

RESEARCH/TECHNOLOGY DEVELOPMENT AGREEMENT

Among

company

and

Washington Technology Center

and

University of Washington

This tri-party agreement ("Agreement") is effective on the date of the party last to sign the Agreement, by and between Washington Technology Center, ("WTC"), an economic development enterprise of the State of Washington, University of Washington ("UW"), a public institution of higher education, (working collaboratively under a memorandum of agreement) and company ("Company"), having a place of business at address, city, state, zipcode;

WTC is authorized by statute of the State of Washington to create and sponsor research opportunities for technology development at state universities, leading to an objective of high technology industry expansion and consequent job creation and retention in the state of Washington;

Company desires to sponsor and participate in technology development research ("Project") under the direction of a UW researcher ("Project Manager");

UW desires to conduct the Project and grants an option to Company to negotiate a license, should an invention be disclosed from the Project;

UW, WTC and Company desire the following: co. please recommend the particular objectives, if any, for the project covered by this agreement

NOW, THEREFORE, in consideration of the above and the mutual terms, and conditions set forth below, UW, WTC, and Company agree as follows:

1. RESEARCH PROJECT

1.1 Conduct of the Project. The UW will apply its best reasonable efforts to conduct the Project (ref. WTC 09-WTC #) described in the proposal entitled, *proposal title* dated proposal date ("Proposal"), which is incorporated by reference. Company is interested in licensing the results of the Project in the Field of Use described as target market. The Project will be carried out substantially in accordance with the project description and milestone chart contained in the Proposal. The results will be delivered to Company and WTC in the form of a final report. The Agreement may be modified in accordance with Section 3.5 under mutually acceptable terms.

1.2 Key Personnel. The Project Manager will be Principal Investigator at the UW who shall select and supervise other Project participants, as needed. Other persons can be substituted by UW for the Project Manager with approval of Company and WTC. The roster of participants is included as Attachment 1 to this Agreement.

1.3 Control of Project. Control of the Project sponsored by WTC will rest with the UW as delegated to the Project Manager. WTC and Company shall have an advisory role in the Project management. WTC

and UW, through the Project Manager, will maintain continuing communication with a designated liaison of Company, on at least a quarterly basis. Title to equipment gifted to or purchased by UW or WTC shall be owned by them under the terms of their memorandum of agreement.

1.4 Project & Funding Period. The Project Period will be from/to project period during which time this Agreement will be in force. The Project Period or the company funding period changes may be made in writing by mutual agreement in accordance with Section 3.5. WTC Funding Period will be from/to funding period.

1.5 WTC Funding. WTC has awarded funding to the Project in the amount of \$amount allocated. All funding is contingent upon sufficient appropriation from the state for WTC to fund this Project, as determined by WTC. Any increases to the WTC support may be made via a modified notice from WTC to UW without modification to this Section.

1.6 Company Funding. Company payments are intended to coincide with the project period described in Section 1.4, above. Company shall pay the fixed amount of \$co. cash matching amount consisting of a first payment of \$co. amount, followed by # of quarterly payments equal quarterly payments of \$quarterly payment amount each. The first payment is due at the start date of the project period and the remaining payments are due at each three-month interval following the start date of the project period. The initial payment shall be made upon execution of this Agreement (effective date), and will consist of the first payment and any quarterly payments that may have come due. Thereafter, the regular quarterly payment schedule will be followed. Company's checks should be payable to the University of Washington and sent to University of Washington, 12455 Collections Drive, Chicago, IL 60693-0001.

1.7 In-Kind Support Commitment. In addition to cash support, Company hereby commits to provide in-kind support and to actively participate in the technical and business development goals of the Project. Company in-kind commitment is derived from the Letter of Commitment, which was submitted with the Proposal, or as modified and subsequently communicated to WTC.

2. PROPRIETARY RIGHTS

2.1 Definitions.

2.1.1 Company Personnel means any and all technical or other personnel (who may or may not be affiliated with Company) who are designated or used by Company to perform, render, or supervise any services, research, or assistance related to the Project, and who have obligations to assign their rights in proprietary matters to Company. For the purposes of this Agreement, a person cannot be characterized as both UW Personnel and Company Personnel with respect to the Project.

2.1.2 UW Personnel means any and all technical or other personnel (who may or may not be affiliated with UW as faculty, students, pre- or post- doctoral candidates, fellows, scientists, or other employees) who are designated or used by UW to perform, render, or supervise any services, research, or assistance related to the Project, including the Project Manager.

2.1.3 Intellectual Property shall include any utility and design patents and patent applications, design registrations, utility models and similar rights and related applications, technical information, semiconductor chip registrations, source code, object code, trade secrets, trademarks, know-how, technology, copyright rights, patented designs and processes, improvements, techniques, algorithms, formulae, hybridoma cell lines, nucleic acid sequences, amino acid sequences, data, computer programs, and all other proprietary information developed in the course of, and as a direct result of the Project, including unpatented, unpatentable, and/or uncopyrightable information.

2.1.3.1 **UW Intellectual Property** means any Intellectual Property authored, conceived, and inventively reduced to practice solely by UW Personnel. Intellectual Property developed as a result of the Project by UW Personnel who are also consultants of Company shall belong to UW and shall be included as UW Intellectual Property.

2.1.3.2 **Company Intellectual Property** means any Intellectual Property authored, conceived, and inventively reduced to practice solely by Company Personnel. Intellectual Property developed as a result of the Project by UW Personnel who are consultants of Company shall be included as UW Intellectual Property.

2.1.3.3 **Joint Company-UW Intellectual Property** means any Intellectual Property authored, conceived, and inventively reduced to practice jointly by Company Personnel with any UW Personnel participating in the Project.

2.1.4 **Determination of Inventors/Authors.** For each Section 2.2 through 2.4 below, Company and UW agree to use existing Washington state or U.S. Federal law, including, but not limited to, U.S. patent law to determine inventorship, and U.S. copyright law to determine authorship. Company and UW agree that each party's ownership rights, if any, in Intellectual Property will derive from contributions made by UW Personnel and/or by Company Personnel. Consistent with U.S. Patent Law, ownership interest in Joint Company-UW Intellectual Property defined below will be an undivided interest.

2.1.5 **Background Rights** shall mean patented, patentable, unpatented, unpatentable, copyrighted, and/or uncopyrightable information, discoveries, data, processes, computer programs, source code, object code, documentation or other know-how, including but not limited to those specifically described in Attachment 2, in tangible form necessary to be employed in the Project, not arising directly from the Project, but for which the WTC or UW or Company possesses or has acquired rights based on the results of independent WTC or UW or Company efforts. Background Rights shall not include any inventions, discoveries or information if inclusion would violate any contractual obligation between the WTC and UW or between either of them and any third party.

2.1.6 **Exclusive License** shall mean a license to Company under which its rights are sole and entire and operate to exclude all others, including the WTC and UW subject to rights reserved to the United States Government (under Public Laws 96-517 and 98-620, as amended), and to the retained right of the WTC and UW to make and use for research purposes, but not to sell licensed products and licensed processes.

2.1.7 **Territory** shall mean worldwide.

2.2 **Ownership of Intellectual Property.**

2.2.1 **UW Intellectual Property.** The rights to, title of and interest in any UW Intellectual Property shall vest with UW. Company will not, by performance under this Agreement, obtain any ownership interest in UW Intellectual Property or any other proprietary rights or information of UW, its officers, inventors, employees, students, or agents, other than Company's right, title and interest in Joint Company-UW Intellectual Property. Company may exercise its "Option" under Sec. 2.4 in UW Intellectual Property.

2.2.2 **Company Intellectual Property.** The rights to, title of and interest in any Company Intellectual Property will vest with Company. UW will not, by performance under this Agreement, obtain any ownership interest in Company Intellectual Property or any other proprietary rights or information of

Company, its officers, inventors, employees or agents other than UW's right, title, and interest in Joint Company-UW Intellectual Property.

2.2.3 Joint Company-UW Intellectual Property. The rights to, title of and interest in any Joint Company-UW Intellectual Property will vest jointly with Company and UW. Company may exercise its Option in Joint Company-UW Intellectual Property as set forth below. Consistent with U.S. Patent Law, ownership interest in Joint Company-UW Intellectual Property will be an undivided interest.

2.2.4 Non-acquisition of Background Rights. No party shall acquire any ownership interest in any other party's Background Rights by performance of this Agreement.

2.3 Management of Intellectual Property. UW or its designee shall handle disclosures ("Intellectual Property Disclosure"), patent applications, and, on behalf of the UW licensing of UW Intellectual Property or Joint Company-UW Intellectual Property. Upon receipt of an Intellectual Property Disclosure from Key Personnel, UW TechTransfer will forward a copy to WTC. Within three (3) months after receipt by UW from the Project Manager or participants of a formal Intellectual Property Disclosure or copyrighted work included in UW Intellectual Property or Joint Company-UW Intellectual Property, UW shall disclose to Company, in reasonable written detail, information relating to such Intellectual Property Disclosure. Patenting and licensing decisions shall be made by UW TechTransfer in consultation with WTC pursuant to Section 2.4 and Section 2.5. Final signature of licensing agreements shall be made by UW TechTransfer. WTC will receive a copy of these agreements and acknowledge receipt within thirty days.

2.4 Technology Transfer Process

2.4.1 Option Procedure. UW grants to Company the first option ("Option"), exclusive for the period identified below, to negotiate in good faith a royalty-bearing Exclusive License for any UW Intellectual Property or Joint Company-UW Intellectual Property, and/or to the extent they are available, UW Background Rights, whereby said license will grant Company the right to make, have made, use, or sell licensed products and licensed processes in the negotiated Field of Use and Territory, on such terms and conditions as may be agreed upon by the parties in a separate license agreement.

2.4.2 Option Exercise. Company must confirm its decision to negotiate a license agreement under Section 2.4.1 by providing written notice to both the UW TechTransfer and WTC within three (3) months of the UW's mailing of the Intellectual Property Disclosure to Company pursuant to Section 2.3. By providing such notice to UW, Company also agrees that it shall reimburse UW for all reasonable and necessary costs (including attorneys' and application fees) incurred prior to or during the Option Period to apply for, prosecute, enforce, and maintain UW Intellectual Property or Joint Company-UW Intellectual Property. Within thirty (30) days of its receipt of UW's invoice for reimbursable expenses, Company shall deliver to UW payment in the amount of such invoice.

2.4.3 License Negotiation. In the event that Company exercises its option to negotiate, UW and Company shall have three (3) months following Company's notice of interest ("Option Period") in which to negotiate in good faith the mutually agreeable terms and conditions of a license agreement.

2.4.4 Commercialization Obligations. Rapid commercialization is the goal of this Project. Commercialization milestones shall be defined at the time a license agreement is negotiated. Normally, WTC will expect Project results to be implemented within two (2) years of the completion of the Project.

2.4.5 Termination of Option. If a license agreement has not been executed within the Option Period, then the conditions under Section 2.4 will terminate. At that point, UW may choose either to (a) extend the Option Period, or (b) be free to enter into negotiations with other parties. In the latter case, UW may continue negotiations with Company, but is not obligated to do so.

2.4.6 Agreement to Insure. On projects where any UW-related intellectual property might lead to a "high risk" product or process, the license agreement, when negotiated, shall be conditional on Company's ability to provide evidence to the UW and WTC of adequate liability insurance to satisfy the indemnification obligations associated with the commercialization of products or processes arising from the Project results (see Sect. 3.2).

2.5 Patent Protection. UW, in consultation with WTC (and Company, for Joint Company-UW Intellectual Property matters) may decide to file or have filed, and to prosecute or have prosecuted, one or more United States and/or foreign patent application(s) on the subject matter of any Intellectual Property Disclosure included in UW Intellectual Property or Joint Company-UW Intellectual Property. UW will prosecute each patent application of UW Intellectual Property or Joint Company-UW Intellectual Property with what it considers to be reasonable diligence to obtain the grant and issuance of a patent within a reasonable time following filing. UW, in consultation with WTC (and Company, for Joint Company-UW Intellectual Property matters), may decide to file continuation or continuation-in-part applications to protect such UW Intellectual Property or Joint Company-UW Intellectual Property and may appeal any final rejection of claims.

If Company requests University to file or have filed, and to prosecute or have prosecuted, one or more United States and/or foreign patent application(s) on the subject matter of any Intellectual Property Disclosure included in UW Intellectual Property or Joint Company-UW Intellectual Property, Company agrees that it shall reimburse UW for all reasonable and necessary costs (including attorneys' and application fees) associated with filing or prosecuting such patent applications. Within thirty (30) days of its receipt of UW's invoice for reimbursable expenses, Company shall deliver to UW payment in the amount of such invoice.

If UW chooses for any reason not to pursue patent protection for UW Intellectual Property or Joint Company-UW Intellectual Property, UW shall so notify Company. If UW determines that it has no interest in the Intellectual Property, it shall formally waive or dispose its rights to the Intellectual Property, in keeping with then current UW policies. A copy of the UW's policies on return of Intellectual Property to Inventors is provided in Attachment 3.

2.6 Proprietary Information. Company agrees to assure reasonable protection of proprietary or trade secret information to the extent that such information is disclosed to it in any form by the WTC or UW. If Company chooses to disclose its proprietary information to the Project Manager/participants during the course of the Project, arrangements to protect the information shall be made by Company with Project participants in accordance with Section 2.7.

2.7 Confidentiality. The UW, WTC and Company shall exercise reasonable care to avoid disclosing to third parties any confidential information regarding the others' Intellectual Property in written, graphic, oral or physical form, including taking measures that would avoid creating a premature bar to a US or foreign patent application. Each party will limit access to confidential information to those persons directly connected to the Project or having a need-to-know such information. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using proprietary confidential information that prudent organizations normally exercise with respect to their own property of significant value. Communications between parties carrying out the terms of this Agreement shall not be deemed public disclosures.

Proprietary information disclosed by Company during the Project requiring a higher level of confidentiality than reasonable care such as strict confidentiality shall be covered by separate agreement(s) with the Project Manager and/or participants with the concurrence of authorized representatives of UW TechTransfer, and copy to WTC.

Company proprietary information shall remain confidential, unless it is in Project Manager's and/or participants' possession before disclosure, is or becomes a part of the public domain (including an unprotected disclosure by Company to a third party) through no fault of Project Manager and/or participants, is received by Project Manager and/or participants in good faith from a third party having no duty of confidentiality, or is independently developed, by Project Manager and/or participants, outside of and not relating to this Project. WTC and UW are state entities subject to certain laws, including the public disclosure act of the state of Washington (RCW 42.17.250 et seq.). Certain information under this Agreement if required by law must be disclosed.

The duty of confidentiality with regard to information pertaining to specific UW Intellectual Property or Joint UW-Company Intellectual Property expires upon (a) the filing of a US patent application covering the Intellectual Property or (b) thirty days after the date that a decision by UW not to file a patent application covering the Intellectual Property is communicated to Company, or (c) one year after the termination of this Agreement, whichever occurs first.

2.8 Publication. UW Project Manager and/or participants reserve the right to publish the results of all research by UW Project participants under this Agreement. However, in order to protect any material of a proprietary nature arising from the sponsored work, UW shall provide Company with a copy for review of any proposed publication resulting from the Project at least thirty (30) days prior to submission for publication. At UW's discretion, the proposed publication may be delayed for up to three (3) months beyond the end of Company's thirty (30) day review period, with possible extensions at the discretion of UW. Company agrees to provide UW and WTC with an explanation for any request to delay and shall give its reasons for such delay in writing not later than the end of its thirty (30) day review period.

If Company finds portions of the publication which would reveal directly or by reasonable inference Company confidential or Company proprietary material, the Company may require the UW Project Manager and/or participants to remove or rewrite portions of the publication as necessary. If Company finds portions of the publication which would reveal directly or by reasonable inference Company competitive information (i.e., information that could alter the Company's market position or Company finds competitively sensitive) created under this Agreement, the UW Project Manager and/or participants shall exercise good faith in working with Company to meet their needs for removal or rewriting of the material identified by Company.

Company recognizes the need for the UW Project Manager and/or participants to publish and agrees to work in good faith to help Project Manager and/or participants to do so. In cases of disagreement over content in publications which cannot be resolved, Company may ask for input from the UW Departmental Chair of Project Manager and/or participants. Company recognizes that UW will have final decision authority on content in publications other than with respect to content disclosing Company confidential or Company proprietary material. Company agrees to provide UW and WTC with an explanation for any request to delay, remove, or rewrite publications, and shall give its reasons in writing not later than the end of its thirty (30) day review period. Requests containing or disclosing Company confidential or Company proprietary material shall be treated as confidential under applicable provisions of this Agreement. If Company requests a delay in publishing, UW will consider such requests in good faith. In cases not involving Company confidential or Company proprietary material, upon consideration but at UW's discretion, the proposed publication may be delayed for up to three (3) months beyond the end of

Company's thirty (30) day review period, with possible further extensions also at the discretion of UW.

3. GENERAL.

3.1 **No Use of Name/Publicity.** Any party may identify the existence of the Agreement, and the Project title. All other indications, except as consistent with government procedures or to the extent imposed by law, require advance written approval from the other parties.

3.2 **Hold Harmless and Insurance.** Each party to this Agreement agrees to defend, indemnify and hold harmless the other parties from injuries, damages and loss arising from the negligent acts and omissions of its employees, officers and agents under this Agreement. None of the parties assumes any responsibility to the other parties for any indirect or consequential damages suffered by another party to this Agreement, or by any person, firm or corporation not a party to this Agreement. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

3.3 **Export Controls.** Company understands that WTC and UW are subject to United States laws and federal regulations, including the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979, as amended), and that WTC's and UW's obligations hereunder are contingent upon compliance with applicable United States laws and regulations, including those for export control. The transfer of certain technical data and commodities may require a license from a cognizant agency of the United States Government and/or written assurances by Company that Company shall not transfer data or commodities to certain foreign countries without prior approval of an appropriate agency of the United States Government. Neither WTC nor UW represents that a license shall not be required, nor that, if required, it shall be issued.

3.4 **Termination.** Company may terminate this Agreement for any reason by giving sixty (60) days written notice to UW and WTC. In the event of such termination, UW will take all reasonable steps to cancel or reduce outstanding obligations. Company will pay its share of expenditures incurred as of the date of termination. In the case of only in-kind Company support, Company is expected to fulfill its pro-rata obligation of in-kind support up to the date of termination of the Project.

UW, after consultation with WTC, may terminate this Agreement for non-payment or for failure to meet in-kind commitments, after giving thirty (30) days written notice to Company ("Notice Period") and Company's failure to cure the default by the end of such Notice Period. Notice shall be deemed given when placed in the U.S. mail, certified or registered, to the authorized representatives indicated in Section 3.14. UW shall have no obligation to negotiate license agreements under Section 2.4, if (a) notice has been given of Company's non-payment and Company has not cured the default during the notice period, or (b) Agreement is terminated for non-payment by Company or failure to meet in-kind commitments.

In the event of termination by either party, WTC shall reduce funding to include expenditures incurred as of the date of termination via a modified notice from WTC to UW.

3.5 **Amendments.** Amendments to this Agreement must be in writing and signed by the authorized representatives identified in Section 3.14.

3.6 **Economic Impact Report.** Within thirty (30) days of the close of the Project, Company and Project Manager agree to complete an Economic Impact Report form for WTC addressing the economic impact of the Project. For a period of five (5) years after completion of the Project, WTC may make an annual request that Company and Project Manager update the form and report on the continued impact of the

Project. Company and Project Manager agree to comply within thirty (30) days after receipt of such request

3.7 Entire Agreement. This Agreement constitutes the final and complete expression of the agreement of the parties and supersedes and replaces all previous representations, understandings, or agreements, oral or written, with respect to its subject matter. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings or agreements other than those contained in this Agreement. If there is a conflict between any elements in the Attachments and this Agreement, the terms of this Agreement shall control, insofar that they do not violate University policy.

3.8 Governing Law and Jurisdiction. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Company hereby accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King or Thurston County Superior Court.

3.9 Assignment and Binding Effect. No party may transfer or assign its rights or obligations under this Agreement, except as provided herein or with the written consent of the other parties. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

3.10 Waiver. No provision of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of any parties. A waiver may only occur in writing signed by the authorized representatives identified in Section 3.14, waiving the particular provision involved. No waiver of any provision of this Agreement shall constitute waiver of any other provision or of the same provision on any other occasion.

3.11 Relationship of the Parties. WTC and UW shall perform services under this Agreement as independent contractors, and nothing contained in this Agreement shall be construed to be inconsistent with their relationship or status. Under no circumstances shall UW or WTC be considered an employee or agent of Company. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, corporate partnership, or formal business organization of any kind.

3.12 Amicable Settlement. WTC, UW, and Company agree that, in the event of a dispute between them arising from, concerning, or in any way related to this Agreement, the parties shall undertake good faith efforts to resolve the matter amicably.

3.13 Attorney's Fees. In the event an action is commenced to enforce a party's rights under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorney's fees, as determined by a court in conjunction with such legal proceedings.

3.14 Authorized Representatives. Unless otherwise specified under this Agreement, all notices, requests, or demands shall be made in writing and shall be deemed to have been made or given when delivered in person, or sent by certified United States mail, postage prepaid, addressed to the party at its address following, or at such other address as the parties subsequently may furnish to the other party by notice hereunder. UW faculty members and other research personnel are not authorized to bind the UW. The addresses of representatives who are authorized to offer, receive, or secure the authorizing replies to notices, requests or demands under this Agreement shall be:

For Technical Matters:

U of W

PI
PI Dept.
PI address
Seattle, WA 98195

Company

technical name
technical title
address
city, state, zip code

For Payment of Research Funds:

University of Washington
12455 Collections Drive
Chicago, IL 60693-0001

For Research Contract Matters:

U of W

Director
Office of Sponsored Programs
Box 354945
Seattle, WA 98195

WTC

Director of Operations
WTC
Box 352140
Seattle, WA 98195

company

contract/research name
contract/research title
address
city, state, zip code

For Confidentiality, Patenting and Licensing Matters:

U of W

Director
UW TechTransfer
Box 354990
Seattle, WA 98105

WTC

Director of Operations
WTC
Box 352140
Seattle, WA 98195

company

patents/license name
patents/license title
address
city, state, zip code

3.15 Disclaimer of Warranties. All information received from or material developed by the UW and WTC, including products, devices, equipment, models, and prototypes is preliminary in nature. Except as expressly set forth in this Agreement, UW and WTC make no representations and extend no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of any UW or WTC proprietary matter or any licensed product(s) will not infringe any patent, copyright, trademark, or other rights. UW makes no representation as to the usefulness of UW invention(s), UW patents or UW technology. If Company chooses to exploit it in any manner whatsoever, Company does so at its own risk.

3.16 Survival. Section 3, and any other provision in the Agreement which expressly survives expiration or early termination of this Agreement, shall survive in accordance with its terms.

3.17 Severability. If any of the provisions of this Agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

3.18 Non-performance. Non-performance by WTC, UW or Company shall not operate as a breach of the terms of this Agreement if due to strikes or other labor disputes or to prevention or prohibition by law, the loss or injury to products in transit, an act of God, or war or other cause beyond the control of WTC, UW or Company.

NOW, THEREFORE, agreement to the terms stated above is indicated by signatures affixed below.

For **Washington Technology Center**

For **company**

By: _____ By: _____

Chris Coleman _____ contract/research name _____

Interim Executive Director, CFO & _____ contract/research title _____

Director of Business Operations

Date: _____ Date: _____

For **University of Washington**

By: _____

_____ Lynne Chronister _____

_____ Director of Sponsored Programs _____

Date: _____

ATTACHMENTS:

- (1) Roster of Project Participants
- (2) List of Background Rights & Other Patents/Copyrights Pending
- (3) Policy on Return of UW Intellectual Property
- (4) RTD Proposal

Attachment 1

ROSTER OF PARTICIPANTS

UNIVERSITY PARTICIPANTS:

COMPANY PARTICIPANTS:

Attachment 2

LIST OF BACKGROUND RIGHTS

UNIVERSITY BACKGROUND RIGHTS:

COMPANY BACKGROUND RIGHTS:

Attachment 3

UW Policy on the Evaluation, Patenting, and Licensing Process

"During the invention evaluation process, any invention created and disclosed at the UW will be subjected to technical, legal, and marketing analyses. This generally involves consultation with the UW inventor, patent counsel, and prospective licensee(s) under appropriate confidentiality arrangements. If commercial value is present but patent protection does not appear possible, the invention may be licensed as nonpatented technology ("know how").

If a patent application is filed, it is common for several months to elapse before the U.S. Patent Office acts on the application. The first "Office Action" often results in a detailed rejection of all or some of the proposed claims. At this point, the patent attorney normally consults with the inventor to prepare a response to the Patent Office, giving reasons for believing that certain parts of the Office Action are incorrect. This process is time consuming but typical for most patent applications. It is common for at least two years to elapse between the filing of an application and the issuance of a patent. However, licensing activity can be initiated while the patent application is being reviewed and claims negotiated.

If a decision is made not to proceed with the invention, the University will release the UW invention to the UW inventor with full freedom to pursue alternatives of his or her own choice assuming that those choices do not entail further University support or use of its facilities, and preexisting commitments to sponsoring agencies are cleared."

UW Operations Manual, D.59.4 page 5, revised April 1993

Attachment 4

Copy of the RTD Proposal

A copy of the RTD proposal will be included in the final version of the agreement.