MEMORANDUM AGREEMENT

between

Staff Members of the University of Wisconsin

and the

Wisconsin Alumni Research Foundation

Whereas _____

_____

of the University of Wisconsin has (have) invented a certain _____

_____

_____

_____

_____

and is (are) desirous of transferring his (their) invention(s) and improvement(s) thereon to the

WISCONSIN ALUMNI RESEARCH FOUNDATION

Therefore, _____ agrees (agree) that in consideration of the prosecution by the Foundation, at its own expense, of application (or applications) for U. S. Letters Patent on said invention, he (they) will execute to the Foundation an assignment of said application or applications, and of all improvements thereon made by him (them) and of any and all patent applications on said improvements, and will assign such foreign applications on said invention and improvements thereon as the Foundation may desire to prosecute at its own expense.

_____

further agrees (agree) to cooperate in the prosecution of said applications for patents by furnishing information and data and by signing all necessary documents and to cooperate in any litigation involving any patents issuing on said applications.

The Foundation agrees to pay to _____

_____

whether connected with the staff of the University of Wisconsin or otherwise, and in the event of the death of any of the inventors, then the share of said inventor (or inventors) to his or (their) estate or (estates) in equal shares to each of them, fifteen percent (15%) of the net avails of monies received from license fees, royalties or otherwise, or for the sale of the said invention and improvements thereon, and any patents obtained thereon. "Net avails" is to be interpreted as that amount of money received by the Foundation, less all expenditures connected with the securing, maintenance, and defending of the patent or patents so assigned, and expenses incurred in securing income arising therefrom.

In the event the licenses granted under patents resulting from this invention are also licenses under patents on improvements or on other inventions assigned to the Foundation, the aggregate amount to be paid by the Foundation to the inventors shall be 15% of the net avails received by the Foundation from the patents as a group. The determination of the division of this 15% of net avails between the inventors shall rest in the sole discretion of the Foundation. In determining such division, the Foundation will evaluate the relative importance of the different patents and assign to each patent a share of the net avails. The share of net avails assigned by the Foundation to each patent shall be divided equally among the inventors named as such on that particular patent. In making the evaluation of the patents, the Foundation will have the right to consult with licensees and if it so elects, to consult with any outside individual or company in order to arrive at a proper evaluation.

_____

_____

_____(inventor)

or

_____(inventors)

WISCONSIN ALUMNI RESEARCH FOUNDATION

By _____

Date _____

Number _____