

CLINICAL TRIAL AGREEMENT

This Clinical Trial Agreement (“Agreement”) is effective as of *[Effective Date]* (“Effective Date”) by and between *[Name of Sponsor]* (“Sponsor”), a *[State of Incorporation]* corporation, with offices at *[address]*, and the **Board of Trustees of the Leland Stanford Junior University** (“Institution”), a not-for-profit educational institution organized under the laws of the State of California, with offices at the Clinical Trials Research Management Group, 3712 Porter Drive, Palo Alto, CA 94304.

WHEREAS, Sponsor is a for-profit company that conducts business in the development of *[drugs/medical devices/biologics]*; and

[WHEREAS, Sponsor has entered into an agreement with [Name of CRO] , a Contract Research Organization (“CRO”) whereby CRO will conduct clinical research services for the Study and will act as an agent on Sponsor’s behalf; and]

WHEREAS, Sponsor has developed a study protocol entitled, “*[Name of Protocol]*,” and

WHEREAS, Sponsor desires Institution to conduct a clinical trial pursuant to the terms of this Agreement;

WHEREAS, Institution has appropriate facilities and personnel with the required qualification, training, knowledge and experience necessary to conduct such a clinical trial;

WHEREAS, the performance of the Study is of mutual interest to Sponsor and Institution, and is consistent with the educational, scholarship, and research objectives of Institution as a nonprofit, tax-exempt, educational institution.

The parties therefore agree as follows:

1. SCOPE OF WORK

1.1 Conduct of the Study. The parties agree to conduct the Study based upon the terms and conditions contained in this Agreement and in accordance with the Protocol attached as Exhibit A.

1.2 Site Evaluation. Sponsor will conduct an evaluation of the planned facilities to be used by Institution for the Study before the performance of the Study and before implementation of the Study.

1.3 Principal Investigator. *[Name of PI]*, M.D., will serve as principal investigator (“Principal Investigator”) for the Study. The Principal Investigator is not a party to this Agreement and acts solely as an employee of Institution.

1.4 [Drug/Device] Supply. Sponsor will provide to Institution at no cost with a sufficient quantity of [Name of Study Drug/Device] ("*Study Drug/Device*") to conduct the Study, as well as any other compounds, materials, equipment, and information which the Protocol specifies Sponsor will deliver or which Sponsor deems necessary to conduct the Study. Any remaining [*Study Drug/ Device*], compounds, materials, and equipment provided by Sponsor are the sole property of Sponsor and will be either returned to Sponsor or destroyed at Sponsor request at the end of the Study, at Sponsor's expense.

1.5 Case Report Forms. Sponsor will provide Institution with a sufficient quantity of Case Report Forms ("CRF's"), necessary questionnaires or other required documentation to conduct the Study. All original CRF's will be the sole property of Sponsor. All other original records of the work completed under this Agreement, including patient medical records, laboratory records and reports, scans, films and information on pre-existing Institution databases will be Institution property. Institution will retain a copy of all Study documents for internal research, teaching and archival purposes.

Choose One

Option A: If no CRO is named:

1.6 Use of CRO. Sponsor has the right to enlist the services of a contract research organization ("CRO") as its representative agent to design, develop, manage, oversee, and otherwise perform functions related to sponsor responsibilities for the Study as permitted by applicable law. The Parties agree that if Sponsor elects to utilize a CRO as its representative agent, the terms and conditions of this Agreement shall still apply to the CRO and the CRO is bound by the responsibilities, liabilities and obligations as an agent of Sponsor.

Option B: If CRO is named:

1.6 Use of CRO. Sponsor has enlisted CRO to act as its representative agent to design, develop, manage, oversee, and otherwise perform functions related to sponsor responsibilities for the Study as permitted by applicable law. The Parties agree that if Sponsor that the terms and conditions of this Agreement shall still apply to the CRO and the CRO is bound by the responsibilities, liabilities and obligations as an agent of Sponsor.

2. COMPENSATION

2.1 Fees. Sponsor will pay Institution for all expenses incurred by Institution in connection with the Study in accordance with the Payment Schedule attached to this Agreement as Exhibit B ("Fees").

2.2 Fee Negotiation. This Agreement is based on an estimated per-patient fixed price basis negotiated at arm's length. The Fees are based upon the reasonable value of similar studies at like institutions in the same geographic area. Institution has not been influenced to participate in this Study based on financial or other inducements from Sponsor. Institution may submit to Sponsor a revised budget requesting additional funds at such time as expenses may reasonably be projected to exceed the Fees. Sponsor will not be liable for any payment in excess of the Fees except upon Sponsor's written agreement.

2.3 Payment. Sponsor will pay by check, which will be made payable to the **Board of Trustees of the Leland Stanford Junior University** and will be sent to:

By first class mail:
Stanford University
P.O. Box 44253
San Francisco, CA 94144-4253

Attn: SPO # [xxxxx]/[PI Name]

By Express Mail:
Wells Fargo Lockbox
Stanford University Lockbox 44253
3440 Walnut Ave.
Building A, 2nd Floor
Fremont, CA 94538
Tel: Ethan Chapman (213) 614-3036

All checks should include a breakdown of the payment and reference the Principal Investigator's name and SPO number for reference purposes. Institution's Tax ID number is 94-1156365.

2.4 Invoice Contact. Sponsor may direct invoicing or billing issues to:

Stanford Receivables/Cash Management
Joyce Marsh
616 Serra Street
Encina Hall, Rm#3
Stanford, CA 94305
jmarsh@stanford.edu

2.5 Payment Contact. For payment inquires, Institution may direct payment inquiries to:

3. INTELLECTUAL PROPERTY

3.1 Pre-existing Intellectual Property. Ownership of inventions, discoveries, works of authorship, and other developments existing as of the Effective Date and all patents,

copyrights, trade secret rights and other intellectual property rights therein (“Pre-existing Intellectual Property”) is not affected by this Agreement. Neither party shall have any claims to or rights in any Pre-existing Intellectual Property of the other party, except as may be expressly provided in any other written agreement between the parties.

[CHOOSE OPTION A OR B]

OPTION A : PI-initiated Study

3.2 Inventions. *“Inventions” shall mean all inventions, discoveries and developments conceived, first reduced to practice or otherwise discovered or developed by either party or any such party’s personnel in performance of the Study. Sponsor shall own all Inventions that are conceived, first reduced to practice or otherwise discovered or developed solely by Sponsor or any of its personnel. Institution shall own all Inventions that are conceived and first reduced to practice or otherwise discovered or developed by Institution or any of its personnel. The parties who contribute to conception, reduction to practice, or otherwise discovered or developed of any Inventions shall own such Inventions jointly. Sponsor will be granted a non-exclusive, royalty-free license to Institution Inventions for non-commercial, internal research and development purposes.*

OPTION B: Sponsor-initiated Study

3.2 Inventions. *“Study Inventions” shall mean all inventions, discoveries and developments conceived and first reduced to practice, discovered, or developed in the performance of the Study and related to the [Study Drug/Study Device]. Sponsor will own any such Study Inventions. Institution will promptly disclose to Sponsor in writing any Study Invention. Institution will cooperate and assist Sponsor by executing and causing its personnel to execute all documents reasonably necessary to assign all rights to Study Inventions to the Sponsor. Institution will retain a perpetual, non-exclusive, non-transferable, paid up rights to use the Study Inventions for internal research, educational, patient care, and archival purposes.*

3.3 Intellectual Property Agreements. Institution will obtain patent and copyright agreements to effectuate the purposes of this Agreement from all individuals who perform any part of the Study.

3.4 Study Data. The data generated as a result of this Study will be jointly owned by the parties to use for purposes identified in the patient authorization, the informed consent and this Agreement.

4. DATA AND BIOLOGICAL MATERIAL

4.1 Study Data. Institution may maintain a copy of all Study results and data for research, teaching, educational, archival, auditing and patient care purposes. If data is

entered into any pre-existing Institution database (including patient medical records), Sponsor does not acquire any rights to the Institution database.

4.2 Biological Materials. "Biological Materials" include materials derived from subjects enrolled in the Study and used pursuant to the Protocol, including, but not limited to, blood, bone marrow, urine, sera, and other biological materials. If Biological Materials will be used or obtained in performance of the Study, Sponsor will reimburse Institution for the cost of shipping such Biological Materials to Sponsor. Biological Materials will not be used for any purpose other than as described in the Protocol. Upon completion, early termination or expiration of the Study or this Agreement, all unused Biological Materials shall be destroyed as required by law or regulation or stored in accordance with the Protocol.

4.3 Equipment. *Sponsor shall provide the equipment, as set forth in Exhibit C of this Agreement, to Institution to conduct the Study ("Sponsor-Provided Equipment"). Sponsor is responsible for maintaining service/maintenance agreements for the Sponsor-Provided Equipment and is liable for all taxes and insurance relating to the Sponsor-Provided Equipment. Title and ownership of the Sponsor-Provided Equipment shall remain with Sponsor. Institution will return the Sponsor-Provided Equipment to Sponsor at the conclusion of the Study, less normal wear and tear, at Sponsor's expense.*

5. COMPLIANCE

5.1 Federal Law. Institution, Principal Investigator and Sponsor [*and CRO*] will comply with all applicable federal, state, and local laws, regulations and guidelines including, but not limited to 21 CFR §50, 54, 56 and 812 and the requirements of the Federal Food, Drug, and Cosmetic Act ("FDCA"), as amended, and regulations promulgated thereunder ("the Act") and the United States Food and Drug Administration ("FDA") regulations governing the protection of human subjects and regulations governing clinical investigators.

5.2 IRB. Institution will conduct the Study in accordance with any conditions imposed by the FDA or the Institutional Review Board ("IRB") at Institution. If Sponsor's written instructions are inconsistent with the Protocol, the Protocol approved by the IRB will govern the conduct of the Study.

5.3 Sunshine Act. The parties acknowledge that certain state or federal laws now or in the future may require Sponsor to disclose information regarding compensation, funding, gifts, payments or other remuneration ("Remuneration") provided to physicians and other members of the health care community. Sponsor may report information about Remuneration provided under this Agreement as required by applicable law, and shall notify Institution if such reporting occurs. Once reported, such information may be publicly accessible.

5.4 **Securities Laws.** Institution and Principal Investigator understand and acknowledge that United States securities laws prohibit any person who has material non-public information about a company from: (i) purchasing or selling securities of such company; and (ii) communicating such material non-public information to any other person under circumstances where it is reasonably foreseeable that such person is likely purchase or sell securities of such company. Institution and Principal Investigator further acknowledge that Sponsor's Confidential Information, including without limitation Data, reports and information concerning the progress of the Study, may constitute such material non-public information. Institution and Investigator will comply with all applicable United States securities laws with respect to such Sponsor Confidential Information.

5.5 **Debarment.** Institution agrees that neither Institution nor any person employed or engaged by Institution in the Study has been debarred pursuant to sections 306(a) or (b) of the Federal FDCA (21 U.S.C. Section 335(a) and 335(b)) and that no debarred person will in the future be employed or engaged by Institution in connection with services to be performed by Institution for Sponsor. Institution further agrees that it will notify Sponsor immediately in the event of any debarment or threat of debarment occurring during the period of this Agreement.

5.6 **Protected Health Information.** In connection with research studies, Institution may collect "Protected Health Information" ("PHI") as defined in the Health Insurance Portability and Accountability Act ("HIPAA") 45 C.F.R. section 164.501 or "Medical Information" as defined under Cal. Civil Code section 56.5, both terms hereinafter referred to as "PHI". Institution will obtain a patient authorization/informed consent from Study subjects to allow Institution to disclose the PHI to Sponsor. Sponsor will use the PHI in accordance with the patient authorization/informed consent. Either party may use and disclose the information de-identified in accordance with the standards set forth in 45 C.F.R. section 161.514 as allowed by law.

6. HUMAN RESEARCH PROTECTION PROGRAM

6.1 Sponsor acknowledges that Institution has a human research protection program ("HRPP") established in accordance with the principles and standards of the Association for the Accreditation of Human Research Protection Programs that is applicable to all clinical research studies, including the Study, that includes: (i) their submittal for prospective and continuing review to Institution's institutional review board ("IRB") as required by the FDA regulations governing the protection of human research subjects, (ii) obtaining of consent from human research subjects as required by the FDA regulations governing the protection of human research subjects, (iii) conducting them in accordance with ethical standards such as the Belmont Report.

6.2 In furtherance of Institution's HRPP, Sponsor agrees:

- (a) to promptly notify the Principal Investigator and/or the IRB directly, of
 - (i) non-compliance with the study protocol in Exhibit A or applicable laws, particularly those laws related to human research subjects, that could impact the safety or welfare of participating subjects, (ii) serious adverse events that have been reported to the FDA or other governmental agency in relation to the Study at Stanford or any other site, (iii) unanticipated problems in the Study at Institution or any other site that could relate to risks to participating subjects, and (iv) circumstances that could affect subjects' willingness to continue to participate in the Study or the IRB's continuing approval of the Study, and
- (b) to develop a plan of communication to subjects with the Principal Investigator that is acceptable to the IRB when new findings or results of the Study might impact the willingness of subjects to continue to participate in the Study or directly affect their current or future safety or medical care.

6.3 Sponsor agrees to provide Institution with any data and safety monitoring reports related to the Study. Institution agrees that such reports will be submitted to the IRB as required. During the Study and for at least two (2) years following the completion of the Study at all sites, Sponsor shall promptly provide Institution and Principal Investigator with the written report of any routine monitoring findings in site monitoring reports and data safety monitoring committee reports including, but not limited to, data and safety analyses.

7. ACCESS

7.1 Sponsor will have reasonable access to Principal Investigator and other project personnel, project facilities, drug records, subject records, case reports, and other records, subject to applicable laws and regulations. Sponsor agrees to provide at least twenty four hours notice prior to a Study site visit and will schedule such visit during normal business hours upon Institution's consent. Sponsor *or CRO on behalf of Sponsor* will limit the number of site visits to those outlined in the Protocol. If Sponsor exceeds the number of reasonable site visits, Sponsor will reimburse Institution for reasonable costs and expenses to make Study personnel available.

7.2 If there is a FDA audit related to the Study, Institution agrees to provide Sponsor with prompt notice of the FDA audit. Institution is free to respond to any FDA inquiries and will provide Sponsor with a copy of any final response or documentation to the FDA regarding the Study. Sponsor will reimburse Institution for the reasonable costs incurred by Study personnel in responding to a FDA audit or investigation.

7.3 Sponsor will provide Principal Investigator with all of Sponsor's relevant information pertaining to the Study, including potential adverse reactions of subjects.

8. CONFIDENTIAL INFORMATION

8.1 Sponsor and Institution recognize that conducting the Study may require the transfer of confidential or proprietary information between the parties. All documents, information, materials and data provided to Institution by Sponsor will be considered confidential information of the Sponsor if marked as "confidential" ("Sponsor Confidential Information"). All documents, information, materials and data provided by Institution to Sponsor will be considered information of Institution if marked as "confidential" ("Institution Confidential Information"). Sponsor Confidential Information and Institution Confidential Information shall be collectively referred to as "Confidential Information". In consideration of the disclosure of any Confidential Information to the other, Sponsor and Institution agree that, for a period of five (5) years from the date of this Agreement, they will:

- (a) Make no use of Sponsor's Confidential Information except as allowed in this Agreement;
- (b) Make no use of Institution's Confidential Information without an appropriate patient authorization and/or consent and as allowed in this Agreement.
- (b) Not disclose to third parties any of the Confidential Information belonging to the other party without express written consent of the disclosing party except in accordance with this Agreement; and
- (c) Take precautions as normally taken with the receiving party's own confidential and proprietary information to prevent disclosure to third parties.

8.2 The obligation of confidentiality does not apply to study results, supporting data or to information that:

- (a) Is publicly available through no fault of recipient;
- (b) Is disclosed to the recipient by a third party;
- (c) Is already known to the recipient at the time of disclosure; or
- (d) Is developed by the recipient without reference to the Confidential Information.
- (e) Is required to be disclosed by law, regulation, or court order.

9. PUBLICATION

9.1 The basic objective of research activities at Institution is the generation of new knowledge and its expeditious dissemination for the public's benefit. Sponsor will provide all reasonable cooperation with Institution in meeting this objective.

9.2 Notwithstanding any terms to the contrary in this Agreement, Institution retains the right at its discretion to publish freely any results of the Study. Institution agrees to provide Sponsor a copy of any manuscript at least thirty (30) days prior to its submission for publication. Sponsor may review the manuscript:

- (a) To ascertain whether Sponsor's Confidential Information would be disclosed by the publication;
- (b) To identify potentially patentable technology so that appropriate steps may be taken to protect such technology; and
- (c) To confirm that the privacy rights of the individuals are adequately protected.

9.3 Sponsor will provide comments, if any, within thirty (30) days of receipt of manuscript. If Institution patentable technology is disclosed in the manuscript, Sponsor will promptly advise Institution whether it requests Institution to file and prosecute a patent application.

9.4 In the case of a multicenter Study, Principal Investigator understands that a multicenter publication will be prepared and published, with a committee comprised of participating principal investigators responsible for such multicenter publication. Principal Investigator agrees not to publish the results of Institution's participation in the Study until after the completion of the Study at all participating sites, allowing for the review and analysis of the Study results and the preparation and publication of the multicenter results. Should a multicenter publication not materialize within twelve (12) months after the Study is completed at all participating sites, Principal Investigator may publish/present the individual Study results. Sponsor will provide to Institution a copy of all Study results from participating sites upon written request for purposes of publication.

9.5 Institution will give Sponsor the option of receiving an acknowledgment in such publication for its sponsorship of the Study.

9.6 If Sponsor elects to publish the results from Institution's participation, Sponsor agrees to provide Institution with a copy of the proposed publication at least thirty (30) days prior to publication and agrees to acknowledge Institution's participation in the Study as appropriate for peer review publications.

10. TERMINATION

The Study will continue until the Study is completed at Institution. The parties agree that no patient enrollment will occur until there is IRB approval of the Protocol at Institution.

Either party may terminate this Agreement upon thirty (30) days prior written notice. In the event of any early termination of this Agreement, Sponsor will pay the

reasonable expenses incurred by Institution in winding down and terminating the Study, including the costs of the Study during the wind down period and all expenses and non-cancelable commitments made prior to termination.

11. NOTICES

Any notices given under this Agreement will be in writing and delivered by mail or by hand addressed to the parties as follows:

**Board of Trustees of the Leland
Stanford Junior University**

Sponsor

Clinical Trials Research
Management Group
Attn: Clinical Trial Contract Officer
3172 Porter Drive
Palo Alto, CA 94304

12. PUBLICITY

12.1 Neither party will identify the other in any promotional advertising or other promotional materials to be disseminated to the public or use the name of any faculty member, employee, or student or any trademark, service mark, trade name, or symbol of the other, including but not limited to Stanford Hospital and Clinics and Lucile Packard Children’s Hospital, without the other party’s prior written consent.

12.2 Notwithstanding anything to the contrary, Sponsor agrees to allow publicly registered information about the Study to appear on Institution’s Clinical Trials Directory website.

13. INDEMNIFICATION

13.1 Sponsor agrees to indemnify, defend, and hold harmless Institution, Institution’s Institutional Review Board, Stanford Hospital and Clinics, Lucile Salter Packard Children’s Hospital, their respective trustees, directors, employees, agents, subcontractors, and students ("Institution Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Institution Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement, the Study done under this Agreement, use of Study results/data or breach of any law or regulation by Sponsor and employees, agents

and/or representatives of Sponsor, except to the extent that such liability is due to the gross negligence of Institution or breach of any law or regulation by Institution.

13.2 Institution will promptly notify Sponsor of any such claim and will cooperate with Sponsor in the defense of the claim. Sponsor agrees, at its own expense, to provide attorneys reasonably acceptable to Institution to defend against any claim with respect to which Sponsor has agreed to provide indemnification hereunder. Sponsor agrees not to settle any claim against Institution with an admission of liability against Institution without Institution's written consent. This indemnity shall not be deemed excess coverage to any insurance or self-insurance Institution may have covering a claim. Sponsor's indemnity shall not be limited by the amount of Sponsor's insurance.

14. SUBJECT INJURY

Sponsor agrees that it, and not Institution, is responsible for the costs of diagnosis, care and treatment of any undesirable side effects, adverse reactions, illness or injury to a participant in the Study, which in the reasonable judgment of the Principal Investigator or Institution result from the participation in the Study, except for such costs that arise directly from (i) the negligent activities, reckless misconduct or intentional misconduct of Institution, the Principal Investigator or his/her staff or (ii) their failure to adhere to the terms of the Protocol. This section is not intended to create any third-party contractual benefit for any participants in the Study.

15. INSURANCE

15.1 Institution will self-insure or maintain insurance covering its liability under this Agreement.

[CHOOSE OPTION A OR B]

OPTION A:-HIGH RISK STUDIES

15.2 Sponsor will procure and maintain during the term of this Agreement comprehensive liability, clinical trial and product liability insurance to the full amount of Sponsor's insurance limits, but in no event less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate, with a reputable and financially secure insurance carrier.

15.3 Such insurance must include Institution, Institution's Institutional Review Board, Stanford Hospital and Clinics and Lucile Salter Packard Children's Hospital as additional insureds with respect to this Agreement. This insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement.

15.4 *Prior to the effective date of this agreement, Sponsor shall provide Institution with a Certificate of Insurance and Additional Insured Endorsement evidencing primary coverage and advise Institution of any deductibles to Sponsor's insurance.*

15.5 *Upon request by Institution, Sponsor shall provide Institution with thirty (30) days written notice of cancellation or material change. Sponsor will advise Institution in writing that it maintains excess liability coverage (following form) over primary insurance for at least the minimum limits set forth above.*

15.6 *Sponsor's insurance will be primary coverage with respect to its indemnification responsibilities under this Agreement. Institution's insurance or self-insurance will be excess and noncontributory.*

15.7 *If Sponsor's insurance is written on a claims made basis, as opposed to an occurrence basis, Sponsor shall guarantee that it will purchase "tail" coverage and/or a retrospective coverage provision to provide continuation and uninterrupted of coverage of all claims.*

OPTION B: LOWER RISK STUDIES

15.2 *Sponsor will procure and maintain sufficient insurance covering its liability under this Agreement.*

15.3 *Upon request by Institution, Sponsor shall provide Institution with a Certificate of Insurance evidencing appropriate insurance coverages.*

15.4 *Sponsor's insurance will be primary coverage with respect to its indemnification responsibilities under this Agreement. Institution's insurance or self-insurance will be excess and noncontributory.*

15.5 *If Sponsor's insurance is written on a claims made basis, as opposed to an occurrence basis, Sponsor shall guarantee that it will purchase "tail" coverage and/or a retrospective coverage provision to provide continuation and uninterrupted of coverage of all claims.*

16. NO WARRANTIES

INSTITUTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE STUDY OR ANY INVENTION, PROCESS OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT.

17. LIMITATION OF LIABILITY

INSTITUTION SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY SPONSOR, ANY LICENSEE, OR ANY OTHERS INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF DATA OR DELAY OR TERMINATION OF THE STUDY, OR FROM THE USE OF THE RESULTS OF THE STUDY, OR ANY SUCH INVENTION OR PRODUCT.

18. FORCE MAJEURE

Institution will not be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond Institution's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

19. MISCELLANEOUS

- 19.1 **Arbitration.** Any dispute between the parties in connection with this Agreement which cannot be resolved by mutual agreement will be finally settled through arbitration under the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those Rules. Arbitration will be held in Palo Alto, California, or at any other mutually agreeable location.
- 19.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.
- 19.3 **Survival.** Sections 3, 5, 6, 8, 9, 12, 13, 14 15, 16 and 17, including any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.
- 19.4 **Divisibility.** If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.
- 19.5 **Independent Contractors.** Institution and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.
- 19.6 **Research Freedom.** This Agreement is not to be construed to limit the freedom of Study personnel participating in this Study to engage in any other Study.

- 19.7 **Choice of Laws.** This Agreement is governed by the laws of the State of California without regard to conflict of law principles. Any legal action involving this Agreement or the Study under it will be adjudicated in the State of California at a mutually agreeable location.
- 19.8 **Order of Precedence.** In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other agreement concerning this Study between the Parties and their employees, the terms of this Agreement will prevail.
- 19.9 **Entirety.** This Agreement represents the entire agreement and understanding between the parties and their employees with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.
- 19.10 **Amendments.** Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the parties.
- 19.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts. Counterparts of this Agreement also may be exchanged via electronic PDF copy, and an electronic PDF copy of any party's signature will be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions which follow.

Sponsor	THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

The Principal Investigator acknowledges his/her responsibilities to carry out this Agreement.

READ AND UNDERSTOOD:

By: _____
[INSERT NAME]
Principal Investigator

EXHIBIT A

Protocol

[INSERT TITLE OF PROTOCOL]

EXHIBIT B

Payment Schedule

[INSERT BUDGET INFO]

EXHIBIT C

Sponsor-Provided Equipment

1. Description of Equipment:

2. Disposition of Equipment: