File w/ File 143

_____, 198_

University of Wisconsin-Madison
Madison, Wisconsin 53706

Attention: Professor _____

Gentlemen:

This letter will confirm that _____(Company)_____ will contribute to the University of Wisconsin-Madison an unrestricted grant of $_____ for the year beginning _____, 198_ and ending _____, 198_.

These funds are to be directed solely to the use of the _____ Group in furtherance of the program of research, education and service of said Group, with Professor _____ designated as the principal investigator and are to be used at his discretion in accordance with University policies.

Specifically, we are interested in funding and following Professor _____, research in "_____" and anticipate continuing professional consultations with him at mutually ageeable times during the course of his research and the initial period set forth above to which this grant will apply and to any renewals thereof.

Payment will be made under the grant on a quarter yearly basis with the understanding and assurance that the first payment will be made prior to _____, 198_.

Very truly yours,

(COMPANY NAME)

By _____

PRINCIPAL INVESTIGATOR-SPONSOR AGREEMENT

AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 198_ (hereinafter the "effective date" of this Agreement) by and between _____ (hereinafter referred to as "SPONSOR"), a corporation of the State of _____, having executive offices at _____, and _____ (hereinafter referred to as "INVESTIGATOR"), having an address at _____.

WITNESSETH:

WHEREAS, INVESTIGATOR proposes to act as a Principal Investigator in a program of research at the University of Wisconsin, Madison, Wisconsin (hereinafter referred to as "UNIVERSITY"), entitled _____

_____

(hereinafter referred to as the "RESEARCH PROGRAM"), incorporated by reference as Appendix A; and

WHEREAS, SPONSOR is desirous of funding the RESEARCH PROGRAM and of engaging the services of INVESTIGATOR therein; and

WHEREAS, SPONSOR understands that the UNIVERSITY does not retain patent or other intellectual property rights which may result from the RESEARCH PROGRAM; and

WHEREAS, INVESTIGATOR during the course of work in the RESEARCH PROGRAM may develop an INVENTION (as hereinbelow defined) and if such shall occur will hold property rights related thereto; and

WHEREAS, SPONSOR as a condition precedent to funding the RESEARCH PROGRAM is desirous of accessing certain property rights of INVESTIGATOR which may accrue as a result of participation in the RESEARCH PROGRAM:

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. Definition. The term "INVENTION" shall mean any discovery, concept, or idea, whether or not patentable, made or conceived during the course of, and/or as a result of the RESEARCH PROGRAM, including but not limited to processes, compositions of matter, machines, software, formulas and techniques, improvements thereof, and know-how related thereto.

2. Inventions and Copyrightable Work. SPONSOR recognizes that any INVENTION(s) or copyrightable work made during the course of, and/or as a result of, the RESEARCH PROGRAM by UNIVERSITY personnel, shall be the property of the inventor or originator thereof. INVESTIGATOR shall provide SPONSOR with a complete written disclosure of each INVENTION promptly after it is made, and shall disclose and assign each INVENTION to the WISCONSIN ALUMNI RESEARCH FOUNDATION (WARF), which organization shall be responsible for securing patent protection thereon.

3. Copyright. INVESTIGATOR agrees not to assert against SPONSOR any copyright on the written results of the research performed under the RESEARCH PROGRAM, including any claim to a statutory copyright on any data. INVESTIGATOR, may, however, publish information obtained under this Program of Research in journals which will copyright, and may also copyright any computer software which may be produced under RESEARCH PROGRAM, and shall assign such copyrights to WARF.

4. Protection of Proprietary Rights. The parties acknowledge that the SPONSOR is supporting the RESEARCH PROGRAM for commercial purposes. Legal protection of any proprietary rights necessary to exploit any INVENTION depends on the nature of the INVENTION and on business considerations. If WARF reasonably determines that patent protection is impractical with respect to any

particular INVENTION, then INVESTIGATOR and SPONSOR shall use best efforts to agree upon appropriate arrangements which will permit the protection of that INVENTION under other legal principles.

5. Notice. Any notice expressly provided for under this Agreement shall be in writing, and shall be deemed sufficiently given if and when received by the party to be notified at its address set forth below or if and when mailed by registered or certified mail, postage prepaid, addressed to such party at such address. Either party may, by notice to the other, change its address for receiving such notices.

In the case of SPONSOR:

In the case of INVESTIGATOR:

6. Assignment. This Agreement shall not be assignable by INVESTIGATOR without the written consent of SPONSOR. If so assigned, this Agreement shall be binding upon and inure to the benefit of the assignee in question.

7. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of _____.

8. Force Majeure. Neither party shall be liable for failures or delays in performance hereunder due to fire, explosion, breakdown of plant, lockout, labor disputes, casualty or accident, lack or failure of source of supply of labor, raw materials, power or supplies, acts of God or the public enemy, interference by civil or military authority, compliance with laws of the United

States of America or of any other governmental authority, or any other cause beyond the control of the party in question.

9. Integration. This document constitutes the full understanding between the parties heretowith reference to the subject matter hereof, and no statements or agreements, oral or written, made prior to or at the signing hereof shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereto by mutual agreement, acknowledgement, or otherwise, unless such agreement is in writing signed by the other party and specifically stating it is an amendment to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate as of the day and year first above written.

SPONSOR (Name of)

By _____

Name _____

Title _____

INVESTIGATOR

By _____

WARF-SPONSOR AGREEMENT

AGREEMENT

THIS AGREEMENT, effective the _____ day of _____, 198_, by and between the Wisconsin Alumni Research Foundation (WARF), a corporation not-for-private-profit, organized and existing under the laws of the State of Wisconsin and having its offices at 614 North Walnut Street, Madison, Wisconsin and _____ _____ (Sponsor), a corporation organized and existing under the laws of the State of _____ and having its offices at _____ _____.

WITNESSETH:

WHEREAS, Sponsor, through an unrestricted grant to the University of Wisconsin (University) has agreed to support a Program of Research entitled _____, and has reached an agreement with the University to that end; and

WHEREAS, (Name) _____ will act as a Principal Investigator (Name) in said Program of Research; and

WHEREAS, said (Name) derives or may derive research support, at least in part, from an agency of the Federal Government and has, therefore, certain obligations as the result of said research support; and

WHEREAS, because of said obligations and otherwise, (Name) intends to disclose to WARF all inventions or discoveries which may be conceived or made during the course of said Program of Research, and to assign to WARF all right, title and interest in and to all such inventions and discoveries; and

WHEREAS, WARF in its function as the patent management designee of the University is willing to accept inventions or discoveries and assignment thereof from said (Name) and to prepare and prosecute patent applications on such inventions or discoveries which in its judgment are warranted; and

WHEREAS, WARF is willing to recognize Sponsor's support of said Program of Research by extending to Sponsor certain rights under such inventions and discoveries as may arise under said program and which (Name) is free to disclose and assign to WARF as a result of participation in said program;

NOW, THEREFORE, in consideration of the aforesaid unrestricted grant to the University from Sponsor, and of the premises and mutual promises and obligations hereinafter set forth, Sponsor and WARF agree as follows:

1. Upon request, WARF shall grant to Sponsor, a royalty-bearing license, which may be exclusive, under any patent applications and patents which WARF files on any inventions which are disclosed to it by (Name) and/or Associates and which were conceived or made solely under the Program of Research, to make, use and sell products covered by any claim, and/or to use processes covered by any claim of said patent applications or patents. The term of said exclusivity under the license and the royalty rate to be paid shall be the subject of negotiation after Sponsor has had the opportunity to evaluate its interest in accepting responsibility for the development, if any of said inventions.

2. Upon request, WARF shall grant to Sponsor a license under any patent applications or patents which WARF files on inventions which are disclosed to it by (Name) and/or Associates and which were conceived or made during the Program of Research in-part with funding from the Federal Government, to make, use or sell products and/or to use processes covered by the claims of said patent applications and patents. Such license if exclusive, shall be exclusive to Sponsor for the lesser period of eight (8) years from the date of execution of the license or five (5) years beginning with the date of the first

commercial use of a process or sale of a product covered by any claim of said patent applications or patents, and shall bear a royalty rate which is mutually agreeable to the parties.

3. (a) If Sponsor does not request a license from WARF in accordance with paragraphs 1. and 2. above within six (6) months of receipt of notice from WARF that a patent application has been filed, then WARF shall be free to license said inventions to third parties.

(b) Upon termination of the exclusive period of any license Sponsor receives under the provisions and terms of paragraphs 1. and 2., the license shall become nonexclusive to Sponsor.

(c) While any license granted to Sponsor pursuant to this Agreement is exclusive to Sponsor, Sponsor shall have the right to grant sublicenses, at a reasonable royalty rate, not less than the royalty rate which it pays to WARF.

4. In any license which will be issued to Sponsor under the terms and provisions of this Agreement Sponsor will provide the chronology of the development program by means of which it expects to ready each invention to which it is licensed, for commercial use. The exclusivity, if any, of the Agreement will be justified by the scope, cost and duration of said program. Sponsor will thereafter submit to WARF periodic reports, not less than semi-annually, of developmental progress and of any changes in the original forecast which have been found necessary, it being understood that the need for said changes will have to be substantiated and that failure to file a report can be considered a breach of the license agreement.

5. In the event the parties are unable to reach agreement as to the

royalty rate in the licenses to be granted to Sponsor under paragraph 1., then such dispute may be submitted by either party to the American Arbitration Association, which body shall make a determination of the royalty rates to be applied and such determination shall be binding upon the parties. The party requesting arbitration shall bear sixty-six percent (66%) of the cost of arbitration.

6. (a) Unless Sponsor has indicated by written notice within six (6) months of a disclosure to it of an invention arising under the Program of Research that it is interested in a license under said invention for use at least in the United States, WARF may proceed at its own expense to file patent application(s) based upon such disclosure in any country of its choice and such application(s) shall not be subject to the requirements of paragraphs 1. and 2. of this Agreement. Sponsor may at any time request a license under such patent or patent application, which WARF agrees to grant upon negotiation of mutually agreeable terms and conditions, unless a third party shall have been given an exclusive license under said patent application or patent.

(b) WARF or its agents, with the consultation of Sponsor's patent attorneys when Sponsor has indicated an interest in any given invention, shall prosecute any patent applications filed on inventions generated during the course of the Program of Research, WARF shall pay all costs relative to the filing and prosecution of United States patent applications and unless Sponsor has indicated that it has no interest in any such invention, Sponsor shall pay all costs relative to the filing and prosecution of corresponding foreign patent applications and of all annuity or maintenance fees thereon or on patents maturing from such foreign patent applications. It is

understood and agreed that WARF and Sponsor shall cooperate in deciding in which countries the filing of patent applications on a particular invention is appropriate.

(c) The parties understand that a situation may arise where Sponsor may wish to seek patent protection on an invention which arises under the Program of Research but which is not deemed by WARF to justify the expense of filing a patent application, but, because of Federal Government funding, Sponsor cannot own the invention. In such event, WARF agrees to file and prosecute the patent application in its name and Sponsor agrees to reimburse WARF's direct expenditures for the preparation, prosecution and maintenance of that patent application and patent maturing therefrom. In return for that Sponsor investment, Sponsor shall enjoy a nonexclusive, royalty-free right to use the invention claimed in such patent or patent application. WARF shall be free to license others, except that Sponsor may, request an exclusive license as outlined in paragraph 2. hereof, it being agreed that such license would carry the requirement for some royalty payment to WARF.

7. Sponsor acknowledges that any exclusive license which is granted to it by WARF on inventions conceived or made wholly or in part with funding from the Federal Government shall be subject to a royalty-free license to the Government of the United States to practice the invention for Governmental purposes and to certain march-in rights as promulgated under PL 96-517 and OMB Circular A-124.

8. Sponsor and WARF agree not to use each other's name, the name of any inventor of inventions conceived or made under Program of Research, or the name of the University of Wisconsin in sales promotion work or advertising, or in any other forms of publicity, without the written

approval of the other party.

9. Termination: The rights granted and the obligations imposed by this Agreement shall terminate upon the completion of the Program of Research as funded in the parallel agreement between Sponsor and the University of Wisconsin dated _____, or any extension thereof funded by additional grants by Sponsor, except that Sponsor's rights under this Agreement with respect to inventions conceived under the Program of Research prior to the termination of this Agreement shall survive termination of this Agreement.

10. WARF agrees that Sponsor may extend the rights granted to it hereunder to any Subsidiary or to its parent company.

In such event, all the terms and provisions of this Agreement shall apply to such subsidiary or parent company to the same extent as they apply to Sponsor, and the operation of such subsidiary or parent company shall be deemed to be operation of Sponsor for all the purposes of this Agreement with Sponsor assuming responsibility for the performance of any such subsidiary or parent company.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by signing in the appropriate spaces provided below.

WISCONSIN ALUMNI RESEARCH FOUNDATION

By _____

Name _____

Title _____

(Sponsor)

By _____

Name _____

Title _____