**PATENT AND TECHNOLOGY LICENSE AGREEMENT**

This \_\_\_\_ (\_\_\_) page AGREEMENT ("AGREEMENT") is made on this day of \_\_\_\_\_\_\_\_, 200\_\_ between the BOARD OF REGENTS ("BOARD") of THE UNIVERSITY OF TEXAS SYSTEM ("SYSTEM"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, on behalf of THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER ("MDA"), a component institution of SYSTEM and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation having a principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("LICENSEE").

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 **RECITALS**

A. BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT MATTER developed at MDA.

B. BOARD desires to have the LICENSED SUBJECT MATTER developed in the LICENSED FIELD and used for the benefit of LICENSEE, BOARD, SYSTEM, MDA, the inventor(s), and the public as outlined in BOARD's Intellectual Property Policy.

C. LICENSEE wishes to obtain a license from BOARD to practice LICENSED SUBJECT MATTER.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

 **I. EFFECTIVE DATE**

1.1 This AGREEMENT is effective as of the date written above ("EFFECTIVE DATE").

 **II. DEFINITIONS**

As used in this AGREEMENT, the following terms have the meanings indicated:

2.1 AFFILIATE means any business entity more than 50% owned by LICENSEE, any business entity which owns more than 50% of LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.

2.2 LICENSED FIELD means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.3 LICENSED PRODUCTS means any product or service SOLD by LICENSEE comprising LICENSED SUBJECT MATTER pursuant to this AGREEMENT.

2.4 LICENSED SUBJECT MATTER means inventions and discoveries covered by PATENT RIGHTS or TECHNOLOGY RIGHTS within LICENSED FIELD.

2.5 LICENSED TERRITORY means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.6 NET SALES means the gross revenues received by LICENSEE from the SALE of LICENSED PRODUCTS less sales discounts actually granted, sales and/or use taxes actually paid, import and/or export duties actually paid, outbound transportation actually prepaid or allowed, and amounts actually allowed or credited due to returns (not exceeding the original billing or invoice amount).

2.7 PATENT RIGHTS means BOARD's rights in information or discoveries claimed in [invention disclosures,] patents, [and/or patent applications], whether domestic or foreign, and all divisionals, continuations, continuations-in-part, reissues, reexaminations or extensions thereof, and any letters patent that issue thereon as defined in Exhibit I attached hereto. [subject to the limitations, if any, set forth therein.] NOTE: Please delete reference to "subject to the limitations . . . ." here and in section 2.9 if there are NO limitations set forth in Exhibit 1.

2.8 SALE or SOLD means the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or AFFILIATE.

2.9 ["Subject to the limitations, if any, set forth in Exhibit I,"] [Delete if there are no limitations] TECHNOLOGY RIGHTS means BOARD's rights in any technical information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, software, designs, drawings or data created by the inventor(s) listed in Exhibit I at MDA before the EFFECTIVE DATE which are not claimed in PATENT RIGHTS but which are necessary for practicing PATENT RIGHTS.

**III. LICENSE**

3.1 BOARD, through MDA, hereby grants to LICENSEE a royalty-bearing, exclusive license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use, import, offer to sell and/or sell LICENSED PRODUCTS within LICENSED TERRITORY *for use within LICENSED FIELD* [only include if LICENSED FIELD is a defined term] and, subject to Section 4.6 herein, will extend to BOARD's undivided interest in any LICENSED SUBJECT MATTER developed during the term of this AGREEMENT and jointly owned by BOARD and LICENSEE. This grant is subject to Sections 14.2 and 14.3 hereinbelow, the payment by LICENSEE to BOARD of all consideration as provided herein, the timely payment of all amounts due under any related sponsored research agreement between MDA and LICENSEE in effect during this AGREEMENT, and is further subject to the following rights retained by BOARD and MDA to:

(a) Publish the general scientific findings from research related to LICENSED SUBJECT MATTER, subject to the terms of Article XI - Confidential Information and Publication; and

(b) Use LICENSED SUBJECT MATTER for educationally-related research, teaching, patient care, and other purposes.

3.2 LICENSEE may extend the license granted herein to any AFFILIATE provided that the AFFILIATE consents in writing to be bound by this AGREEMENT to the same extent as LICENSEE. LICENSEE agrees to deliver such contract to MDA within 30 days of execution thereof.

3.3 LICENSEE may grant sublicenses under LICENSED SUBJECT MATTER consistent with the terms of this AGREEMENT provided that LICENSEE is responsible for its sublicensees relevant to this AGREEMENT, and for diligently collecting all amounts due LICENSEE from sublicensees. If a sublicensee pursuant hereto becomes bankrupt, insolvent or is placed in the hands of a receiver or trustee, LICENSEE, to the extent allowed under applicable law and in a timely manner, agrees to use its best reasonable efforts to collect all consideration owed to LICENSEE and to have the sublicense agreement confirmed or rejected by a court of proper jurisdiction.

3.4 LICENSEE must deliver to MDA a true and correct copy of each sublicense granted by LICENSEE, and any modification or termination thereof, within 30 days after execution, modification, or termination.

3.5 When this AGREEMENT is terminated, BOARD and MDA agree to accept as successors to LICENSEE, existing sublicensees in good standing at the date of termination provided that the sublicensees consent in writing to be bound by all of the terms and conditions of this AGREEMENT.

 **IV. CONSIDERATION, PAYMENTS AND REPORTS**

4.1 In consideration of rights granted by BOARD to LICENSEE under this AGREEMENT, LICENSEE agrees to pay MDA the following:

(a) All out-of-pocket expenses incurred by MDA in filing, prosecuting, enforcing and maintaining PATENT RIGHTS, and all such future expenses incurred by MDA, for so long as, and in such countries as, this AGREEMENT remains in effect. MDA will invoice LICENSEE within 30 days of the EFFECTIVE DATE for expenses incurred as of that time and on a quarterly basis thereafter. The invoiced amounts will be due and payable by LICENSEE within 30 days of invoice; and

(b) A nonrefundable license documentation fee in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_. This fee will not reduce the amount of any other payment provided for in this ARTICLE IV, and is due and payable within 30 days after the AGREEMENT has been fully executed by all parties and LICENSEE has received an invoice for the amount from MDA; and

(c) A nonrefundable quarterly license maintenance fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_, payable until the first SALE of LICENSED PRODUCTS. This maintenance fee will be invoiced by MDA and payable by LICENSEE concurrently with future quarterly payments for MDA's out-of-pocket expenses as provided for in Section 4.1(a) hereinabove and will not reduce any other payment provided for in this ARTICLE IV; and

(d) A running royalty equal to \_\_\_ % of LICENSEE's NET SALES of LICENSED PRODUCTS; and

(e) Minimum annual royalties of $\_\_\_\_\_\_ [NOTE: Delete reference to "minimum royalties" if there are none.]; and

(f) 50% of all consideration, other than research and development money, received by LICENSEE from either (i) any sublicensee pursuant to Sections 3.3 and 3.4 herein above, or (ii) any assignee pursuant to Section 12.1 hereinbelow, including but not limited to, royalties, upfront payments, marketing, distribution, franchise, option, license, or documentation fees, bonus and milestone payments and equity securities.

4.2 All such payments are payable within 30 days after March 31, June 30, September 30, and December 31 of each year during the term of this AGREEMENT, at which time LICENSEE will also deliver to BOARD and MDA a true and accurate report, giving such particulars of the business conducted by LICENSEE and its sublicensees, if any exist, during the preceding three calendar months under this AGREEMENT as necessary for BOARD to account for LICENSEE's payments hereunder. This report will include pertinent data, including, but not limited to:

(a) the total quantities of LICENSED PRODUCTS produced; and

(b) the total SALES; and

(c) the calculation of NET SALES and royalties thereon; and

(d) the total royalties (and/or minimum royalties) [NOTE: delete reference to "minimum royalties" if there are none] so computed and due MDA; and

(e) all other amounts due MDA herein.

Simultaneously with the delivery of each such report, LICENSEE agrees to pay MDA the amount due, if any, for the period of such report. These reports are required even if no payments are due.

4.3 During the term of this AGREEMENT and for one year thereafter, LICENSEE agrees to keep complete and accurate records of its and its sublicensees' SALES and NET SALES of LICENSED PRODUCTS in sufficient detail to enable the royalties payable hereunder to be determined. LICENSEE agrees to permit MDA or its representatives, at MDA's expense, to periodically examine its books, ledgers, and records during regular business hours for the purpose of and to the extent necessary to verify any report required under this AGREEMENT. If the amounts due MDA are determined to have been underpaid in an amount equal to or greater than 5% of the total amount due during the period so examined, then LICENSEE will pay the cost of the examination plus the accrued interest at the highest allowable rate.

4.4 Within 30 days of each anniversary of the EFFECTIVE DATE, LICENSEE will deliver to MDA a written progress report as to LICENSEE's (and any sublicensee's) efforts and accomplishments during the preceding year in diligently commercializing LICENSED SUBJECT MATTER in the LICENSED TERRITORY and LICENSEE's (and sublicensees') commercialization plans for the upcoming year.

4.5 All amounts payable hereunder by LICENSEE will be paid in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks are to be made payable to The University of Texas M. D. Anderson Cancer Center, Box 297402, Houston, Texas 77297, Attention: Manager, Sponsored Programs and mailed by U.S. mail.

4.6 No payments due or royalty rates owed under this AGREEMENT will be reduced as the result of co-ownership of LICENSED SUBJECT MATTER by BOARD and another party, including, but not limited to, LICENSEE.

 **V. SPONSORED RESEARCH**

5.1 If LICENSEE desires to sponsor research for or related to the LICENSED SUBJECT MATTER, and particularly where LICENSEE receives payments for sponsored research pursuant to a sublicense under this AGREEMENT, LICENSEE (a) will notify MDA in writing of all opportunities to conduct this sponsored research (including clinical trials, if applicable), (b) solicit research and/or clinical proposals from MDA for this purpose, and (c) will give good faith consideration to funding the proposals at MDA.

 **VI. PATENTS AND INVENTIONS**

6.1 If after consultation with LICENSEE both parties agree that a new patent application should be filed for LICENSED SUBJECT MATTER, MDA will prepare and file appropriate patent applications, and LICENSEE will pay the cost of searching, preparing, filing, prosecuting and maintaining same. If LICENSEE notifies MDA that it does not intend to pay the cost of an application, or if LICENSEE does not respond or make an effort to agree with MDA on the disposition of rights of the subject invention, then MDA may file such application at its own expense and LICENSEE will have no rights to such invention. MDA will provide LICENSEE with a copy of the application for which LICENSEE has paid the cost of filing, as well as copies of any documents received or filed during prosecution thereof.

 **VII. INFRINGEMENT BY THIRD PARTIES**

7.1 LICENSEE, at its expense, must enforce any patent exclusively licensed hereunder against infringement by third parties and is entitled to retain recovery from such enforcement. LICENSEE agrees to pay MDA a royalty on any monetary recovery if the monetary recovery is for damages or a reasonable royalty in lieu thereof. LICENSEE must notify MDA in writing of any potential infringement within 30 days of knowledge thereof. If LICENSEE does not file suit against a substantial infringer within six months of knowledge thereof, then BOARD and MDA may, at their sole discretion, enforce any patent licensed hereunder on behalf of itself and LICENSEE, with MDA retaining all recoveries from such enforcement, and/or reduce the license granted hereunder to non-exclusive.

7.2 In any suit or dispute involving an infringer, the parties agree to cooperate fully with each other. At the request and expense of the party bringing suit, the other party will permit access during regular business hours, to all relevant personnel, records, papers, information, samples, specimens, and the like in its possession.

 **VIII. PATENT MARKING**

8.1 LICENSEE agrees that all packaging containing individual LICENSED PRODUCT(S), documentation therefor, and when possible for actual LICENSED PRODUCT(S) SOLD by LICENSEE, AFFILIATES, and/or sublicensees of LICENSEE will be permanently and legibly marked with the number of the applicable patent(s) licensed hereunder in accordance with each country's patent laws, including Title 35, United States Code.

 **IX. INDEMNIFICATION**

9.1 LICENSEE agrees to hold harmless and indemnify BOARD, SYSTEM, MDA, its Regents, officers, employees, students, and agents from and against any claims, demands, or causes of action whatsoever, costs of suit and reasonable attorney's fees, including without limitation, those costs arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the rights granted hereunder by LICENSEE, its officers, its AFFILIATES or their officers, employees, agents or representatives.

 **X. USE OF BOARD AND COMPONENT'S NAME**

10.1 LICENSEE will not use the name of (or the name of any employee of) MDA, SYSTEM or BOARD in any advertising, promotional or sales literature on its Web site or for the purpose of raising capital without the advance express written consent of BOARD secured through:

M. D. Anderson Services Corporation
7505 S. Main, Suite 500
Houston, TX 77030
ATTENTION: Natalie Wright
Email: nwright@mdanderson.org

Notwithstanding the above, LICENSEE may use the name of (or name of employee of) MDA, SYSTEM or BOARD in routine business correspondence, or as needed in appropriate regulatory submissions without express written consent.

**XI. CONFIDENTIAL INFORMATION AND PUBLICATION**

11.1 MDA and LICENSEE each agree that all information contained in documents marked "confidential" and forwarded to one by the other (i) are to be received in strict confidence, (ii) used only for the purposes of this AGREEMENT, and (iii) not disclosed by the recipient party (except as required by law or court order), its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:

(a) was in the public domain at the time of disclosure; or

(b) later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns; or

(c) was lawfully disclosed to the recipient party by a third party having the right to disclose it; or

(d) was already known by the recipient party at the time of disclosure; or

(e) was independently developed by the recipient without use of the other party's confidential information; or

(f) is required by law or regulation to be disclosed.

11.2 Each party's obligation of confidence hereunder will be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information, but always at least a reasonable degree of care. This obligation will exist while this AGREEMENT is in force and for a period of three years thereafter.

11.3 MDA reserves the right to publish the general scientific findings from research related to LICENSED SUBJECT MATTER, with due regard to the protection of LICENSEE's confidential information. MDA will submit the manuscript of any proposed publication to LICENSEE at least 30 days before publication, and LICENSEE shall have the right to review and comment upon the publication in order to protect LICENSEE's confidential information. Upon LICENSEE's request, publication may be delayed up to 60 additional days to enable LICENSEE to secure adequate intellectual property protection of LICENSEE's confidential information that would otherwise be affected by the publication.

 **XII. ASSIGNMENT**

12.1 Except in connection with the sale of substantially all of LICENSEE's assets to a third party, this AGREEMENT may not be assigned by LICENSEE without the prior written consent of BOARD, which will not be unreasonably withheld.

 **XIII. TERM AND TERMINATION**

13.1 Subject to Sections 13.2, 13.3 and 13.4 hereinbelow, the term of this AGREEMENT is from the EFFECTIVE DATE to the full end of the term or terms for which PATENT RIGHTS have not expired, or if only TECHNOLOGY RIGHTS are licensed and no PATENT RIGHTS are applicable, for a term of 15 years.

13.2 Any time after one year from the EFFECTIVE DATE, BOARD and MDA have the right to terminate this license in any national political jurisdiction within the LICENSED TERRITORY if LICENSEE, within 90 days after receiving written notice from MDA of the intended termination, fails to provide written evidence satisfactory to MDA that LICENSEE or its sublicensee(s) has commercialized or is actively and effectively attempting to commercialize a licensed invention in such jurisdiction(s). The following definitions apply to Section 13.2: (a) "commercialize" means having SALES of LICENSED PRODUCTS incorporating PATENT RIGHTS or incorporating TECHNOLOGY RIGHTS in such jurisdiction; (b) "active attempts to commercialize" means having SALES of LICENSED PRODUCTS or an effective, ongoing and active research, development, manufacturing, marketing or sales program as appropriate, directed toward obtaining regulatory approval, and/or production and/or SALES of LICENSED PRODUCTS incorporating PATENT RIGHTS or incorporating TECHNOLOGY RIGHTS in any jurisdiction, and has provided plans acceptable to MDA, in its sole discretion, to commercialize licensed inventions in the jurisdiction(s) that MDA intends to terminate.

13.3 Subject to any rights herein which survive termination, this AGREEMENT will earlier terminate in its entirety:

(a) automatically if LICENSEE becomes bankrupt or insolvent and/or if the business of LICENSEE shall be placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise; or

(b) upon 30 days written notice from MDA if LICENSEE breaches or defaults on the payment or report obligations of ARTICLE IV, or use of name obligations of ARTICLE X, unless, before the end of the 30-day period, LICENSEE has cured the default or breach to BOARD's satisfaction and so notifies BOARD, stating the manner of the cure; or

(c) upon 90 days written notice from MDA if LICENSEE breaches or defaults on any other obligation under this AGREEMENT, unless, before the end of the 90-day period, LICENSEE has cured the default or breach to BOARD's satisfaction and so notifies BOARD, stating the manner of the cure; or

(d) at any time by mutual written agreement between LICENSEE, MDA and BOARD, upon 180 days written notice to all parties and subject to any terms herein which survive termination; or

(e) if Section 13.2 is invoked.

13.4 Upon termination of this AGREEMENT:

(a) nothing herein will be construed to release either party of any obligation matured prior to the effective date of the termination; and

(b) LICENSEE covenants and agrees to be bound by the provisions of Articles IX (Indemnification), X (Use of Board and Component's Name) and XI (Confidential Information and Publication) of this AGREEMENT; and

(c) LICENSEE may, after the effective date of the termination, sell all LICENSED PRODUCTS and parts therefor that it has on hand at the date of termination, if LICENSEE pays the earned royalty thereon and any other amounts due pursuant to Article IV of this AGREEMENT; and

(d) LICENSEE grants to BOARD a nonexclusive royalty bearing license with the right to sublicense others with respect to improvements made by LICENSEE (including improvements licensed by LICENSEE from third parties) in the LICENSED SUBJECT MATTER. LICENSEE and BOARD agree to negotiate in good faith the royalty rate for the nonexclusive license. BOARD's right to sublicense others hereunder is solely for the purpose of permitting others to develop and commercialize the entire technology package.

 **XIV. WARRANTY: SUPERIOR-RIGHTS**

14.1 Except for the rights, if any, of the Government of the United States of America as set forth below, BOARD represents and warrants its belief that (a) it is the owner of the entire right, title, and interest in and to LICENSED SUBJECT MATTER, (b) it has the sole right to grant licenses thereunder, and (c) it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

14.2 LICENSEE understands that the LICENSED SUBJECT MATTER may have been developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. This AGREEMENT is explicitly made subject to the Government's rights under any such agreement and any applicable law or regulation, including P.L. 96-517 as amended by P.L. 98-620. To the extent that there is a conflict between any such agreement, applicable law or regulation and this AGREEMENT, the terms of such Government agreement, applicable law or regulation shall prevail.

14.3 LICENSEE understands and agrees that BOARD, by this AGREEMENT, makes no representation as to the operability or fitness for any use, safety, efficacy, approvablity by regulatory authorities, time and cost of development, patentability, and/or breadth of the LICENSED SUBJECT MATTER. BOARD, by this AGREEMENT, also makes no representation as to whether any patent covered by PATENT RIGHTS is valid or as to whether there are any patents now held, or which will be held, by others or by BOARD in the LICENSED FIELD, nor does BOARD make any representation that the inventions contained in PATENT RIGHTS do not infringe any other patents now held or that will be held by others or by BOARD.

14.4 LICENSEE, by execution hereof, acknowledges, covenants and agrees that LICENSEE has not been induced in any way by BOARD, SYSTEM, MDA or employees thereof to enter into this AGREEMENT, and further warrants and represents that (a) LICENSEE has conducted sufficient due diligence with respect to all items and issues pertaining to this AGREEMENT; and (b) LICENSEE has adequate knowledge and expertise, or has used knowledgeable and expert consultants, to adequately conduct such due diligence, and agrees to accept all risks inherent herein.

 **XV. GENERAL**

15.1 This AGREEMENT constitutes the entire and only agreement between the parties for LICENSED SUBJECT MATTER and all other prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof will be made except by a written document signed by both parties.

15.2 Any notice required by this AGREEMENT must be given by prepaid, first class, certified mail, return receipt requested, and addressed in the case of MDA to:

The University of Texas M.D. Anderson Cancer Center
Office of Technology Development
7515 S. Main, Suite 490
Houston, Texas 77030
ATTENTION: William J. Doty

or in the case of LICENSEE to:
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ATTENTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or other addresses as may be given from time to time under the terms of this notice provision.

15.3 LICENSEE must comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.

15.4 This AGREEMENT will be construed and enforced in accordance with the laws of the United States of America and of the State of Texas. The Texas State Courts of Harris County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Southern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this AGREEMENT, and LICENSEE consents to the jurisdiction of such courts.

15.5 Failure of BOARD to enforce a right under this AGREEMENT will not act as a waiver of right or the ability to later assert that right relative to the particular situation involved.

15.6 Headings included herein are for convenience only and will not be used to construe this AGREEMENT.

15.7 If any part of this AGREEMENT is for any reason found to be unenforceable, all other parts nevertheless will remain enforceable.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

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| BOARD OF REGENTS OF THEUNIVERSITY OF TEXAS SYSTEMBy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_John Mendelsohn, M.D.PresidentM. D. Anderson Cancer Center Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (LICENSEE) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| THE UNIVERSITY OF TEXASM.D. ANDERSON CANCER CENTERBy \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Leon LeachExecutive Vice President M. D. Anderson Cancer CenterDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   |
| Approved as to Content:By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_William J. DotyManaging Director, Technology DevelopmentM. D. Anderson Cancer CenterDate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   |



**EXHIBIT I**

EXHIBIT I SHOULD BE SPECIFIC SUCH THAT THE TECHNOLOGIES ARE IDENTIFIED BY REFERENCE TO A PATENT NUMBER, PATENT APPLICATION SERIAL NUMBER, INVENTION DISCLOSURE REPORT, AND/OR CREATED BY A SPECIFIC PERSON AT MDACC.