) – (iv), Company shall treat as Confidential Information (as otherwise defined in Section 7.1) of Harvard the contents of any report provided to it under Section 4.1 that discloses Results.

5. Inventions.

5.1. Inventorship. Inventorship of Inventions shall be determined in accordance with United States patent law.

5.2. Ownership. The entire right, title and interest in and to all Inventions shall be owned solely by Harvard.

5.3. Disclosure. Harvard shall notify Company, promptly and in writing, of any Invention with respect to which its Office of Technology Development has received a written invention disclosure form and filed a patent application; provided, however, that Harvard may elect to notify Company prior to filing. Without regard to the marking requirement described in Section 7.1 and subject to the exceptions set forth in Section 7.1 (i) – (iv), Company shall treat as Confidential Information of Harvard the contents of any notice provided to it under this Section 5.3 that discloses an Invention.

5.4. Patent Filing and Prosecution. Harvard shall be responsible, at its sole expense and discretion, for the preparation, filing, prosecution and maintenance of the Patent Rights.

5.5. No License or Grant of Rights. Except as expressly provided in Article 6, nothing in this Agreement shall be construed to confer any ownership interest, license or other rights upon a Party by implication, estoppel or otherwise as to any technology, intellectual property rights, products or biological materials of the other Party or any other entity.

6. Intellectual Property.

6.1. Option Grant. Subject to the terms of this Article 6, with respect to each Invention claimed in a Patent Right, and subject to third party rights and any limitation imposed by law or by terms of any grant, contract, or cooperative agreement, Harvard hereby grants to Company an option to negotiate in good faith with Harvard for a non-exclusive or an exclusive (at Company's discretion), royalty-bearing, worldwide license under Harvard's interest in the Patent Rights to develop, make, have made, offer for sale, sell, have sold and import products in a field or fields to be agreed upon by the Parties on terms that are commercially reasonable to the industry; provided, however, that no such license will include any grant of exclusive rights that would be inconsistent with the National Institutes of Health's Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources, as published at 64 Fed. Reg. 72090, and as may be amended from time to time.

6.2. Activation; Patent Costs. If Company would like to activate an option for an Invention, it must provide Harvard with written notice of such decision within thirty (30) days after disclosure of the relevant Invention under Section 5.3 (the "**Option Activation Period**"). If Company activates an option during the relevant Option Activation Period, it shall reimburse Harvard for all documented, out-of-pocket costs relating to the preparation, filing, prosecution and maintenance of the relevant Patent Rights incurred by Harvard prior to activation of the option, as well as those incurred during the Option Exercise Period and Negotiation Period. Harvard shall submit periodic invoices and Company shall make payment within thirty (30) days after the date of each such invoice. If Company fails to pay any such invoice promptly when due, Company's rights under this Article 6 with respect to the relevant Patent Rights shall immediately terminate.

6.3. Exercise. If Company would like to exercise an option for an Invention that it has activated under Section 6.2, it must provide Harvard with written notice of such decision

within the later of (i) sixty (60) days after expiration or termination of the Term, and (ii) ninety (90) days after Company's receipt of notice of such Invention from Harvard, as provided pursuant to Section 5.3 (the "**Option Exercise Period**") and a development plan for commercialization of the Invention reasonably acceptable to Harvard. If Company exercises an option within the Option Exercise Period, it shall have ninety (90) days after such exercise within which to execute a license agreement (the "**Negotiation Period**") subject to Harvard's acceptance of the above-referenced development plan; provided that the Negotiation Period may be extended by mutual agreement of the Parties.

6.4. Terms. Each license agreement shall include, without limitation, (a) in the case of an exclusive license, (i) terms consistent with the provisions of 35 USC §§ 200-212 and 37 CFR § 401 et seq., (ii) firm time-based development obligations for the development and commercialization of products or processes covered by the relevant Patent Rights acceptable to Harvard, (iii) a reservation of the rights of Harvard and other not-for-profit research organizations to practice the subject matter of the licensed Patent Rights for research, educational and scholarly purposes only, and (iv) if applicable, provisions to promote the availability of health-related technologies in developing countries for essential medical care; and (b) indemnity, insurance, limitations on liability, patent cost reimbursement and other provisions customary to patent and technology licenses granted by Harvard.

6.5. Expiration. With respect to each Invention, if Company (a) does not activate its option during the relevant Option Activation Period, (b) provides written notice to Harvard, no less than sixty (60) days prior to the date on which any pending action needs to be taken to preserve the relevant Patent Rights, that it waives its option in whole or in part, (c) activates its option during the relevant Option Activation Period but does not exercise the option during the Option Exercise Period or (d) exercises its option during the Option Exercise Period and the Parties fail to reach agreement on terms and conditions of a license agreement within the Negotiation Period, then Company's rights under this Article 6 with respect to such Invention shall expire.

7. Confidential Information.

7.1. Definition. "**Confidential Information**" shall mean all information that is marked as confidential (or, if disclosed orally or in intangible form, that is summarized in a writing that is marked as confidential and delivered to the recipient within thirty (30) days after disclosure) and that is disclosed (a) by or on behalf of Harvard (including by any member of the Harvard Team) to Company hereunder or (b) by or on behalf of Company to the Principal Investigator hereunder. Notwithstanding the above, the obligations set forth in Sections 7.3 and 8.2 shall not apply to Confidential Information to the extent that it: (i) was known to the recipient at the time it was disclosed, other than by previous disclosure by or on behalf of the discloser, as evidenced by written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to the recipient by a third party who is not subject to obligations of confidentiality to the

discloser with respect to such information; or (iv) is independently developed by the recipient without the use of or reference to Confidential Information, as demonstrated by documentary evidence.

7.2. Disclosure Limitation. Pursuant to Harvard policy, the Principal Investigator is not supposed to receive information that is subject to confidentiality obligations if doing so would affect the Harvard Team's ability to publish research results or the ability of other scholars to replicate the published results. Accordingly, Company agrees to disclose information it deems confidential to the Principal Investigator only if (a) it first notifies the Principal Investigator of the nature of such information and (b) the Principal Investigator, in their sole discretion, notifies Company that the Principal Investigator wishes to accept the specified information, or a portion thereof. For clarity, the obligations set forth in Section 7.3 and 8.2 shall only apply to Company Confidential Information accepted by the Principal Investigator in accordance with this Section 7.2.

7.3. Obligations. Company and the Principal Investigator each agree that, without the prior written consent of Harvard (in the case of Company being the recipient) or Company (in the case of the Principal Investigator being the recipient) in each case, during the term of this Agreement, and for five (5) years thereafter, it/they (a) will not disclose Confidential Information that it/they have received hereunder to any third party and (b) will not use Confidential Information that it/they have received hereunder except for the purposes of performing the Research and, in the case of Company, evaluating whether to exercise an option under Article 6 of this Agreement. Company and the Principal Investigator each shall treat Confidential Information that it/they have received hereunder with the same degree of confidentiality as it/they treat its/their own confidential and proprietary information, but in all events no less than a reasonable degree of confidentiality. Company and the Principal Investigator each may disclose Confidential Information that it/they have received hereunder only to employees or agents of the Company or members of the Harvard Team, respectively, who have a need to know such information for the purposes specified above and who agree to protect such Confidential Information in accordance with the terms set forth in this Agreement.

7.4. Each Party agrees to comply with U.S. export laws and regulations pertaining to the export of technical data, services and commodities, including the International Traffic in Arms Regulations (22 C.F.R. 120, et seq.), the Export Administration Regulations (15 C.F.R. 730, et seq.), the regulations administered by the Treasury Department's Office of Foreign Assets Control (31 C.F.R. 500, et seq.), and the Anti-Boycott Regulations (15 C.F.R. 760). Notwithstanding any other obligation under this Agreement, neither Company nor Harvard shall share, or be under any obligation to share, with the other any information, technology, or data that is subject to the International Traffic in Arms Regulations, the Assistance to Foreign Atomic Energy Activities regulations under 10 CFR 810, or in the Commerce Control List under the Export Administration Regulations Part 774 and Supplements, with the exception of technology classified as "EAR99" thereunder. In the event Company seeks to transfer any information, materials or technical data under this Agreement with an export classification other than EAR99 under the Export Administration Regulations, Company shall, prior to transfer, provide Harvard's Office of

Technology Development with the relevant Export Control Classification Number(s). Harvard reserves the right to decline acceptance of such export controlled information, materials or technical data.

8. Publications.

- 8.1.** Harvard shall provide Company with a copy of any manuscript disclosing Results at least thirty (30) days prior to submission for publication for the purpose of enabling Company to review the manuscript for potentially patentable Inventions with respect to which it wishes to exercise its option rights under Article 6 and/or for Confidential Information disclosed to the Principal Investigator in accordance with Article 7.
- 8.2.** Harvard shall delete from its manuscript prior to submission all Confidential Information of Company that Company identifies and requests Harvard to delete within the thirty (30) day period specified in Section 8.1.
- 8.3.** If, during the thirty (30) day period specified in Section 8.1, Company notifies Harvard that a manuscript reveals a potentially patentable Invention for which it wishes to exercise an option pursuant to Article 6, Harvard shall delay publication for the purpose of enabling a patent application to be filed in accordance with Section 5.4 until the earliest to occur of: (a) a patent application has been filed with respect to such Invention; (b) Harvard's Office of Technology Development and Company have determined that the relevant Invention is not patentable; or (c) thirty (30) days have elapsed from the date of notification under this Section 8.3.
- 8.4.** Notwithstanding anything to the contrary herein, the Parties agree to abide by the policies of journals in which publications will appear as to such matters as the public release or availability of data or biological materials relating to the publication. Proper acknowledgment will be made for the contributions of each Party to the Results being published. In addition, to the extent required by applicable journal policies, each Party shall use reasonable efforts to make samples of its research materials disclosed in the publication available upon request (supplies permitting) to scientists at non-profit institutions, provided that the recipient scientist agrees in writing that such research materials (a) will be used for research in the recipient scientist's laboratory only, (b) will not be used for any commercial purpose, (c) will not be used for work on human subjects, and (d) will not be distributed to other laboratories.

9. Term and Termination.

- 9.1. Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of [____ () {months} {years}] (the "**Term**"), unless earlier terminated in accordance with the provisions of this Article 9.

- 9.2. Loss of Principal Investigator.** In the event that the Principal Investigator ceases to

supervise the Research and Harvard declines or is unable to find a substitute acceptable to Company as provided in Section 2.2, Company may terminate this Agreement in accordance with Section 2.2.

9.3. Termination for Cause. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving a written demand to cure from the non-breaching Party, the non-breaching Party may terminate this Agreement immediately upon written notice of termination to the breaching Party. In addition, if Company is in breach of its payment obligations under Section 3.1, without relinquishing any of its rights under this Section 9.3, Harvard may suspend its performance of the Research and the delivery of any reports as outlined in Section 4.1 until such payment is made and such material breach is cured.

9.4. Force Majeure. Except for monetary obligations hereunder, neither Party will be responsible for delays resulting from causes beyond its reasonable control, including, without limitation, fire, explosion, flood, war, strike, riot, epidemic, pandemic or widespread outbreak of any virus, pathogen or other disease or illness or other public health crisis; provided that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

9.5. Survival. The following provisions, as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement: Articles 7, 9 and 10, and Sections 4.2 and 5.3. In addition, the provisions of Article 6 shall survive termination of this Agreement as necessary to effectuate the rights of Company, unless Harvard has terminated this Agreement because of a material breach by Company.

9.6. Effect of Termination. Upon termination of this Agreement other than by Harvard due to Company's breach, Company shall pay Harvard the entire amount of any financial commitments incurred by Harvard prior to termination in connection with the Research that cannot be canceled (including, without limitation, graduate student and post-doctoral fellowships, awards and stipends). In the event of termination by Harvard due to Company's breach, Company's obligation to fund the Research under Article 3 shall survive termination. Upon termination or expiration of this Agreement, Harvard shall retain title to all equipment or material purchased or fabricated by Harvard, the Principal Investigator or the Harvard Team with funds provided by Company.

10. Miscellaneous.

10.1. Warranty Disclaimer. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION: RESULTS; THE PERFORMANCE, CONDITION, ORIGINALITY OR ACCURACY OF THE RESEARCH; THE AVAILABILITY OF LEGAL PROTECTION FOR INVENTIONS

OR ANY OTHER WORK PRODUCT OF THE RESEARCH; OR THE VALIDITY OR ENFORCEABILITY OF ANY PATENT RIGHTS. NEITHER PARTY MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESULTS PROVIDED HEREUNDER, OR THAT THE USE OF THE RESULTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, INCLUDING PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OWNED BY HARVARD AND NOT SPECIFICALLY LICENSED HEREUNDER.

10.2. Responsibilities and Indemnification. Each Party shall be responsible for its own acts in the performance of the Research and, its use of Results. Notwithstanding the foregoing, 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, fellows, students, and agents and their respective successors, heirs and assigns (each, an “**Indemnitee**”) from and against any third party claim, and any associated 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, “**Losses**”) based upon, arising out of, or otherwise relating to Company’s use of Results, including without limitation any cause of action relating to product liability; provided, that the foregoing indemnity shall not apply with respect to any Losses to the extent determined with finality by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of such Indemnitee.

10.3. Limitation of Liability. Neither Party will be liable to the other with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (a) any indirect, incidental, consequential or punitive damages or lost profits or (b) cost of procurement of substitute goods, technology or services. Harvard’s aggregate liability for all damages of any kind arising out of or relating to this Agreement or its subject matter shall not exceed the amounts paid to Harvard under this Agreement. Company’s indemnification obligations under Section 10.2 shall not be limited by the terms of this Section 10.3.

10.4. Use of Names. Except as provided below, Company shall not, and shall ensure that its affiliates shall not, use or register the name “Harvard” (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard or any Harvard school, unit, division or affiliate (“**Harvard Names**”) for any purpose except with the prior written approval of, and in accordance with restrictions required by, Harvard. Such approval shall be granted only by the Harvard Trademark Program, and such requests being sent to trademark_useofname@harvard.edu. Without limiting the foregoing, Company shall, and shall ensure that its affiliates shall, cease all use of Harvard Names in connection with this Agreement or the Research on the termination or expiration of this Agreement except as otherwise approved by Harvard. If, notwithstanding this prohibition, Company or any of its affiliates registers any Harvard Name as a trademark, service mark, domain name, trade name, business or company name or otherwise anywhere in the world, then, in addition to any other remedies Harvard may

have, Harvard shall have the right to compel Company or such affiliate to assign its rights in such registration to Harvard and Company shall take such steps as may be necessary to transfer record ownership of such registration to Harvard, at Company's cost. The restrictions in this Section 10.4 shall not apply to any information required by law to be disclosed to any governmental entity.

10.5. Research Partially Funded by Grants. To the extent that any Invention has been partially funded by the federal government (including any of its agencies), this Agreement and the grant of any rights in such Invention is subject to and governed by federal law, such as the provisions of 35 USC §§ 200-212 and all associated implementing regulations, as well as the terms and conditions of any federal grant. To the extent that any Invention has been partially funded by a non-profit organization or state or local agency, this Agreement and the grant of any rights in such Invention is subject to and governed by the terms and conditions of the applicable research grant.

10.6. Independent Contractors. Company will not have the right to direct or control the activities of Harvard or the Principal Investigator in performing the Research. Harvard and Company shall act hereunder only as independent contractors, and nothing herein contained shall be construed to be inconsistent with that relationship or status.

10.7. Notices. Any notices to be given hereunder shall be sufficient if signed by the Party giving same and delivered in one of the following manners: (a) hand delivery; (b) certified mail, return receipt requested; (c) expedited delivery via a nationally recognized courier service; or (d) electronic mail if the sender retains evidence of successful transmission, in any event to the following addresses:

If to Company (invoices only):

[]
[]

Attention: []

Email: []

Purchase order number: []

If to Company (other notices):

[]
[]

Attention: []

Email: []

If to Harvard:

Office of Technology Development
Harvard University
Richard A. and Susan F. Smith Campus Center, Suite 727
1350 Massachusetts Avenue
Cambridge, MA 02138

Attention: Chief Technology Development Officer
Email: otd@harvard.edu

By such notice, either Party may change its address for future notices. Notices mailed shall be deemed given on the date postmarked on the envelope. Notices sent by expedited delivery shall be deemed given on the date received by the courier, as indicated on the shipping manifest or waybill. Notices sent by electronic mail shall be deemed given on the date sent.

10.8. Modification. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party waiving compliance. A delay or failure by a Party to assert its rights under, including upon any breach or default of, this Agreement shall not be deemed a waiver of such rights. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

10.9. Governing Law and Venue. 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 action, suit or other proceeding arising under or relating to this Agreement (a “**Suit**”) shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

10.10. Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY, EXPRESSLY, AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION, AT LAW OR IN EQUITY, BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO OR ARISE OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO

AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

- 10.11. Legal Compliance.** The Parties shall comply with all applicable laws in the implementation of this Agreement, including, where necessary, securing approvals from relevant authorities, except to the extent that an agreement by Harvard to comply with any applicable law would violate or be subject to penalties under the laws of the United States of America. In particular, the Parties will comply with applicable anti-corruption and anti-bribery laws, including without limitation the US Foreign Corrupt Practices Act of 1977, as amended. Performance by Harvard shall be subject to compliance by Harvard with all laws, regulations and orders of the United States of America relating to specified countries, entities and individuals with which United States entities (and/or entities owned or controlled by United States entities) are prohibited from doing business.
- 10.12. Non-Discrimination.** Discrimination with respect to any aspect of the Research on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs, or veteran status, shall be deemed a material breach and grounds for termination of this Agreement by either Party in accordance with Section 9.3.
- 10.13. Severability.** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.
- 10.14. No Assignment.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto; provided, however that neither Party may assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other.
- 10.15. Counterparts.** The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Agreement must be delivered in a .pdf format. This Agreement may be executed electronically/digitally in compliance with the Massachusetts Uniform Electronic Transactions Act (MUETA) Mass. Gen. Laws ch. 110G and/or The Electronic Signatures In Global And National Commerce Act (ESIGN) 15 USC ch. 96. Persons signing this Agreement agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

10.16. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between the Parties with respect to the same *{including, in particular, the Confidential Disclosure Agreement entered into by the Parties dated _____}*.

[Signature page follows]

SAMPLE

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

President and Fellows of Harvard College [COMPANY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I, the undersigned, hereby confirm that I have read the Agreement, that its contents are acceptable to me and that I will act in accordance with its terms, including the provisions of Article 7.

Principal Investigator:

Dr. [NAME]

EXHIBIT A

Research Plan

[see attached]

SAMPLE