



SAINT LOUIS UNIVERSITY

UNIVERSITY

Saint Louis University (the "University") may make its research facilities available for a limited time to private parties, including Universities, affiliated institutions, or other entities, for use in research, development, or commercialization. This policy is intended to facilitate the transfer of technology and intellectual property from the University to the private sector.

This policy provides guidelines to help ensure that private use of University research facilities is properly managed in order to protect the University's tax-exempt status and eliminate or minimize potential conflicts of interest, misuse of University resources, and legal liability.

Requests for private use of University research facilities will be evaluated on a case-by-case basis. The following guidelines shall be considered in the decision-making process:

- A. **Faculty Start-up Company:** For any commercial entity in which a University employee or student has a significant financial interest (see Saint Louis University's Conflict of Interest Policy), the employee or student must have submitted a conflict of interest disclosure form to his/her chairperson, division head, or director, and must have an approved conflict-of-interest-management plan in place.
- B. **License Requirement:** The commercial entity must have a license or license option to University-owned intellectual property that is either executed by or approved by the Saint Louis University Office of Innovation and Intellectual Property.

technology development, licensing, technology transfer, research, and similar initiatives.

D. Financing of University Research Facility: An important factor in

determining the use of any University space by a private party is whether the

instances: the University must determine if such proposed use consumes a

"private use" in excess of the limits placed upon the University by the

Internal Revenue Code and/or whether the proposed

use falls under the federal guidelines for federal

institutions.

E. Duration and Scope of the Use of the University's Research Facility: The

University generally limits any license for research space to third persons for

a limited time to provide opportunities for pre-incubator and proof of concept

research. The expectation is that the duration of the license will extend no

longer than the period provided in the license agreement. The duration of the

circumstances.

F. Rates for Use of Space and Equipment: The University shall charge fair

market value rates for the use of space or equipment. The University

Deans/Managers are responsible for establishing such rates after consultation

with the appropriate administrators.

G. Restriction of Leasing Contiguous Space: The University's Conflict of

Interest in Research Policy restricts leasing space contiguous to a faculty

member's University-assigned space. The proposed use of University

facilities reserved for University-owned space is University-owned

H. Purchasing: The University shall not allow a licensee to use the University's

tax-exempt status for purchasing. All financial and business transactions shall

be conducted through the University's financial system.

I. Ethical Conduct of Research: The University will require any licensee or

licensee to conduct its research and activities consistent with the *Dunbar and*

Religious Directives for Catholic Health Care Services approved by the

National Conference of Catholic Bishops.

The terms and conditions of any private use of University research facilities shall be set forth in a proposed University Research Facilities License Agreement (template attached).

4.1. A person who desires to use University research facilities must submit the attached transmittal form to the appropriate department head or dean for review and approval.

4.2 The appropriate department head and dean shall forward the proposed license to the Associate Provost for the Research and the University property manager.

4.3 The Associate Provost for the Research shall forward the license to the University Provost for approval and any conditions to the University Research and Facilities License.

4.4 Any material changes to the model University Research Facilities License Agreement must be reviewed and approved by the Office of the General Counsel. The license shall be followed by contract negotiations and renewals.

This policy has been approved by:

Date: 10/23/06

Joseph Weixmann, Ph.D.
Provost
Saint Louis University

EFFECTIVE DATE	REVISION NUMBER	MODIFICATION
Added upon approval	1.0	New Document

than an income or franchise tax) upon or against the rentals payable by COMPANY or SLU either by way of substitution for or in addition to any existing tax on land and buildings or otherwise. COMPANY shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse SLU for such amount, as the case may be, on additional rent on or before the date that any fine, penalty or interest would be added for non-payment.

representative working in the LABORATORY SPACE and the SLU shall be limited to any applicable Conflict of Interest policies and the Ethical and Professional Standards of the American Chemical Society. COMPANY shall be responsible for all applicable federal, state, and local requirements in connection with its use and occupancy of the Premises.

8. PATENT RIGHTS. EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE COMPANY AND SLU:

a. Inventions and discoveries made by SLU employees and COMPANY employees while employed by SLU in the LABORATORY SPACE shall be the property of COMPANY. Inventions and discoveries made by SLU employees and COMPANY employees while employed by SLU in the LABORATORY SPACE shall be the property of COMPANY.

b. Inventions and discoveries made jointly by SLU employees and COMPANY employees shall be jointly owned by SLU and COMPANY. In such event, SLU shall have sole responsibility for filing, prosecuting, and maintaining patents covering such jointly-owned intellectual property rights in consultation with COMPANY. COMPANY and SLU will each be responsible for paying one-half (50%) of all of the billing invoices received by SLU from the law firm that relate to the cost of filing, prosecution, and maintenance of those patents that are jointly-owned by SLU and COMPANY. SLU will timely provide to COMPANY copies of joint patent-related patent correspondence and legal billing invoices and keep COMPANY timely apprised on patent-related matters.

reasonable terms relative to the subject technology and related intellectual property rights. The exclusive license option exercise period shall extend for a period of three (3) months beginning on the date that a full U.S. Patent Application or a Provisional U.S. Patent is filed with the USPTO for an invention

option rights, the COMPANY will send a written notice of option exercise during the option exercise period to SLU at its Notice Address (Section 14). If the

COMPANY exercises its exclusive option rights then SLU and COMPANY shall begin on the date of the written option exercise notice sent by the COMPANY to SLU, have an additional three (3) months in which to negotiate and mutually execute an Exclusive License Agreement. It is understood by the

parties hereto that one of the provisions of the Exclusive License Agreement

Date of the Exclusive License Agreement between SLU and the COMPANY, the

COMPANY will reimburse SLU for all documented payments made by

SLU prior to the Effective Date for invoiced patent costs relating to the exclusively licensed patent rights jointly owned by SLU and the COMPANY, and (ii) beginning on the Effective Date of the Exclusive License Agreement,

reimburse SLU for 100% of all billing invoices received by SLU for the patent costs related to the jointly owned patents exclusively licensed by the COMPANY

from SLU. Except as specifically provided in this section 7, SLU shall have no claim to the COMPANY'S undivided rights and interest in, inventions and

intellectual property that are jointly-owned together with SLU under SLU'S

Patent Policy or otherwise.

9. LOST OR DAMAGED COMPANY PROPERTY. SLU is not responsible for security, theft, lost or damaged property of COMPANY or third persons brought onto the COMPANY'S licensed SLU LABORATORY SPACE. COMPANY shall indemnify, and hold SLU harmless from any and all claims for property loss, casualty, or theft incurred by COMPANY, its employees, agents, and licensees or invitees,

COMPANY shall be liable for any and all claims for property loss, casualty, or theft incurred by COMPANY, its employees, agents, and licensees or invitees, owned equipment and property located in the LAB (KALUKY SPAL) AS LONG AS SUCH procedures do not violate the provisions of paragraph 9 herein.

10. ALTERATIONS TO PREMISES. COMPANY is precluded from making any alterations or improvements to the COMPANY'S licensed SLU LABORATORY SPACE and EQUIPMENT without first obtaining written permission from SLU.

11. REPRESENTATIONS AND WARRANTIES. COMPANY agrees that SLU is providing the space and equipment furnished pursuant to this License. AS IS, and that SLU

and equipment subject to this AGREEMENT including, but not limited to, warranties of merchantability, fitness for a particular purpose, use and enjoyment, and habitability.

12. TERMINATION. This AGREEMENT may be terminated by either party upon thirty (30) days prior written notice being given to the other party hereto. SLU may, however, immediately terminate this agreement for the following reasons: (i) failure to pay the license fee required in paragraphs 1 and 5 in a timely manner, (ii) failure to obtain the required authorization to alter the premises required in paragraph 9, (iii) any lapse or failure to maintain the insurance coverage required in paragraph 12, and (iv) whenever, in SLU's judgment, the COMPANY's activities, or any other activities conducted on the premises, create an unreasonable and imminent danger to the University and its employees, licensees, or invitees.

13. INDEMNIFICATION. COMPANY shall defend, indemnify, and hold SLU harmless from all losses, damages, claims, suits, judgments, settlements, costs, expenses, attorney's fees, and reasonable costs of defense, including reasonable attorneys' fees, incurred by SLU in connection with any Claim, whether or not caused in whole or in part by the negligence of SLU, arising out of or from the activities of the COMPANY or SLU and their respective trustees, officers, employees, agents,

representatives, and independent contractors, including, but not limited to, claims for bodily injuries, death, or damage to property. Both parties agree to promptly notify the other party of claims or losses covered by this indemnity. SLU and COMPANY agree that (i) the indemnitee promptly notifies the indemnitor in writing after the indemnitee receives notice of any Claim, and (ii) indemnitor is given the opportunity, at its option, to have sole control of the defense and trial of any Claim and any related settlement.

13. INSURANCE. COMPANY shall obtain and maintain during the term of this AGREEMENT comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. COMPANY will also maintain normal property, casualty, and theft insurance coverage during the term of this

employees permitted hereunder to work on the University's premises, in such amounts as required by any and all U.S. Government and State of Missouri laws and regulations. A certificate of insurance coverage shall be provided by COMPANY to SLU at the inception of this license Agreement (before COMPANY moves into the mutually agreed SLU research facilities) and annually on the anniversary of the effective date, and at such other times during the course of this AGREEMENT as may be reasonably requested in writing by SLU. COMPANY may not terminate or reduce its insurance coverage below

14. USE OF NAMES. Neither party will use the name of the other party in any advertising or other form of publicity without the written permission in writing of the other party. THIS AGREEMENT does not create any agency, employment, joint employer, joint venture, or partnership between COMPANY and SLU. Neither party will have the right

15. NOTICES. Any notices required to be given or that shall be given under this Agreement shall be in writing delivered by first class mail to the Parties as follows:

Saint Louis University
Office of the Provost
DuBourg Hall – Room 106
221 North Grand Boulevard

COMPANY, Inc.
Attn:
Title
Address

with copies to:

Office of the Vice President & General Counsel Saint Louis University
St. Louis, MO 63103 St. Louis, MO 63103

In the event notices, statements, and representations made under this agreement contain information that is confidential or otherwise subject to a duty of confidentiality, the parties agree that any such information shall be transmitted by certified or registered mail by one party to the other party at its above address, they shall

received.

prior written consent of the other party.

18. CONFIDENTIALITY Both parties and any other person signing on behalf of both

required by law. Notwithstanding the foregoing, the terms of this AGREEMENT

disclosed by either party upon prior written notice being given to the other party of
purchaser or bona fide potential purchaser of the interests of either party

19. FORCE MAJEURE If either party is unable by force majeure to perform its obligations

such inability. The term "force majeure" as used in this AGREEMENT shall mean any

not event, cause, or occurrence beyond a party's reasonable control which prevents or

act in that within the reasonable control of such party.

liable to the other party for incidental, consequential, or other damages resulting from

act of force majeure.

any provision of this AGREEMENT is declared invalid or unenforceable, such provision shall be modified to the extent necessary and possible to render it valid and enforceable.

In any event, the unenforceability and/or invalidity of any provision shall not affect any

provision of this AGREEMENT which would have been included or had been modified as above provided, as the case may be.

21. **INTEGRATION.** This AGREEMENT supersedes any and all other agreements between the parties which contain or may contain provisions which conflict with or are inconsistent with the provisions of this AGREEMENT. This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof.

22. **DISPUTE RESOLUTION.** Any dispute, claim, or controversy regarding the enforcement, interpretation, or application of the terms of this Agreement, which cannot be resolved through good faith negotiations between knowledgeable senior representatives of each of the parties, shall be resolved by a court of competent jurisdiction in the City of St. Louis, State of Missouri, in accordance with Missouri law regardless of choice of law statutes or principles.

23. **GOVERNING LAW.** The validity and interpretation of this AGREEMENT and the legal relation of the parties to it shall be governed by the laws of the State of Missouri and the United States of America.

Name
Title

Date

SAINT LOUIS UNIVERSITY

{Name}

Date

Provost

Acknowledged by:

{Insert name}, Ph.D.
Principal Investigator

Date

EXHIBIT A
DESCRIPTION OF RESEARCH

EXHIBIT B

~~LABORATORY SPACE, EQUIPMENT AND FINANCIAL TERMS~~

**RESEARCH FACILITIES LICENSE AGREEMENT
TRANSMITTAL SHEET**

Requestor: _____

Department Head: _____

Dean: _____

Is the attached agreement related to a faculty start-up company?

Yes No

Yes No

If so, has a license or license option been approved?

Yes No

New Agreement Renewal

REVIEWED BY: _____

Director, Office of Innovation and Intellectual Property (if applicable):

Associate Provost, Responsible Conduct of Research:

University Property Manager:

APPROVED:

Provost:
