

Sponsored Research Agreement

Table of Contents

| | |
|---|---|
| Background | 1 |
| Terms and Conditions | 1 |
| 1. Term..... | 1 |
| 1.1 Initial Term..... | 2 |
| 1.2 Renewal | 2 |
| 2. Sponsored Research Program..... | 1 |
| 2.1 Sponsored Research..... | 2 |
| 2.2 Principal Investigator..... | 2 |
| 2.3 Performance..... | 3 |
| 2.4 Management | 3 |
| 2.5 Replacement of Principal Investigator | 3 |
| 3. Payments | 2 |
| 3.1 Project Costs..... | 3 |
| 3.2 Payment Terms..... | 3 |
| 4. Records and Reports..... | 2 |
| 4.1 Project Records..... | 3 |
| 4.2 Reports..... | 3 |
| 4.3 Confidentiality | 3 |
| 5. Publication..... | 3 |
| 5.1 Publication of Research Results | 4 |
| 5.2. No Prior Approval | 4 |
| 5.3 Review Rights | 4 |
| 6. Intellectual Property and Materials | 3 |
| 6.1 Collaboration Intellectual Property | 4 |
| 6.2 Invention..... | 4 |
| 6.3 Background Intellectual Property and Materials..... | 4 |

| | | |
|------|--|-------------------------------------|
| 6.4 | Ownership..... | 4 |
| 6.5 | Disclosure..... | 5 |
| 6.6 | Patent Filing and Prosecution..... | 5 |
| 7. | Option and Licensing for CSHL Inventions..... | 5 |
| 7.1 | Non-exclusive License for Sponsor's Internal Use..... | 5 |
| 7.2 | Option for Commercial Use..... | 5 |
| 7.3 | Exclusive License for Commercial Use under Sponsor's Option..... | 5 |
| 7.4 | Reserved Rights of the United States Government..... | 6 |
| 8. | Use of Name..... | 6 |
| 8.1 | No Advertising..... | 6 |
| 8.2 | Acknowledgement..... | 6 |
| 9. | Termination..... | 6 |
| 9.1 | By Either Party..... | 6 |
| 10. | Effects of Termination..... | Error! Bookmark not defined. |
| 10.1 | Payment of Ongoing Costs..... | 6 |
| 10.2 | Final Accounting for Costs..... | 7 |
| 10.3 | Purchased Equipment and Materials..... | 7 |
| 10.4 | Survival..... | 7 |
| 11. | Limitations..... | 6 |
| 11.1 | Disclaimer of Warranties..... | 7 |
| 11.2 | Limitation of Liability..... | 7 |
| 12. | Indemnification..... | 8 |
| 12.1 | Indemnification..... | 8 |
| 13. | Confidentiality..... | 8 |
| 13.1 | Treatment of Confidential Information..... | 8 |
| 13.2 | Exceptions to Restrictions..... | 8 |
| 14. | Compliance with Laws..... | 9 |
| 14.1 | Export Controls..... | 9 |
| 15. | General Provisions..... | 9 |
| 15.1 | Assignment..... | 9 |
| 15.2 | Binding Effect..... | 9 |

| | |
|--|-----------|
| 15.3 Counterparts | 9 |
| 15.4 Entire Agreement..... | 9 |
| 15.5 Force Majeure..... | 9 |
| 15.6 Governing Law | 9 |
| 15.7 Headings | 10 |
| 15.8 Incorporation | 10 |
| 15.9 Notices Must Be in Writing..... | 10 |
| 15.10 Relationship of the Parties..... | 10 |
| 15.11 Representations..... | 10 |
| 15.12 Severability..... | 11 |
| 15.13 Waiver | 11 |
| 16. Definitions..... | 11 |
| 16.1 Affiliate..... | 11 |
| 16.2 Confidential Information | 11 |
| 17. Attachments..... | 11 |
| Signatures | 12 |
| Attachment A | xx |
| Attachment B..... | xx |
| Attachment C | xx |

Sponsored Research Agreement

This Sponsored Research Agreement ("Agreement"), with an Effective Date of _____ is between Cold Spring Harbor Laboratory ("CSHL"), a nonprofit New York State Education corporation with its principal place of business at 1 Bungtown Road, Cold Spring Harbor, New York 11724 and _____ ("Sponsor") a _____ corporation with its principal place of business at _____.

Background

Sponsor and CSHL have mutual interest in and wish to collaborate in certain research, which at CSHL will be conducted in the laboratory of Dr. X, and furthers the educational, scholarship and research objectives of CSHL as a nonprofit, tax-exempt educational institution.

The research collaboration may benefit both Sponsor and CSHL through the generation of research results, and the development of technology and inventions with academic and commercial applications.

To support this collaboration, Sponsor wishes to provide funding to support the research to be carried out at CSHL as described in the Scope of Work.

The parties therefore agree as follows:

Terms and Conditions

1. Term

1.1. Initial Term. The initial term of this Agreement begins on the Effective Date and ends on [] ("Ending Date") unless terminated sooner under Sections _____.

1.2. Renewal. This Agreement may be extended or renewed beyond the Ending Date only by mutual written agreement executed by duly authorized representatives of the parties.

2. Sponsored Research Program

2.1. Sponsored Research. Sponsored Research means the research program described in Attachment A to this Agreement and conducted by CSHL and Principal Investigator during the term of the Agreement, with funds provided under this Agreement by Sponsor.

- 2.2. **Principal Investigator.** The Principal Investigator is (name of faculty member) who will be responsible for the administration and supervision of the Sponsored Research.
- 2.3. **Performance.** CSHL will begin the Sponsored Research within a reasonable time after the Effective Date of this Agreement upon Sponsor's payment of any advance payments owed, as described in Attachment A. CSHL will use reasonable efforts to conduct such Sponsored Research substantially in accordance with the terms and conditions of this Agreement.
- 2.4. **Management.** Sponsor acknowledges that CSHL and the Principal Investigator will have the freedom to conduct and supervise the Sponsored Research in a manner consistent with CSHL's educational and research missions.
- 2.5. **Replacement of Principal Investigator.** If the services of the Principal Investigator become unavailable to CSHL for any reason, CSHL will be entitled to designate another member of its faculty who is acceptable to both parties to serve as the Principal Investigator of the Sponsored Research.

3. Payments

- 3.1. **Project Costs.** Sponsor will pay CSHL for all direct and indirect costs incurred in the conduct of the Sponsored Research in an amount not to exceed the total amount of \$ _____ as set forth in Attachment A. This amount is a good faith estimate only and does not guarantee the cost to conduct the Sponsored Research. If at any time CSHL determines that it will require additional funds for the Sponsored Research, it will notify Sponsor and provide an estimate of the additional amount. Sponsor will not be liable for any costs in excess of the amounts set forth in Attachment A, unless it has agreed in writing to provide additional funds.
- 3.2. **Payment Terms.** Sponsor will pay CSHL in accordance with the payment schedule set forth in Attachment A, including any advance payment due. All payments are to be made in United States currency by wire transfer to TD Bank, Account Number: 793-009-4086, Account Name: Cold Spring Harbor Laboratory, or by check payable to "Cold Spring Harbor Laboratory" and sent to the address in Section 11.4.

4. Records and Reports

- 4.1. **Project Records.** Principal Investigator will maintain records of the results of the Sponsored Research. CSHL will maintain records of the use of the funds provided by Sponsor and upon reasonable notice will make such records available to Sponsor during CSHL's normal business hours, but not more frequently than once each calendar year.
- 4.2. **Reports.** Principal Investigator will provide Sponsor with reports of the progress and results of the Sponsored Research, as detailed in Attachment A.
- 4.3. **Confidentiality.** Sponsor will maintain all Project Records and Reports and any other unpublished information (whether oral or written) as Confidential

Information. In order to preserve the patentability of CSHL Intellectual Property, Sponsor will not disclose any unpublished information to any third party without CSHL's prior written approval.

5. Publication

- 5.1. Publication of Research Results.** It is anticipated that the results of the Sponsored Research will be published in peer reviewed scientific journals and will be presented at scientific meetings. Scientists at both CSHL and Sponsor will be expected to treat matters of authorship and acknowledgement in a collaborative spirit, and in a manner which fosters cooperation and communication. The Publishing Party, as defined in 5.3 below, will acknowledge the other party as appropriate and include the other party's employees as co-authors in accordance with scientific custom, in any publication or presentation of results of the Sponsored Research.
- 5.2. No Prior Approval.** Sponsor recognizes that part of CSHL's mission is to publish and disseminate the results of its research, including sponsored projects. Consistent with this goal, CSHL and its employees and students may publish the results of the Sponsored Research without prior approval by Sponsor, but subject to Review Rights provided in Section 5.3.
- 5.3. Review Rights.** In the event either party desires to publish research results obtained in the course of conducting research under this Agreement, then that party ("Publishing Party") will provide the other party ("Reviewing Party") with a copy of any proposed disclosure thirty (30) days before the proposed date of disclosure, for review and comment by an authorized representative of the other party. Within thirty (30) days of receiving any proposed publication, or ten (10) business days of receiving any proposed abstract, the Reviewing Party may reasonably require its confidential trade secret or other proprietary information to be removed from the proposed publication or abstract, and also may request that disclosure be delayed to permit the filing of patent applications. Publication will not be delayed for more than 90 days from the time a proposed disclosure has been received by the Reviewing Party.

6. Intellectual Property and Materials

- 6.1. Collaboration Intellectual Property.** Collaboration Intellectual Property means any technical, scientific or other know-how and information, including technology, methods, processes, computer programs, data and results ("Know-how") and Invention made under this Agreement, and any patent rights that arise in connection with performance of this Agreement.
- 6.2. Invention.** Invention means any discovery, concept or idea, whether or not patentable, conceived or first reduced to practice in whole or in part in performance of this Agreement.
- 6.3. Background Intellectual Property and Materials.** Background Intellectual Property and Materials means any know-how and substances provided to the other party for use in the Sponsored Research and any other intellectual property owned by either party and used in performance of the Sponsored

Research.

6.4. **Ownership**

- (A) **Background Intellectual Property and Materials.** Each party will retain ownership of its Background Intellectual Property and Materials.
- (B) **Inventions.** Ownership of Inventions will be determined according to U.S. patent law. CSHL will own any Invention first conceived solely by its employees, students or agents in performance of this Agreement (“CSHL Invention”). Sponsor will own any Invention first conceived solely by its employees, students or agents in performance of this Agreement (“Sponsor Invention”). Any Invention jointly conceived by employees, students or agents of both parties will be jointly owned (“Joint Invention”).
- (C) **Purchased Equipment and Material.** CSHL will fully own any equipment, animals, or any other materials acquired with funds provided under this Agreement. Any such equipment, animals, or materials will remain the property of CSHL after termination of this Agreement.
- (D) **Tangible Research Property.** Tangible research property includes, but is not limited to, prototypes, biological materials, samples, lab notebooks, data, research results, drawings and documents created or acquired under this Agreement (“Tangible Research Property”). Each party will retain ownership of any Tangible Research Property that is developed or made solely by employees, students and agents of each party, with the exception of Tangible Research Property that is expressly specified as a Deliverable under this Agreement. Each party will retain the right to use and distribute copies of all Deliverables for its own educational and research purposes.

6.5. Disclosure. Each party will promptly disclose to the other party in writing any Invention developed under this Agreement that would reasonably be considered as patentable or having value, either commercially or for purposes of conducting the Sponsored Research (“Invention Disclosure”).

6.6. **Patent Filing and Prosecution.**

- (A) **Sole Inventions.** CSHL may elect to file and prosecute a patent application on any CSHL Invention (“CSHL Patent Rights”). CSHL will be responsible, at its sole expense and discretion, for the preparation, filing, prosecution and maintenance of CSHL Patent Rights, unless otherwise agreed by CSHL. Sponsor may elect to file and prosecute a patent application on any Sponsor Invention (“Sponsor Patent Rights”). Sponsor will be responsible at its sole expense and discretion, for the preparation, filing, prosecution and maintenance of Sponsor Patent Rights.
- (B) **Joint Inventions.** CSHL may elect to file and prosecute a patent application on any Joint Invention (“Joint Patent Rights”). CSHL will be responsible, at its sole expense, for the preparation, filing, prosecution and maintenance of CSHL Patent Rights, unless otherwise agreed by

CSHL. To manage Joint Patent Rights, CSHL will select and use patent counsel that is reasonably acceptable to Sponsor, and will provide Sponsor with a reasonable opportunity to provide comments on and make requests of CSHL concerning the preparation, filing, prosecution and maintenance of Joint Patent Rights. Sponsor agrees to reasonably cooperate with CSHL in the prosecution and maintenance of all Joint Patent Rights, including without limitation, providing patent counsel with data and other information as appropriate.

7. Option and License for CSHL and Joint Inventions

- 7.1. Non-exclusive License for Sponsor's Internal Use.** CSHL hereby grants to Sponsor a perpetual, non-revocable, royalty free, non-exclusive world-wide research license for all of its internal research and development purposes, without the right to sublicense, to CSHL's rights in all CSHL Inventions.
- 7.2. Option for Commercial Use.** For each CSHL Invention and Joint Invention, Sponsor will have the option, for a period of sixty (60) days from Sponsor's receipt of a filed patent application, to elect to negotiate for a commercially reasonable, royalty bearing, exclusive or non-exclusive, world-wide license to CSHL's rights in such Invention to make, have made, use, lease, sell, import and export products embodying or produced through the use of such Invention. CSHL and Sponsor will negotiate in good faith to determine the terms of such license agreement. If Sponsor and CSHL fail to execute a license agreement within six (6) months after Sponsor's exercise of the Option, CSHL will be free to license the Invention to any party upon such terms as CSHL deems appropriate, subject to the non-exclusive license granted to Sponsor under Section 7.1 or Sponsor's rights in any Joint Invention, without any further obligation to Sponsor.
- 7.3. Exclusive License for Commercial Use under Sponsor's Option.** Any exclusive license to Sponsor arising from Sponsor's exercise of the Option for Commercial Use under Section 7.2 will be granted by a separate license signed by the parties, and will include at least the following terms and conditions:
- (A) An appropriate field of use.
 - (B) Mutually agreeable and commercially reasonable license fees and royalties (based on customary royalty rates within the pharmaceutical industry for a comparable invention at a comparable stage of development).
 - (C) Mutually agreeable and commercially reasonable minimum royalties and/or other diligence provisions to ensure development and commercialization of the Inventions (based on customary diligence obligations within the pharmaceutical industry for a comparable invention at a comparable stage of development).
 - (D) Identification and retention of a mutually agreeable legal representative for filing, prosecution and maintenance of any patent application or patents arising from the Invention.
 - (E) Retention by CSHL of a non-commercial, royalty-free right to use the

Invention for all its teaching, research or other educational or academic purposes, including academic collaborations, and also any rights reserved to the United States government under Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212.

- (F) Indemnification of CSHL for claims against CSHL based on any action or omission of Sponsor or its sublicensees under the exclusive license agreement.

7.4. Reserved Rights of the United States Government. Any license granted to Sponsor under Section 7 will be subject to any applicable reserved rights of the United States government, including reserved rights under Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212, and relevant regulations.

8. Use of Name.

8.1. No Advertising. Neither party will use the name, trademark or any other proprietary mark of the other party in any promotional materials or advertising, or for any other commercial purpose without the prior express written permission of the other party.

8.2. Acknowledgement. CSHL may acknowledge Sponsor's funding of this Sponsored Research in scientific publications and in listings of sponsored research projects. Sponsor may acknowledge CSHL's participation in this Sponsored Research in scientific publications and in listings of sponsored research projects.

9. Termination

9.1. By Either Party. This Agreement may be terminated by either party upon occurrence of any of the following events:

- (A) If a substitute Principal Investigator has not been designated within sixty (60) days after the original Principal Investigator ceases his or her services under this Agreement, either party may terminate this Agreement upon written notice thereof to the other party.
- (B) Upon written notice to the other party, effective immediately, if the other party breaches any of the terms or conditions of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of the breach.
- (C) Upon written notice to the other party, effective immediately, in the event the other party materially breaches this Agreement and such breach cannot be cured by the breaching party.
- (D) In the second or subsequent years, for any reason upon ninety (90) days prior written notice to the other party

10. Effects of Termination

10.1. Payment for Ongoing Costs. In the event this Agreement terminates before its stated term for any reason, CSHL will be entitled to retain its reasonable costs to complete work in progress from any payments made by Sponsor before termination. Such reasonable costs include, without limitation:

- (A) All costs incurred before CSHL receives or issues notice of termination, including costs for all non-cancellable commitments CSHL incurs before receiving or issuing a notice of termination;
- (B) Continued salary support under this Agreement for each student and faculty member to complete work in progress.
- (C) All fringe and indirect costs included in payments made by Sponsor attributed to CSHL's reasonable.

10.2. Final Accounting for Costs. In the event of termination, CSHL will submit a final report of all costs incurred and all funds received under this Agreement within sixty (60) days after the effective termination date. If payments received from Sponsor exceed all costs incurred, as well as any additional ongoing costs under Section 10.2, CSHL will reimburse Sponsor for the excess within 30 days of submitting the final report. If costs already incurred by CSHL, including costs for all non-cancellable commitments exceed all payments received from Sponsor, Sponsor will pay CSHL for the excess within 30 days of receiving the final report.

10.3. Purchased Equipment and Material. Any equipment, laboratory animals, or any other materials made or acquired with funds provided under this Agreement will remain the property of CSHL.

10.4. Survival. Expiration or termination of this Agreement will not affect the rights and obligations of the parties accrued before expiration or termination. The following sections of this Agreement will survive expiration or termination of the Agreement:

- 5. Publication
- 6. Intellectual Property and Materials
- 7. Option and License for CSHL and Joint Inventions
- 8. Use of Name
- 11. Limitations
- 12. Indemnification
- 13. Confidentiality
- 15. General Provisions
- 16. Definitions

11. Limitations

11.1. Disclaimer of Warranties. CSHL makes no express or implied warranties as to any matter arising out of or relating to this agreement, including without limitation, warranties with respect to the conduct, completion, success or particular results of the Sponsored Research, or the condition, ownership, merchantability, or fitness for a particular purpose of the Sponsored Research, or use of any CSHL Intellectual Property.

11.2. Limitation of Liability. Except as expressly provided by this

Agreement, neither CSHL nor Sponsor will be liable for any direct, indirect or consequential loss or damage suffered by the other party, or by any third party, arising from performance of this Agreement, unless such loss or damage arises from CSHL's or Sponsor's willful misconduct, gross negligence or material breach of this Agreement.

12. Indemnification

12.1. Indemnification. Sponsor will indemnify, defend and hold harmless CSHL, the Principal Investigator and any of CSHL's faculty, students, employees, trustees, officers, affiliates and agents (hereinafter referred to collectively as the "Indemnified Persons") from and against any and all liability, claims, lawsuits, losses, damages, costs or expenses (including attorneys' fees), which the Indemnified Persons may hereafter incur, or be required to pay as a result of Sponsor's use of the results of Sponsored Research or use of any CSHL Intellectual Property. CSHL will notify Sponsor upon learning of the institution or threatened institution of any such liability, claims, lawsuits, losses, damages, costs and expenses and CSHL will cooperate with Sponsor in every proper way in the defense or settlement thereof at Sponsor's request and expense.

13. Confidentiality

13.1. Treatment of Confidential Information. Except as expressly authorized by this Agreement, or otherwise agreed to in writing by the parties, for the term of this Agreement and for three (3) years thereafter, each party receiving ("Recipient") any Confidential Information of the other party ("Disclosing Party") will keep such Confidential Information as confidential. Each party will use reasonable efforts to safeguard the confidentiality of the other party's Confidential Information, and will require its employees, students and associates to comply with such obligation of confidentiality.

13.2. Exceptions to Restrictions. The confidentiality obligations under Section 13 do not and will not apply to:

- (A) Information that at the time of disclosure by the Disclosing Party was already generally available to the public, or thereafter, becomes generally available to the public through publication, including publication as authorized under this Agreement, or otherwise, through no fault of the Recipient;
- (B) Information that Recipient can show by written record was in its possession at the time of disclosure and was not acquired directly or indirectly from the Disclosing Party;
- (C) Information that Recipient can demonstrate was rightfully received from a third party without any obligation of confidentiality to that third party and was not acquired directly or indirectly from the Disclosing Party;
- (D) Information that as can be documented by written record is developed independently by Recipient without reference to or reliance upon

Confidential Information received from the Disclosing Party; and,

- (E) Information that is disclosed by the Recipient in order to comply with the requirements of applicable law, governmental regulation, or subpoena, provided that the Recipient gives the Disclosing Party prior written notice of such disclosure and cooperates with efforts the Disclosing Party takes to prevent or limit such disclosure.

14. Compliance with Laws

- 14.1. Export Controls.** CSHL complies with all applicable laws and regulations, including where applicable, federal export control regulations. Many of CSHL's employees and students are residents of foreign countries, including individuals who may be involved in conducting the Sponsored Research. CSHL does not screen its employees and students based on nationality. In most situations, CSHL relies on the fundamental research exclusion from export control laws, but makes no representation as to whether Sponsor's conveyance of information or material to CSHL under this Agreement would be covered by the export control laws. Each party agrees that before knowingly providing the other with export-controlled materials or data, it will provide written notice, including a description of the materials or data, and, if known, the appropriate ECCN (Export Control Classification Number) or MCL (Munitions Control List). No such material will be shared without prior written approval.

15. General Provisions

- 15.1. Assignment.** Except as expressly provided by this Agreement, neither Sponsor nor CSHL may assign this Agreement, or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, except that each party may assign this Agreement without such consent to any Affiliate, or in connection with a merger, consolidation, sale or assets or stock to any purchaser of or successor to substantially all of the business to which this agreement relates.
- 15.2. Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- 15.3. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.
- 15.4. Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all previous agreements, whether written or oral, regarding its subject matter. This Agreement may be amended only by a written instrument executed by duly authorized representatives of both parties.
- 15.5. Force Majeure.** Neither party will be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including, without limitation, labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, failure of utilities, disease, or

other similar occurrences.

- 15.6. Governing Law.** This Agreement will be construed and governed in accordance with the laws of the State of New York, without giving effect to choice of law rules that might direct the application of the laws of any other jurisdiction.
- 15.7. Headings.** Paragraph headings are for convenience only and do not form a part of this Agreement.
- 15.8. Incorporation.** All Exhibits or Appendices identified in Section 15 and attached to this Agreement are incorporated into this Agreement.
- 15.9. Notices Must Be in Writing.** All notices and other communications required or permitted under this Agreement must be in writing and sent to the party at that party's address as set forth below:

If to CSHL:

Cold Spring Harbor Laboratory
One Bungtown Road
Cold Spring Harbor, New York 11724
Attention: Office of Technology Transfer

with a copy to:

Cold Spring Harbor Laboratory
One Bungtown Road
Cold Spring Harbor, New York 11724
Attention: Office Sponsored Programs

If to Sponsor:

15.10. Relationship of the Parties. The relationship of CSHL and Sponsor established by this Agreement is that of independent contractors. Nothing in this Agreement will be construed to create a relationship of employment, agency, partnership or joint venture, or allow either CSHL or Sponsor to create or assume any obligation on behalf of the other party.

15.11. Representations. Each party represents to the other party that:

- (A) It is duly incorporated, validly existing and in good standing in every jurisdiction in which a license, authorization or qualification is required for it to perform its obligations under this Agreement.
- (B) It has taken all necessary actions on its part to authorize the execution, delivery and performance of the obligations undertaken in this Agreement, and no other authorization or consent is required with respect to those obligations.
- (C) This Agreement is a legal, valid and binding obligation of it, and

enforceable in accordance with the terms of this Agreement.

- (D) It is not under any obligation to any person, or entity, contractual or otherwise, that would prohibit it from entering into and performing this Agreement, or that would conflict with this Agreement
- (E) It will comply with all laws, regulations and other legal requirements applicable to its performance of its obligations under this Agreement.

15.12. Severability. If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable. The parties will negotiate in good faith to replace any provision held invalid or unenforceable with another provision that legally reflects the originally intended objectives of the parties as closely as possible.

15.13. Waiver. To be effective, any waiver of a condition, term or provision of this Agreement must be in writing by the party waiving compliance. A waiver by either party of a breach or violation of any provision of this Agreement, or a delay or failure to require performance of any provision, will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or of any other provision of this Agreement, and will not prevent the waiving party from enforcing any other provision of this Agreement.

16. Definitions

16.1. Affiliate. Affiliate means any corporation or other legal entity that is controlled by, controls, or is under common control with either Sponsor or CSHL. Control, for the purpose of this definition, means any of the following: (i) direct or indirect beneficial ownership of more than fifty percent (50%) of the voting stock of such entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction), (ii) fifty percent (50%) or greater interest in the income of such entity, (iii) fifty percent (50%) or greater management control over a joint venture; or (iv) any other relationship that, in fact, constitutes actual control.

16.2. Confidential Information. Confidential Information of a party means all information, including proprietary information regarding such party's technology, products, business or objectives, that has been communicated to the other party under this Agreement either in writing marked "Confidential" or, if disclosed orally, has been reduced to writing and marked "Confidential" within thirty (30) days of oral disclosure.

17. Attachments

The following attachments are part of this Agreement.

The parties consider this Agreement to be executed by their duly authorized representatives identified below on the Effective Date.

Cold Spring Harbor Laboratory

[Sponsor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have read and agree
to the responsibilities of
the Principal Investigator:

By: _____

Date: _____

Attachment A
Summary of Sponsored Research

Work Scope – SEE Attachment B

Principal Investigator

Representative of Sponsor

1) Name:

2) Phone Number:

Period of Performance

Report Schedule

Final report within thirty (30) days after termination

Budget – SEE Attachment C

Invoice and Payment Schedule

| Date Payment Due | Amount of Payment Due |
|-------------------------|------------------------------|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |