

## **LICENSE INSTRUCTIONS**

This License Agreement is to a work of authorship characterized as “*Methods to Produce Clinical-Grade Human Induced Pluripotent Stem Cells and Differentiated Progeny*” by William Lowry and Saravanan Karumbayaram, assigned to The Regents, and includes standard operating procedures for the administration, material management, equipment, manufacturing, and quality assurance procedures for the derivation of human induced pluripotent stem cells (hiPSCs).

If you are a **non-for-profit institution that would like to license this work for internal academic research purposes**, please print out two (2) copies of this document, complete, sign, and return both to our office at:

UCLA Office of Intellectual Property  
11000 Kinross Avenue Ste 200  
Los Angeles, CA 90095-1406  
Attn: Ready to Sign Application Director

Both copies will be signed and one (1) copy will be returned to you for your records.

For all other licensing inquiries please contact the following individual:

Benjamin Dibling, Ph.D.  
Technology Licensing Officer  
Direct Line: 310-794-3576  
Email: [benjamin.dibling@research.ucla.edu](mailto:benjamin.dibling@research.ucla.edu)

**NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**AND**

**LICENSEE:** \_\_\_\_\_

**FOR**

***UCLA Case No. 2012-214-1: “Methods to Produce Clinical-Grade Human Induced Pluripotent Stem Cells and Differentiated Progeny”***

**NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT**  
**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
RECITALS.....	1
1. DEFINITIONS.....	1
2. GRANT.....	2
3. INTENTIONALLY LEFT BLANK.....	2
4. DILIGENCE.....	3
5. COPYRIGHT INFRINGEMENT.....	3
6. LIFE OF THE AGREEMENT.....	3
7. TERMINATION BY THE REGENTS.....	3
8. TERMINATION BY LICENSEE.....	4
9. COPYRIGHT MARKING.....	4
10. USE OF NAMES AND TRADEMARKS.....	4
11. LIMITED WARRANTY.....	4
12. INDEMNIFICATION.....	5
13. LIMITATION OF LIABILITY.....	5
14. NOTICES.....	5
15. ASSIGNABILITY.....	6
16. WAIVER.....	6
17. FAILURE TO PERFORM.....	6
18. GOVERNING LAW.....	6
19. GOVERNMENT APPROVAL.....	7
20. COMPLIANCE WITH LAWS.....	7
21. FORCE MAJEURE.....	7
22. CONFIDENTIALITY.....	7
23. MISCELLANEOUS.....	8
24. COUNTERPARTS AND EXECUTION.....	9
APPENDIX A (REGENTS' COPYRIGHT RIGHTS)	
APPENDIX B (LICENSEE CONTACT INFORMATION)	

## NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT

THIS NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT and the attached Appendices A and B (collectively, the “**Agreement**”) is made and is effective this \_\_\_\_\_ (the “**Effective Date**”) between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (“**The Regents**”), a California corporation having its corporate offices located at 1111 Franklin Street, Oakland, California 94607-5200, acting through The Office of Intellectual Property and Industry Sponsored Research of the University of California, Los Angeles, located at **11000 Kinross Avenue, Suite 200, Los Angeles, CA 90095-1406**, and \_\_\_\_\_ (“**Licensee**”), a \_\_\_\_\_ corporation having a principal place of business at \_\_\_\_\_.

### **RECITALS**

WHEREAS, a certain work of authorship generally characterized as

- 1) **UCLA Case No. 2012-214-1**: *“Methods to Produce Clinical-Grade Human Induced Pluripotent Stem Cells and Differentiated Progeny”*

(the “**Work**”), was made in the course of research at the University of California, Los Angeles by William Lowry and Saravanan Karumbayaram (collectively the “**Authors**”) and claimed in Regents' Copyright Rights as defined below;

WHEREAS, Authors are employees of The Regents and as such are obligated to assign their right, title and interest in and to the Work to The Regents;

WHEREAS, Licensee desires to use Work for internal academic research purposes;

WHEREAS, The Regents wishes that Regents' Copyright Rights be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public.

The parties agree as follows:

### **1. DEFINITIONS**

- 1.1 “**Derivative Work(s)**” shall mean any revision, enhancement, modification, translation, abridgement, condensation, or expansion created by Licensee that is based upon the Work or a portion thereof that would be a copyright infringement if prepared without the authorization of the copyright owners of the Work or portion thereof.
- 1.2 “**Field of Use**” means for internal academic research purposes.
- 1.3 “**License**” has the meaning set forth in Paragraph 2.1 of this Agreement.

- 1.4 **“Licensed Product”** means any work or a derivative covered by Regents' Copyright Rights or whose use, manufacture, performance, production, reproduction, display, distribution, import, offer for sale, or sale would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement, or contributory infringement, of any work covered within Regents' Copyright Rights. If the Licensed Product is a component of another product or work, such product or work is deemed to be the Licensed Product for purposes of this Agreement.
- 1.5 **"Regents' Copyright Rights"** means The Regents' interest in any of the works listed in Appendix A attached to this Agreement and assigned to The Regents (UCLA Case No 2012-214-1).

## 2. GRANT

- 2.1 Subject to the limitations set forth in this Agreement, The Regents hereby grants to Licensee a non-exclusive license (the **“License”**) under Regents' Copyright Rights, in jurisdictions where Regents' Copyright Rights exist, to **reproduce or display** the Licensed Products in the Field of Use to the extent permitted by law. The Licensee will not reproduce or display the Licensed Products outside the Field of Use. No rights are hereby granted to make any Derivative Works or to distribute the Works. Licensee has no right to grant sublicenses.
- 2.2 The License is subject to all the applicable provisions of any license to the United States Government executed by The Regents and is subject to any overriding obligations to the United States Federal Government under 35 U.S.C. §§200-212 and applicable governmental implementing regulations. The license to the US Government provides in OMB Circular A-110 at Paragraph 36(a) a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- 2.3 The Regents expressly reserves the right to: (a) use Regents' Copyright Rights and associated technology for educational and research purposes, clinical research, and research sponsored by commercial entities, (b) publicly disclose research results, and (c) allow other non-profit research institutions to use Regents' Copyright Rights and associated technology for the same purposes as (a) and (b).
- 2.4 Except as set forth in this Agreement, Licensee shall not (i) remove any copyright or other proprietary notices on or in any copies of the Licensed Products; or (ii) modify, adapt, or translate the Licensed Products. Licensee agrees to restrict use of the Licensed Products only to Licensee's employees and students who require access to it for purposes of Licensee's use of the Licensed Products, and further agrees to take all reasonable steps necessary to prevent any use, modification, duplication or transfer of the Licensed Products in any manner inconsistent with the terms of this Agreement, unless expressly agreed to in writing by The Regents.
- 2.7. Licensee may make one (1) copy of the Licensed Products for backup purposes only, and may make a limited number of other copies but only to the extent necessary to support Licensee's authorized use of the Licensed Products in the Field of Use. Licensee agrees to reproduce on any such copies all of the Regents' proprietary notices contained in the Licensed Products and its associated media as set forth in Article 9 (COPYRIGHT MARKING).

## 3. INTENTIONALLY LEFT BLANK

#### 4. DILIGENCE

- 4.1 Licensee will obtain all necessary governmental approvals in each country for the use, manufacture, performance, production, reproduction, display, distribution, sale or import of Licensed Products.

#### 5. COPYRIGHT INFRINGEMENT

- 5.1 In the event that The Regents (to the extent of the actual knowledge of the licensing professional responsible for the administration of this Agreement) or Licensee learns of infringement of potential commercial significance of any copyright licensed under this Agreement, the knowledgeable party will provide the other (i) with written notice of such infringement and (ii) with any evidence of such infringement available to it (the “**Infringement Notice**”). Both The Regents and Licensee will use their diligent efforts to cooperate with each other to terminate such infringement without litigation.
- 5.2 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party who initiated the suit (unless such suit is being jointly prosecuted by the parties).
- 5.3 Any litigation proceedings will be controlled by the party bringing the suit, except that The Regents may be represented by counsel of its choice in any suit brought by Licensee.

#### 6. LIFE OF THE AGREEMENT

- 6.1 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement is in force from the Effective Date recited on page one and remains in effect for three (3) years.
- 6.2 Any expiration or termination of this Agreement will not affect the rights and obligations set forth in the following Articles:

Article 1	DEFINITIONS;
Article 9	COPYRIGHT MARKING;
Article 10	USE OF NAMES AND TRADEMARKS;
Article 11	LIMITED WARRANTY;
Article 12	INDEMNIFICATION;
Article 13	LIMITATION OF LIABILITY;
Article 17	FAILURE TO PERFORM;
Article 18	GOVERNING LAW; and
Article 22	CONFIDENTIALITY.

#### 7. TERMINATION BY THE REGENTS

- 7.1 If Licensee violates or fails to perform any material term of this Agreement, then The Regents may give written notice of the default (“**Notice of Default**”) to Licensee. If Licensee does not repair the default within sixty (60) days after the effective date of the Notice of Default (“**Period to Cure**”), then The Regents has the right to terminate this Agreement and the License by a second written notice (“**Notice of Termination**”) to Licensee. If The Regents sends a Notice of Termination to Licensee, then this Agreement automatically terminates on the effective date of this notice. Termination does not relieve Licensee of its obligation to pay any monies owed at the time of the Termination Effective Date, and does not impair any accrued right of The Regents.

## 8. TERMINATION BY LICENSEE

- 8.1 Licensee has the right at any time to terminate this Agreement in whole or with respect to any portion of Regents' Copyright Rights by giving written notice to The Regents. This notice of termination will be subject to Article 14 (NOTICES) and will be effective ninety (90) days after the effective date of the notice ("**Termination Effective Date**").
- 8.2 Any termination in accordance with Paragraph 8.1 does not relieve Licensee of any obligation or liability accrued prior to termination. Nor does termination rescind anything done by Licensee or any payments made to The Regents prior to the effective date of termination. Termination does not affect in any manner any rights of The Regents arising under this Agreement prior to termination.

## 9. COPYRIGHT MARKING

- 9.1 Licensee must mark all Licensed Products produced, reproduced, displayed, or performed under the terms of this Agreement, or their containers, in accordance with the applicable copyright marking laws. **© 2011 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. ALL RIGHTS RESERVED.**

## 10. USE OF NAMES AND TRADEMARKS

- 10.1 Licensee will not use any name, trade name, trademark or other designation of The Regents' or its employees (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activity. Unless required by law or as set forth in this Agreement, Licensee is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activity, without written permission of The Regents.

## 11. LIMITED WARRANTY

- 11.1 The Regents warrants that it has the lawful right to grant this license to Licensee.
- 11.2 This License and the associated Work are provided **WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REGENTS MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT.**
- 11.3 Nothing in this Agreement will be construed as:
- 11.3a A warranty or representation by The Regents as to the validity or scope of any Regents' Copyright Rights.
  - 11.3b A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights or trademarks of third parties.
  - 11.3c Obliging The Regents to bring or prosecute actions or suits against third parties for patent, copyright or trademark infringement except as provided in Article 5 (COPYRIGHT INFRINGEMENT).

- 11.3d Conferring by implication, estoppel or otherwise any license or rights under any copyrights of The Regents other than Regents' Copyright Rights as defined herein, regardless of whether such copyrights are dominant or subordinate to Regents' Copyright Rights.
- 11.3e Obligating The Regents to furnish any know-how not provided in Regents' Copyright Rights.

## 12. INDEMNIFICATION

- 12.1 Licensee will, and will require its Sublicensees to, indemnify, hold harmless and defend The Regents, The Regents' officers, employees, and agents, the sponsors of the research that led to the Work, the authors of the Work and their respective employers from and against any and all liability, claims, suits, losses, damages, costs, fees and expenses resulting from or arising out of exercise of this Agreement. Indemnification includes but is not limited to products liability. If The Regents, in its sole discretion, believes that there will be a conflict of interest or it will not otherwise be adequately represented by counsel chosen by Licensee to defend The Regents in accordance with this Paragraph 12.1, then The Regents may retain counsel of its choice to represent it, and Licensee will pay all expenses for such representation.
- 12.2 The Regents shall notify Licensee in writing of any claim or suit brought against The Regents in respect of which The Regents intends to invoke the provisions of this Article 12 (INDEMNIFICATION). Licensee shall keep The Regents informed on a current basis of its defense of any claims under this Article 12 (INDEMNIFICATION).

## 13. LIMITATIONS OF LIABILITY

- 13.1 **THE REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF THE WORK OR LICENSED PRODUCTS. THE REGENTS WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 14. NOTICES

- 14.1 Any notice, progress report, royalty report or payment required to be given to either party must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice.

For Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

For The Regents: **The Regents of the University of California**  
**University of California, Los Angeles**  
**Office of Intellectual Property**  
**11000 Kinross Avenue, Suite 200**  
**Los Angeles, CA 90095-1406**

**Attention: Director of Licensing**  
**Ref: UCLA Case No. 2012-214**

- 14.2 Licensee shall furnish to The Regents the completed licensee contact information form attached hereto as “**APPENDIX B**” concurrent to execution of the Agreement and incorporated herein by this reference.

#### **15. ASSIGNABILITY**

- 15.1 This Agreement is binding upon and inures to the benefit of The Regents, its successors and assignees. This Agreement is personal to Licensee and is not assignable by Licensee without prior written permission of the Regents.

#### **16. WAIVER**

- 16.1 The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.

#### **17. FAILURE TO PERFORM**

- 17.1 If either party takes legal action against the other because of a failure of performance due under this Agreement, then the prevailing party is entitled to reasonable attorney’s fees in addition to costs and necessary disbursements.

#### **18. GOVERNING LAW**

- 18.1 **THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA**, but the scope and validity of any copyright will be governed by the applicable laws of the country of the copyright registration.

## **19. GOVERNMENT APPROVAL OR REGISTRATION**

- 19.1 If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Licensee will assume all legal obligations to do so. Licensee will notify The Regents if it becomes aware that this Agreement is subject to a United States or foreign government reporting or approval requirement. Licensee will make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process.

## **20. COMPLIANCE WITH LAWS**

- 20.1 Licensee will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder and in its use, manufacture, offer for sale, sale or import of the Licensed Products, including, but not limited to, obtaining and maintaining all necessary governmental approvals for the copying, distribution, display, performance of Licensed Products. Licensee will observe all applicable United States and foreign laws with respect to the transfer of Licensed Products and related technical data and the provision of services using Licensed Products to foreign countries, including and without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations. Licensee will manufacture Licensed Products in compliance with all applicable government importation laws and regulations of a country into which Licensed Products are imported.

## **21. FORCE MAJEURE**

- 21.1 Except for Licensee's obligation to make any payments to The Regents hereunder, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control that render their performance impossible or onerous, including, but not limited to: accidents (environment, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terrorism; strike; and war.
- 21.2 Either party to this Agreement, however, will have the right to terminate this Agreement upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this Agreement due to any of the causes specified in Paragraph 21.1 for a period of one (1) year.

## **22. CONFIDENTIALITY**

- 22.1 If either party discloses confidential information to the other party, the disclosing party will designate this information as confidential by appropriate legend or instruction and the receiving party will:
- 22.1a Use the same degree of care to maintain the secrecy of the confidential information as it uses to maintain the secrecy of its own information of like kind.
- 22.1b Use the confidential information only to accomplish the purposes of this Agreement or for audit or management purposes.
- 22.2 Neither party will disclose confidential information received from the other party except to its employees, customers, distributors and other agents who are bound to it by similar obligations of confidence and only as required to accomplish the purposes of this Agreement.

- 22.3 Neither party will have any confidentiality obligation with respect to the confidential information belonging to or disclosed by the other party that:
- 22.3a the receiving party can demonstrate by written records was previously known to it;
  - 22.3b the receiving party lawfully obtained from sources under no obligation of confidentiality;
  - 22.3c is or becomes publicly available other than through an act or omission of the receiving party or any of its employees; and
  - 22.3d is required to be disclosed under the California Public Records Act, governmental audit requirement or other requirement of law.
- 22.4 The provisions of this Article 22 (CONFIDENTIALITY) will continue in effect for five (5) years after expiration or termination of this Agreement.
- 22.5 The Regents is free to release to the Authors and senior administrators employed by The Regents the terms and conditions of this Agreement. If such release is made, then The Regents shall give notice of the confidential nature and shall request that the recipient not disclose such terms and conditions to others. If a third party inquires whether a license to Regents' Copyright Rights is available, then The Regents may disclose the existence of this Agreement and the extent of the grant in Article 2 (GRANT) to such third party, but will not disclose the name of Licensee or any other negotiated terms or conditions of this Agreement, except where The Regents is required to release information under the California Public Records Act, a governmental audit requirement or other applicable law.

### 23. MISCELLANEOUS

- 23.1 The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 23.2 This Agreement is not binding upon the parties until it has been signed below on behalf of each party, in which event it becomes effective as of the date recited on page one.
- 23.3 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.
- 23.4 This Agreement and Appendix A (REGENTS' COPYRIGHT RIGHTS) embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof which continues to the extent it is not inconsistent with this Agreement.
- 23.5 If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.
- 23.6 No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than The Regents and the Licensee any rights, remedies or other benefits under, or by reason of, this Agreement.

23.7 In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

**24. COUNTERPARTS AND EXECUTION**

24.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

Both The Regents and Licensee have executed this Agreement in duplicate originals by their authorized officers on the dates written below:

**LICENSEE:**

\_\_\_\_\_

By \_\_\_\_\_  
*Signature*

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

Title \_\_\_\_\_

Date \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By \_\_\_\_\_  
*Signature*

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

Title \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX A**

### **REGENTS' COPYRIGHT RIGHTS**

Copyrighted work (**UCLA Case No. 2012-214-1**) entitled “*Methods to Produce Clinical-Grade Human Induced Pluripotent Stem Cells and Differentiated Progeny*” by William Lowry and Saravanan Karumbayaram, assigned to The Regents, and including standard operating procedures for the administration, material management, equipment, manufacturing, and quality assurance procedures for the derivation of human induced pluripotent stem cells (hiPSCs).

**APPENDIX B**  
**LICENSEE CONTACT INFORMATION**

**Licensee Name:** \_\_\_\_\_

---

**LICENSEE CONTACT:**

LAST NAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

INSTITUTION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_