

## NON-EXCLUSIVE LICENSE AGREEMENT

Re: LSU Disclosure # \_\_ Entitled \_\_\_\_\_

This Non-  
the \_\_ day of \_\_\_\_\_, 2006 (hereinafter called "Agreement Date"), is by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter

WHEREAS, LICENSEE desires to obtain said non-exclusive license under the Subject Technology.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1. DEFINITIONS AS USED HEREIN

1.1 The term "Affiliates" shall mean any corporation, pET EMC /P AMCIpo0 0 19B38raETSshaor otater A q B



2. GRANT OF LICENSE

2.1 LSU hereby grants to LICENSEE a non-exclusive, worldwide right and license in and to the



notice of such default by LSU to correct such default. If such default is not corrected within the said thirty (30) day period, LSU shall have the right, at its option, to cancel and terminate this Agreement. The failure of LSU to exercise such right of termination, for nonpayment of fees or otherwise, shall not be deemed to be a waiver of any right LSU might have, nor shall such failure preclude LSU from exercising or enforcing said right upon any subsequent failure by LICENSEE.

6.2 LSU shall have the right, at its option, to cancel and terminate this Agreement in the event that LICENSEE shall (i) become involved in insolvency, dissolution, bankruptcy or receivership proceedings affecting the operation of its business or (ii) make an assignment of all or substantially all of its assets for the benefit of creditors, or in the event that (iii) a receiver or trustee is appointed for LICENSEE and LICENSEE shall, after the expiration of thirty (30) days following any of the events enumerated above, have been unable to secure a dismissal, stay or other suspension of such proceedings.

6.3 LICENSEE shall have the right to terminate this Agreement by giving written notice thereof to LSU no later than sixty (60) days prior to any anniversary of the Agreement Date, such notice to be effective as of the impending anniversary date. Following the effective date of such termination notice, LICENSEE shall have no further obligation for payment of licensing fees hereunder. For clarification, if LICENSEE provides written notice of termination to LSU fifty-nine (59) or fewer days prior to the anniversary of the Agreement Date, LICENSEE shall be obligated to pay the annual maintenance fee for such anniversary date per Paragraph 3.2, even though such payment would occur after the notice of termination.

6.4 In the event of any termination of this Agreement, all rights to the Subject Technology shall revert to LSU. At the date of any termination of this Agreement, LICENSEE shall immediately cease using the Subject Technology and LICENSEE shall immediately destroy the Subject Technology and send to LSU a written affirmation of such destruction signed by an officer of LICENSEE.

6.5 In the event this Agreement is terminated pursuant to this Section 6, or expires as provided for in Section 5, LSU is under no obligation to refund any payments made by LICENSEE to LSU prior to the effective date of such termination or expiration.

6.6 No termination of this Agreement shall constitute a termination or a waiver of any rights of either Party against the other Party accruing at or prior to the time of such termination. The obligations of Sections 9, 11 and 12 shall survive termination of this Agreement.

## 7. ASSIGNABILITY

This Agreement may not be assigned.

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10.2 For questions about payments, LSU can contact LICENSEE at the address below:

Title  
Name  
Address

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-Mail \_\_\_\_\_

10.3 All notices, reports or other communication pursuant to this Agreement shall be sent to such Party via (i) United States Postal Service postage prepaid, (ii) overnight courier, or (iii) facsimile

defend, indemnify and hold harmless LSU, its board members, faculty members, scientists, researchers, employees, students, and agents and each of them (the

against any of the Indemnified Parties related directly or indirectly to or arising out of the design, process, manufacture or use of the Subject Technology, or any other embodiment of the Subject Technology, by LICENSEE, its employees, agents and persons accessing the Subject Technology through LICENSEE even though such LSU Claims and the costs (including, but not limited to, the payment of all reasonable attorneys' fees and costs of litigation or other defense) related thereto result in whole or in part from the negligence of any of the Indemnified Parties or are based upon doctrines of strict liability or product liability. LICENSEE will also assume responsibility for all costs and expenses related to such LSU Claims for which it is obligated to indemnify the Indemnified Parties pursuant to this Paragraph 11.1, including, but not limited to, the payment of all reasonable attorneys' fees and costs of litigation or other defense.

(ii) LICENSEE further agrees not to settle any Claim against an

shall not be unreasonably withheld. LICENSEE further agrees to keep the Indemnified Parties fully apprised of the LSU claims.

11.2 **INSURANCE.** LICENSEE warrants that it now maintains and will continue to maintain liability insurance coverage appropriate to the risk involved in using the Subject Technology under this Agreement, and that such insurance coverage is sufficient to cover the Indemnified Parties. Annually between January 1 and January 31 of each year of this Agreement, LICENSEE shall provide LSU with written evidence that sufficient coverage is being maintained.

11.3 **DISCLAIMER OF WARRANTY.** LICENSEE ACKNOWLEDGES THAT THE SUBJECT TECHNOLOGY IS EXPERIMENTAL IN NATURE AND HAS NOT BEEN FULLY CHARACTERIZED. LSU MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS OR MERCHANTABILITY, REGARDING OR WITH RESPECT TO THE SUBJECT TECHNOLOGY AND LSU MAKES NO WARRANTIES OR

REPRESENTATIONS, EXPRESS OR IMPLIED, OF THE PATENTABILITY OF THE SUBJECT TECHNOLOGY OR OF THE ENFORCEABILITY OF ANY PATENTS ISSUING THEREUPON, IF ANY, OR THAT THE SUBJECT TECHNOLOGY IS OR SHALL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER RIGHTS OF THIRD PARTIES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CONFERRING BY IMPLICATION, ESTOPPEL OR OTHERWISE ANY LICENSE OR RIGHTS UNDER ANY PATENTS OF LSU.

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word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or any of the Parties hereto, in a final, unappealable order to be in violation of any such provision in any country or community or association of countries, such words, sentences, paragraphs or clauses or combination shall be inoperative in such country or community or association of countries, and the remainder of this Agreement shall remain binding upon the Parties hereto.

12.8 Force Majeure. No liability hereunder shall result to a Party by reason of delay in performance caused by force majeure, that is circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, war, terrorism, civil unrest, labor unrest, or shortage of or inability to obtain material or equipment.

12.9 Entire Agreement. The terms and conditions herein constitute the entire agreement between the Parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No agreement of understanding bearing on this Agreement shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the Parties and shall expressly refer to this Agreement.

12.10. CREATE ACT: Inventorship of intellectual property generated through the use of Subject Technology will be determined according to U.S. Patent Laws. However, in the event that LICENSEE invokes the CREATE Act (pursuant to 35 U.S.C. §103(c)) without prior written consent from LSU, any patent obtained by LICENSEE by asserting that this MTA is a joint research agreement will be jointly owned by LSU and LICENSEE.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement in multiple originals by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

LICENSEE

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERISTY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

10/9/06 LICENSEE

Disclosure #

**Appendix A**  
**Subject Technology**