



H-STAR Project Partnerships

Each H-STAR Project Partnership begins with the negotiation of a contract specific to that partner. Typical features of such partnerships are:

1. Affiliate Partner membership of Media X. (Affiliate Partnership in Media X is obligatory for all H-STAR Partnerships, and provides all the usual benefits of such partnership — see Attachment A.)
2. Establishment of a Joint Steering Committee to oversee the collaboration, including regular progress monitoring and reporting. Such a committee typically comprises three individuals from Stanford and three from the partner. It will meet according to a regular schedule, either in person or by audio- or video-conference.
3. Identification of two or more Stanford researchers, groups, or labs with whom the partner wishes to collaborate. (This is subject to the willingness of the individual Stanford researchers to participate. The H-STAR staff negotiate such participation on behalf of the partner.)
4. Negotiation of individual research contracts between the partner and the Stanford researchers. Each contract will specify the research to be carried out, the personnel involved, deliverables and timeline, and will meet all the conditions imposed by Stanford's Office of Sponsored Research, which include standard clauses ensuring the partner's rights to any IP resulting from the research.
5. Placement of one or more visitors from the partner on the Stanford campus to participate in the research. (If this is at more than an occasional level, the Visiting Partnership framework is likely to be more suitable.)
6. Placement of one or more visitors from Stanford to the partner's facility to participate in the research.
7. Determination of a schedule for regular research meetings, each one being held either at Stanford, at the partner's facility, or at another location.



Appendix A provides an example of an H-STAR Project Partnership agreement. Please note, however, that this is merely an example. Each H-STAR Project Partner negotiates an individual agreement to meet their specific needs.

The annual cost of an H-STAR Partnership depends on the number and costs of each of the research projects. Each project is subject to normal Stanford overheads, currently 62%. In addition, H-STAR will levy a management fee to cover costs of administering the program. Typically in the range \$50,000 to \$100,000 a year, this is in addition to the fee for Affiliate Partner membership of Media X (which is an integral component of any H-STAR Partnership).



Media X At Stanford University

Affiliate Partnership Benefits

Media X at Stanford University is a collaboration of Stanford and industry that brings together Stanford's leading interactive technology research with companies committed to technical advancement and innovation.

The Media X research network sponsors Stanford faculty and researchers studying basic issues about the design and use of interactive technologies. The multidisciplinary projects that result are influencing the next generation of commerce, learning and entertainment.

Affiliate Partnership with Media X allows companies to have enhanced access to Media X researchers and early access to Media X research results.

Media X offers the following benefits to Affiliate Partners:

- Attendance at Media X conferences, symposia, and formal presentations by faculty and students on new and ongoing research and with opportunities for an informal exchange of ideas among industry representatives and Media X researchers;
- Recruitment day. Media X organizes a focused Recruitment Day specifically for its member companies to meet undergraduate and graduate students with an interest in Media X research topics; through informal presentations and interviews the Media X members can recruit students for internships and/or permanent employment;
- Notice of activities. Media X provides notice of workshops, seminars, and colloquia at Stanford University that might be of interest to its members;
- Focus days. A partner brings new concepts and/or products to Media X. A panel of researchers with relevant areas of expertise is assembled (signing proprietary agreements) to focus on these ideas and/or products, providing a "no-holds barred" critique and brainstorm, pointing out the positives and negatives, noting relevant areas of research;
- Access to Affiliate Media X web site. Affiliate partners will be provided accounts to obtain access to information on programs and research and netcasts when available.

H-STAR PROJECT PARTNERSHIP
MASTER RESEARCH COLLABORATION AGREEMENT

SAMPLE

This Agreement is made and entered into this ___ day of ____, ____ (“Effective Date”) by and between PARTNER NAME, organized and existing under the laws of PARTNER STATE OR COUNTRY, and having a place of business at PARTNER ADDRESS and the Board of Trustees of the Leland Stanford Junior University (“Stanford”), an entity duly organized and existing under the laws of the State of California, United States of America. Stanford operates the H-STAR consortium, having its principal office at Wallenberg Hall, 450 Serra Mall, Building 160, Stanford, California, 94305-2055, USA.

WHEREAS, PARTNER is a DESCRIPTION OF PARTNER; and

WHEREAS H-STAR is a Stanford University interdisciplinary research institute, which welcomes active collaborative partnerships with universities, university consortia, foundations, governments, and organizations representing same, in Stanford’s laboratories and classrooms.

WHEREAS, PARTNER NAME and Stanford, through H-STAR, desire to collaborate in pre-competitive, long-term research programs of mutual interest and benefit to Stanford, H-STAR, and PARTNER NAME, and to involve student participation and research scientists from both organizations; and

WHEREAS, such programs will further the instructional and research objectives of Stanford in a manner consistent with its status as a nonprofit, tax-exempt, educational institution;

NOW, THEREFOE, in consideration of the remises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 RESEARCH COLLABORAION means the overall relationship between the parties as described in contractual terms by this Agreement. It is the intention of the parties that a research relationship will be established concentrating in pre-competitive, long-term research in RESEARCH TOPIC(S).

1.2 JOINT STEERING COMMITTEE means those individuals directing and providing oversight for the RESEARCH COLLABORATION comprising, for Stanford, a member of the H-STAR Executive Committee and two Professors designated by H-STAR, and for PARTNER NAME, the PARTNER LEADER and two managers designated by the PARTNER LEADER of PARTNER NAME.

- 1.3 JOINT STEERING COMMITTEE CO-CHAIRS means those individuals chairing the JOINT STEERING COMMITTEE and acting on behalf of the JOINT STEERING COMMITTEE as appropriate. The co-CHAIRS of the JOINT STEERING COMMITTEE shall be for Stanford the H-STAR LEADER and for PARTNER NAME, the PARTNER LEADER of PARTNER NAME.
- 1.4 RESEARCH PROGRAM(S) means research activity in those major fields of mutual interest and benefit to Stanford and PARTNER NAME, initially described as those areas of concentration under the RESEARCH COLLABORATION (article 1.1) and in APPENDIX B, which will be funded under this Agreement.
- 1.5 RESEARCH PROJECT(S) means specific research projects selected by the JOINT STEERING COMMITTEE for funding under this Agreement.
- 1.6 RESEARCH MANAGEMENT means that Stanford activities for the management of RESEARCH PROGRAMS, PROGRAM BUDGET and Stanford's liaison activities with PARTNER NAME.
- 1.7 PRINCIPAL INVESTIGATOR(S) means the research faculty and staff selected to direct RESEARCH PROJECTS.
- 1.8 PROGRAM BUDGET(S) means the budgets for RESEARCH PROGRAMS approved for funding under this Agreement.

ARTICLE 2. COLLABORATION TERMS FOR RESEARCH PROGRAMS AND RESEARCH PROJECTS

2.1 General Description

It is the intention of the parties that RESEARCH PROGRAMS under this RESEARCH COLLABORATION shall generally point to research directions that are of mutual benefit and interest to both parties. Initial RESEARCH PROGRAMS under the RESEARCH COLLABORATION will support research directions in the H-STAR laboratories listed in Article 1.1 of this Agreement.

2.2 Management and Oversight:

The JOINT STEERING COMMITTEE shall be responsible for the management of the RESEARCH COLLABORATION including research direction and shall approve such changes in programmatic direction or activities as may be appropriate, as well as settle any misunderstandings that may arise between the parties. The JOINT STEERING COMMITTEE shall also approve RESEARCH PROJECTS as hereinafter set forth. All actions of the JOINT STEERING COMMITTEE, including changes in RESEARCH PROGRAMS, selection of all RESEARCH PROJECTS and PROJECT BUDGETS approved for funding by PARTNER NAME under this Agreement shall require a majority agreement of the JOINT STEERING COMMITTEE members serving at the time.

- 2.2.1 The JOINT STEERING COMMITTEE will meet no less than once a year to discuss the research direction that may be of interest and benefit to H-STAR and PARTNER NAME. The meeting can be in person, or by audio- or video-conference. It is the intention of the parties that funding shall be allocated among specific projects within areas of programmatic support to reflect the mutual interests of the parties as determined by the JOINT STEERING COMMITTEE.
- 2.2.2 The JOINT STEERING COMMITTEE CO-CHAIRS will meet on an as-needed basis to act on behalf of the JOINT STEERING COMMITTEE to review the progress of the relationship in meeting RESEARCH COLLABORATION goals and to deal with matters of general oversight.

ARTICLE 3. SELECTION, TYPE AND SUPERVISION OF RESEARCH PROJECTS

3.1 Selection of RESEARCH PROJECTS

The JOINT STEERING COMMITTEE will meet not less than once a year with prospective PRINCIPAL INVESTIGATORS to discuss potential RESEARCH PROJECTS. The PRINCIPAL INVESTIGATORS shall provide written proposals for RESEARCH PROJECTS. Proposals shall: (a) provide a description of the research in sufficient detail to determine whether to establish a RESEARCH PROJECT; (b) provide a detailed budget required to carry out the PROJECT, including staffing requirements, equipment, overhead allocations and the like; (c) identify the PRINCIPAL INVESTIGATOR(S); and (d) specify the period of performance. Proposals shall be submitted generally in advance of the proposed RESEARCH PROJECT starting date. Approval of RESEARCH PROJECTS and PROJECT BUDGETS shall be by the JOINT STEERING COMMITTEE. PRINCIPAL INVESTIGATORS shall report modifications to a RESEARCH PROJECT or PROJECT BUDGET to the JOINT STEERING COMMITTEE, which will approve or disapprove such changes.

3.2 Type of execution of RESEARCH PROJECTS

The following three types will be expected in the execution of RESEACH PROJECTS:

Type A: The RESEARCH PROJECT will be executed at Stanford.

Type B: THE RESEARCH PROJECT will be executed at both Stanford and PARTNER NAME.

Type C: The RESEARCH PROJECT will be executed at PARTNER NAME.

3.3 CO-FUNDED RESEARCH PROJECTS

Certain RESEARCH PROJECT selected may be funded partially by the RESEARCH COLLABORATION and partially by the other Stanford research sponsors and/or the Federal Government (“CO-FUNDED RESEARCH PROJECTS”). In such cases, the rights and obligations of the parties of the parties as set forth in the Agreement may be subject to change to take into account pre-existing or future obligations of Stanford. In

that event, the parties will agree in advance on special terms and conditions to be applied to such CO-FUNDED RESEARCH PROJECTS, which will take into consideration both the interest of PARTNER NAME, and the obligations of Stanford and as further described under Article 8.

3.4 RESEARCH PROJECT SUPERVISION

RESEARCH PROJECTS will be supervised on a day-to-day basis by PRINCIPAL INVESTIGATORS. PRINCIPAL INVESTIGATORS shall be determined on the basis of proposals submitted and selected for funding by the JOINT STEERING COMMITTEE. In the event a PRINCIPAL INVESTIGATOR ceases to serve, a successor shall be named with the concurrence of all the parties.

ARTICLE 4. PROFESSIONAL INTERACTIONS BETWEEN *PARTNER NAME* AND STANFORD

4.1 MEDIA X AFFILIATE PARTNERSHIP. Membership of Media X as an Affiliate Partner by PARTNER NAME is a prerequisite for this RESEARCH COLLABORATION agreement. Such membership provides PARTNER NAME with all the benefits of Media X Affiliate Partnership. Under this RESEARCH COLLABORATION agreement, Media X Focus Days will be devoted to presentations and discussions of the research projects funded by this RESEARCH COLLABORATION agreement.

4.2 OTHER MECHANISMS. Various other mechanisms for interaction to foster this RESEARCH COLLABORATION are anticipated, such as videoconferences, shared web-sites, symposia, exchange visits and placing PARTNER NAME/Stanford researchers in residence at Stanford/PARTNER NAME. Other types of collaborations between Stanford and PARTNER NAME are expected to emerge from discussions between participants from the two organizations.

ARTICLE 5. TERM

The term of this Agreement shall commence on START DATE, and shall be in effect for an initial period of N (N) years hereafter, unless sooner terminated in accordance with the provisions of ARTICLE 10. The JOINT STEERING COMMITTEE shall review extending the RESEARCH COLLABORATION beyond the initial N-year term during discussion held no later than DECISION DATE. Any extension of this Agreement and new terms applicable thereto shall be by written agreement of the parties.

ARTICLE 6. FINANCIAL TERMS

6.1 MEDIA X AFFILIATE PARTNER FEE. PARTNER NAME will pay Stanford the sum of \$50,000 per year for Affiliate Partner membership in Media X.

6.2 MANAGEMENT FEE. PARTNER NAME will pay Stanford a management fee of \$XX per year for RESEARCH MANAGEMENT, including the cost of H-STAR activities in the JOINT STEERING COMMITTEE, which will create a budget plan for expenditures of this fee. The MANAGEMENT FEE may be paid either separately or as a line items in a RESEARCH PROJECT BUDGET. In either case, its purpose is to pay for H-STAR's RESEARCH MANAGEMENT cost in connection with this RESEARCH COLLABORATION.

6.3 PROJECT BUDGETS: Each research project approved by the JOINT STEERING COMMITTEE for funding under this RESEACH COLLABORATION will receive funding from PARTNER NAME in accordance with a budget approved by the JOINT STEERING COMMITTEE. The PROJECT BUDGET will be appropriate in each case to the type of execution of the RESEARCH PROJECT.

6.4 PARTNER NAME will pay to wire transfer to: XXX

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94163

Account Number #4001-047349
ABA Number #121000248

Or by checks, which will be made payable to Stanford University and will be sent to:

Stanford University
PO Box 44253
San Francisco, CA 94144-4253

Each wire or check payment must reference the RESEARCH PROJECT title, Agreement number, and name of the Principal Investigator for purpose of identification.

6.5 At the end of each budget period, Stanford may carry forward any unexpected funds from a management fee or PROJECT BUDGET with the approval of PARTNER NAME.

ARTICLE 7. PUBLICATIONS AND REPORTS

7.1 Stanford and PARTNER NAME will be free to publish the results of research under this Agreement. The party desiring to publish or otherwise disclose any research performed under this Agreement will submit a copy of its proposed publication to the other party at last 30 days prior to submission for publication or public disclosure for the limited purpose of determining whether the proposed publication discloses (1) patentable subject matter or (2) confidential information belonging to the reviewing party. If, during the 30 days, the reviewing party determines that the proposed publication contains confidential information, the publishing party will delete such information prior to the publication or public disclosure. If the reviewing party determines that the proposed

publication contains patentable subject matter the publishing party will delay publication or public disclosure for up to 90 days from the date of disclosure to permit the reviewing party to file a patent application.

7.2 PRINCIPAL INVESTIGATORS of RESEARCH PROJECTS shall provided to PARTNER NAME a brief semi-annual written report including a description of results, data, inventions, discoveries, conclusions, observations, procedures and the like of each RESEARCH PROJECT under their direction and shall submit fiscal reports concurrently. The first research and fiscal reports will be due on DUE DATE) and at six months intervals thereafter.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1 Subject to the last sentence of ARTICLE 3.3, with respect to each CO-FUNDED RESEARCH PROJECT, and to the extent consistent with its legal obligations, Stanford shall grant PARTNER NAME the same rights and privileges as other co-sponsors of the CO-FUNDED RESEARCH PROJECT. If the CO-SPONSOR is a governmental agency, STANFORD will grant PARTNER NAME rights to be agreed between Stanford and PARTNER NAME.

8.2 During the course of RESEARCH PROJECTS, any inventions or discoveries (including creation of design and utility model), any improvement reasonably considered to be patentable including application for utility model and design (hereinafter called "Invention") made solely by personnel affiliated with a party without wise of information disclosed by the other party shall belong to the party which made them (hereinafter called "SINGLE INVENTIONS"). In this case, the filing party shall inform the other party in writing of the number and date of application, the title of the Invention and the name of the inventor with a copy of the patent specification filed within sixty (60) days from the filing date.

8.3 An invention made jointly by personnel affiliated with Stanford and PARTNER NAME shall be jointly owned. An invention made solely by personnel affiliated with one party bases on proprietary and/or confidential technical information disclosed in writing or in a format that is verifiable hereunder by the other party, where such proprietary and/or confidential technical information is incorporated in the claims of a patent application for the invention and therefore such disclosing party designated a co-inventor of the patent application, shall be jointly owned ("JOINT INVENTIONS"). Details of filing, prosecuting and licensing such patents application (here and hereinafter including rights of utility model and design) shall be separately determined upon consultation between the parties hereto.

8.4 a) PARTNER NAME shall grant a license to Stanford, if requested, on a non-exclusive basis to work the patent (including patent pending) acquired by PARTNER NAME pursuant to the provisions of Article 8.2 and the conditions for such license shall be determined by consultation among the parties.

8.4 b) Stanford agrees to grant to PARTNER NAME a non-exclusive, non-transferable, royalty-free worldwide license to make, have made, use, have used, sell and import patents (including patents pending) acquired by Stanford pursuant to the provisions of Article 8.2.

Furthermore, PARTNER NAME agrees to give authority to use results of research and development activity, including that from these RESEARCH PROJECTS' activities, to the operation companies designated in APPENDIX D as they directly bear a portion of the RESEARCH PROJECTS' expense but do not participate in the RESEARCH PROJECTS' works. Therefore, Stanford grants to the Operation Companies, if request made, use, have used, sell and import the patents (including patents pending) acquired by Stanford pursuant to the provisions of Article 8.2

8.4 c) Either party or each of the operation companies designated in APPENDIX D hereto may exploit any jointly owned patents without any duty to account to the other. Either party or each of the operation companies hereto may have a third party exploit any jointly owned patents without any duty to account to the other for it's own business. But either party or each of the operating companies agrees to notify the other party before deciding to grant a license to a third party to work the jointly owned patents (including patents pending) for the purpose other than of it's own business each, or otherwise dispose (abandon or assign) its interest in the jointly owned patents.

8.5 Among the results of the RESEARCH PROJECTS, the works created independently by personal affiliated with Stanford or with PARTNER NAME shall exclusively belong to the party whose personnel have created such works.

8.6 Among the results of the RESEARCH PROJECTS, the work created jointly by personnel affiliated with Stanford and with PARTNER NAME shall be jointly owned by Stanford and PARTNER NAME.

8.7 (a) PARTNER NAME shall grant to Stanford an unwarranted, irrevocable, non-exclusive, non-transferable license to use such works acquired by PARTNER NAME pursuant to the provisions of Article 8.5 to the extent such license is necessary to use the results of RESEARCH PROJECTS, and the parties shall separately agree in writing upon the term sand conditions of such grant of license after mutual consultation.

8.7 (b) Stanford shall grant to PARTNER NAME a non-exclusive, non transferable, royalty-free, worldwide, unwarranted, irrevocable license to use such works acquired by Stanford pursuant to the provision of Article 8.5 to the extent such license is necessary to use the results of RESEARCH PROJECTS. Furthermore, Stanford agrees to grant the Operation Companies designated in APPENDIX D a non-exclusive, non-transferable, royalty-free, worldwide, unwarranted, irrevocable, non-exclusive, non-transferable license to use such works to the extent such license is necessary to use the results of the RESEARCH PROJECTS.

8.7 (c) Either party hereto may use, or have any third party use for Stanford's PARTNER NAME's own business purpose, the works jointly created by Stanford and PARTNER NAME in any form without compensation to the other party. Both parties agree that the Operation Companies may use, or have a third party use for the Operation Companies' own business purpose, the works jointly created by Stanford and PARTNER NAME in any form without compensation to either party hereto.

8.7 (d) In the event either party will have a third party use the works jointly created by Stanford and PARTNER NAME for any purpose other than Stanford's or PARTNER NAME's products and/or development of services, and for its own business purposes, such party shall obtain the other party's prior consent.

8.8 If it is imperative for either party under this Agreement to use any of the existing works of the other party, copyright of which is owned by the other party, in order to use or have any third party use the works set forth in Article 8.5 and 8.6 for such party's own business purpose, then the party who owns such existing works agrees to grant to the other party a license to use said works, and after mutual consultation, the parties shall separately agree in writing upon the terms and conditions of such grant of license .If it is imperative for the Operation Companies to use any of the existing works of Stanford, copyright of which is owned by Stanford, in order to use or have any third party use the works set forth in Articles 8.5 and 8.6 for the Operation Companies' own business purpose, then Stanford agrees to grant to the Operation Companies a license to use said works and Stanford and the Operation Companies, upon mutual consultation, shall separately agree in writing upon the terms and conditions of such grant of license.

8.9 Computer software for which a patent application is filed shall be subject to the patent terms of this Agreement.

ARTICLE 9. PROPRIETARY INFORMATION

If, in the performance of RESEARCH PROJECTS and subject to the discretion of the JOINT STEERING COMMITTEE, members of either Stanford and PARTNER NAME research teams require access to information which the other considers proprietary, the rights and obligations of the parties with respect to such information shall be governed by the terms and conditions set forth in APPENDIX C.

ARTICLE 10. TERMINATION

Upon any material breach of this Agreement by either party, in addition to any other remedies it may have, the other party may terminate this Agreement by giving thirty (30) calendar days written notice to the breaching party. Termination under this ARTICLE 10 shall specify the nature of the breach and shall become effective thirty (30) calendar day period. In the event of any termination of this Agreement prior to the end date PARTNER NAME, PARTNER NAME shall pay the reasonable cost incurred by Stanford in winding down and terminating the RESEARCH COLLABORATION, including the cost of the RESEARCH COLLABORATION during the wind down period and all costs and non-

cancelable commitments made prior to termination. If any Stanford student is supported under this Agreement, PARTNER NAME shall remain responsible for the full cost of such student support through the end of the academic quarter in which the Research Agreement is terminated.

ARTICLE 11. NON-USE OF NAMES

Neither party shall use the names or trademarks of the other party, or any adaptation thereof or the names of any of the other's employees, in any advertising, promotional or sales literature without prior written consent obtained from the said party, or said employee, in each case. Nor shall either party issue a press release concerning this Agreement without the prior written consent of the other. In the case of Stanford, written consent shall be obtained from the appropriate Stanford office. Any use of one party's name by the other shall be limited to statements of fact and shall not imply endorsement by the other party of the research, products, or services.

ARTICLE 12. ASSIGNMENT

This Agreement shall not be assignable by either party without prior written consent of the other party; any attempted assignment is void. The foregoing notwithstanding, it is anticipated that PARTNER NAME may be subject to a re-organization whereupon this Agreement, upon written notice to Stanford, will be assignable to an entity that is more than fifty percent (50%) owned and controlled by PARTNER NAME and shall otherwise be assignable to an entity as a result of such re-organization upon the prior written approval by Stanford, which shall not be unreasonably withheld.

ARTICLE 13. EXPORT CONTROLS

Both parties agree to comply with the respective country's export control laws and will cooperate with each other in securing any necessary exemptions or licenses.

ARTICLE 14. NOTICES AND OTHER COMMUNICATIONS

Any notices required to be given under this Agreement shall be in writing, delivered by first class mail or by certified or registered mail or shall be delivered by facsimile or email followed by delivery by first class airmail or by certified or registered mail, to the parties as shown below and shall be deemed to have been given or made as of the date received.

In the case of H-STAR:
Dr Keith Devlin
Cordura Hall
210 Panama Street
Stanford, CA 94305-4115

In the case of PARTNER NAME:
INSERT PARTY NAME AND ADDRESS

In the case of Stanford:
Manager, Industrial Contracts Office
Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106

ARTICLE 15. REPRESENTATIONS

15.1 Stanford represents that it shall conduct the research in good scientific manner and in compliance in all material respects including all requirements of applicable laws and regulations. Stanford shall apply reasonable efforts to achieve research objectives efficiently and expeditiously.

15.2 Stanford and PARTNER NAME represent that the Agreement is a binding agreement upon each of them: that each has taken the necessary actions under the law and regulations to secure authorization for the execution and delivery of this Agreement and that the individuals executing this Agreement on both parties' behalf have the full power and authority to do so.

15.3 EXCEPT AS SPECIFICALLY STATED IN ARTICLE 15.1 AND 15.2, STANFORD MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE OF KIND, INCLUDING THE RESULTS OF THE RESEARCH, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH RESULTS, OR ANY INVENTIONS OR PRODUCTS DEVELOPED THEREUNDER, WHETHER TANGIBLE OR INTANGIBLE, OR THE VALIDITY OF PATENT CLAIMS ISSUED OR PENDING. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY STANFORD THAT THE PRACTICE OF ANY LICENSE PATENT OR COPYRIGHTED WORK SHALL NOT INFRINGE THE PROPRIETARY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR COMPENSATORY, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THE CLAUSE SHALL SURVIVE TERMINATION OF THE AGREEMENT.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 In the event of any difference or dispute which may arise between the parties in connection with this Agreement or its provisions, the parties shall settle such dispute by mutual consultation in good faith and in accordance with the principle of mutual trust.

16.2 Any and all disputes arising out of or in connection with this Agreement or the subject thereof shall be settled by arbitration composed of three (3) arbitrators, in the State of California in accordance with the rules of the American Arbitration Association

of arbitrations is commenced by PARTNER NAME against Stanford; and in LOCATION in accordance with the rules of the ARBITRATION ORGANIZATION if arbitration is commenced by Stanford against PARTNER NAME. Each party shall be finally bound by the arbitral award. The cost of the arbitrators and administration of the arbitration shall be borne in accordance with the directive of the arbitral award.

16.3 This Agreement will be governed by and construed in accordance with the laws of the State of California if arbitration is held in California and the laws of COUNTRY if arbitration is held in COUNTRY.

16.4 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

16.5 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the laws, such invalidity or unenforceability shall not in anyway affect the validity or enforceability of the remaining provisions hereof.

16.6 The failure of either party to assert a right hereunder or to insist upon compliance with any terms or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

16.7 Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightening, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment of failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable controls of such party.

16.8 Stanford shall follow its normal employment policies, which prohibit discrimination against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sexual preference, marital status, age, sex, or handicap (except where a bona fide occupational qualifications so require), with respect to this Agreement. Qualified individuals will not be denied the opportunity to contribute to the work to be conducted at Stanford under this Agreement on those bases or on the basis of their citizenship.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

PARTNER NAME

By:

Name:

Title:

Date:

H-STAR:

Name:

Title:

Date:

THE BOARD OF TRUSTEES OF THE LELEAND STANFORD JUNIOR
UNIVERSITY

By:

Name:

Title:

Date:

APPENDIX A
RESEARCH COLLABORATION FUNDING PROFILE (ANNUAL)

VOID (So far)

APPENDIX B
PROPOSED RESEARCH PROGRAMS

VOID (So far)

APPENDIX C PARTY PROPRIETARY INFORMATION

It is anticipated that in the performance of the RESEARCH PROGRAM, the Parties will find it necessary to exchange information which each considers proprietary, The rights and obligations of the Parties with respect to such information as follows:

1. PROPRIETARY INFORMATION

For the purpose of this Agreement, "Proprietary Information" refers to information of any kind which is disclosed by one Party to the other and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure. In the event that Proprietary Information must be provided visually or orally, obligations of confidence shall attach only to that information which is confirmed by the disclosing Party in writing within ten (10) working days as being confidential.

2. LIMITATIONS ON USE

Each party shall use the other Party's Proprietary Information solely for the purpose of this Agreement. It is agreed by PARTNER NAME and Stanford that the transfer of Proprietary Information shall not be construed as a grant of any right or license with respect to the information delivered except as set forth or in a duly executed license agreement.

3. CASE OF PROPRIETARY INFORMATION

PARTNER NAME and Stanford agree that all Proprietary Information communicated by one Party and accepted by the other in connection with this Agreement shall be kept confidential by the receiving Party. Each receiving Party agrees to make Proprietary Information available only to those employees and/or students who require access to it in the performance of this Agreement and to inform them of the confidential nature of such information. Each receiving Party shall exert reasonable efforts (no less that the protection given its own confidential information) to maintain such information in confidence.

A receiving Party shall be deemed to have discharged its obligations hereunder provided the Party has exercised the foregoing degree of care and provided further that such party shall immediately, upon discovery of any disclosure not authorized hereunder, notify the disclosing Party and take reasonable steps to prevent any further disclosure or unauthorized use.

When a Proprietary Information is no longer required for the purpose of this Agreement, the receiving Party shall return it or dispose of it as directed by the disclosing Party. Obligations of confidentiality with respect to Proprietary Information provided under this Agreement will expire N (N) years after the date of this Agreement.

4. INFORMATION NOT COVERED

It is agreed by PARTNER NAME and Stanford that the above obligations of confidentiality shall not attach to information which:

- (a) is publicly available prior to the date of the Agreement or become publicly available thereafter through no wrongful act of the receiving Party;
- (b) was known to the receiving Party prior to the date of disclosure or becomes known to the receiving Party thereafter a third party having an apparent bona fide right to disclose the information;
- (c) is disclosed by the receiving Party in accordance with the terms of the disclosing Party's prior written approval;
- (d) is disclosed by the owning Party without restrictions on further disclosure;
- (e) is independently developed by the receiving Party;
- (f) the receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or Congressional subpoena, provided that the receiving Party (a) promptly notifies the disclosing Party and (b) cooperates reasonably with the disclosing Party's effort to contest or limit the scope of such order.

APPENDIX D
List of Operation PARTNER;