This Agreement is made and entered into, effective as of July ___, 2014, (“Effective Date”) by and between: Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, having its principal offices at One Brookings Drive, St. Louis, Missouri 63130 (hereinafter referred to as “WU”); and ___________________________ a corporation organized and existing under the laws of the State of ________________________, having its principal offices at _______________________________(hereinafter referred to as "Company").

WU has facilities and expertise in technology relevant to the Services, defined below, and Company wishes to have Services performed at WU, therefore, in consideration of the premises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES: Attachment A describes the work to be performed under this Agreement (the “Services”), the performance schedule for the Services (the “Schedule”), how much and when Company is to pay for the Services (the “Payment”), what, if anything, Company is to provide to WU for WU to perform the Services (the “Company Property”) and the deliverables WU is to provide to Company (the “Deliverables”). Attachment A is incorporated into and made a part of this Agreement. WU shall use no third party funding of any kind to perform the Services, whether from any governmental entity, other for-profit entities or other not-for-profit entities.

WU shall use reasonable efforts to perform the Services in accordance with the Schedule in compliance with all federal and state statutes, regulations, and policies, to the extent applicable to the Services and to WU as a not-for-profit academic research and education provider, specifically including, without limitation, those regarding environmental and occupational health and safety as well as animal welfare. Company shall perform all its obligations under this Agreement in compliance with all applicable federal and state statutes, regulations and policies. Company shall use reasonable efforts to provide all Company Property to WU in accordance with the Schedule.

2. PERSONNEL:
   a. In the event that relevant WU personnel become unwilling or unable to continue the Services, WU or Company shall have the option to terminate this Agreement unless the Parties agree that mutually acceptable alternate WU personnel can be found in a reasonable period of time.

   b. Company agrees that for all WU faculty or staff members who, currently or hereafter, serve Company in the capacity of consultant, officer, employee, board member, advisor, or otherwise through a personal relationship with Company (a “Consultant”) (i) such Consultant shall serve the Company in his or her individual capacity, as an independent contractor, and not as an agent, employee or representative of WU; (ii) WU exercises no authority or control over such Consultant while acting in such capacity; (iii) WU receives no benefit from such activity; (iv) neither Company nor the Consultant may use WU resources in the course of such service; (v) WU makes no representations or warranties regarding such service and otherwise assumes no liability or obligation in connection with any such work or service undertaken by such Consultant; and (vi) any breach, error, or omission by a Consultant acting in the capacity set forth in this paragraph shall not be imputed or otherwise attributed to WU, and shall not constitute a breach of this Agreement by WU.

3. OWNERSHIP OF DELIVERABLES: Company owns, shall own and shall continue to own all right, title and interest in the Deliverables and Company Property, which includes all Confidential Information as defined below. Neither WU nor WU personnel shall acquire any rights of any kind in
the Deliverables or Company Property as a result of performing the Services.

4. CONFIDENTIALITY:
   a. “Confidential Information” is information, data and materials (including Company Property) provided to WU by the Company to perform the Services. Both Parties agree that in order for written information to be Confidential Information, it must be delivered in written form clearly marked as “Confidential.” All information disclosed in oral or some other non-written form must be declared at the time of delivery to be confidential and must be confirmed and summarized in writing and clearly marked as “Confidential” within thirty (30) days of disclosure to be Confidential Information. In recognition that WU is a non-commercial, academic institution, Company agrees to limit disclosure of Confidential Information to only that reasonably necessary for WU to perform the Services.

   b. Subject to 4(d) and for a period of five (5) years from the date of disclosure, WU shall hold such Confidential Information in confidence, shall not disclose the Confidential Information to any third party without the express written permission of Company, shall not use the Confidential Information other than in performing the Services, and shall treat such information with at least the same degree of care as it treats its own confidential information but not less than with a reasonable degree of care.

   c. Section 4(a) notwithstanding, however, Confidential Information shall not include information that:
      (i) is already known to WU prior to the effective date, as evidenced by WU’s or Company’s records;
      (ii) becomes publicly known without the wrongful act or breach of this Agreement by WU; (iii) has been or is disclosed to WU by a third party who was not, or is not, under any obligation of confidence or secrecy to Company at the time said third party discloses to WU, or has the legal right to do so;
      (iv) is developed independently by employees of WU who had no access to or knowledge of the Confidential Information, as evidenced by WU’s records; or (v) is approved for release by prior written authorization of Company.

   d. WU may disclose Confidential Information to third parties as required by law or governmental regulation, however, WU shall promptly notify Company as soon as reasonably practical of such a requirement and shall take reasonable and lawful actions to avoid or minimize the extent of such disclosure if requested by Company, at Company’s sole cost and expense, and in any event WU will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose.

5. PAYMENT: Company shall make any and all Payments for the Services to WU in accordance with Attachment A. Except as specified in this Agreement, WU will receive no other payments or reimbursements from Company for or in connection with the Services. In a Service Agreement for which the Payment does not exceed $10,000, any request by the Company to modify or negotiate any portion of this Agreement shall incur a processing fee of One Thousand US Dollars ($1,000.00) payable by the Company and sent to the Office of Sponsored Research Services. Where applicable, such payment will be in addition to the Payment in Attachment A, and should be made payable to “The Washington University”, referencing Agreement # OTM XXX and sent to:

   Attn: Accounting Department  
   Office of Sponsored Research Services  
   Washington University  
   One Brookings Drive, CB1054  
   St. Louis, MO 63130
6. NAMES AND MARKS: Neither Party may use the trademarks or name of the other Party or its employees for any commercial, advertisement, or promotional purposes without the prior written consent of the other, with WU acting through an authorized corporate officer. If either party is required by law, governmental regulation, or its own authorship or conflict of interest policies to disclose its relationship with the other Party, including, but not limited to, in SEC filings, scientific publications or grant submissions, it shall provide the other Party with a copy of the disclosure.

7. TERM and TERMINATION: The term of this Agreement shall be from the Effective Date through the date of completion of the Services and provision of Deliverables to the Company, unless earlier terminated pursuant to this Section 7. In the event that either Party commits a material breach of or material default on any material term or condition of this Agreement and fails to remedy that breach or default within thirty (30) days after notice of the breach or default is sent by the other Party, the Party giving notice may at its option and in addition to other remedies that it may have at law or in equity terminate this Agreement by sending notice of termination in writing. Such termination is effective five business days after it is sent. In the event of any termination prior to completion of the Services, WU shall be paid for all work completed and all non-terminable obligations incurred through the effective date of termination.

8. DISCLAIMER and LIMITATIONS: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EVERYTHING PROVIDED BY WU UNDER THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES, AND IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT, TRADEMARK, COPYRIGHT OR ANY OTHER THIRD-PARTY RIGHT. WU MAKES NO WARRANTIES REGARDING THE QUALITY, ACCURACY, COMMERCIAL VIABILITY OR ANY OTHER ASPECT OF ITS PERFORMANCE PURSUANT TO THIS AGREEMENT OR REGARDING THE PERFORMANCE, VALIDITY, SAFETY, EFFICACY OR COMMERCIAL VIABILITY OF ANYTHING PROVIDED BY WU UNDER THIS AGREEMENT. IN NO EVENT SHALL WU OR COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY IS ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. EXCEPT FOR THEIR RESPECTIVE INDEMNITY OBLIGATIONS, EACH OF WU’S AND COMPANY’S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS MADE OR PAYMENTS DUE UNDER THIS AGREEMENT, RESPECTIVELY.

9. INDEMNITY:
   a. Notwithstanding anything else in this Agreement, Company agrees to indemnify, defend and hold harmless WU, WU personnel, the principal investigator, WU’s affiliates, and each of their respective present trustees, faculty, staff, employees, students, directors, officers, agents, successors and assigns (altogether the “WU Indemnitees”) from, for and against any and all judgments, settlements, losses, expenses, damages and/or liabilities (the “Losses”) and any and all court costs, attorneys’ fees, and expert witness fees and expenses (“Fees”) that a WU Indemnitee may incur from any and all allegations, claims, suits, actions or proceedings (the “Claims”) that a WU Indemnitee may incur from any and all allegations, claims, suits, actions or proceedings (the “Claims”) arising out of, relating to, or incidental to Company’s breach of this Agreement or its use, commercialization, or other exploitation of WU Deliverables, whether by or through Company, and including all Claims for infringement, injury to business, personal injury and product liability, but excluding Losses, not Fees, to the extent they are adjudicated by a Court of competent jurisdiction to be caused by the gross negligence or
willful misconduct of a WU Indemnitee.

b. Obligations set forth in this section shall survive termination of this Agreement, shall continue even after assignment of rights and responsibilities, and shall not be limited by any provision of this Agreement outside this section. If WU seeks indemnification under this agreement, WU shall: (a) give the CORPORATION prompt written notice of any Claim; (b) cooperate with the CORPORATION, at CORPORATION’s expense, in connection with the defense and settlement of the Claim; and (c) not settle or compromise the Claim without the written consent of CORPORATION, which shall not be unreasonably withheld. CORPORATION may satisfy its duty to indemnify for Fees by accepting an irrevocable duty to defend the Claim on behalf of WU Indemnities without a reservation of rights, at which time CORPORATION shall be entitled to conduct and direct the defense of WU Indemnities against such Claim using attorneys of its own selection; for all other Claims, WU shall be entitled to conduct and direct its own defense and that of other WU Indemnities using attorneys of its own selection with Fees subject to CORPORATION’s ongoing obligation to indemnify for Fees.

10. INSURANCE: The parties shall obtain and maintain an adequate self-insurance or insurance program to protect against potential liabilities and risk, including coverage for the indemnity obligations herein.

11. MISCELLANEOUS:
   a. In performing their respective obligations under the Agreement, the Parties will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations, International Traffic in Arms Regulations, and regulations and orders administered by the Treasury Department’s Office of Foreign Assets Control. WU is not transferring any information or material outside of the United States under this Agreement and is providing no representation regarding the export control status or classification of any information or materials provided hereunder.
   b. This Agreement shall be governed by and construed in accordance with the laws of the State Missouri, without regard to its rules or procedures involving conflicts of laws. All actions relating to this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Missouri or the Circuit Court of St. Louis County, Missouri, if no federal subject matter jurisdiction exists. The Parties irrevocably waive all present and future objections to personal jurisdiction, forum or venue in such courts.
   c. This Agreement embodies the entire understanding of the parties and supersedes all other past and present communications and agreements relating to the subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.
   d. Each provision of this Agreement that would by its nature or terms survive, shall survive any termination or expiration of this Agreement, regardless of the cause. Such provisions include, without limitation, sections 4, 5, 6, 7, 8, 9, and 10.
   e. If any provision in this Agreement is held invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provisions.
   f. Neither WU nor Company will be liable for failure of or delay in performing obligations set forth in this Agreement, and neither will be deemed in breach of its obligations, other than for Payments, if such failure or delay is due to natural disasters or other causes reasonably beyond the control of a Party and reasonable notice of the delay is provided to the other Party.
   g. Each party is an independent contractor and not a partner or agent of the other party. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligation or liability upon either party. Further,
neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other party.
h. Each party represents and warrants that it has the right and authority to enter into and perform its obligations under this Agreement. Each party will perform all of its obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations. Neither party will be obligated to enter into any further agreement with the other party.
i. The recitals and preamble to this Agreement, if any, are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both parties, even though both parties do not sign the same counterpart.
j. This Agreement is binding upon and inures to the benefit of the Parties and their successors, but this Agreement may not be assigned by either party without the prior written consent of the other party.
k. Notices pursuant to this Agreement shall be to the following contacts and are effective when sent if sent by a commercial carrier’s overnight delivery service or when received if sent otherwise:

If to Company:  NAME  
ADDRESS

If to WU:  Office of Sponsored Research Services  
Washington University  
Attn: Director  
One Brookings Drive, CB1054  
St. Louis, MO 63130

The signatures of the undersigned indicate that they have read, understand and agree with the terms of this Agreement and that they represent and warrant that they have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

COMPANY  
____________________________  
Signature  
____________________________  
Name and Title  
____________________________  
Date

WU  
____________________________  
Signature  
____________________________  
Name and Title  
____________________________  
Date

NOTE: In a Service Agreement for which the Payment does not exceed $10,000, any request by the Company to modify or negotiate any portion of this Agreement shall incur a processing fee of One Thousand US Dollars ($1,000.00) payable by the Company to the Office of Sponsored Research Services in addition to the Payment in Attachment A.
ATTACHMENT A

SERVICES (Description of Services):

SCHEDULE (Performance Schedule of/Timeline for the Services):

PAYMENT (Price List or Payment Amount, Schedule and manner of Payment for the Services):

  Company invoice address
  WU payment address

COMPANY PROPERTY (Company Material, including information, to be provided by Company):

DELIVERABLES (Deliverables/Results/Data, etc. WU is to provide to Company):