TANGIBLE PROPERTY LICENSE FOR INTERNAL RESEARCH PURPOSES

Licensed Material: p16INK4a BAC overexpression mice (Reference number 09-0138)

This tangible property license agreement ("Agreement") is entered into ___________________ (the "Effective Date") by The University of North Carolina at Chapel Hill ("University") and ______________________________. ("Licensee"). University and Licensee agree as follows:

1. University grants to Licensee a non-exclusive, non-transferable license to possess, propagate, and employ the Licensed Material for internal research purposes or discovery and development only. University consents to the transfer of Licensed Material by Licensee to its corporate affiliates and third party service providers who agree to be bound by the terms and conditions of this Agreement.

2. University claims no rights to the intellectual property or commercial products created by the licensee which result from the use of Licensed Material by Licensee, excluding products that contain or incorporate the Licensed Material.

3. Licensee shall pay to University a license fee of $50,000 in United States Dollars within fifteen (15) days of receipt of the fully executed Agreement.

4. University shall provide Licensee with the Licensed Material within thirty (30) days of receipt of the license fee. Licensee shall be responsible for direct costs associated with preparation and shipping of Licensed Material.

5. Any Licensed Material delivered pursuant to this Agreement is experimental in nature and may have hazardous properties. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. To the extent allowable by law, LICENSEE assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Licensed Material.

6. Licensee shall use the Licensed Material in compliance with all applicable laws, statutes, and regulations, including export control laws and regulations.

7. Licensee agrees to indemnify, hold harmless and defend University, its officers, employees, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses asserted by third parties, both government and private, resulting from or arising out of Licensee’s use of the Licensed Material.

8. This Agreement is effective from the Effective Date for a period of ten (10) years, extendable upon mutual written agreement of the parties.
IN WITNESS WHEREOF, both University and Licensee have executed this Agreement, in duplicate originals, by the duly authorized respective officers. Inventors have likewise indicated their acceptance of the terms hereof by signing below.

THE UNIVERSITY OF NORTH CAROLINA   LICENSEE
AT CHAPEL HILL

(SEAL) ___________________________              (SEAL)__________________________
Jacqueline Quay Interim Director
Office of Technology Development

Name: __________________________
Title: __________________________
Date: __________________________

Date: __________________________