

MASTER COLLABORATION AGREEMENT

THIS MASTER COLLABORATION AGREEMENT (this "**Agreement**") is made and entered into as of this 15th day of September, 2016 (the "**Effective Date**") by and among: (i) **CHAN ZUCKERBERG BIOHUB, INC.**, a California nonprofit public benefit corporation (the "**Hub**"), (ii) **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a trust possessing corporate powers under the laws of the State of California ("**Stanford**"), (iii) **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California constitutional corporation, on behalf of and limited to its San Francisco campus, including its school of medicine and hospital ("**UCSF**"), and (iv) **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California constitutional corporation, on behalf of and limited to its Berkeley campus ("**Berkeley**"). Each of Stanford, UCSF and Berkeley is referred to herein individually as a "**Home Institution**" and collectively as the "**Home Institutions**". Each of the Home Institutions and the Hub is referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Hub is structured as an independent medical research organization and will seek tax-exemption under section 501(a) of the Internal Revenue Code of 1986, as amended (the "**Code**") as an organization described in sections 170(b)(1)(A)(iii) and 501(c)(3) of the Code, with a mission of curing, managing, and preventing all diseases of man by the end of the 21st century;

WHEREAS, the Hub wishes to collaborate and interact with each of the Home Institutions, including, as applicable, hospitals affiliated with such Home Institutions, in support of the Hub's non-profit mission and wishes to establish facilities in close proximity to the Home Institutions in order to foster such collaboration and interaction;

WHEREAS, each Home Institution is a university or other medical or research institution that has faculty and staff with expertise in the areas of curing, managing, and preventing disease, and each Home Institution desires to collaborate and interact with the Hub and each other;

WHEREAS, the Hub is committed to facilitating the swift, efficient and strategic development and commercialization of intellectual property in order to make new treatments and technologies available to patients as expeditiously as possible; and

WHEREAS, the Hub and each of the Home Institutions desire to collaborate to further these and other related purposes as further set forth herein.

NOW THEREFORE, in consideration of these premises and the mutual promises and agreements herein set forth, and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. In addition to the other capitalized terms defined elsewhere herein, the following terms shall have the following meanings when used in this Agreement.

1.1 "Administration Fee" has the meaning set forth in Section 13.1.1.1.

1.2 "Affiliate Gift" has the meaning set forth in Section 5.1.

1.3 “Affiliated Researcher” means an employee of an academic, medical or other research institution who has a lab and/or academic appointment at a Home Institution and who has received from such other institution (i) approval to participate in activities of the Hub and (ii) written consent to the intellectual property and other terms of this Agreement applicable to such employee.

1.4 “Agreement” has the meaning set forth in the preamble hereto.

1.5 “Applicable Laws” means applicable laws, rules or regulations, including any rules, regulations, guidelines or other requirements of any applicable federal, national, regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils or other government entities regulating or otherwise exercising authority with respect to any of the Parties or activities in connection with this Agreement, in each case, as amended from time to time.

1.6 “Background IP” means all Intellectual Property Developed by any employee, student or Affiliated Researcher of a Home Institution (i) before the Effective Date or (ii) after the Effective Date, in each case, that is neither Hub IP nor Joint IP.

1.7 “Berkeley” has the meaning set forth in the preamble hereto.

1.8 “Cause” means (i) engagement in negligence or willful misconduct that is, or would reasonably be expected to be, materially detrimental to the Hub, a Home Institution or the operation or effectiveness of this Agreement; (ii) engagement in any conduct that compromises the integrity of scientific research, such as the falsification or fabrication of data; (iii) engagement in any act of fraud, embezzlement or dishonesty against the Hub or a Home Institution; (iv) engagement in any act of assault or any other act of violence in the workplace; (v) any conviction, guilty plea or plea of *nolo contendere* for any felony or crime of moral turpitude; or (vi) any serious violation of a Home Institution policy.

1.9 “Chan/Zuckerberg Investigator” means an employee or Affiliated Researcher of a Home Institution appointed by the Hub in accordance with Article 6.

1.10 “Claims” has the meaning set forth in Section 10.1.

1.11 “Code” has the meaning set forth in the preamble hereto.

1.12 “Confidential Information” means any proprietary or confidential information provided or otherwise made available by or on behalf of a Party, whether orally, in writing, electronically or by observation, to one or more of the other Parties or its or their regents, directors, managers, officers, employees, faculty, students, agents or representatives, that is designated as confidential or reasonably should be understood to be confidential based upon the nature of the information or the circumstances of its disclosure.

1.13 “Develop” means to conceive, develop, reduce to practice or otherwise generate, and “Developed” and “Development” have correlative meanings.

1.14 “Disclosing Party” has the meaning set forth in Section 11.1.

1.15 **“Dispute”** has the meaning set forth in Section 14.2.

1.16 **“Effective Date”** has the meaning set forth in the preamble hereto.

1.17 [REDACTED]

1.18 **“Gross Revenue”** has the meaning set forth in Section 13.1.1.

1.19 **“Home Institution”** has the meaning given in the preamble hereto and includes any new institution added in accordance with Section 2.6.

1.20 **“Home Institution Cure Period”** has the meaning set forth in Section 8.3.1.

1.21 **“Home Institution Facilities”** means any facilities owned or leased by a Home Institution that are not Hub Facilities.

1.22 **“Home Institution for Cause Event”** has the meaning set forth in Section 8.3.1

1.23 **“Home Institution IP”** means all Intellectual Property Developed by any employee or Affiliated Researcher of a Home Institution that is not Joint IP.

1.24 **“Hub”** has the meaning set forth in the preamble hereto.

1.25 **“Hub Board”** means the board of directors of the Hub.

1.26 **“Hub Cure Period”** has the meaning set forth in Section 8.2.1.

1.27 **“Hub Facilities”** means any facilities (i) owned or leased by the Hub or (ii) to which the Hub has rights pursuant to a space-use, license, sublease or similar agreement, including those made available to the Hub on site at any of the Home Institutions, it being understood that the Space and the Stanford Hub Space shall be deemed **“Hub Facilities”**.

1.28 **“Hub for Cause Event”** has the meaning set forth in Section 8.2.1.

1.29 **“Hub Funding”** means any funds from a Chan/Zuckerberg Investigator’s discretionary research budget, an Affiliate Gift, or otherwise from the Hub or by a third party on behalf of or in support of the Hub.

1.30 **“Hub IP”** means all Intellectual Property Developed by any Hub employee that is not Joint IP.

1.31 **“Hub Platform”** means any technology platform or tools developed by, or on behalf of, the Hub.

1.32 **“Indemnified Parties”** has the meaning set forth in Section 10.1.

1.33 “**Indemnifying Party**” has the meaning set forth in Section 10.1.

1.34 “**Infrastructure Charge**” has the meaning set forth in Section 5.2.

1.35 “**Infrastructure Charge Cap**” has the meaning set forth in Section 5.2.

1.36 “**Initial Term**” has the meaning set forth in Section 8.1.

1.37 “**Intellectual Property**” means inventions (whether patentable or not), discoveries, methods, processes, machines, compositions of matter, articles of manufacture, software, those copyrightable works that fall outside of each Home Institution’s definitions of scholarly works in their respective intellectual property policies, tangible research material, other tangible property, data and results.

1.38 “**Inter-Institutional Agreement**” has the meaning set forth in Section 12.5.4.

1.39 “**Inventor’s Share**” has the meaning set forth in Section 13.1.1.2.

1.40 “**Joint IP**” means each of (a) any Intellectual Property subject to a separate written agreement designating it as such as provided in Section 4.2 and (b) any Intellectual Property Developed in part or in whole by:

- (i) any employee, student or Affiliated Researcher of a Home Institution, including a Chan/Zuckerberg Investigator, a recipient of an Affiliate Gift, or any team member of a Chan/Zuckerberg Investigator or recipient of an Affiliate Gift, using Hub Funding (including using Hub Funding for payment of salary, wages, stipends or other compensation or benefits; payment of the expenses incurred by such employee, student, Affiliated Researcher or team member; payment to purchase, rent or otherwise access equipment, software or supplies; payment to acquire, license or otherwise access intellectual property; payment in connection with the purchase, lease or license of space; payment for services, utilities or other resources; payment for the engagement of third parties; payment for administrative support; and payment for any other benefit accruing to such employee, student, Affiliated Researcher or team member or his or her research), whether the activities relating to such Development are carried out at Hub Facilities or at Home Institution Facilities or using any Hub Platform; *provided, that*, the primary recipient of such Hub Funding indicates or otherwise agrees, in accordance with applicable Hub policies and procedures, that Hub Funding (together with, if applicable, Hub Facilities and/or any Hub Platform) was used to perform activities material to the Development of such Intellectual Property; or
- (ii) any employee, student or Affiliated Researcher of a Home Institution, including a Chan/Zuckerberg Investigator, a recipient of an Affiliate Gift, or any team member of a Chan/Zuckerberg Investigator or recipient of an Affiliate Gift, while using Hub Facilities or any Hub Platform, *provided, that*, such employee, student or Affiliated Researcher indicates or

otherwise agrees, in accordance with applicable Hub policies and procedures, that such use (together with, if applicable, Hub Funding) was material to the Development of such Intellectual Property; or

- (iii) any employee, student or Affiliated Researcher of a Home Institution, including a Chan/Zuckerberg Investigator, a recipient of an Affiliate Gift, or any team member of a Chan/Zuckerberg Investigator or recipient of an Affiliate Gift, using (x) capital equipment located at any Home Institution Facilities that is purchased, leased or otherwise acquired or maintained using Hub Funding or (y) supplies or non-capital equipment that was obtained using Hub Funding; *provided, that*, such Chan/Zuckerberg Investigator or recipient of an Affiliate Gift indicates or otherwise agrees, in accordance with applicable Hub policies and procedures, that such use (together with, if applicable, Hub Facilities and/or any Hub Platform) was material to the Development of such Intellectual Property; or
- (iv) any Hub employee while using Home Institution Facilities, *provided, that*, such Hub employee indicates or otherwise agrees, in accordance with applicable Hub policies and procedures, that such use was material to the Development of such Intellectual Property; or
- (v) at least one employee, student or Affiliated Researcher of a Home Institution who is named as an inventor on a patent claiming such Intellectual Property, on the one hand, and at least one employee of the Hub who is named as an inventor on such patent, on the other hand.

1.41 “Losses” has the meaning set forth in Section 10.1.

1.42 “Net Revenue” has the meaning set forth in Section 13.1.2.

1.43 “Operations and Technology Committee” has the meaning set forth in Section 12.1.

1.44 “Participating Home Institution” has the meaning set forth in Section 12.5.

1.45 “Party” has the meaning set forth in the preamble hereto.

1.46 “Patent and Licensing Costs” has the meaning set forth in Section 13.1.1.2.

1.47 “Platform Services” means services with respect to CLIA Lab sequencing/diagnostics, CryoEM and Structural Biology/MedChem, Mass Spectrometry Proteomics, Cloud Computing and Storage and other similar high-capital equipment or technologies.

1.48 “Protected Health Information” means computerized or electronic records as well as paper-based files in any media or format collected or maintained that specifically identify, or when used together with other available information identify, a particular individual. Protected Health Information includes the name, address, telephone number, facsimile number, social

security number, DEA number, other government issued identifiers, credit card information, IP addresses, e-mail addresses, insurance identification information, and information relating to the past, present, or future health or condition (physical or mental) of an individual but does not include information that is de-identified or made anonymous.

1.49 "Receiving Party" has the meaning set forth in Section 11.1.

1.50 "Records" has the meaning set forth in Section 14.1.

1.51 "Representatives" has the meaning set forth in Section 11.1.

1.52 "Space" has the meaning set forth in Section 3.1.

1.53 "Stanford" has the meaning set forth in the preamble hereto.

1.54 "Stanford Hub Space" has the meaning set forth in Section 3.3.

1.55 "Stanford Space Use Agreement" has the meaning set forth in Section 3.3.

1.56 "UCSF" has the meaning set forth in the preamble hereto.

2. OPERATIONS OF THE HUB

2.1 Management of the Hub. The Hub is an independent research institute that shall operate under the direction of the Hub Board. The Hub and the Hub Board shall be solely responsible for all aspects of the Hub's governance, management, funding, research focus and operations.

2.2 Financial Support and Funding.



2.3 Hub Employees; Conflict Policies. The Hub shall be responsible, in its sole and absolute discretion, for establishing, funding, and providing the salaries and benefits of Hub employees. The Hub shall have its own policies, including a conflict of interest and conflict of

commitment policy, that shall apply to Hub employees and Chan/Zuckerberg Investigators in connection with their Hub-related activities. Any Hub conflict of commitment or conflict of interest policy shall be reasonably consistent with the conflict of commitment and conflict of interest policies, respectively, set forth in each Home Institution's faculty policies generally governing faculty medical researchers or such other policies as agreed by the Hub from time to time.

2.4 Hub Research and Development Resources. The Hub shall own, operate, and develop internal infrastructure and technologies, including Hub Platforms, required to support its project areas and the research agendas of the Chan/Zuckerberg Investigators and Hub research employees.

2.5 Relationship Among the Hub and the Home Institutions. The Hub and the Home Institutions shall collaborate in conducting medical research and sharing personnel and resources as set forth in this Agreement. The Parties recognize the importance of flexibility in their relationship and the necessity for regular communications and interactions in support of their collaboration. The Hub and one or more of the Home Institutions may from time to time amend or supplement this Agreement or enter into other agreements to reflect changes in their relationships or to address operational and other matters; *provided, that*, such agreements shall not supersede or be inconsistent with this Agreement.

2.6 New Home Institutions. The Hub may, from time to time and after consulting with the then-current Home Institutions, add additional academic, medical or other research institutions as Home Institutions by having such institutions become parties to this Agreement. Upon signature by any such additional institution of a counterpart signature page hereof, such institution shall be deemed a Party hereto and this Agreement shall be deemed properly amended to include such institution without the necessity of any further actions; *provided, that*, if an amendment to this Agreement is required in order to properly add any new institution as a party to this Agreement, the then-current Parties will appropriately amend this Agreement in accordance with Section 14.16 hereof.

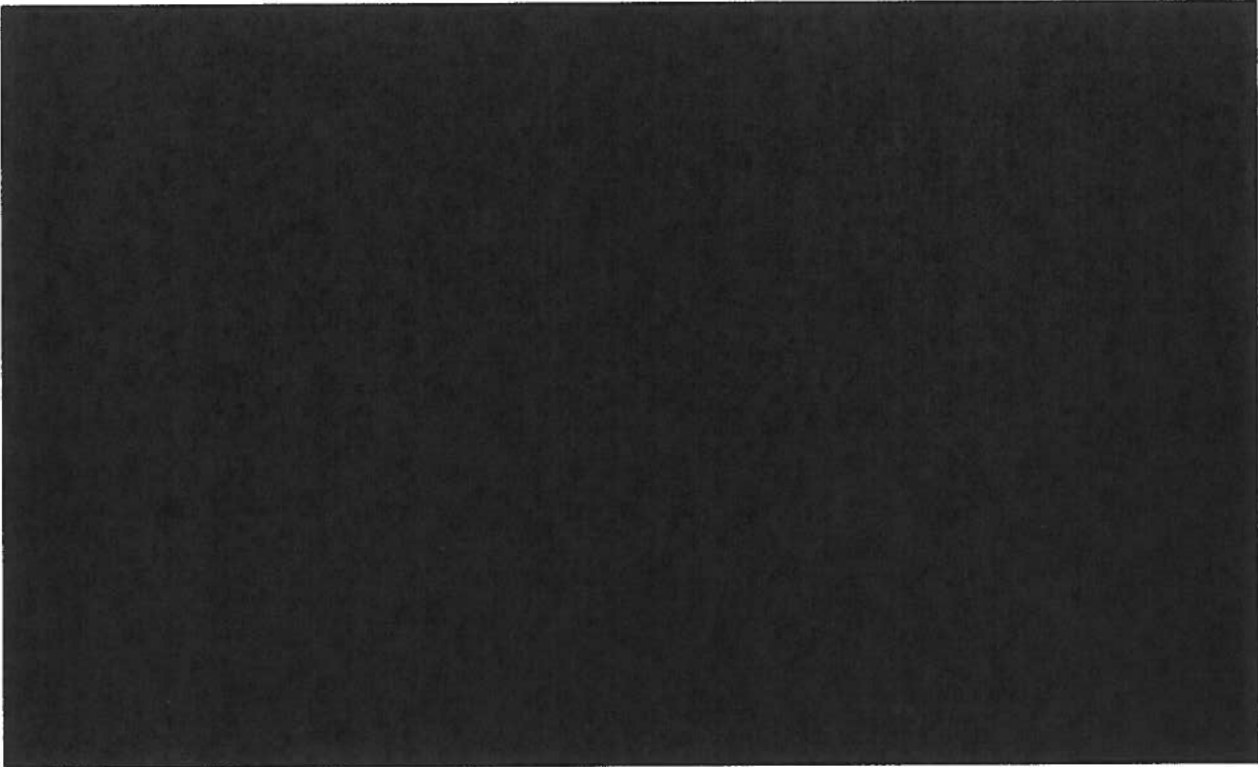
3. HUB FACILITIES

3.1 The Space at UCSF. The Hub's primary operations shall initially be conducted in the unoccupied portions of the 3rd and 4th floors of 499 Illinois St., San Francisco, adjacent to the UCSF Benioff Hospital (the "Space").

3.2 Space Use Agreement. Concurrently with the execution of this Agreement, the Hub and UCSF are entering into a Space Use Agreement, substantially in the form attached hereto as Exhibit A, with respect to the basic rent payable by the Hub as well as the Hub's access, use and occupancy of the Space.

3.3 Satellite Facilities at Stanford.





3.4 Other Satellite Facilities. In addition to the Space at UCSF and the Stanford Hub Space, the Hub may also have satellite facilities at one or more other Home Institutions, as mutually agreed by the Hub and any such Home Institution, to facilitate collaborative research activities among the Hub and the Home Institutions.

The Hub and each Home Institution that makes a satellite facility available to the Hub shall enter into a separate space use agreement governing the Hub's access, use and occupancy of such satellite facility, as appropriate.

4. USE OF FACILITIES AND RESOURCES

4.1 Use of Home Institution Resources. Each Home Institution shall permit the Hub to access and use its institutional review boards, institutional animal care and use committees, animal facilities, core facilities (e.g., laboratories, FACS, microscopy, proteomics, etc.), HIPAA training and compliance, research compliance training, and such other services as the Hub and the applicable Home Institution may agree upon from time to time.

Hub employees shall have security access to common areas of the Home Institutions as generally afforded to faculty and staff of the Home Institutions. The Hub shall have access to the libraries of the Home Institutions, use of internal mail services, transportation systems, access to cafeterias, eateries and catering operated by or on behalf of the Home Institutions, and access to the Home Institutions' cloud computing services. In addition, the Hub shall have the option to purchase goods and services from third parties at Home Institution prices,

if permitted under the Home Institution's relevant vendor agreements. For clarity, Hub employees who access and use Home Institution facilities and services shall not become subject to policies applicable to Home Institution employees as a result of such access and use. However, when such Hub employees are on the campus of a Home Institution, they shall abide by all policies of such Home Institution applicable to all visiting researchers and, in the case of the use of a Home Institution's facilities, applicable to all visitors using such facilities. The Hub and each Home Institution shall use commercially reasonable efforts to appropriately identify any capital equipment located at such Home Institution that is purchased, leased or otherwise acquired or maintained using Hub Funding in accordance with the applicable asset tagging policies of such Home Institution.

4.2 Use of Hub Resources. The Hub will be a center of research activity with its own research employees and state-of-the-art equipment. From time to time, employees, students or Affiliated Researchers of Home Institutions with appropriate qualifications may visit Hub Facilities to participate in research and other collaboration-related activities at Hub Facilities and to use Hub Platforms, Hub equipment and other Hub resources, in each case with the approval of, and subject to any applicable policies and procedures specified by, the Hub. Frequent users of Hub Facilities or Hub Platforms may, as determined in the Hub's sole and absolute discretion, be required to sign a separate form of agreement with the Hub relating to such use, which agreement may include a designation that any Intellectual Property Developed by such users when using such Hub Facilities or such Hub Platforms shall be deemed to be Joint IP, subject in each case to the prior written approval of the applicable Home Institution and all relevant Home Institution collaborators participating in the applicable project. Provided that each relevant Home Institution collaborator has given his/her written consent to his/her Home Institution, such Home Institution's approval shall not to be unreasonably withheld, conditioned or delayed beyond thirty (30) days of request for such approval.

4.3 The Hub Platforms.



4.4 External Platform Services. The Hub shall have the right to access and use Platform Services at the Home Institutions as needed in connection with Hub-affiliated research projects. Charges to the Hub for such access shall not exceed any applicable non-subsidized internal institutional pricing. Any access or use of such Platform Services by the Hub shall be subject to any applicable Home Institution policies regarding the access or use of such Platform Services.

5. GIFTS

5.1 Affiliate Gift Program. The Hub shall direct an affiliate gift program that will make available gifts for the pursuit of research by employees, students or Affiliated Researchers of a Home Institution, subject to any applicable policies and procedures specified by the Hub (each,

an “Affiliate Gift”), it being understood that Affiliate Gifts will be paid to each applicable Home Institution to be used at the sole discretion of the individual gift recipient in pursuing research described in his/her proposal to the Hub. [REDACTED]

[REDACTED] Affiliate Gift recipients shall be selected by an internal Hub panel based on a process determined by the Hub in its sole and absolute discretion. Affiliate Gifts shall be considered discretionary and shall be transferred by a gifting mechanism, subject to the Infrastructure Charge Cap. In their proposals, prospective Affiliate Gift recipients shall be required to disclose to the Hub (i) any potentially relevant Background IP invented or co-invented by the recipient and disclosed to the applicable Home Institution’s technology transfer office and (ii) any third party obligations resulting from prior or concurrent sponsored funding of such recipient that may be attached to Joint IP Developed by such recipient in connection with the proposed research or commercialization thereof. In addition, for so long as each Affiliate Gift recipient is conducting activities using an Affiliate Gift, such recipient shall update the disclosures required by this Section 5.1 prior to accepting funding from any third party that may attach to any Joint IP Developed by such recipient using such Affiliate Gift. In each case, participation in the Affiliate Gift program by a particular employee, student or Affiliated Researcher of a Home Institution shall be voluntary on the part of the individual and shall be subject to the approval of the applicable Home Institution, with such approval not to be unreasonably withheld, conditioned or delayed, it being understood that any delay beyond thirty (30) days from the date on which approval was so requested shall be deemed unreasonable and may be submitted by the Hub for dispute resolution in accordance with Section 14.2 hereof. For clarity, and by way of example, it shall not be unreasonable for a Home Institution to withhold, condition or delay approval for a particular employee, student or Affiliated Researcher to participate in the Affiliate Gift program if there is a legal conflict relating to the applicable individual’s proposed participation (such as a lack of approval from an institution that employs such Affiliated Researcher) or if such employee, student or Affiliated Researcher will not be able to concurrently fulfill: (i) his/her obligations under existing agreements and (ii) his/her obligations associated with the Affiliate Gift.

5.2 Infrastructure Charge. Subject to Section 6.3.1, for all grants, gifts (including Affiliate Gifts), donations and other funding from, or provided on behalf of, the Hub to a Home Institution, any overhead fee, gift charge, infrastructure and operations fee, administrative fee, indirect cost rate or other similar charge or fee (“Infrastructure Charge”) assessed or imposed with respect to such funding shall be [REDACTED]

6. CHAN/ZUCKERBERG INVESTIGATORS

6.1 Role of Chan/Zuckerberg Investigators and Integration into the Hub.

6.1.1 The Hub intends to select a series of researchers to become Chan/Zuckerberg Investigators through a competitive application process open to all ladder-ranked (or equivalent tenure tracked) faculty and medical center researchers at each of the Home Institutions, with the final selection power resting solely with the Hub (subject to approval of the applicable Home Institution as specified in Section 6.1.2 below). The application process shall be designed and implemented solely under the direction of the Hub and shall involve such prerequisites or other

preconditions as the Hub shall determine in its sole and absolute discretion, including submission of a research proposal and a statement of scientific achievements. A blue-ribbon panel selected by the Hub shall evaluate candidates and make recommendations to the Hub for its final decision.

6.1.2 The Hub recognizes the importance of informed participation in the Chan/Zuckerberg Investigator program. Accordingly, the Hub shall develop an intake process for Chan/Zuckerberg Investigators that, among other things, (a) explains the terms of a Chan/Zuckerberg Investigator's participation in the Chan/Zuckerberg Investigator program, including the treatment of Joint IP Developed by such Chan/Zuckerberg Investigator and the pre-publication review provisions of Section 11.6 (including the right to seek a waiver of such provisions from the Hub), and (b) requires disclosure by such Chan/Zuckerberg Investigator of (i) any potentially relevant Background IP invented or co-invented by the Chan/Zuckerberg Investigator and disclosed to the applicable Home Institution's technology transfer office, (ii) any third party obligations resulting from prior or concurrent sponsored funding of such Chan/Zuckerberg Investigator that may be attached to Joint IP Developed by such Chan/Zuckerberg Investigator in connection with the proposed research or commercialization thereof, (iii) any (x) consulting or other similar roles held by such Chan/Zuckerberg Investigator and (y) funding to which such Chan/Zuckerberg Investigator is entitled, in each case, that may reasonably be expected to impact any Joint IP Developed by such Chan/Zuckerberg Investigator, and (iv) any other consents or approvals that may be required for such Chan/Zuckerberg Investigator to participate in the program. Throughout the term of each Chan/Zuckerberg Investigator's appointment, he/she shall update the disclosures required by this Section 6.1.2 prior to accepting funding from any third party that may attach to any Joint IP Developed by such Chan/Zuckerberg Investigator using Hub Funding. In each case, participation of a particular investigator who is an employee or Affiliated Researcher of a Home Institution as a Chan/Zuckerberg Investigator shall be voluntary on the part of the individual and shall be subject to the approval of the applicable Home Institution and any applicable affiliated institution, with such approval not to be unreasonably withheld, conditioned or delayed, it being understood that any delay beyond thirty (30) days from the date on which approval was so requested shall be deemed unreasonable and may be submitted by the Hub for dispute resolution in accordance with Section 14.2 hereof. For clarity, and by way of example, it shall not be unreasonable for a Home Institution to withhold, condition or delay approval for a particular employee or Affiliated Researcher to participate as a Chan/Zuckerberg Investigator if there is a legal conflict relating to the applicable individual's proposed participation (such as a lack of approval from an institution that employs such Affiliated Researcher) or if such employee or Affiliated Researcher will not be able to concurrently fulfill: (i) his/her obligations under existing agreements and (ii) his/her obligations of being a Chan/Zuckerberg Investigator.

6.1.3 Chan/Zuckerberg Investigators visiting the Hub shall maintain research facilities at their respective Home Institutions, but may also access and use Hub Facilities to participate in research activities. All Chan/Zuckerberg Investigators shall be expected to commit at least one (1) day per week to being present and participating in research at the Hub.

6.1.4 Consistent with the Hub's policies, Chan/Zuckerberg Investigators shall have the option of hiring postdoctoral fellows and staff who may work at Hub Facilities or at the Chan/Zuckerberg Investigators' labs at their respective Home Institution, and may also work with other Hub research employees. The supervisor of each such postdoctoral fellow or staff member

shall determine at the time of hiring and consistent with the applicable policies of the Hub and the respective Home Institution, whether such fellow or staff member is an employee of his/her Home Institution or an employee of the Hub, with such determination being based on the location at which such fellow or other staff member will primarily perform his/her Hub-related activities. The Hub and each Home Institution shall revisit such determination if circumstances relating to such fellow or other staff member materially change during the course of his/her employment.

6.2 Appointment of Chan/Zuckerberg Investigators; Employment Status.

6.2.1 Each Chan/Zuckerberg Investigator shall be appointed by the Hub for a five (5)-year term, with such term being renewable in accordance with applicable Hub policies and procedures.

6.2.2 When engaging in Hub activities, Chan/Zuckerberg Investigators shall be subject to applicable Hub policies and procedures, as may be amended from time to time, except any Hub policies or procedures relating to employment status shall not apply. Without limiting the foregoing, the Hub's conflict of interest and conflict of commitment policy shall apply to Chan/Zuckerberg Investigators in connection with their Hub-related activities. Chan/Zuckerberg Investigators shall receive research budgets from the Hub (as provided below), but shall not receive any additional compensation from the Hub.

6.2.3 For clarity, Chan/Zuckerberg Investigators shall (i) retain their academic appointments and labs at their respective Home Institutions, (ii) remain employed by, or Affiliated Researchers of, their respective Home Institutions, as the case may be, (iii) if Affiliated Researchers, remain employed by their respective affiliated institutions, and (iv) at all times remain subject to the policies of their respective Home Institutions and affiliated institutions.

6.3 Research Budgets for Chan/Zuckerberg Investigators.

6.3.1 The Hub shall provide each Chan/Zuckerberg Investigator with a discretionary research budget. The Chan/Zuckerberg Investigator shall determine which portion of such budget shall be used to support research activities at the Hub, and such research activities shall in no event be subject to an Infrastructure Charge. The remainder of such budget may be used and allocated, at the discretion of the Chan/Zuckerberg Investigator, to support his or her research activities, including salary and benefits of members of the research team, the cost of equipment relating to such research activities, and the cost of services relating to such research activities, including data center and computing services, administrative services (such as an administrator responsible for the efficient and compliant research and charges for Hub-funded work), human subjects and internal review board services, and animal services. No Home Institution shall place, or attempt to place, any restrictions, requirements, encumbrances or other limitations on a Chan/Zuckerberg Investigator's discretion to use and allocate such funds to support his or her research activities, other than any restrictions, requirements, encumbrances or other limitations that the applicable Home Institution applies generally and consistently with respect to expenditure of gift funds for the conduct of research received by such Home Institution; *provided, that*, in no event may any Home Institution apply any Infrastructure Charge other than as expressly set forth in Section 5.2. If any portion of such discretionary research budget will be utilized at the Chan/Zuckerberg

Investigator's Home Institution, such portion, and only such portion, shall be subject to the Infrastructure Charge.

6.4 Termination of, or Failure to Renew, Chan/Zuckerberg Investigators.

A Home Institution or the Hub may terminate its relationship with a Chan/Zuckerberg Investigator as set forth herein and in accordance with the applicable Home Institution or Hub policies and procedures.

6.4.1 By the Hub. The Hub may, in its sole and absolute discretion, terminate a Chan/Zuckerberg Investigator's appointment at any time pursuant to its own internally established policies and procedures, and may, in its sole and absolute discretion, determine not to reappoint a Chan/Zuckerberg Investigator at the end of his/her term; *provided, that*, in each case of termination without Cause, the Hub gives at least twelve (12) months' advance written notice to such Chan/Zuckerberg Investigator and the applicable Home Institution. After any termination or failure to renew a Chan/Zuckerberg Investigator's appointment, the researcher and his/her Home Institution shall no longer enjoy any rights or benefits of such individual being a Chan/Zuckerberg Investigator. Notwithstanding anything in this Section 6.4.1 to the contrary, the Hub may terminate any Chan/Zuckerberg Investigator's appointment at any time without advance written notice if such termination is for Cause.

6.4.2 By a Home Institution. In the event that the faculty appointment of a Chan/Zuckerberg Investigator at a Home Institution ends or is terminated, his/her status as a Chan/Zuckerberg Investigator shall also simultaneously terminate. The Hub may, but shall have no obligation to, hire any person whose faculty appointment ends or who is terminated by a Home Institution as an employee of the Hub, whether as a Hub staff researcher or other Hub staff member, with the Hub paying such person's salary and benefits in the event the Hub hires such person. The Hub recognizes that any termination of a Chan/Zuckerberg Investigator's faculty appointment for any cause related to misconduct may limit that individual's future ability to use Home Institution facilities in the event the Hub hires such individual as an employee.

7. ACADEMIC APPOINTMENTS OF HUB EMPLOYEES AT HOME INSTITUTIONS

7.1 General. To attract and retain highly qualified researchers at the Hub and to create a collaborative and interactive research environment among the Home Institutions and the Hub, Hub employees who possess the necessary qualifications may be considered for academic appointments in the appropriate department of a Home Institution. The Home Institutions and the Hub shall consult with the appropriate department heads with respect to such appointments. For each such potential appointment, the applicable appointment committee shall be responsible for reviewing and approving the nomination, based upon applicable school and departmental criteria. The Hub shall be solely responsible for all salary, benefits and other costs of employing any Hub employee with an academic appointment at a Home Institution.

7.2 Faculty Privileges. Any Hub employee who has a faculty appointment at a Home Institution shall carry full faculty status, privileges, and consideration for promotion to the same extent as if the salary for such individual were paid by such Home Institution rather than by the

Hub, consistent with the specific terms of the type of faculty appointment that is granted by the Home Institution.

7.3 Staff Hospital Privileges. Any Hub employee holding the necessary and appropriate medical and professional qualifications suitable to the applicable Home Institution may apply for staff privileges at such Home Institution's hospital, where appropriate. Any such privileges, if granted, shall be subject to any applicable Home Institution's policies and procedures as well as any applicable policies, procedures and bylaws of the medical staff of the Home Institution's hospital.

7.4 Termination of Hub Employees with Academic Appointments.

A Home Institution or the Hub may terminate its relationship with a Hub employee who has an academic appointment with such Home Institution as set forth in the applicable provision below.

7.4.1 By the Hub. The Hub may, in its sole and absolute discretion, terminate a Hub employee with an academic appointment at a Home Institution at any time pursuant to the Hub's own policies and procedures. In such event, that person shall not be considered faculty of the Home Institution after the effective date of termination and thereafter shall not enjoy any of the privileges of a faculty member of the Home Institution, except to the extent required by such Home Institution's applicable policies or procedures and subject to any additional due process or notice procedures that may be required by such Home Institution. In the event the Hub terminates a Hub employee with an academic appointment at a Home Institution, such Home Institution may, but shall have no obligation to, hire such person as an employee of the Home Institution and pay his/her salary and benefits.

7.4.2 By a Home Institution. A Home Institution may in its sole and absolute discretion terminate the academic appointment of a Hub employee at any time pursuant to such Home Institution's own policies and procedures. In the event a Home Institution terminates the academic appointment of a Hub employee, the Hub may, but shall have no obligation to, continue to employ that person at the Hub. In such event, that person shall not be considered faculty of the Home Institution after the effective date of termination and thereafter shall not enjoy any of the privileges of a faculty member of the Home Institution, except to the extent required by such Home Institution's applicable policies or procedures.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter in perpetuity unless earlier terminated in whole or in part as provided herein. The first ten (10) years of the term of this Agreement are referred to herein as the "**Initial Term**". During the last year of the Initial Term, the Parties shall review the terms of this Agreement to evaluate whether any amendments should be made in light of the Parties' experiences during the Initial Term or as a result of any changed or new circumstances, it being understood that (i) any such amendment shall comply with Section 14.16 and (ii) any Party hereto may withhold its approval of any such amendment in its sole and absolute discretion.

8.2 Termination by Home Institutions.

8.2.1 During the Initial Term. During the Initial Term, each Home Institution shall have the right to terminate its participation in the Hub and this Agreement as it pertains to such Home Institution in the event a Hub for Cause Event occurs, as further provided herein. “**Hub for Cause Event**” means any of the following events: (i) fraud or willful misconduct by the Hub; (ii) the Hub’s material failure to act in accordance with standards followed by comparable institutions with respect to ethics or good scientific conduct; (iii) a material breach by the Hub of any of its material obligations to such Home Institution under this Agreement; (iv) [REDACTED] or (v) failure by the Hub to obtain, within twelve (12) months of the Effective Date, recognition from the Internal Revenue Service as an organization exempt from taxation under section 501(a) of the Code and described in section 501(c)(3) of the Code. In the event a Home Institution wishes to terminate its participation in the Hub and this Agreement as it pertains to such Home Institution as the result of a Hub for Cause Event, it shall give the Hub written notice thereof. The Hub shall have ninety (90) days (the “**Hub Cure Period**”) from receipt of such notice to cure such Hub for Cause Event to the Home Institution’s reasonable satisfaction. If the Hub fails to cure such event within the Hub Cure Period, such Home Institution may terminate this Agreement as it pertains to such Home Institution by giving written notice to the Hub within thirty (30) days after the end of the Hub Cure Period.

8.2.2 After the Initial Term. After the Initial Term, each Home Institution shall have the right to terminate its participation in the Hub and this Agreement as it pertains to such Home Institution (regardless of cause), by giving twelve (12) months’ prior written notice to the Hub.

8.3 Termination by the Hub.

8.3.1 During the Initial Term. During the Initial Term, the Hub shall have the right to terminate this Agreement as it pertains to one or more of the Home Institutions in the event a Home Institution for Cause Event occurs, as further provided herein. “**Home Institution for Cause Event**” means any of the following events: (i) fraud or willful misconduct by a Home Institution; (ii) a Home Institution’s material failure to act in accordance with standards followed by comparable institutions with respect to ethics or good scientific conduct; or (iii) a material breach by a Home Institution of any of its material obligations under this Agreement. In the event the Hub wishes to terminate this Agreement as it pertains to one or more of the Home Institutions as the result of a Home Institution for Cause Event, it shall give the applicable Home Institution(s) written notice thereof. The Home Institution(s) shall have ninety (90) days (the “**Home Institution Cure Period**”) from receipt of such notice to cure such Home Institution for Cause Event to the Hub’s reasonable satisfaction. If any Home Institution fails to cure such event within the Home Institution Cure Period, the Hub may terminate this Agreement as it pertains to such Home Institution by giving written notice to such Home Institution within thirty (30) days after the end of the Home Institution Cure Period.

8.3.2 During the Term. At any time during the term of this Agreement, in addition to the Hub’s termination rights set forth in Section 8.3.1, the Hub shall have the right to terminate this Agreement as it pertains to one or more of the Home Institutions (regardless of cause), by giving twelve (12) months’ prior written notice to the applicable Home Institution(s).

8.4 Effects of Termination.

8.4.1 No Further Rights. Upon termination of this Agreement with respect to a terminated Party, the rights and obligations of such terminated Party shall cease and be of no further force or effect, except for any rights or obligations that survive termination as provided in Section 8.5 below.

8.4.2 No Effect on Other Home Institutions. Termination of this Agreement as to any Home Institution shall not affect this Agreement as it pertains to any other non-terminated Home Institution, and this Agreement shall remain in full force and effect with respect to all other non-terminated Home Institutions.

8.4.3 Effect on Other Agreements. Termination of this Agreement as to any one or more Home Institutions shall not affect any Inter-Institutional Agreement, license agreement, option agreement, or other written agreement then in effect between the Hub and each such Home Institution, all of which shall continue in accordance with their respective terms (unless such other agreement expressly provides that it terminates upon termination of this Agreement).

8.4.4 Cooperation. Upon any termination of this Agreement, the affected Parties shall cooperate to facilitate the orderly wind-down of activities pursuant to this Agreement and, to the extent applicable, to transition the operations of the Hub to other facilities and to undertake such other acts, including assignment of third-party agreements, as may be reasonably requested by any affected Party in connection with such termination and wind-down.

8.5 Survival. Termination of this Agreement shall not affect any rights or obligations of any of the Parties that have accrued prior to such termination. The following provisions of this Agreement shall survive and remain binding after termination of this Agreement, together with any provisions that by their nature or express terms survive such termination: Sections 8.4 and 8.5 and Articles 10, 11, 12, 13 (Articles 12 and 13 only with respect to Joint IP Developed as of the effective date of termination of this Agreement) and 14.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Organization and Authority. Each Party represents and warrants to each of the other Parties that (i) it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (iii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action and all requisite internal approvals; (iv) the execution, delivery and performance of this Agreement do not require the consent, approval or other authorization of any entity not a party to this Agreement; (v) the execution, delivery and performance of this Agreement do not conflict with, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) upon execution, this Agreement shall be a legal and valid obligation binding upon such Party and enforceable in accordance with its terms.

9.2 Compliance with Applicable Laws. Each Party represents, warrants and covenants to each of the other Parties that it shall comply with all Applicable Laws in its performance under this Agreement.

9.3 No Conflicting Agreements. Each Home Institution represents, warrants and covenants to the Hub that it shall not enter into any agreement that conflicts, or is otherwise inconsistent, with any of its obligations under this Agreement as they apply to Joint IP Developed by Chan/Zuckerberg Investigators and recipients of Affiliate Gifts. Any such conflict or inconsistency of which any of the Parties becomes aware shall be addressed in accordance with the provisions of Section 12.5.1 hereof.

10. INDEMNIFICATION AND INSURANCE

10.1 Indemnification. Each Party shall be responsible for the acts and omissions of its employees and agents under this Agreement. Each Party (an "**Indemnifying Party**") shall, to the extent authorized by Applicable Laws (and in the case of Berkeley, UCSF and any new Home Institution added pursuant to Section 2.6 that is a constituent of The Regents of the University of California, University of California Standing Order 100.4 Duties of the President of the University), indemnify, defend and hold harmless each of the other Parties and each of their respective regents, directors, officers, managers, employees, agents, representatives, successors and assigns (the "**Indemnified Parties**"), from and against any and all liabilities, losses, awards, damages, judgments, costs, taxes and expenses, including reasonable attorneys' fees, costs and interest (collectively, "**Losses**") incurred in connection with any claims, actions, causes of action, proceedings, demands, suits or proceedings (collectively, "**Claims**"), arising from or relating to: (i) any fraudulent, negligent or willful act or omission of the Indemnifying Party in connection with its performance under this Agreement, or (ii) the breach by the Indemnifying Party of any of its representations, warranties, covenants or obligations under this Agreement.

10.2 Notice of Indemnification Claim. The Indemnified Party(ies) shall promptly notify the Indemnifying Party in writing of any Claim with respect to which the Indemnified Party(ies) seek indemnification pursuant to Section 10.1. Failure to give the Indemnifying Party such notice shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent (if any) that the Indemnifying Party can demonstrate that failure to give prompt notice prejudiced its ability to undertake and conduct its defense of such Claim. The Indemnifying Party shall conduct, at its sole expense, the defense of all Claims that fall within the scope of Section 10.1. Each Indemnified Party shall, at the Indemnifying Party's expense, reasonably cooperate with the Indemnifying Party in the defense of any such Claim. The Indemnifying Party shall not compromise or settle any Claims without the prior written approval of the Indemnified Party(ies), which approval shall not be unreasonably withheld, conditioned or delayed. The Indemnified Party(ies) shall have the right to participate, at their sole expense and with counsel of their choosing, in any defense of a Claim undertaken by the Indemnifying Party hereunder. In the event the Indemnifying Party fails to timely commence its defense of any Claim, the Indemnified Party(ies) shall have the right to conduct such defense using counsel of its or their choosing, and the Indemnifying Party shall be responsible for and shall promptly reimburse the Indemnified Party(ies) for all costs of such defense.

10.3 Insurance Requirements. Each Party at its sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force and maintain insurance as set forth below, or a comparable program of self-insurance:

- 10.3.1** Comprehensive or commercial form general liability insurance (contractual liability included) with a limit of one million Dollars (\$1,000,000) per occurrence and a general aggregate of two million Dollars (\$2,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the Effective Date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then that Party shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period;
- 10.3.2** Automobile liability insurance with a limit of one million Dollars (\$1,000,000) per occurrence;
- 10.3.3** Workers' compensation insurance in a form and amount covering such Party's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time, and employer' liability insurance with a limit of one million Dollars (\$1,000,000) per occurrence; and
- 10.3.4** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance, and including, in the case of the Hub, such other insurance coverages that are reasonably customary for an entity of its type and stage of operations.

11. CONFIDENTIALITY

11.1 Confidential Information. Confidential Information may be made available by a Party (the "Disclosing Party") to one or more of the other Parties (each, a "Receiving Party"). Without limiting any other provision hereof, (i) to the extent permitted by Applicable Law, the terms of this Agreement shall be deemed to be the Confidential Information of each Party, it being understood that nothing in this paragraph shall prohibit any Party from publicly disclosing the identity of the Parties, the identity of any recipient of an Affiliate Gift or Chan/Zuckerberg Investigator, the amount and title of any gift or award made pursuant to this Agreement, the duration of any award or gift made pursuant to this Agreement, the amount of the Infrastructure Charge, or other technical codes used for fund accounting purposes; *provided, that*, in each case such public disclosures may be made only after the press release contemplated by Section 14.6 hereof has been made, and (ii)

Except as permitted by this Agreement or otherwise agreed in writing, each Receiving Party shall keep all Confidential Information of the Disclosing Party in strict confidence and shall not, without the Disclosing Party's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any of the Disclosing Party's Confidential Information to anyone at any time during the term of this Agreement or the five (5)-year period thereafter. Each Receiving Party shall use the same degree of care it uses to protect its own proprietary information of a like nature, but no less than reasonable care, to prevent improper use and/or disclosure of the Disclosing Party's Confidential Information. The Receiving Party may use the Disclosing Party's Confidential Information only in connection with performing

its obligations and/or exercising its rights under this Agreement. Confidential Information may be disclosed by a Receiving Party to its employees, agents, professional advisors and consultants (collectively, “**Representatives**”) that require access to such Confidential Information for purposes of exercising any rights granted pursuant to, or performing any obligations under, this Agreement; *provided, that*, such Representatives are subject to confidentiality obligations at least as protective of the Disclosing Party’s Confidential Information as those set forth in this Article 11.

11.2 Exceptions. Confidential Information shall not include any information from and after the date that such information (i) is or becomes publicly known through no act or omission of the Receiving Party or any of its Representatives; (ii) is developed independently by the Receiving Party without use of the Disclosing Party’s Confidential Information; (iii) is known by the Receiving Party when disclosed by the Disclosing Party if the Receiving Party does not then have a duty to maintain its confidentiality; (iv) is rightfully obtained by the Receiving Party from a third party who does not owe the Disclosing Party a duty to preserve its confidentiality; or (v) is approved for disclosure by the prior written authorization of the Disclosing Party. The Receiving Party shall have the burden of proving that information falls within one of the foregoing exceptions.

11.3 Permitted Disclosures. Notwithstanding Section 11.2, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by Applicable Law or by a court or other governmental authority; *provided, that*, it (i) gives the Disclosing Party reasonable advance written notice of the disclosure to the extent feasible; (ii) uses reasonable efforts to resist disclosing the Confidential Information; and (iii) cooperates with the Disclosing Party on request to obtain a protective order or otherwise limit the disclosure.

11.4 Return of Confidential Information. Upon termination of this Agreement, or at any time upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or, at the Disclosing Party’s direction, shall destroy and certify in writing to the Disclosing Party that it has destroyed, all tangible embodiments of Confidential Information in the Receiving Party’s possession (and all copies and reproductions thereof), except that the Receiving Party may retain one copy thereof solely for archival purposes. Such archival copy shall remain subject to the provisions of this Article 11.

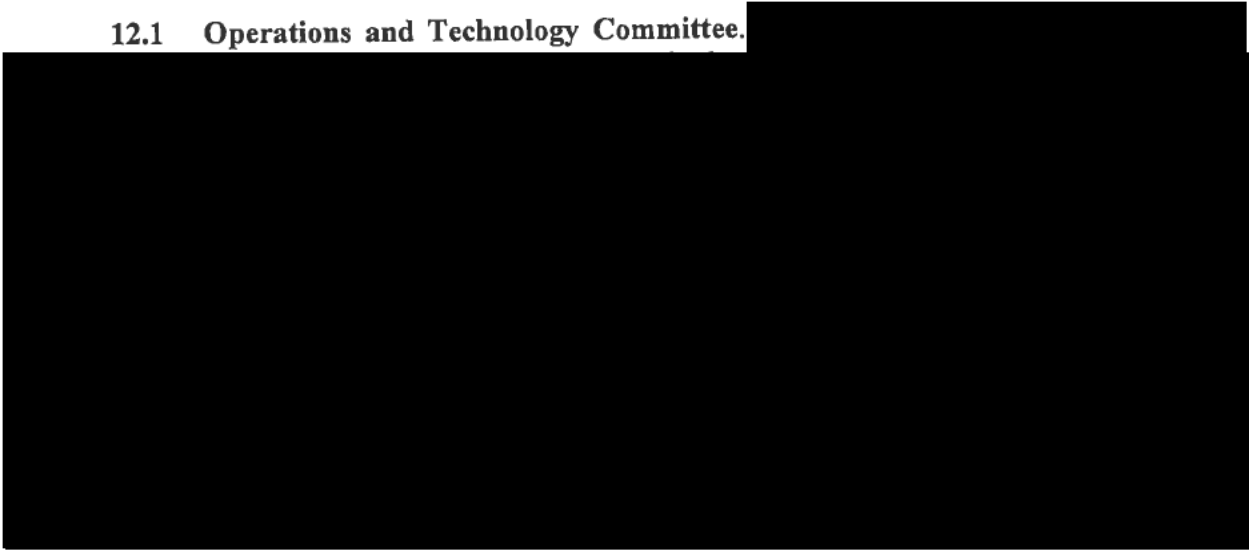
11.5 Protected Health Information. No Party shall disclose any Protected Health Information to any other Party in connection with this Agreement, unless the Party that will receive such Protected Health Information has been notified that such information will be provided and the applicable Parties have signed a Business Associate Agreement or other appropriate document as required under HIPAA.

11.6 Publications. The Hub is committed to principles of academic freedom and openness, and encourages publication of research results made using Hub Funding. Researchers at the Home Institutions who desire to publish or present research results relating to Joint IP shall submit to the Hub any and all proposed disclosures that would be published or presented (e.g., abstracts, posters, draft publications, etc.) for its review at least thirty (30) days prior to the disclosure thereof to any third party (including any journal for review). If, during its thirty (30) day review period, the Hub notifies the applicable Home Institution that (i) it desires to file or have

filed one or more patent applications on any patentable subject matter that constitutes Joint IP and that is disclosed in the draft publication or presentation, the Home Institution shall defer publication or presentation, as applicable, for up to thirty (30) additional days from the date the Hub notifies the Home Institution of such desire, and (ii) any Confidential Information of the Hub is disclosed in such draft, the Home Institution shall delete such Confidential Information from such draft. For clarity, the pre-publication review right set forth in this Section 11.6 shall not apply to publications or presentations relating solely to Home Institution IP. In addition, the Hub may choose to waive the applicability of this provision with respect to research results from any particular project by providing a written notice of waiver to the applicable Home Institution.

12. INTELLECTUAL PROPERTY

12.1 Operations and Technology Committee.



12.2 Background Intellectual Property.

12.2.1 Ownership. As between the Parties, each Party shall retain ownership of all right, title and interest, including all patent, copyright, trademark, trade secret and other proprietary rights, in and to any Background IP of such Party, and no Party shall have any ownership claims to or rights in any Background IP of any other Party absent a written agreement otherwise.

12.2.2 License to Background IP. The Hub does not anticipate using any Background IP of any Home Institution in its activities under this Agreement. However, in the event that a Home Institution is or becomes aware that the Hub would require a license to any Background IP of any Home Institution in order to develop, commercialize or otherwise enjoy any Hub IP or Joint IP, the Home Institution shall so notify the Hub. The Hub may also notify a Home Institution if it requires a license to any Background IP of such Home Institution in order to develop, commercialize or otherwise enjoy any Hub IP or Joint IP. In either such event, within thirty (30) days after any such notice, such Home Institution shall notify the Hub whether or not such Home Institution has the right to grant a license to the Hub under such Background IP. If the Home Institution notifies the Hub that a pre-existing commitment to a third party precludes the Home Institution from licensing such Background IP to the Hub, the Home Institution shall, if requested by the Hub and if legally permitted, facilitate discussions between the Hub and such third party. If the Home Institution is

not precluded from granting a license to the Hub under such Background IP, and subject to the written consent of all applicable inventors, then the Home Institution and the Hub shall negotiate in good faith the terms of a grant to the Hub of a royalty-bearing license, with a right to grant sublicenses through multiple tiers (solely as necessary to develop or commercialize Hub IP or Joint IP), under such Background IP, on either an exclusive or non-exclusive basis at the Home Institution's discretion and on commercially reasonable terms that permit such development, commercialization or other enjoyment.

12.3 Hub IP. As between the Parties, the Hub shall own exclusively all right, title and interest, including all patent, copyright, trademark, trade secret and other proprietary rights, in and to all Hub IP and, accordingly, the Hub may choose whether or not to patent, otherwise protect, develop, license and otherwise commercialize any Hub IP in its sole and absolute discretion.

12.4 Home Institution IP. As between the Parties, each Home Institution, or as applicable, the institution employing an Affiliated Researcher, shall own exclusively all right, title and interest, including all patent, copyright, trademark, trade secret and other proprietary rights, in and to all Home Institution IP and, accordingly, such Home Institution may choose whether or not to patent, otherwise protect, develop, license and otherwise commercialize any Home Institution IP in its sole and absolute discretion.

12.5 Joint IP. The Hub and each Home Institution whose employees, students or Affiliated Researchers participate, in any material respect, in the Development of any Joint IP (each, a "Participating Home Institution") shall jointly own such Joint IP. Subject to the other provisions of this Section 12.5, each Home Institution covenants that it has in place and enforces policies and procedures requiring prompt written disclosure of Intellectual Property Developed by each employee, student and Affiliated Researcher of such Home Institution, and requiring each such employee, student and Affiliated Researcher to grant a present assignment to such Home Institution of all Intellectual Property Developed by him/her. To the extent that an assignment from any Home Institution is required in order to effectuate joint ownership by the Hub of any Joint IP, such Home Institution hereby assigns (and shall cause any applicable employee, student or Affiliated Researcher of such Home Institution to grant a present assignment of, to the extent he/she has not already done so in accordance with such Home Institution's policies) joint ownership of the Home Institution's entire right, title and interest, including all patent, copyright, trademark, and other proprietary rights, in and to such Joint IP to the Hub. For the avoidance of doubt, and without limiting any other provision of this Agreement, each Home Institution acknowledges and agrees that the provisions set forth in this Agreement relating to Joint IP shall take precedence over any inconsistent or conflicting provisions of any applicable intellectual property policies of such Home Institution; *provided, that*, each Home Institution's obligations to disclose and/or to assign any Intellectual Property to the Hub shall apply only to the same extent that such disclosure and/or assignment is required to be made to such Home Institution under such Home Institution's patent and/or other intellectual property policies. Any dispute between the Hub and one or more Home Institutions as to inventorship of any patent application or patent shall be resolved in accordance with U.S. patent law and shall be determined by a third party, neutral patent attorney licensed to practice in the U.S. and mutually agreed upon by all Parties who have an interest in the relevant Joint IP. Any dispute between the Hub and one or more Home Institutions as to inventorship or authorship of other non-patentable Intellectual Property or as to

whether any particular Intellectual Property constitutes Joint IP shall be resolved in accordance with the dispute resolution provisions of Section 14.2 hereof.

12.5.1 Third Party Conflicts. In the event that, notwithstanding each applicable Home Institution's compliance with the disclosure obligations specified in Section 5.1 (with respect to recipients of Affiliate Gifts) and Section 6.1.2 (with respect to Chan/Zuckerberg Investigators), a situation arises in which such Home Institution has a contractual obligation to a third party to administer any Joint IP, such Home Institution shall so notify the Hub and shall discuss with the Hub collaboratively and in good faith an amicable resolution of such matter. Without limiting the foregoing, such Home Institution shall use best efforts to engage the relevant third party in such discussions and, if requested by the Hub, shall facilitate dispute resolution among the Hub, such Home Institution and such third party, whether in accordance with Section 14.2 hereof, in accordance with any dispute resolution provisions applicable to such Home Institution and the relevant third party, or otherwise. For the avoidance of doubt, in connection with the resolution of third party conflicts as provided herein, no Party shall be required to breach any contractual obligation it has to a third party or to waive any rights or remedies that such Party may have under this Agreement, at law or in equity, all of which are expressly reserved.

12.5.2 Disclosure of Joint IP. Each Home Institution shall disclose in writing to the Hub any Joint IP Developed in whole or in part by such Home Institution's employees, students and/or Affiliated Researchers promptly after, and in any event within thirty (30) days after, disclosure of such Joint IP to the Home Institution's technology transfer office. Such disclosure may be required to be made on an invention disclosure form specified by the Hub and in any event shall be reasonably detailed with respect to potential inventorship, related intellectual property and technology, and structure, function and novelty of the Joint IP.

12.5.3 Commercialization of Joint IP. As between the Hub and each Participating Home Institution, and subject to the approval of the applicable Participating Home Institution(s) as further specified in Section 12.5.4 below, the Hub shall have the exclusive right to determine whether, when and in what manner to patent, otherwise protect, develop, license and otherwise commercialize any and all Joint IP, subject to the terms of the applicable Inter-Institutional Agreement. Joint IP Developed through any use of Federal government funds, equipment or facilities shall be subject to the requirements of 35 U.S.C. §§202-212 and regulations promulgated thereunder and any other relevant Federal government requirements.

12.5.4 Inter-Institutional Agreements. The Hub and each applicable Participating Home Institution shall enter into an inter-institutional agreement in the form attached hereto as Exhibit B, with any changes to such form as the applicable Parties may agree upon on a case-by-case basis, with respect to each invention within any Joint IP that the Hub wishes to protect, develop, license or otherwise commercialize (each an "Inter-Institutional Agreement"). Unless the Hub and a Participating Home Institution agree otherwise in writing with respect to any particular Joint IP, each Inter-Institutional Agreement shall specify the Hub as the lead commercialization party. Any sale or exclusive outlicense of any Joint IP by the Hub shall be subject to the approval of the applicable Participating Home Institution(s), with such approval of any exclusive outlicense, but not sale, not to be withheld, delayed or conditioned by any Participating Home Institution, unless the terms of such outlicense are not commercially reasonable or do not include the required provisions as specified in the applicable

Inter-Institutional Agreement. Within thirty (30) days from the date the Hub requests such approval from any Participating Home Institution, such Participating Home Institution shall notify the Hub whether it approves or denies such sale or outlicense and, in the case of a denial of approval of an outlicense, the basis on which it finds the terms of such outlicense to be not commercially reasonable or the provision(s) specified in the applicable Inter-Institutional Agreement that are lacking. If any such Participating Home Institution has not responded within such thirty (30) day time period or such Participating Home Institution and the Hub dispute the basis of such Participating Home Institution's failure to approve, or denial of approval of, any sale or exclusive outlicense of any Joint IP pursuant to this Section 12.5.4, the matter may be submitted by the Hub for dispute resolution in accordance with Section 14.2 hereof. For the avoidance of doubt, the Participating Home Institution may not condition approval of an exclusive outlicense on modifying the revenue share, or any other provision, set forth in this Agreement. Any denial of approval of a sale or an exclusive outlicense of any Joint IP by any Participating Home Institution must be a decision made at or above the level of the dean of research or director of technology transfer of such Participating Home Institution.

12.5.5 Retained Research License under Joint IP. The Hub and each Home Institution retains the right for itself and for all other non-profit research institutions to use and to practice any Joint IP for non-commercial educational and research purposes. In addition, the Hub is committed to making research tools broadly available for scientific research. Accordingly, a Home Institution may permit industry collaborators that sponsor research at such Home Institution to use for research purposes only, on a non-exclusive basis, tangible research materials (e.g., animal models, cell lines), reagents, data sets and other research tools (collectively "**Research Tools**") that constitute Joint IP, in each case *provided, that*, (i) the applicable Research Tool does not constitute patentable subject matter or, if it does constitute patentable subject matter, an appropriate patent has been filed by or on behalf of the Hub and the applicable Home Institution as Joint IP, and (ii) such Home Institution first notifies the Operations and Technology Committee of any proposed sharing of the Research Tool with an industry collaborator and affords such committee the opportunity to discuss the same.

12.5.6 Joint Research Agreement. The Parties acknowledge that this Agreement constitutes a joint research agreement and any Intellectual Property Developed under this Agreement (including Hub IP and Joint IP) shall be considered as Intellectual Property generated pursuant to a joint research agreement as set forth in 35 U.S.C. § 102(b)(2)(C) and 35 U.S.C. § 102(c).

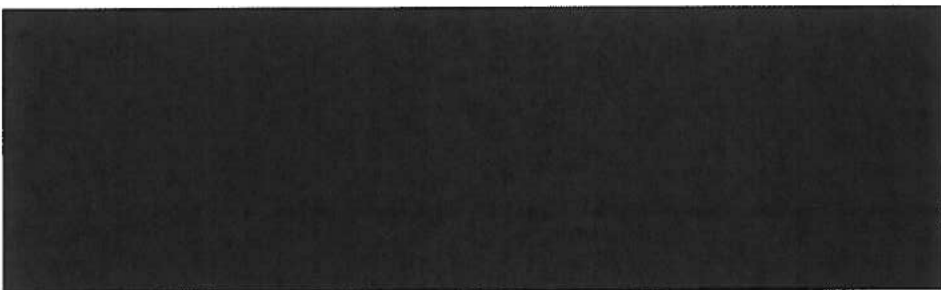
12.5.7 Release of Joint IP. Notwithstanding the other provisions hereof, if, in accordance with the applicable policies of any Home Institution, an inventor of any Joint IP who is a Chan/Zuckerberg Investigator or an Affiliate Gift recipient wishes to place such Joint IP into the public domain instead of patenting the invention, then such inventor must give written notice to the Hub for its approval prior to placing such Joint IP in the public domain, with such approval not to be unreasonably withheld, conditioned or delayed, it being understood that any delay beyond thirty (30) days from the date on which approval was so requested shall be deemed unreasonable. Any disagreement as to whether Joint IP should be placed into the public domain may be submitted by the applicable Home Institution and/or the Hub for dispute resolution in accordance with Section 14.2 hereof.

13. REVENUE SHARE

13.1 Division of Revenue. The Hub and each Home Institution shall share in the revenue arising out of the commercial exploitation of any Joint IP as set forth in this Article 13.

13.1.1 Gross Revenue. "Gross Revenue" means all revenue received by all Parties for the licensing, sale, transfer or other commercial utilization of any Joint IP. Gross Revenue shall be subject to the following deductions, taken in the following order:

13.1.1.1



13.1.1.2



13.1.2 Net Revenue. "Net Revenue" means the amount remaining after all deductions from Gross Revenue specified in Sections 13.1.1.1 and 13.1.1.2 have been made. Net Revenue shall be divided among the Parties as follows:

13.1.2.1



13.2 Other Commercialization Arrangements. While the presumption is that the Hub will be the Party that is responsible for the commercialization of Joint IP, if in any given circumstance the Hub agrees that a Home Institution will be the lead commercialization Party under an Inter-Institutional Agreement, the revenue share provisions of this Article 13 shall apply *mutatis mutandis* to the Home Institution that leads such commercialization.

14. GENERAL

14.1 Records. Each Home Institution shall maintain complete, accurate, and legible written records relating to its use of Hub Funding and its compliance with the terms of this Agreement (“**Records**”). Such Records shall be retained for the longer of five (5) years from the date the relevant activities are undertaken or the period of time required by any Applicable Law. The Hub or its designee shall have the right, upon reasonable notice to a Home Institution, during the term and for five (5) years thereafter (but not more than once per year, unless such audit is for cause), to audit and inspect, or to have its designated auditor or representative audit and inspect, the Records of such Home Institution. Any audit or inspection conducted hereunder shall be at the sole expense of the Hub and shall not unreasonably interfere with the business or research activities of the Home Institution.

14.2 Dispute Resolution. If a claim, controversy, complaint, or dispute arises out of or relates to this Agreement, the interpretation hereof, or any breach or alleged breach hereof, or if there is an unreasonable delay of approval by a Home Institution of any matter specified in this Agreement (“**Dispute**”), the Parties involved in such Dispute shall in good faith attempt to resolve such Dispute through discussions between the president or equivalent office-holder(s) of the Hub or the chairperson of the Hub Board, on the one hand, and the chancellor, president or equivalent office-holder of the applicable Participating Home Institution, on the other. If such individuals are not able to reach resolution of such Dispute within thirty (30) days of the commencement of such discussions, any affected Party may make a written demand for mediation specifying the scope of the Dispute. Within thirty (30) days after such written demand, the affected Parties shall meet for one (1) day (or such longer period as the affected Parties may agree) with a mediator mutually agreeable to them and attempt to resolve such Dispute through mediation. In the event such Dispute is not settled through mediation, such Dispute shall be settled by confidential arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered by any court have jurisdiction thereof. Any mediation or arbitration conducted pursuant to this Section 14.2 shall be held in San Francisco, California, unless otherwise agreed by the affected Parties. Costs incurred by a Party in connection with dispute resolution shall be the responsibility of that Party. Costs of the mediator and, if applicable, arbitrator shall be jointly shared by the affected Parties, unless the mediator or arbitrator specifies a different allocation of costs. Notwithstanding the foregoing, no Party shall be precluded at any time from seeking an injunction against any other Party for infringement of its intellectual property rights or breaches of confidentiality.

14.3 Injunctive Relief. Each Party agrees and acknowledges that its breach of the confidentiality and/or intellectual property provisions of this Agreement could cause one or more of the other Parties irreparable injury for which money damages or other remedies at law would not be a sufficient or adequate remedy. Each Party further agrees and acknowledges that (a) each confidentiality and/or intellectual property provision of this Agreement is necessary for the protection of a legitimate interest of the affected Party, (b) the nature and scope of each such provision is reasonable, and (c) any violation or breach of any such provision may result in immediate and irreparable harm to the affected Party. Therefore, notwithstanding anything in this Agreement to the contrary, each Party agrees and acknowledges that each other Party shall be entitled, to the fullest extent permitted by law, to seek an injunction, specific performance and other equitable relief to prevent any such breach and to enforce specifically any such provision, in addition to any other remedy to which such other Party is entitled at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). No Party shall oppose the granting of any such injunction, specific performance or other equitable relief on the basis that there is a sufficient or adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law, in equity or otherwise. In seeking an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement, no Party shall be required to provide any bond or other security.

14.4 Further Assurances. Each Party shall execute and cause to be delivered to any other Party such instruments and other documents, and shall take such other actions, as any other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement or otherwise permitting any other Party to exercise any of its rights pursuant to this Agreement, including executing and delivering Inter-Institutional Agreements, license agreements, assignment agreements, and other appropriate agreements.

14.5 Other Programs and Collaborations.

14.5.1 Other Programs. Nothing set forth in this Agreement is intended or shall be deemed to require the Hub to undertake programs, employ staff or faculty, or incur fiscal responsibilities beyond those approved by the Hub Board.

14.5.2 Other Collaborations. Nothing set forth in this Agreement is intended or shall be deemed to prevent the Hub from entering into agreements of collaboration or any other type of agreement, including grant agreements and sponsored research agreements, with institutions, facilities or entities, whether public or private, other than the Home Institutions.

14.6 Press Releases; Publicity. The Parties shall agree upon a press release to announce the collaboration formed pursuant to this Agreement. Other than such press release, no Party may make any press release or other public announcement regarding this Agreement, the other Parties to this Agreement, or the collaboration between the Parties without first obtaining any other relevant Party's written consent, except that, following the public disclosure of the initial press release to announce the collaboration formed pursuant to this Agreement, (i) each of the Parties may make factually accurate statements that the Parties are parties to the collaboration formed pursuant to this Agreement, and may use the other Parties' names in such statements, without obtaining such consent and (ii) each of the Parties shall have the right, in consultation with the other Parties, to announce discoveries through public presentations and publication of

academic papers, subject to the provisions of Section 11.6. In addition, the Hub shall have the right, without obtaining the prior written consent of the Home Institutions, to make public announcements regarding Hub-related events, discoveries, publications, hiring of key employees, and other Hub-related matters, so long as any use of a Home Institution's name in any such announcement is used in a factual manner. Each Party shall also have the right to issue releases that disclose information about the collaboration among the Parties as may be required by any Applicable Law, or as may be required in connection with such Party's tax or other regulatory filings under Applicable Laws. This Agreement does not confer any right to use any name, trade name, trademark or other designation of any other Party to this Agreement in advertising, publicity or other promotional activities. Any uses by one Party of another Party's name or logo, other than those expressly permitted herein, shall be subject to the consent of such other Party, which consent shall not be unreasonably withheld.

14.7 Notices. All notices, requests, instructions, claims, demands, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date delivered by hand or by internationally recognized courier service such as Federal Express or by other messenger (or, if delivery is refused, upon presentment) or upon receipt by e-mail transmission (with confirmation), to each of the Parties as follows:

If to Berkeley: University of California, Berkeley
200 California Hall #1500
Berkeley, CA 94720-1500

Attn: Chief Campus Counsel
E-mail: cpatti@berkeley.edu

If to Stanford: Stanford University
Office of the General Counsel
Building 170, 3rd Floor, Main Quad
P.O. Box 20386
Stanford, CA 94305-2038

Attn: Vice President and General Counsel
E-mail: zumwalt@stanford.edu

If to UCSF: Office of Legal Affairs
Faculty Alumni House
University of California, San Francisco
745 Parnassus Avenue
Box 0986
San Francisco, CA 94143-0986

Attn: Chief Campus Counsel
E-mail: greta.schnetzler@ucsf.edu

If to the Hub: Chan Zuckerberg Biohub, Inc.
394 Pacific Avenue, Floor 2
San Francisco, CA 94111

Attn: Dr. Stephen Quake
E-mail: quake@stanford.edu

Attn: Dr. Joe DeRisi
E-mail: joe@derisilab.ucsf.edu

14.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

14.9 Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. The Parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under Applicable Law.

14.10 Cumulative Rights and Remedies; Waiver. The rights and remedies provided in this Agreement and all other rights and remedies available to any Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy, nor shall the failure to assert any right or remedy constitute a waiver of that right or remedy. No waiver by any Party of any breach or default of any provision set forth herein shall be deemed a waiver as to any subsequent and/or similar breach or default.

14.11 Assignment; Binding Effect. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties; *provided, however*, that the Hub may assign its rights or obligations without the consent of the Home Institutions to any organization tax-exempt under section 501(a) of the Code and described in section 501(c)(3) of the Code (i) under common control with the Hub (with "control" defined as the power to appoint a majority of the nonprofit organization's directors or trustees), or (ii) if a majority of such nonprofit organization's directors or trustees are directors, officers, employees or agents of the Hub. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.12 Headings. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

14.13 Construction. This Agreement shall be deemed to have been drafted jointly by the Parties and without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against a Party.

14.14 Relationship of the Parties. The Parties hereto are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between any of the Parties. No Party nor any of its employees or agents (i) is an employee, agent or legal representative of any other Party, or (ii) shall have any authority to represent any other Party or to enter into any contracts or assume any liabilities on behalf of any other Party.

14.15 Execution. This Agreement may be executed in one or more counterparts all of which together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or by a PDF image delivered via email copy of this Agreement, including the signature pages, which facsimile or PDF image shall be deemed an original.

14.16 Amendments. This Agreement may be modified or amended only by a written instrument duly executed by each of the Parties.

14.17 Entire Agreement. This Agreement, which includes and incorporates all exhibits attached hereto, constitutes the entire agreement and understanding among the Parties as of the Effective Date concerning the subject matter hereof, and supersedes all prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by any Party hereto concerning such subject matter.

14.18 Interpretation. Unless the context clearly indicates otherwise: (a) each definition herein shall include the singular and the plural, (b) each reference herein to any gender shall include the masculine, feminine and neuter where appropriate, (c) the words "include" and "including" and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words "without limitation," (d) the word "or" is not exclusive, (e) the words "hereof," "herein," "hereto," "hereby," "hereunder" and derivative or similar words shall refer to this Agreement as an entirety and not solely to any particular provision of this Agreement, (f) all references to "\$" or "Dollars" shall mean United States Dollars, and (g) references herein (i) to Articles or Sections mean the Articles or Sections of this Agreement, (ii) to a statute mean such statute as amended, restated, supplemented and/or modified from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and (iii) to days mean calendar days unless otherwise expressly stated.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CHAN ZUCKERBERG BIOHUB, INC.



[Signatures Continue on Next Page]

[Signature Page to Master Collaboration Agreement]

**THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY**

By: _____

Marc Tessier-Lavigne
President

The Board of Trustees of the Leland Stanford Junior University

[Signatures Continue on Next Page]

[Signature Page to Master Collaboration Agreement]

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF AND LIMITED TO ITS SAN FRANCISCO CAMPUS,
Including its School of Medicine and Hospital**

By: Sam Hawgood

Sam Hawgood, MBBS

Chancellor

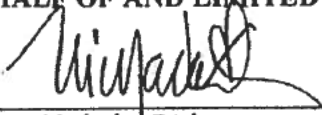
Arthur Toni Rembe Rock Distinguished Professor

University of California, San Francisco

[Signatures Continue on Next Page]

[Signature Page to Master Collaboration Agreement]

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF AND LIMITED TO ITS BERKELEY CAMPUS**

By:  _____

Name: Nicholas Dirks
Title: Chancellor

[Signature Page to Master Collaboration Agreement]

[EXHIBIT B TO MASTER COLLABORATION AGREEMENT]

Hub No.
Home Institution Case No.

INTER-INSTITUTIONAL AGREEMENT
FOR
[Invention]

THIS INTER-INSTITUTIONAL AGREEMENT (“**Agreement**”) is effective this _____ day of _____, 20__ (“**Effective Date**”), by and between **CHAN ZUCKERBERG BIOHUB, INC.**, a California nonprofit public benefit corporation (the “**Hub**”) and <<NTD: insert full name of Home Institution, modify as appropriate for multiple Home Institutions>> (the “**Home Institution**”). Each of the Hub and the Home Institution is individually referred to herein as a “**Party**” and collectively they are referred to herein as the “**Parties**”. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in that certain Master Collaboration Agreement dated September __, 2016, by and among (i) the Hub, (ii) The Leland Stanford Junior University, a trust possessing corporate powers under the laws of the State of California, (iii) The Regents of the University of California, a California constitutional corporation, on behalf of and limited to its San Francisco campus, including its school of medicine and hospital (“**UCSF**”), and (iv) The Regents of the University of California, a California constitutional corporation, on behalf of and limited to its Berkeley campus (“**Berkeley**”) (as amended from time to time, the “**Master Collaboration Agreement**”).

BACKGROUND

WHEREAS, the Hub and the Home Institution are Parties to the Master Collaboration Agreement, which contemplates the licensing of Joint IP by the Hub pursuant to inter-institutional agreements;

WHEREAS, certain activities performed by [employees, students, or Affiliated Researchers of the Home Institution] *or* [employees of the Hub] *or* [at least one employee, student or Affiliated Researcher of the Home Institution and at least one employee of the Hub]

resulted in the Development of Intellectual Property disclosed in [Home Institution Case No. ____ and/or Hub Case No. __] <<NTD: Modify bracketed provision as appropriate>>

(“**Inventions**”);

WHEREAS, the Parties agree that such Inventions constitute Joint IP under the Master Collaboration Agreement;

WHEREAS, the Inventions are covered by Patent Rights (as defined in this Agreement) and were developed by [inventors employed by the Hub and/or by inventors employed by or otherwise affiliated with the Home Institution] <<NTD: Modify bracketed provision as appropriate>> (such inventors are referred to herein as the “**Inventors**”); and

WHEREAS, it is the mutual desire of the Parties that the Inventions be administered and commercialized by the Hub on behalf of both Parties and, to that end, the Home Institution agrees not to grant to any person (other than the Hub) any right, title or interest in and to the Inventions or the Patent Rights.

NOW THEREFORE, in consideration of these premises and the mutual promises and agreements herein set forth, and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 “**License Agreement**” means any license agreement that is entered into by the Hub under this Agreement and grants to a Licensee thereunder a license to make, have made, use, sell, offer to sell or import products or methods covered by Patent Rights, or any agreement granting an option to acquire such a license.

1.2 “**Licensee**” means any licensee to a License Agreement.

1.3 “**Patent Costs**” means all out-of-pocket costs incurred by the Hub in the preparation, filing, prosecution, maintenance and licensing of Patent Rights; and litigation (except those litigation costs covered by Article 6), interferences, oppositions or other contentious proceedings. For avoidance of doubt, the salaries and overhead costs of the Hub’s technology transfer operations or legal affairs office are not included as out-of-pocket expenses for purposes of calculating the Patent Costs.

1.4 “**Patent Rights**” means all right, title and interest of each Party individually or of the Parties jointly in, to and under any patents and provisional or non-provisional patent applications

that claim any of the Inventions, and any divisions, continuations or continuations-in-part (but only to the extent that claims in such continuations-in-part are supported in the specification of the parent patent application) of any of the foregoing; any corresponding foreign applications of any of the foregoing; any U.S. or foreign patents issued on any of the foregoing; and any substitute patents, reissues or extensions of any of the foregoing. Notwithstanding the above, any continuation-in-part application may be included in the definition of Patent Rights to the full extent of its claims upon mutual written agreement of the Parties to this Agreement.

1.5 “Valid Claim” means a claim or pending claim of a Patent Right that has not been: (a) canceled; (b) held permanently revoked, unenforceable or invalid by a decision of a court or governmental agency of competent jurisdiction over such claim, which decision is not reversed and is unappealable or unappealed within the time allowed for appeal; (c) admitted to be invalid or unenforceable through disclaimers, consent decrees or otherwise, or surrendered during a reissue or reexamination; or (d) abandoned.

2. PATENT PROSECUTION AND PROTECTION

2.1 The Parties agree that the Hub shall be responsible for managing the preparation, filing, prosecution and maintenance of the Patent Rights. Although the Hub will have the decision authority in these matters, the Hub will use reasonable efforts to keep the Home Institution(s) reasonably informed as to all material patent prosecution actions and decisions relating to the Patent Rights in a timely manner, and the Hub will give good faith consideration to any recommendations made by the Home Institution concerning such patent prosecution. When the Home Institution is a constituent of The Regents of the University of California, the Hub may not delegate this authority to a Licensee, unless such delegation is approved by such Home Institution for a particular License. The Hub shall provide to the Home Institution all serial numbers and filing dates, together with copies of all the applications for Patent Rights, including copies of all Patent Office actions, responses and all other Patent Office communications.

2.2 The Hub shall, after consulting with the Home Institution and within eight (8) months of any U.S. filing for Patent Rights, make an election whether, when and in what countries, it wishes to file foreign patent applications. The Hub shall notify the Home Institution, in writing, of its election regarding foreign filing. If foreign patent applications are filed, then the Hub shall provide to the Home Institution all serial numbers and filing dates. The

Hub also shall provide to the Home Institution copies of foreign patent applications, patent office actions, responses and all other patent office communications as the Home Institution may request in the course of prosecution. The Home Institution may file or maintain patent applications at its own expense in any country in which the Hub elects not to file or maintain patent applications and those costs incurred by the Home Institution shall be treated as provided in Section 2.7 hereof.

2.3 The Hub shall record assignments of Patent Rights in the U.S. Patent and Trademark Office and foreign government patent offices, as applicable, and shall provide the Home Institution with a copy of each recorded assignment. Each of the Hub and the Home Institution, to the extent applicable, shall cause each Inventor under the Patent Rights to assign his or her rights in the Inventions to the Hub and the Home Institution as joint owners.

2.4 Notwithstanding any other provision of this Agreement, the Hub shall not abandon the prosecution of any patent application (except for purposes of filing continuation or continuation-in-part applications) within the Patent Rights or the maintenance of any Patent Rights without prior written notice to the Home Institution at least sixty (60) days in advance of any applicable deadline that would result in a loss of such Patent Rights. The Home Institution may, with prior written notice to the Hub, assume responsibility and authority for continuing prosecution or maintenance of such Patent Rights and also reserves the right to file a continuation or divisional application claiming subject matter disclosed in such Patent Rights at its sole expense in the name of the Hub and the Home Institution if the Hub consents and is not interested in pursuing such rights, such consent not to be unreasonably withheld, delayed or conditioned. In such event the Home Institution shall become the lead commercialization Party for only such Patent Rights as the Hub chose not to prosecute, and the revenue share provisions of Article 13 of the Master Collaboration Agreement shall apply *mutatis mutandis* with respect to the Home Institution's licensing of such Patent Rights. In addition, at the Hub's request, the Home Institution will use reasonable efforts to keep the Hub reasonably informed as to all material patent prosecution actions and decisions relating to any Patent Rights pursued by the Home Institution in accordance with this Section 2.4 in a timely manner, and the Home Institution will give good faith consideration to any recommendations made by the Hub concerning such patent prosecution.

2.5 The Hub shall promptly provide to the Home Institution copies of all patents issued under Patent Rights.

2.6 [REDACTED]

2.7 Notwithstanding Section 2.6 above, the Hub may decline to participate in the Patent Costs associated with any foreign patent application or patent that has been filed under Patent Rights. If the Hub so declines, the Home Institution may file or maintain any such foreign patent applications or patents at its own expense. If the Home Institution so files or maintains, such Home Institution shall provide the Hub with copies of all such foreign patent applications, serial numbers and filing dates, in addition to copies of all patent office actions as the Hub may request in the course of prosecution of such patents. If the Hub grants a license under such foreign Patent Rights to any third party, the out-of-pocket costs borne by the Home Institution to file, prosecute and maintain such Patent Rights shall be treated as reimbursable Patent Costs and shall be reimbursed to the Home Institution on the same schedule as reimbursement of other Patent Costs from the applicable Licensee is made to the Hub.

3. LICENSING

3.1 Subject to the retained research license provided under Section 12.5.5 of the Master Collaboration Agreement and Section 3.5 of this Agreement, the Home Institution shall not grant to any person or entity (other than the Hub) any right, option, license, assignment, title or interest in, to or under any of the Patent Rights. The Home Institution grants to the Hub the sole and exclusive right and responsibility for administering, developing and commercializing the Inventions and for negotiating, arranging and entering into License Agreements, subject to the provisions of this Agreement and the Master Collaboration Agreement. The Home Institution shall forward to the Hub any contacts expressing an interest in a license, option or similar right under the Patent Rights.

3.2 To the knowledge of the licensing officer responsible for the administration of the Inventions at the Home Institution and as of the Effective Date, the Home Institution has no third party obligations relating to rights in the Inventions, such as license agreements, option

agreements, or rights granted under material transfer agreements or sponsored research agreements, other than those that have been specifically identified in writing to the Hub as being Background IP.

3.3 The Hub shall put forth commercially reasonable efforts to seek a Licensee for the commercial development of the Inventions. Prior to entering into any License Agreement that would grant an exclusive license under any Patent Rights to a Licensee, the Hub shall provide the Home Institution with a copy of such License Agreement and the Home Institution shall have thirty (30) days to review such License Agreement and to notify the Hub whether it approves the grant of an exclusive license to the proposed Licensee under such License Agreement in accordance with the provisions of, and subject to, Section 12.5.4 of the Master Collaboration Agreement. Any denial by a Home Institution of approval for the Hub to enter into an exclusive License Agreement shall be addressed in accordance with Section 12.5.4 of the Master Collaboration Agreement.

3.4 The Hub shall not issue any paid-up licenses or assign Patent Rights to any third party without the prior written approval of the Home Institution.

3.5 Nothing in this Agreement will prohibit, and License Agreements shall expressly reserve to, each of the Home Institution, all other Home Institutions, and the Hub, on behalf of itself and for all other non-profit research institutions, the right to use and to practice the licensed Inventions for internal, non-commercial educational and research purposes.

3.6 Unless otherwise agreed by the Parties with respect to a particular License Agreement, any License Agreement for exclusive rights under the Inventions shall include the following terms: a license-issue fee; an earned royalty; payment of Patent Costs by the Licensee (including reimbursement of past Patent Costs); minimum annual royalties; terms to ensure diligent commercial development; indemnification by the Licensee of the Hub, the Home Institution and, when required by the terms of any applicable sponsored research or similar agreement to which a research sponsor and the Home Institution are parties, such research sponsor, *provided, that*, such research sponsor funded, in whole or in part, the research that led to the Invention; a disclaimer of any warranties on the part of the Home Institution; a prohibition against the use of the name of the Home Institution or any campus thereof; and when the Home Institution is a constituent of The Regents of the University of California, a prohibition on naming such Home Institution as a plaintiff in litigation absent the Home Institution's prior

written consent *provided, that*, such Home Institution shall support the Hub's efforts in seeking joinder before the Board of Regents of the University of California. Any License Agreement shall further stipulate that nothing in the License Agreement confers by estoppel, implication or otherwise, any license or rights under any patents of the Home Institution other than Patent Rights, regardless of whether such patents are dominant or subordinate to Patent Rights. For clarity, once the Home Institution has approved the terms of a License Agreement, such approval cannot be rescinded.

3.7 As provided for in Section 1.4, any License Agreement shall explicitly state that any continuation-in-part application included in the Patent Rights is licensed only to the extent that claims in such continuation-in-part application are supported in the specification of the parent patent application, unless otherwise mutually agreed upon in writing by the Parties to this Agreement and the parties to the License Agreement.

4. FINANCIAL TERMS

4.1 Gross Revenue and Net Revenue for the Inventions shall be allocated in accordance with Article 13 of the Master Collaboration Agreement. The Inventors' Shares and the Home Institutions' respective shares of Net Revenue accrued during the most recent fiscal year shall be paid to the Home Institutions within forty-five (45) days after the end of [each fiscal year/calendar year].

4.2 Each Party is solely responsible for calculating and distributing its share of Net Revenue internally in accordance with the Master Collaboration Agreement and otherwise in accordance with its respective patent policy.

5. RECORDS AND REPORTS

5.1 The Hub shall keep complete, true and accurate records of all Patent Costs and of all proceeds received by it from each Licensee and shall permit a certified public accounting firm designated by the Home Institution and reasonably acceptable to the Hub to examine the Hub's books and records with respect to the immediately preceding five (5) calendar years during normal business hours in order to verify the payments due or owing under this Agreement or the Master Collaboration Agreement. The Home Institution shall give the Hub at least fifteen (15) business days' prior notice of any examination pursuant to this provision, and shall cause such

examination to be conducted in a manner that does not interfere with the Hub's operations. The certified public accounting firm performing an examination hereunder shall be required to execute a non-disclosure agreement at least as protective of the Hub's confidential information as the provisions set forth in Article 11 of the Master Collaboration Agreement. The Home Institution shall pay the cost of each examination and may carry out no more than one (1) examination per year during the term of this Agreement or for such longer period as any License Agreement is in effect.

5.2 Within ninety (90) days after the end of each calendar year during the term of this Agreement, the Hub shall submit to the Home Institution an annual report setting forth the status of all patent prosecution, commercial development and licensing activity relating to the Inventions, including an accounting of receipts of Gross Revenue, Patent Costs expended, and calculations of the Home Institution's Net Revenue share.

6. PATENT INFRINGEMENT

6.1 In the event that the Home Institution or the Hub learns of any infringement or suspected infringement of any patent administered under this Agreement, the knowledgeable Party shall provide the other Party with written notice of such infringement and with any evidence of such infringement available to it (the "**Infringement Notice**"). The Hub, in cooperation with the Home Institution, shall have the first right, but not the obligation, to use commercially reasonable efforts to eliminate the infringement without litigation. If the Hub does not, within sixty (60) days of receipt of the Infringement Notice, notify the infringer of the infringement, then the Home Institution, after providing the Hub with notice of its intent to do so, may use commercially reasonable efforts to eliminate the infringement without litigation. If the infringement has not ceased within sixty (60) days of the infringer being notified of the infringement by the Hub or the Home Institution, as applicable, the Parties shall confer regarding possible courses of action.

6.2 Neither Party has an obligation under this Agreement to bring an infringement action; *provided, however*, that as between the Hub and the Home Institution, the Hub shall have the first right to lead such an action in the U.S., or to bring such an action in a foreign jurisdiction.

6.3 Any legal action brought by the Parties under this Article 6 shall be at the joint expense of both Parties in shares to be mutually agreed upon, and, unless otherwise agreed by the Parties in any particular situation, all recoveries shall be shared by both Parties according to the terms of Section 13.1 of the Master Collaboration Agreement as if such recoveries were Gross Revenue, *provided, that*, (i) all out-of-pocket costs associated with such legal action shall first be reimbursed to each Party, and if the amount of such recovery is not sufficient to fully reimburse each Party then each Party shall be reimbursed in the same proportion as its respective out-of-pocket costs bears to the total costs of such legal action, and (ii) the Administration Fee shall be distributed to the Party that leads or brings, as applicable, the litigation.

6.4 The Parties acknowledge and agree that to the extent the terms of any License Agreement permit a Licensee to bring or lead suit against an infringer, the terms of such License Agreement shall be generally consistent with the terms of this Article 6 and shall provide for the following share of any recoveries: Licensee shall be required to first reimburse the out-of-pocket costs of each Party to the litigation, and if the amount of such recovery is not sufficient to fully reimburse each Party then each Party shall be reimbursed in the same proportion as its respective out-of-pocket costs bears to the total costs of the Parties in connection with such litigation. In addition, each License Agreement that permits a Licensee to bring or lead suit against an infringer shall require the Licensee to share with the Hub a portion of the recoveries after reimbursement of expenses, with such portion being, at a minimum, [REDACTED] of the remaining recoveries. The Hub shall distribute any recoveries it receives from a Licensee according to the terms of Section 13.1 of the Master Collaboration Agreement as if such recoveries were Gross Revenue. Without limiting the foregoing, time periods set forth in Sections 6.1 and 6.2 may be modified or waived so that an exclusive Licensee may file suit if the exclusive Licensee will likely suffer damage due to the time delay.

6.5 Each Party shall provide reasonable assistance with respect to any actions brought or led by the other Party or a Licensee, including by joining and participating in an action if required in order for the Party or Licensee bringing such action to institute or maintain such proceeding, provided that any joinder of UCSF or Berkeley as a party to litigation is subject to written consent from The Regents of the University of California. UCSF or Berkeley, as applicable, shall support the Hub's efforts in seeking joinder before the Board of Regents of the University of California. All litigation proceedings shall be controlled by the Party bringing or

leading suit, except that either Party may participate and be represented by counsel of its choice at its expense in any suit brought or led by the other Party.

6.6 In the event that a third party commences an action challenging any of the Patent Rights, the Hub shall have the first right, but not the obligation, to defend such Patent Rights against such challenge. If the Hub does not commence to defend such challenge on a timely basis, then the Home Institution shall have the right to defend such challenge after providing notice to the Hub of its intent to do so. Each Party shall bear its own costs and expenses associated with any defense undertaken pursuant to this Section 6.6.

7. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the laws of the State of California excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The scope and validity of any patent or patent application in Patent Rights are governed by the Applicable Laws of the country of that patent or patent application.

8. NOTICES

All notices, requests, instructions, claims, demands, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date delivered by hand or by internationally recognized courier service such as Federal Express or by other messenger (or, if delivery is refused, upon presentment) or upon receipt by e-mail transmission (with confirmation), to each of the Parties as follows:

For the Hub: Chan Zuckerberg Biohub, Inc.
394 Pacific Avenue, Floor 2
San Francisco, CA 94111

Attn: Dr. Stephen Quake
E-mail: quake@stanford.edu

Attn: Dr. Joe DeRisi
E-mail: joe@derisilab.ucsf.edu

For the Home Institution:

For notices:

For remittance of payments:

9. TERM AND TERMINATION

9.1 This Agreement is in full force and effect from the Effective Date and remains in effect until the expiration of the last Valid Claim, unless otherwise terminated in accordance with the terms of this Agreement.

9.2 If [REDACTED] have passed from the Effective Date and no License Agreement is in effect or has been agreed upon as to all material financial terms, then either Party may terminate this Agreement for any reason, *provided* that the terminating Party has first provided at least sixty (60) days' written notice to the other Party, but in any event, not less than sixty (60) days' written notice prior to the date on which responses to any pending patent office actions need to be taken to preserve Patent Rights. At its sole election, either Party or the Parties may then elect to continue prosecuting the Patent Rights or maintain any patents resulting therefrom, in which case the Parties shall negotiate in good faith with respect to their participation in such prosecution and maintenance activities and in covering the costs of patenting. After termination of this Agreement, each Party shall have the right, after providing notice thereof to the other Party, to separately license its respective interest in the Patent Rights as permitted by the patent law of the applicable jurisdiction.

9.3 The Parties may agree in writing to terminate this Agreement after License Agreements have been executed; *provided, however*, that all rights and obligations of the Parties under this Agreement with respect to any such License Agreements then in effect shall continue notwithstanding such termination (including the Home Institution's obligations not to grant to

any person or entity any right, option, license, assignment, title or interest in, to or under any of the Patent Rights for so long as such License Agreements remain in effect).

10. CONFIDENTIALITY

10.1 The confidentiality provisions set forth in Article 11 of the Master Collaboration Agreement are hereby incorporated herein by reference as if fully set forth herein.

11. GENERAL

11.1 *Limitation of Liability.* NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY LEGAL THEORY ASSERTED INCLUDING CONTRACT, FAULT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. The foregoing limitation of liability shall not apply to damages arising out of either Party's breach of its confidentiality obligations hereunder.

11.2 *Use of Names and Trademarks.* This Agreement does not confer any right to use any name, trade name, trademark or other designation of either Party to this Agreement in advertising, publicity or other promotional activities. Any uses by a Party of the other Party's name or logo other than those expressly permitted herein shall be subject to the consent of such other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

11.3 *Dispute Resolution.* The dispute resolution provisions of Section 14.2 of the Master Collaboration Agreement shall apply to this Agreement, *mutatis mutandis*.

11.4 *Injunctive Relief.* Each Party agrees and acknowledges that its breach of the confidentiality or intellectual property provisions of this Agreement could cause the other Party irreparable injury for which money damages or other remedies at law would not be a sufficient or adequate remedy. Each Party further agrees and acknowledges that (a) each confidentiality or intellectual property provision of this Agreement is necessary for the protection of a legitimate interest of the affected Party, (b) the nature and scope of each such provision is reasonable, and (c) any violation or breach of any such provision may result in immediate and irreparable harm to the affected Party. Therefore, notwithstanding anything in this Agreement to the contrary,

each Party agrees and acknowledges that each other Party shall be entitled, to the fullest extent permitted by law, to seek an injunction, specific performance and other equitable relief to prevent any such breach and to enforce specifically any such provision, in addition to any other remedy to which such other Party is entitled at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). No Party shall oppose the granting of any such injunction, specific performance or other equitable relief on the basis that there is a sufficient or adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law, in equity or otherwise. In seeking an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement, no Party shall be required to provide any bond or other security.

11.5 *Severability*. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. The Parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under Applicable Law.

11.6 *Cumulative Rights and Remedies; Waiver*. The rights and remedies provided in this Agreement and all other rights and remedies available to any Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy, nor shall the failure to assert any right or remedy constitute a waiver of that right or remedy. No waiver by any Party of any breach or default of any provision set forth herein shall be deemed a waiver as to any subsequent or similar breach or default.

11.7 *Assignment; Binding Effect*. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; *provided, however*, that the Hub may assign its rights or obligations without the consent of the Home Institution to any organization tax-exempt under section 501(a) of the Code and described in section 501(c)(3) of the Code (i) under common control with the Hub (with "control" defined as the power to appoint a majority of the nonprofit organization's directors or trustees), or (ii) if a majority of such nonprofit organization's directors or trustees are directors, officers, employees or agents of

the Hub.. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.8 *Headings*. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

11.9 *Construction*. This Agreement shall be deemed to have been drafted jointly by the Parties and without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against a Party.

11.10 *Relationship of the Parties*. The Parties hereto are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party nor any of its employees or agents (i) is an employee, agent or legal representative of the other Party, or (ii) shall have any authority to represent the other Party or to enter into any contracts or assume any liabilities on behalf of the other Party.

11.11 *Further Assurances*. Each Party shall execute and cause to be delivered to the other Party such instruments and other documents, and shall take such other actions, as the other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement or otherwise permitting the other Party to exercise any of its rights pursuant to this Agreement.

11.12 *Amendments*. This Agreement may be modified or amended only by a written instrument duly executed by each of the Parties.

11.13 *No Implied License*. This Agreement does not confer by implication, estoppel, or otherwise any license or rights under any patents of either Party other than the Patent Rights, regardless of whether such patents are dominant or subordinate to Patent Rights.

11.14 *Entire Agreement*. This Agreement constitutes the entire agreement and understanding between the Parties as of the Effective Date concerning the subject matter hereof, and supersedes all prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by either

Party hereto concerning such subject matter. For clarity, this Agreement does not supersede the Master Collaboration Agreement or any provision thereof.

11.15 *Execution.* This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or by a PDF image delivered via email copy of this Agreement, including the signature pages, which facsimile or PDF image shall be deemed an original.

11.16 *Interpretation.* Unless the context clearly indicates otherwise: (a) each definition herein shall include the singular and the plural, (b) each reference herein to any gender shall include the masculine, feminine and neuter where appropriate, (c) the words “include” and “including” and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words “without limitation,” (d) the word “or” is not exclusive, (e) the words “hereof,” “herein,” “hereto,” “hereby,” “hereunder” and derivative or similar words shall refer to this Agreement as an entirety and not solely to any particular provision of this Agreement, (f) all references to “\$” or “Dollars” shall mean United States Dollars, and (g) references herein (i) to Articles or Sections mean the Articles or Sections of this Agreement, (ii) to a statute mean such statute as amended, restated, supplemented or modified from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and (iii) to days mean calendar days unless otherwise expressly stated.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CHAN ZUCKERBERG BIOHUB, INC.

By: _____

Name:

Title:

[HOME INSTITUTION]

By: _____

Name:

Title: