THIS License Agreement (“License”), made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between Cornell University, c/o Real Estate Dept., Box DH-Real Estate, Ithaca, New York 14853, hereinafter called the University, and FULLCOMPANYNAME a STATE/TYPE OF CORPORATION Operating in New York State, doing business at ADDRESS, CITY, STATE, ZIP, hereinafter called “Licensee”.

Whereas, University has established the Center for Life Science Ventures (“CLSV” or the “Center”), which serves as an incubator for start-up companies seeking to develop and commercialize-life science technologies; and

Whereas, through the Center, the University provides selected start-up companies with early stage office and laboratory facilities upon the terms and conditions set forth in this License; and

Whereas, Licensee has been accepted into the CLSV incubation program, and desires to license certain University office and laboratory facilities upon the following terms and conditions.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

# 1.0 Licensed Facilities.

The University hereby licenses to Licensee the office and/or lab facilities shown on Appendix 1 (the “Private Facilities”).

In addition, Licensee is hereby granted permission to use in common with University and other Center Licensees those facilities described in Appendix 2 (“Shared Facilities”) and the equipment listed in Appendix 3 (“Shared Equipment”). Together the Private Facilities and Shared Facilities are hereinafter referred to as “the Premises.”

# 2.0 Use of Premises; Eligibility.

Licensee shall use the Premises for the purpose of *[insert technology/product development summary text]*, as more particularly described in Appendix 4 (“Permitted Use”), and for no other purpose. This License and Licensee’s use of the Premises is expressly conditioned on Licensee at all times remaining in good standing in the CLSV incubation program, as determined by the CLSV Advisory Council in its sole discretion.

# 3.0 Term.

The term of this License shall commence on MONTH1 DATE1, YEAR1 and shall expire on MONTH2 DATE2, YEAR2, unless sooner terminated as provided herein. This License may be extended upon the mutual consent of the parties, subject in each instance to Advisory Council approval.

# 4.0 License Fee.

Licensee shall pay the University a license fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS ($###.00) month, commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_. The License Fee shall be subsequently payable in advance on the first day of each month.  Any License Fee payment that is not received by University within five (5) days of the due date shall be accompanied by a “late charge” equal to five percent (5%) of such payment. The License Fee shall be prorated as necessary to account for partial month occupancies. The License Fee for any such renewal term shall be One Hundred Ten Percent (110%) of the Licensee Fee for the prior year.

# 5.0 Security Deposit.

Upon signing this License, Licensee shall deposit with University the sum of \_\_\_\_\_Hundred and 00/100 dollars ($\_00.00) month as security for the full and faithful performance of every provision of this License to be performed by Licensee (the “Security Deposit”). University will be entitled to use the Security Deposit for repair or replacement of damaged or destroyed equipment, or to repair damage to the Premises resulting from any action or negligence on the part of Licensee or its employees, servants, agents, representatives or visitors. University may also apply the Security Deposit to any fees owed by Licensee or to compensate University for any other damages or liabilities it incurs as a result of Licensee’s failure to observe the License terms. If any portion of the Security Deposit is to be used or applied by University, Licensee shall, within five (5) days after written demand therefore, deposit cash with University in an amount sufficient to restore the Security Deposit to its original amount. University shall not be required to keep this Security Deposit separate from its general funds nor to pay interest to Licensee. The Security Deposit shall be returned to Licensee within thirty (30) days of the expiration or sooner termination of this License, less any amounts owed to University.

# 6.0 Early Termination.

Either party may terminate this license at will upon six (6) months advance written notice to the other party. Upon such early termination, the License Fee shall be prorated to the date of termination.

# 7.0 Premises Accepted As-Is.

Licensee has examined the Premises and agrees to accept possession of the Premises in its “AS-IS, WHERE IS” condition and state of repair. Licensee acknowledges that University has not made any representations or warranties with respect to the condition of the Premises or its fixtures or equipment.

# 8.0 Maintenance, Repairs and Alterations.

8.1 The University shall have sole responsibility for ordinary repair and maintenance of the Premises and of any Shared Equipment, except that Licensee shall be responsible for the cost of any repairs to the Premises or other University property and for the costs of any repairs or replacement of Shared Equipment required as a result of any negligent act or omission by Licensee, or its employees, agents, or invitees. Licensee shall promptly notify University of any such damage and University shall make such repairs or replacements at the sole cost and expense of Licensee. Licensee shall be solely responsible for the maintenance and repair of any of its personal property. Replacement of Shared Equipment, whether necessitated by Licensee or otherwise, shall be at University’s sole option.

8.2 Licensee shall keep the Premises in a clean, neat, sanitary and safe condition and shall remove all trash, paper, discarded materials, and other debris (other than hazardous substances) from the Premises and place it in areas designated by University for collection. Licensee shall treat hazardous material as prescribed in Section 13 below.

8.3 Licensee may submit requests for alterations, additions, improvements, signage or other changes to the Premises to University, which may approve or deny the request in its sole discretion. University shall perform any approved work at Licensee’s expense. University hereby reserves the right at any time to make changes, alterations or additions to the Premises.

# 9.0 Access to the Premises.

9.1 Access by Licensee. Licensee and its authorized employees shall have 24-hour key-card access to the Premises.

9.2 Access by University. University employees (including, without limitation, Environmental Health & Safety staff and College safety officers), contractors, agents and shall haveaccess to the Premises at any time and for any reason, without notice.

# 10.0 Premises Security.

The University shall make reasonable efforts to maintain Premises and Building security according to the University’s own security standards, but the University makes no representations as to security of the Building or the Premises and shall not be responsible for any breach in Building or Premises security, nor for any trespass, theft, vandalism, loss or damage whatsoever that may occur in the Building or the Premises. Licensee shall take reasonable and routine safety and security precautions when accessing the Building and the Premises, and shall not provide unauthorized persons with access to the Building or the Premises.

# 11.0 Compliance with Laws, Policies and Rules.

11.1 Licensee shall comply with all applicable federal, state and local laws (including, without limitation, environmental and export control laws), ordinances, codes, rules, permits, licensing conditions and regulations, and any amendments thereto. Without limiting the foregoing, Licensee and its members and/or employees (as applicable) and invitees shall act at all times in a professional and ethical manner, in compliance with all employment laws, and shall not engage in harassing, retaliatory, or discriminatory behavior of any kind.

11.2 Licensee shall comply with all applicable University policies, including but not limited to those policies identified in Appendix 5.

11.3 Licensee shall comply with the Building rules attached hereto as Appendix 6. Any future modifications to the Building rules promulgated by University shall become binding upon Licensee upon University giving Licensee notice of such modifications.

11.4 Licensee shall comply with any Advisory Council and/or Center Director instructions, deadlines or directives (“Center Directives”), and with any conditions of acceptance into the incubation program.

11.5 Licensee shall take all steps necessary to remedy any known violation of any applicable law, policy, rule or Center Directive by Licensee, its employees, agents, or invitees, whether or not a citation or other notice of violation has been issued by a governmental or University authority.

# 12.0 Prohibited Research.

CLSV does not permit the use of animals for research, and animals are strictly prohibited from Center and Premises (service animals alone excepted). Licensees are prohibited from conducting research with human subjects.

# 13.0 Use of Hazardous Substances.

13.1 Licensee shall participate in University’s Pre-Operational Safety, Health and Environmental Review (“POSHER”), as provided in Appendix 7, as part of its selection and admission process. Any use of Hazardous Substances by Licensee shall be governed by Licensee’s POSHER. For purposes of this Agreement, “Hazardous Substance” means, without limitation, any substance or condition (including mold) that could pose a reasonable threat to human health as established with reasonable medical certainty, and any flammable, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable Environmental Law and regulations promulgated thereunder. Licensee’s POSHER form and any updates thereto are attached as Appendix 7.

13.2 No Hazardous Substances may be brought onto the Premises without the prior written consent of University. Licensee may not increase the amount of any approved amount of Hazardous Substance without the prior written consent of University. See Appendix 7 for further details.

13.3 Licensee shall be solely responsible for obtaining any permits required to use, handle or store Hazardous Substances at the Premises.

13.4 Licensee shall immediately notify University of any release of Hazardous Substances arising from or related to Licensee’s activity on the Premises and shall be responsible for the costs of remediating any resultant damage to property, persons, and/or the environment. Licensee shall also immediately notify University of any other release of Hazardous Substances at the Premises of which it becomes aware.

13.5 Licensee shall arrange with University for the proper transportation and treatment, storage, recycling, use, reuse or disposal of all Hazardous Substances which Licensee no longer uses, or which are “wastes” to Licensee.

13.6 Licensee shall provide University with MSDS sheets for any chemical entity that it uses or intends to use or stores or intends to store, whether deemed a Hazardous Substance or not, prior to Licensee’s first-time receipt of that specific chemical entity onto the Premises.

13.7 Licensee shall upon expiration or termination of this Agreement, surrender the Premises to University free from the presence and contamination of any Hazardous Substance.

13.8 Following any breach by Licensee of the provisions of this Section, or in response to any reasonable safety or environmental concern by University, University may withdraw its consent to Licensee’s Hazardous Substance activity (or any portion thereof) by written notice to Licensee, and in such event, Licensee immediately shall terminate its Hazardous Substance activity and shall remove all Hazardous Substances from the Premises within (5) days from the date of such notice unless such breach or concern is promptly addressed and corrected by Licensee, to University’s sole satisfaction.

# 14.0 Services and Supplies.

14.1 The University shall provide Licensee the following services at University’s expense: electricity, gas, vacuum, water, Type 1 RO/DI Water, janitorial service, hazardous waste and laboratory waste disposal.

14.2 University shall offer commuter and parking services on an as-available basis, at Licensee’s expense. Licensee may also make use of the Center’s shared document preparation/printing center for a fee, in common with other Center users. All such fees accumulated each month will be invoiced to Licensee for payment with the next month’s License Fee.

14.3 Licensee is solely responsible for all consumable supplies it requires for its own use at the Premises, and paying for any services other than those provide in Section 14.1, including (without limitation) mailing and shipping fees. Licensee may not use University service centers without prior written authorization from the Center Director and may not use University accounts to pay for any supplies or services.

# 15.0 Taxes.

The Building is currently exempt from real property tax. In the event and to the extent that Licensee’s activities in the Premises result in the loss of said real property tax exemption, then Licensee shall pay such taxes as are attributable to Licensee’s activities. The University agrees to pay taxes when due in the first instance to the proper governmental agency or authority, subject to reimbursement by Licensee within thirty (30) days of written request by the University.

# 16.0 Indemnification and Assumption of Risk.

16.1 To the fullest extent permitted by law, Licensee shall defend, indemnify and hold University, its trustees, officers, employees, agents and other Center members (collectively, the “Indemnified Parties”) harmless from and against any claim, demand, cause of action, fine, penalty, damage, loss, liability, expense or judgment (including, without limitation, reasonable investigation and attorney’s fees, both at trial and on any appeal or up to any settlement) (collectively, “Claims) arising from or related to:

1. the use or occupancy of the Premises or other University property by Licensee, its agents, contractors, employees, or invitees, expressly including but not limited to any conduct, activity, omission, or operation involving the use, handling, generation, treatment, storage, disposal, or other management or relicense of any Hazardous Substance at, from or to the Premises by Licensee, its agents, contractors, employees, or invitees;
2. infringement or misappropriation of any intellectual property rights;
3. death, personal injury, and/or property damage resulting from any act or omission of Licensee, its agents, contractors, employees or invitees; or
4. any failure by Licensee to perform or comply with any of Licensee’s covenants, obligations or liabilities hereunder.

Licensee shall use counsel acceptable to the Indemnified Party or Parties. An Indemnified Party may select its own counsel to participate in the defense of any Claim. Licensee may not settle any Claim in a manner that imposes liability or obligation on any Indemnified Party.

16.2 To the maximum extent permitted by law, Licensee’s activities on and use of the Premises shall be at Licensee’s sole risk, and Licensee hereby assumes all risk of loss, theft, misappropriation, damage to or destruction of its intellectual property, equipment, trade fixtures, materials, experiments, tools, samples, specimens, or other personal property kept or stored in the Premises, and waives any and all claims related thereto against University. In no event shall University be liable for loss of business, loss of goodwill, loss of profits, loss of anticipated funding, loss or damage to data, third party claims, or any indirect, consequential, incidental, exemplary, or punitive damages, regardless of whether the University was aware of the possibility of such damages. In no event shall University’s aggregate liability under this agreement exceed the aggregate amount of License Fees actually received by University.

16.3 The obligations and liabilities of Licensee under this Section 16 shall survive the expiration or other termination of this License.

# 17.0 Insurance.

17.1 Licensee shall procure and maintain, at its own expense and for the duration of this License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee’s use and occupancy of the Premises.  **Licensee shall not take possession of the Premises prior to the delivery to University of insurance certificates meeting the requirements herein.**  Licensee shall provide the following minimum insurance:

**(a) Statutory workman’s compensation -**Workers Compensation Insurance providing Statutory Benefits, as required by applicable state law, and Employers’ Liability Insurance with a limit of at least $1,000,000.

**(b) Commercial general liability insurance** written on an occurrence basis with minimum limits of $1,000,000 for per occurrence and $2,000,000 in the aggregate or the policy limits, whichever is greater. Coverage must be provided for bodily injury and personal and advertising injury, broad form property damage liability, contractual liability, and products/completed operations coverage.  There shall be no exclusions or limitations in Licensee’s Commercial General Liability Insurance Coverage for either explosion or pollution.

**(c) Commercial Automobile Liability Insurance,** including owned, non-owned and hired automobiles, with limits of $1,000,000 (combined single limits) for bodily injury and property damage including coverage for contractual liability.

1. **Property insurance**against all risk of loss to any of Licensee’s propertymaintained on the Premises.
2. **Umbrella/Excess Liability Insurance** Subject to limits of not less than $5,000,000 per occurrence and follow-form of the primary General Liability, Automobile Liability, and Employers Liability policies. These policies shall contain an endorsement stating that any entity qualifying as an additional insured on the insurance stated in the Schedule of Underlying Insurance shall be an Additional Insured on the Umbrella/Excess liability policy and that they apply immediately upon exhaustion of the insurance stated in the Schedule of Underlying Insurance as respects to the coverage afforded to any Additional Insured.
3. Licensee may meet the foregoing required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance.

17.2  If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Cornell University requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Cornell University.

17.3  Self-insured retentions must be declared to and approved by Cornell University. At the option of the Licensee, either: the Licensee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Licensee, its officers, officials, employees, and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the University guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Licensee.

17.4  Cornell University, its trustees, officers, directors, must be added to the commercial general liability insurance policies as an “additional insured,” and evidence of such will be provided in all certificates of insurance.

17.5  All insurance required to be maintained under this Agreement and any amendments thereto shall be from insurers that maintain a rating of A- VII or better by A.M. Best.

17.6  All liability insurance policies required hereunder shall be considered to be primary and non-contributory for allegations of negligence for the acts or performance of the Licensee hereunder.  These minimum requirements of the University shall not limit the liability or responsibility of Licensee.   Cornell’s failure to enforce the requirements shall not be considered to be a waiver of the requirement. Any changes to these requirements shall only be made in writing and agreed upon by all parties.

17.7  All liability policies should be issued on an “occurrence” basis. All certificates of insurance must provide for a minimum of 30 days’ notice to Cornell University prior to the cancellation of, non-renewal of, or a change in policy terms and/or conditions. A certificate of insurance for all policies required of the Licensee must be issued to Cornell University and received by the Cornell Real Estate Department before Licensee will be permitted to access the Premises.

17.8  Cornell University will not be responsible for any loss or damage to the personal property of every description of the licensee and its employees, and the licensee waives subrogation and any rights of recovery and will cause its insurer(s) to waive their rights of recovery against the Additional Insureds with respect thereto.

17.9  Copies of insurance certificates shall be provided to University as follows:

**a) Cornell University Real Estate Department**

15 Thornwood Drive, Ithaca, NY 14850

Attn: Senior Director, Real Estate

**b) Cornell University**

Center for Life Science Ventures

526 Campus Road, Ithaca, NY 14850

Attn: Center Director

17.10 Licensee’s failure to obtain or maintain any of the aforementioned insurance coverages shall constitute a default under this License. In such circumstance, at University’s sole election, University may, but shall not be required to, obtain such coverage. Licensee shall immediately reimburse University for the costs of obtaining such coverage, including an administrative fee, in addition to any other remedies that University may have. University reserves the right to modify these requirements, including limits, based on the nature of the risk, changes to Licensee’s use, insurer, or coverage, or other special circumstances.

# 18.0 Sublet and Assignment.

18.1 Licensee may not sublet any part of the Premises.

18.2 Licensee shall not assign this License or permit the Premises or any part thereof to be used by others without the prior written consent of University, which consent shall be in the sole discretion of University.

18.3 Any attempted sublicense or assignment of this License without the prior written consent of University shall be void and shall be grounds for immediate termination of this License.

# 19.0 Destruction.

19.1 If the Premises are damaged in part or whole from fire or other casualty, University shall, within thirty (30) days after the date of the damage, notify Licensee in writing as to whether the University will restore the Premises (“Casualty Notice”). If University determines to restore the Premises, University shall, at its expense, promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If University determines that it will not restore the Premises, this License will terminate on the date specified in the Casualty Notice.

19.2 Unless the damage is caused by Licensee’s negligent or willful misconduct, the License Fee shall abate in proportion to that part of the Premises that is unfit for Licensee’ use. The abatement shall continue from the date the damage occurred until University completes the repairs and restoration to the Premises or the part rendered unusable.

19.3 Notwithstanding anything else in this Section, University is not obligated to repair or restore damage to Licensee’s trade fixtures, furniture, equipment, or other personal property, or any Licensee improvements.

19.4 If University terminates this License Agreement as permitted by this Section 19, the License Fee and other charges shall be payable up to the date of the Casualty Notice.

# 20.0 Default.

* 1. Any one or more of the following events shall each constitute an “Event of Default”:

(a) If Licensee fails to pay the licensee fee or any other sum payable by Licensee under this Agreement, or fails to pay any other sum owed by Licensee to the University under this or any other agreement, when and as the same shall be due and payable, and such failure continues for five (5) days after such payment is due; or

(b) If Licensee fails to maintain the insurance coverage required by Section 17 or fails to timely deliver a copy of any certificate or policy of insurance required thereunder and such failure continues for ten (10) days after written notice is given to Licensee; or if Licensee assigns this Agreement or sublicenses the Premises in violation of Section 18; or

(c) if License abandons the Premises; or

(d) If Licensee fails to perform or comply with any of the terms, conditions or provisions of (1) this Agreement, (2) any applicable license from the Cornell Center for Technology, (3) any applicable Equity Investment Agreement or (4) any other agreement between Licensee or Licensee’s principals with Cornell University (including, without limitation, any financial conflicts of interest management agreement or sponsored agreement) and fails to cure the same within five (5) days or receipt of written notice thereof from University; or

(e) In the event that Licensee holds a technology license from the University’s Center for Technology Licensing (“CTL”) and said CTL license is terminated for any reason, then if Licensee does not enter into an Equity Investment Agreement satisfactory to University within thirty (30) days.

(f) If Licensee files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal or state law, or seeks or consents to or acquiesces in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties or of Licensee’s interest in the Premises; or

(g) If within sixty (60) days after the commencement of any proceeding against Licensee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed or if, within sixty (60) days after the appointment, without the consent or acquiescence of Licensee, of any trustee, receiver or liquidator of Licensee or of all or substantially all of its properties or of the Premises such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

20.2 If any of the foregoing Events of Default should occur, University shall give Licensee written notice of such default stating that the License shall terminate on the date specified in the notice, which shall be at least five (5) days after the giving of such notice, and this License shall terminate, expire and come to an end on the date fixed in such notice, as if such date were the date originally fixed in this License for the expiration thereof, and Licensee shall then immediately vacate the Premises.

20.3 Each right and remedy provided for in this License Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by University of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by University of any or all other available rights or remedies University may elect.

20.4 No waiver of any condition or legal right or remedy shall be implied by the failure of University to declare a default, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the University, and no waiver by the University in respect to one Licensee shall constitute a waiver in favor of any other Licensees.

# 21.0 End of Term.

21.1 Licensee shall, on the last day of the Term hereof, or upon any earlier termination of this Agreement, vacate the Premises without delay, in good order, condition and repair (reasonable wear and tear excepted), with its property (including equipment and improvements, if any) removed, free and clear of all liens and encumbrances other than those, if any, created by University.

21.2 If, upon the expiration of the Term or earlier termination of this Agreement, Licensee shall not have removed its property from the Premises, then University shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as University may see fit, or (ii) to remove and store the same in a place satisfactory to University, in which event all expenses of such disposition (in excess of any amount received by University upon such disposition), removal and storage shall be charged to and be borne by Licensee, and University shall be reimbursed by Licensee for such expenses upon written demand therefor. Licensee shall repair any loss or damage to the Premises or any part hereof caused or resulting from the removal of its property (whether removed by or at the direction of University or Licensee).

# 22.0 Subordination.

This License is subject and subordinate to any existing or future mortgage or indenture, and to any other existing encumbrances, together with any renewals, extensions, modifications, consolidations and replacements thereof, now or after the date of this Agreement, affecting or placed, charged or enforced against all or any portion of the Building, or any interest of University in them. This provision will be self-operative and no further instrument of subordination will be required in order to effect it.

# 23.0 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or three (3) days after mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

1. **if to University, to:**

Cornell University Real Estate Department

Box DH-Real Estate

15 Thornwood Drive, Ithaca, NY 14850

Attn: Director, Real Estate

And to:

Cornell University Office of General Counsel

300 CCC Building/235 Garden Avenue

Ithaca, NY 14853

And cc. to:

Center for Life Science Ventures

526 Campus Road, Ithaca, NY 14850

Attn: Center Director

1. **if to Licensee, to:**

FULLCOMPANYNAME

ADDRESS, CITY, STATE, ZIP

Attn: CEO-NAME, CEO

# 24.0 Center Venture Development Program.

24.1 Licensee understands that University is a not-for-profit 501(c)(3) organization that recognizes, educates, incubates and accelerates growing entrepreneurial companies with the potential to add significant value to the region, that the Center depends on a variety of funding sources, including grants and donations from individuals, corporations and government, to accomplish its mission and that Licensee will derive value as a result of its participation in the Program as an occupant on the Premises.

24.2 Licensee acknowledges that University intends to use the Premises and residency in the Premises as one part of the Center’s overall program designed to help young life sciences ventures grow (the “Program”).

24.3 Licensee agrees to work together with University to design an incubation program to foster development of Licensee’s management team, Business Plan, and initial product offering during its residency on the Premises. This program will consist of related services to be delivered by University, a fair market value assigned by University for these services, and a Licensee obligation to repay University for full value of the delivered services, plus interest. Licensee agrees to negotiate in good faith with University regarding the elements of Licensee’s incubation program, its financial terms and the timetable for its implementation.

24.4 Licensee agrees that it will cooperate in supplying information about employment and revenue growth to the University from time-to-time during its occupancy and for five (5) years after the end of the Term. This information will be used to tabulate overall statistics for the Center and will not specifically identify Licensee without Licensee’s permission.  Licensee is encouraged, upon “graduation” and exit from the program and the Premises, to continue to support the Center’s efforts through sharing its experiences in educational programs organized by the Center and through any other contributions that the Licensee may deem appropriate in the future.

**25.0 Force Majeure.**

For all purposes relating to this License, neither party shall be considered in breach of or in default of its obligations hereunder in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such party, including, without limitation, any: acts of God; acts of the public enemy; acts of war or terrorism; acts of, or restrictions imposed by, the federal government, New York State or any local governmental entity, including quarantine restrictions; acts of third parties not controlled or in privity with that party; fires; floods; epidemics; pandemics; strikes; freight embargoes; severe or inclement weather; shortages in labor; supplies or materials; or delays due to any other such like causes (collectively, a “Force Majeure”).  In the event of a Force Majeure, the time for performance of the obligations of the party suffering such delay hereunder shall be extended for a period equal to the delay.  Notwithstanding the foregoing, under no circumstance shall Licensee be excused from timely payment of the Licensee Fee or any other payments required under this Agreement.

# 26.0 Relocation.

University reserves the right to relocate Licensee to alternative space in the Center at any time. Any such relocation shall be to premises of comparable size and quality as the Premises, and University shall bear the cost of providing Licensee with comparable improvements to those in place within the Premises. University shall provide Licensee with sixty (60) days prior written notice of such relocation, and University shall pay all reasonable moving costs incurred by Licensee as a direct result of such relocation. In the event of any such relocation, the alternative space shall for all purposes be deemed the Premises hereunder and this Agreement shall continue in full force and effect without any change in the other terms or conditions hereof.

# 27.0 Right of University to Perform.

27.1 All covenants and agreements to be kept or performed by Licensee under any of the terms of this Agreement shall be performed by Licensee at Licensee’s sole cost and expense.

27.2 If Licensee shall fail to perform any of its obligations under this Agreement, and such failure should continue to ten (10) days after written notice thereof by University, then without waiving any default of Licensee or releasing Licensee from any obligations of Licensee hereunder, University may make, but shall not be obliged to make, any such payment or perform any such other act on Licensee’s part to be made or performed hereunder. All sums so paid by University and all necessary incidental costs together with interest thereon at the maximum rate allowable by law from the date of such payment by University shall be deemed Additional Fees and should be paid by Licensee to University immediately upon demand, and University shall have, in addition to any other right or remedy of University under this Agreement, the same rights and remedies in the event of nonpayment thereof by Licensee as in the case of default by Licensee in the payment of the License Fee.

# 28.0 Holding Over.

If Licensee fails to vacate the Premises at the expiration or sooner termination of this Agreement, then Licensee shall pay University the License Fee at two times the monthly rate specified in Section 4 for the time Licensee remains in possession and, in addition thereto, shall be responsible for and reimburse University for all direct and consequential damages sustained by University by reason of Licensee’s retention of possession. The provisions of this Section do not exclude University’s rights of re-entry or any other right or remedy of University hereunder.

# 29.0 Waiver of Jury Trial.

It is mutually agreed by and between University and Licensee that to the fullest extent permitted by law they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this License, the relationship of University and Licensee, Licensee’s use or occupancy of the Premises. This provision shall survive the expiration or termination of this Agreement.

# 30.0 Governing Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws principles. Venue for any dispute arising under this Agreement shall be in the courts serving Tompkins County, New York. This provision shall survive the expiration or termination of this Agreement.

# 31.0 No Partnership.

Neither this Agreement nor anything contained herein shall be deemed to make University in any way or for any purpose a partner, joint venturer or associate in any relationship with Licensee other than that of Licensor, nor shall this Agreement or any provisions thereof be construed to authorize either party to act as agent for the other except as expressly provided in this Agreement.

# 32.0 Authorization.

Each of the individuals executing this Agreement on behalf of the Licensee or the University warrants to the other party that such individual is authorized to do so by requisite action of the party to this Agreement and agree upon request to deliver to the other party a resolution or similar document to that effect.

# 33.0 No Lease.

This License is not a lease or a conveyance of the Premises and does not give Licensee any leasehold or ownership interest in the Premises. Licensee expressly acknowledges that there is no landlord-tenant relationship between University and Licensee; and that no landlord-tenant laws govern this License.

**34.** **Severability.**

Should any provision of this Agreement be declared illegal, void, or unenforceable under New York law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

**35. Counterparts; Electronic Signatures.**

## This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single, fully executed Agreement. Signatures of the parties delivered by e-mail or other electronic or digital means shall be deemed to constitute original signatures, and digital copies of this Agreement shall be deemed to constitute duplicate originals.

# 36. Use of University Name and Marks.

The University name or logo and/or the name or logo of any Cornell college, school or affiliates may not be used to promote or endorse Licensee’s business, services or products, or for any other purpose, without University’s prior written consent in each instance. Licensee further agrees not to use the University’s name, logo or marks in conjunction with other trademarks, service marks, logos or markings, unless the University has specifically approved such use. To request use of Cornell University’s name or logo, visit <https://apps.univcomm.cornell.edu/brand-forms/forms/endorsement.html>.

# 37. Entire Agreement.

Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the University and Licensee for License of the Premises. This Agreement cannot be changed orally, but only by an agreement in writing and signed by both parties.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement of the day and year above first written.

**For Cornell University**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeremy Thomas

Senior Director, Real Estate Department

Additional signature page follows

**For Licensee:** FULLCOMPANYNAME

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: CEO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approximately 250 square feet as follows:

a. Two desks, two file cabinets and associated wall storage shelf units within ROOM Weill Hall, Office

b. One lab bench in the Corridor ROOM Lab Prep area

c. One contiguous row of lab benches within the ROOM Weill Hall Wet Lab: Shown as ROOM in the Figure below.



1. 404A Weill Hall, Small Conference Room- 251 square feet\*
2. 413C Weill Hall, Lab Prep - 134 square feet
3. 414C Weill Hall, 32**°**FCold Room- 149 square feet
4. 419 Weill Hall, Break Room- 268 square feet \*
5. 421 Weill Hall, Large Conference Room- 652 square feet\*
6. 401 Weill Hall Reception/Waiting area – 25 square feet\*
7. Weill Hall 4th Floor North Stairwell, Area 4 0001 – 220 Square Feet
8. Weill Hall 4th Floor North Service Elevator, Area 4 0070 -- 39 Square Feet
9. Weill Hall 4th Floor North Front Corridor-Copy Area/Central Corridor/Back Corridor, Area 4 0043 – 1,640 Square Feet

\* Availability scheduled through CLSV Administrative Staff

Diagram

Description automatically generated

|  |  |
| --- | --- |
| **Location** | **Shared Equipment** |
| 404 Weill Hall Reception/Copy Area | Digital Full Color Multifunctional System, Videoconferencing/teleconferencing facility, AV/PC Projector, Mac Laptop, Windows Laptop |
| 409 Weill Hall Lab Prep | Biocontainment Hoods (3) |
| 410 Weill Hall Lab Prep | Imaging System/Printer, Cell Shaker/Incubator Platforms (2), Glove Box |
| 413C Weill Hall, Lab Prep | Autoclave, Icemaker, Lab glassware washer, Type 1 RO/DI Water Supply |
| 414C Weill Hall | -80**°**C Freezers (2), Floor-mounted Centrifuge, Desk-Mounted centrifuge, Lab Scales, Barnstead 18 Mega Ohm Water Purifier |
| 418C | 0**°**CCold Room |
| 419 Weill Hall, Break Room | Refrigerator/Freezer, Microwave Oven, Toaster Oven, Dishwasher, Coffee Service, Chilled and Hot Water Service |
| Weill Hall 4th Floor North Elevator/Back Lobby Area 40043A | -20**°**C Freezer, |

INSERT INCUBATION PLAN HERE

**Policy 8.6, Health and Safety:**

<https://www.dfa.cornell.edu/tools-library/policies/environment-health-and-safety>

**How To Report An Emergency:**

<https://ehs.cornell.edu/campus-health-safety/fire-and-life-safety/how-report-emergency>

**Laboratory Safety Manual:**

[**https://ehs.cornell.edu/research-safety/chemical-safety/laboratory-safety-manual**](https://ehs.cornell.edu/research-safety/chemical-safety/laboratory-safety-manual)

<https://ehs.cornell.edu/research-safety/chemical-safety>

**Chemical Hygiene Plan:**

[**https://ehs.cornell.edu/research-safety/chemical-safety/chemical-hygiene-plan**](https://ehs.cornell.edu/research-safety/chemical-safety/chemical-hygiene-plan)

**Hazardous Waste Manual:**

<https://ehs.cornell.edu/manuals/hazardous-waste-manual>

**Biological Safety Manuals:**

<https://ehs.cornell.edu/research-safety/biosafety-biosecurity/biological-safety-manuals-and-other-documents>

**Policy 1.7, Financial Conflict of Interest Related to Research**

https://policy.cornell.edu/sites/default/files/policy/vol1\_7.pdf

Requesting Access: <http://blogs.cornell.edu/whfs/access-to-weill/>

Reserving Space: <http://blogs.cornell.edu/whfs/reservations/>

Posting Notices: <http://blogs.cornell.edu/whfs/posting-a-notice/>

For Weill Hall Standard Operating Procedures and other applicable safety procedures, see:

<http://blogs.cornell.edu/whfs/weill-hall-safety-links-and-information/>

**I. EHS Considerations in Application and Selection Process**

A Pre-Operational Safety and Environmental Review (POSHER) is conducted as part of the selection and admission process to the Center. The purpose of the POSHER is to identify hazardous materials, processes, and equipment planned for the space and ensure proper infrastructure, controls, and procedures are in place to minimize risks.

a. A POSHER must be completed during the application process and before bringing any new hazardous materials, equipment, and processes into the space, or before increasing the quantity of approved hazardous materials.

b. POSHERs are reviewed by a team consisting of:

i. EHS

ii. COE Safety Manager/Facilities Engineer

iii. Center Administration

c. POSHERs are conducted in accordance with Weill Hall Building Standard Operating Procedure WH-SOP-01 Pre-Operational Safety, Health & Environmental Review Procedure (POSHER).

**II. Hazardous Waste Services**

a. EHS provides hazardous waste services, including chemical waste and regulated medical waste, to Licensee based on Licensee’s classification as Conditionally Exempt Small Quantity Generators (CESQG), also known as Very Small Quantity Generators (VSQG). By regulation, Licensee may be categorized as CESQG only if Licensee generates no more than 100 kilograms (220 pounds) of hazardous waste and no more than 1 kg of acute hazardous (P-listed) waste in any given calendar month.

b. Licensee may not accumulate more than 55-gallons of hazardous waste or 1 quart of acute hazardous waste (P-listed) at any one time.

c. Licensee must label and package hazardous waste in a manner acceptable to EHS and its contracted waste vendor(s).

d. Licensee must notify EHS, the COE Safety Manager/Facilities Engineer, the Program Safety Officer and the Center Director if there is a possibility of exceeding the CESQG quantity limitations above. Additional regulatory requirements must be met.

e. The types and quantities of hazardous waste shall be determined and discussed with EHS during all POSHERs. EHS reserves the right to request funding from Licensee for hazardous waste disposal and laboratory clean-out costs.

f. Licensee further agrees to the assessment and collection of additional charges paid to the University for hazardous waste levels exceeding the very small quantity generator (VSQG) levels set forth in this License.

g. Licensee shall notify Center Administration immediately in the event a federal, state, or local regulator arrives at the Center.