



**LAWRENCE TECHNOLOGICAL UNIVERSITY  
DRAFT LICENSE AGREEMENT**

Between

(LICENSOR)

and

(LICENSEE)

for

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[LICENSE AGREEMENT

LICENSE AGREEMENT

Made and entered into by and between

\_\_\_\_\_, hereinafter called "LICENSOR", a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, having an office at \_\_\_\_\_

AND

\_\_\_\_\_, hereinafter called "LICENSEE", a corporation duly organized and existing under the laws of the \_\_\_\_\_, having an office at \_\_\_\_\_.

WITNESSETH:

LICENSOR owns or has the right to license certain technical information and intellectual property relating to the design, manufacture, and sale of \_\_\_\_\_ (hereinafter called "Products"); and

LICENSEE desires to design, manufacture and sell the Products in the \_\_\_\_\_; and

LICENSEE desires to obtain from LICENSOR a license to design, manufacture, and sell Products; and

LICENSEE understands that the obligation of LICENSOR under this Agreement is limited to granting a license and supplying certain technical assistance that LICENSEE will need for the design, manufacture, and sale of Products; and

LICENSOR is willing to grant such license and make available such technical information and intellectual property for LICENSEE under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

Article 1. General Definitions

- 1.1 The term "Licensed Territory", as used herein, means the \_\_\_\_\_.
1.2 The term "Licensed Patents", as used herein, means the patents and patent applications, if any, having at least one claim covering the Licensed Products and owned, or controlled, by LICENSOR including, but not limited to, those listed in Exhibit A.
1.3 The term "Licensed Products", as used herein, means the Products licensed to LICENSEE under this Agreement and wherein, in the absence of this Agreement, such Products would infringe at least one claim of the Licensed Patents.

- 1.4 The term "Technical Information", as used herein, means the data, know-how, and other information listed on Exhibit A which LICENSEE obtains from LICENSOR pertaining to Licensed Products as well as any and all of such information LICENSEE obtains from LICENSOR as a result of providing technical assistance to LICENSEE.
- 1.5 The term "Improvements", as used herein, means any modification, whether or not patentable or copyrightable, of the Technical Information and the Licensed Products licensed to LICENSEE under Article 2 herein.
- 1.6 The term "Party" when used in the singular means LICENSOR or LICENSEE and when used in the plural means LICENSOR and LICENSEE.
- 1.7 The term "Customer(s)", as used herein, means any and all customers of LICENSEE which are authorized by LICENSOR in writing prior to LICENSEE offering the Licensed Products for sale thereto.

## **Article 2. Licenses Granted**

- 2.1 Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE, to the extent of the Licensed Territory, a revocable, non-transferable, non-exclusive license, during the period in which this Agreement is in effect, to use the Technical Information, and to copy and modify any copyrighted or copyrightable portions of the Technical Information, for or as part of or for use in connection with LICENSEE's design, manufacture and sale of the Licensed Products for the Customers.
- 2.2 Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE, to the extent of the Licensed Territory, a revocable, non-transferable, non-exclusive license, during the period in which this Agreement is in effect, under the Licensed Patents, to make, use, sell, and offer to sell Licensed Products to the Customers. Unless otherwise agreed to by prior written consent from the LICENSOR, this license does not include the right to have made the Licensed Products as well as any components for the Licensed Products. In the event that LICENSEE elects not to manufacture the Licensed Products, LICENSEE hereby grants, and LICENSOR accepts, the first right to elect to manufacture the Licensed Products for LICENSEE.
- 2.3 As to Licensed Products on which royalty is payable under this Agreement, LICENSEE shall not export any Licensed Products or components thereof. In addition, LICENSEE shall not design, manufacture, or sell any Licensed Products to any Customer that, to the knowledge of LICENSEE, intends to export such Licensed Products or Improvements, without LICENSOR's prior written approval as to that specific transaction, which approval may be withheld in LICENSOR's SOLE DISCRETION. If LICENSEE learns that any Customer has exported Licensed Products, LICENSEE shall provide such information to LICENSOR.
- 2.4 No license, either express or implied, is granted by LICENSOR to LICENSEE hereunder with respect to any patent or information except as specifically stated above and as set forth in Exhibit A.
- 2.5 LICENSOR shall have no responsibility nor assume any obligation whatsoever and in any kind unless expressly provided in this Agreement or unless otherwise agreed by LICENSOR in writing.

- 2.6 Except as provided in Article 2.7 herein, no license, either express or implied, is granted hereunder to use as a trademark or otherwise the word "\_\_\_\_\_" or any other trademark or trade or product name of LICENSOR, or any word or mark similar thereto. LICENSEE shall not seek to terminate any of the trademarks or trademark rights of LICENSOR. LICENSEE shall not attempt to register, or obtain any trademark rights to, any word or mark similar to the word "\_\_\_\_\_" or any other trademark or trade or product name of LICENSOR.
- 2.7 LICENSEE is required to obtain permission from the Customers to include a suitable legend on the Licensed Products that indicates that Licensed Products are made under license from LICENSOR. The form of such legend and the extent of LICENSEE's use thereof shall be solely determined by LICENSOR. LICENSEE shall assure that such legends shall comply with the statutes or laws of Licensed Territory. LICENSOR may amend such legends at any time during the term of this Agreement, and all rights to use such legends shall terminate with this Agreement. LICENSEE acknowledges and agrees that all LICENSOR trademarks and trade names are the sole and exclusive right of LICENSOR and that LICENSOR is also the owner of any and all goodwill attached to such trademarks and trade names. In order to preserve the goodwill attached to LICENSOR's trademarks and trade names, LICENSEE agrees that LICENSOR shall be permitted to inspect all Licensed Products prior to delivery to the Customer(s) and approve LICENSEE's quality management system used in connection with Licensed Products.
- 2.8 Except as set forth in Article 4.7, nothing contained in this Agreement shall constitute, or be construed to be, a limitation or restriction upon any right otherwise possessed by LICENSEE or LICENSOR to make, use, or sell any product, in any country, provided, however, that the payments required by this Agreement to be made by LICENSEE to LICENSOR with respect to sales and other dispositions of Licensed Products shall not be deemed to constitute such a limitation or restriction.
- 2.9 The license hereby granted to LICENSEE shall not be transferable to any party, including to a successor or assign of LICENSEE, without the prior written consent of LICENSOR.
- 2.10 LICENSEE shall not have the right to sublicense its rights granted under the Agreement without the prior written consent of LICENSOR. The terms of any such sublicense arrangement shall be mutually agreed and provided for separate from this Agreement.

### **Article 3. Patent Provisions**

- 3.1 Subject to the terms of this Article 3, LICENSOR has the sole right to file, prosecute and maintain patents covering the inventions that are the exclusive property of LICENSOR, and shall have the right to determine where and when to file any such patent applications. LICENSEE has the sole right to file, prosecute and maintain patents covering the inventions that are the exclusive property of LICENSEE, and shall have the right to determine where and when to file any such patent applications.
- 3.2 LICENSOR will be the sole and exclusive owner of any and all Improvements conceived or reduced to practice during the term of this Agreement and for a period of five (5) years thereafter ("Licensor Improvements"). LICENSEE agrees and hereby does, assign to LICENSOR all right, title and interest in and to such Licensor Improvements. To the extent

such Licensor Improvements are works of authorship, such works shall be deemed a "work made for hire" and owned solely by LICENSOR.

- 3.3 During the term of this Agreement and for a period of five (5) years thereafter, LICENSEE will disclose and make available any and all Improvements, if any, to LICENSOR from time to time, but no less frequently than each calendar quarter. LICENSEE agrees to cooperate in order to obtain patents, copyrights or other legal protection including, without limitation, executing or causing to be executed inventor assignments and will take such other action as LICENSOR may request to give full effect to LICENSOR's ownership rights in and to the Licensor Improvements.
- 3.4 LICENSEE shall place appropriate patent notices on all Licensed Products which incorporate any invention covered by any Licensed Patent, if any, provided LICENSOR informs LICENSEE of such Licensed Patents, the parties agree on an appropriate manner of placing such notices on Licensed Products, and LICENSEE agrees to cause the Customer to accept Licensed Products with such notices.
- 3.5 LICENSOR will at all times have the exclusive right to take whatever steps deemed necessary or desirable to enforce Licensed Patents, including the undertaking of any appropriate administrative action as well as the filing and prosecution of patent litigation. If LICENSOR and LICENSEE desire and agree to joint participation in any infringement suit or other enforcement action with respect to any of Licensed Patents, the respective responsibilities of the parties, and their contributions to the costs and participation in any recoveries, will be agreed upon in writing prior to undertaking the enforcement action.
- 3.6 LICENSOR makes no representations to LICENSEE regarding the scope or enforceability of Licensed Patents, and LICENSOR does not warrant that any Licensed Products manufactured or sold under this Agreement will not infringe patents or any other proprietary rights of others.

#### **Article 4. Technical Information**

- 4.1 In accordance with this Agreement, LICENSEE shall be entitled to receive the Technical Information listed in Exhibit A; provided, however, LICENSOR shall not be obligated to (i) furnish any Technical Information other than assembly and detail drawings, parts lists, test reports, specifications, operation and maintenance manuals and quality control relating to the Licensed Products, (ii) furnish any Technical Information which is not available to LICENSOR, (iii) provide any technical assistance other than expressly provided herein, and (iv) furnish any Technical Information hereunder until LICENSOR has received the fee stipulated in Article 5.1 hereof. All such Technical Information shall be provided to LICENSEE in the language in which it exists. LICENSOR is not obligated to provide translations of any Technical Information, however for the avoidance of doubt all Technical Information shall be provided in the English language. LICENSOR is under no obligation to create or provide any Technical Information other than that listed in Exhibit A.
- 4.2 LICENSOR and LICENSEE shall discuss and agree on a schedule for the furnishing by LICENSOR of Technical Information and such documented Technical Information shall be furnished to LICENSEE in accordance with such schedule.

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- 4.3 LICENSOR and LICENSEE each shall select an employee and his/her assistant, if necessary, who shall act as its "technical correspondent" in transmitting the Technical Information data and other know-how called for by this Agreement. Each party shall promptly indicate to the other in writing the name of its technical correspondent, but shall have the right at any time to substitute another of its employees as technical correspondent by giving written notification of the change.
  
- 4.4 Subject to the terms and conditions of this Agreement, LICENSOR will provide assistance to LICENSEE in connection with the matters described below ("Technical Assistance"):
  - (i) \_\_\_\_\_;
  - (ii) \_\_\_\_\_; and
  - (iii) \_\_\_\_\_.

The Technical Assistance will be provided by qualified engineers, technicians and other specialists assigned by LICENSOR to assist LICENSEE ("Technical Assistance Personnel"). The Parties anticipate that Technical Assistance Personnel may be required to travel to LICENSEE's facility(ies) and to other locations in the course of providing Technical Assistance. LICENSOR will send or arrange to send to LICENSEE's facilities such Technical Assistance Personnel for such period of time as may be deemed necessary or desirable by LICENSOR in good faith and taking into account the reasonable needs of LICENSEE.

In pursuing the objects of this Agreement, LICENSOR will cause LICENSOR's Technical Assistance Personnel to cooperate fully with LICENSEE and LICENSEE's personnel, and LICENSEE will cause LICENSEE's personnel to cooperate fully with LICENSOR and LICENSOR's Technical Assistance Personnel. LICENSEE will provide Technical Assistance Personnel with all information or material reasonably requested by them in the performance of their duties.

LICENSEE, to the extent needed, shall make specific requests for Technical Assistance to LICENSOR. Each such request will be in such form and provide such information as LICENSOR may from time to time reasonably require. LICENSOR will consider LICENSEE's request and may, in LICENSOR's sole discretion, provide the requested Technical Assistance and Technical Assistance Personnel upon the terms of this Agreement.

LICENSEE will reimburse LICENSOR for any future or additional expenses, including testing or design time and material costs, incurred by LICENSOR in providing additional Technical Information to LICENSEE resulting from the assistance in accordance with this Article 4.4 of this Agreement. The parties will consult and agree in advance on the amount of any such additional costs to be reimbursed to LICENSOR. LICENSEE shall reimburse LICENSOR, within thirty (30) days after receipt of written request from LICENSOR, for any such additional costs incurred by LICENSOR in providing additional Technical Information to LICENSEE.

- 4.5 LICENSOR will use its best efforts to provide LICENSEE with accurate Technical Information, but LICENSOR does not make any warranty and shall have no liability with respect to the use of such Technical Information; nor does LICENSOR assume any responsibility with respect to Licensed Products, manufactured, sold or used under this

Agreement. LICENSEE shall hold LICENSOR harmless from any liability arising from Licensed Products, manufactured, sold or used under this Agreement. All Technical Information is supplied solely for the use of LICENSEE under this Agreement and remains the property of LICENSOR. After termination of this Agreement, LICENSEE shall, if LICENSOR so requests in writing, promptly return to LICENSOR, or its designee, all documented Technical Information or portion thereof (including all copies, except to the extent LICENSEE is obligated by law to retain documentation for future reference). Prior to termination of this Agreement, LICENSOR may request in writing the prompt return to LICENSOR, or its designee, certain Technical Information reasonably determined by LICENSOR to relate solely to the design of the Licensed Products, in which case LICENSEE shall comply with such request.

- 4.6 Unless otherwise authorized by LICENSOR in writing, LICENSEE agrees, during the term of this Agreement and for a period of five (5) years from the date of the termination or expiration of this Agreement: (a) to not disclose the Technical Information and to use the same measures to avoid disclosure of such Technical Information, including partial or complete copies thereof, to any third party as LICENSEE employs with respect to information of its own that it does not desire to be disclosed, (b) to withhold disclosure of such Technical Information from persons, if any, within its organization who do not have reasonable need for such Technical Information in the course of the work performed pursuant to this Agreement, and (c) to use the Technical Information solely for or as part of or for use in connection with the design, manufacture and sale of the Licensed Products.
- 4.7 LICENSEE agrees, during the term of this Agreement and for a period of ten (10) years from the date of termination or expiration of this Agreement, not to, directly, or indirectly, either alone or in conjunction with any other person or entity, (a) enter into an agreement similar to this Agreement with respect to Products, (b) manufacture, represent, distribute, service, sell or invest in or have any other interest anywhere in the world in any goods or services that compete with the Licensed Products or the Improvements, (c) solicit or induce any Customer, if such solicitation is directly or indirectly intended to result in a sale of any product or service to such Customer that is directly or indirectly competitive with any Licensed Products or Improvements; and (d) solicit or induce any employee or contractor of LICENSOR to terminate his/her employment or relationship with LICENSOR.

## Article 5. Compensation

- 5.1 LICENSEE shall pay or cause to be paid to LICENSOR the following amounts:
- (i) As a fee for the Technical Information, LICENSEE shall pay LICENSOR the sum of \_\_\_\_\_ US Dollars (US\$\_\_\_\_\_). This fee shall be made immediately following the execution of this Agreement.
  - (ii) As earned royalties for the license in Article 2.2, for each calendar quarter, to be paid within sixty (60) days following such quarter, an amount equal to: (i) \_\_\_\_\_ percent (\_\_\_%) of LICENSEE's Net Receipts from all Licensed Products sold while this Agreement remains in effect.
- 5.2 The term "Net Receipts", as used herein, means all payments received by LICENSEE from all sales of Licensed Products and parts therefor; provided, however, that with respect to Licensed Products which are (a) sold by LICENSEE to any Customer having a special

relationship with or enjoying a favored position for dealing with LICENSEE as a result of which payments received by LICENSEE are less than the payments received from ordinary customers, (b) sold by LICENSEE for other than monetary payments, or (c) used rather than sold by LICENSEE, the term "Net Receipts" means the most recent monetary payments received by LICENSEE for such Licensed Products from ordinary Customers. "Net Receipts" shall not include any foreign, state, federal or local sales and use taxes, freight, shipping, transportation costs and/or insurance.

5.3 Earned royalties shall be paid quarterly by wire transfer to the following account:

Account No.: \_\_\_\_\_  
Account Holder: \_\_\_\_\_  
Bank: \_\_\_\_\_

Each earned royalty payment due hereunder will be made within sixty (60) days following the calendar quarter covered thereby and will be accompanied by a report showing for such quarter: (a) a list of all separately identifiable types (i.e., by part numbers or equivalent) of Licensed Products sold or otherwise utilized, (b) the quantity of such Licensed Products of each type, (c) the Net Receipts from Licensed Products of each type, (d) the quantities of, and Net Receipts for, parts of Licensed Products sold or otherwise utilized, identified by the Licensed Product types for which supplied, and (e) the derivation of the amount payable to LICENSOR from the foregoing information.

5.4 LICENSEE shall pay interest to LICENSOR at a rate of \_\_\_\_\_ percent (\_\_\_%) over the London Interbank Offered Rate (LIBOR) per annum on any and all amounts of earned royalty payments that are at any time overdue and payable to LICENSOR, such interest being calculated on each such overdue payment from the date when such payment became due to the date of actual payment thereof. The payment of such interest shall not replace any of LICENSOR's other rights under this Agreement resulting from LICENSEE's default in making any payments due hereunder.

5.5 All amounts payable to LICENSOR under this Agreement are to be paid in USA currency.

5.6 LICENSEE shall at all times during the life of this Agreement and for one (1) year after termination accumulate accurate and up-to-date records which will contain the complete data from which amounts due to LICENSOR under this Agreement can be readily calculated, shall preserve and permit examination of such records by LICENSOR's representatives at reasonable intervals and under reasonable conditions during the life of this Agreement and for three years thereafter, and shall supply to such LICENSOR's representatives upon request all information useful in making a proper audit and verification of LICENSEE's performance of its obligations under this Agreement.

**Article 6. Limited Warranty; Indemnification.**

6.1 Neither LICENSOR nor their respective employees and representatives shall be liable to LICENSEE or to any other party for direct or indirect damages or injuries, including but not limited to foreseeable and unforeseeable damages, indirect losses and damages which are a consequence of losses arising from direct damages, loss of expected profits, moral damages



and intellectual property infringement damages, including but not limited to patent and copyright infringement and infringement of any other proprietary rights of others, resulting from the use or application of the Technical Information, Licensed Products, or Improvements hereunder. LICENSOR does not assume any warranty for: (i) the economic success of any Licensed Products or Improvements, (ii) the processes employed in the manufacture thereof, (iii) the validity or enforceability of any of the Technical Information or Licensed Patents, and (iv) the patentability of any Technical Information. LICENSOR warrants as of the Effective Date of this Agreement, that LICENSOR is the owner, and record owner of the entire right, title and interest in and to the Licensed Patents, and the Technical Information, and that it has a right to enter into this Agreement.

- 6.2 LICENSEE will indemnify, defend and hold LICENSOR, and its shareholders, directors, officers, employees, agents, successors and assigns harmless from and against any and all losses, costs, liabilities, damages, claims, expenses of every kind and nature including reasonable attorneys' fees arising out of or resulting from any actual or alleged use or defect in the Licensed Products or Improvements sold by LICENSEE. The obligation of the indemnifying party to indemnify the indemnified party pursuant to this paragraph shall be conditioned upon the indemnified party giving prompt notice to the indemnifying party of any claim as to which indemnification is sought in tendering full responsibility for the defense of any such claim to the indemnifying party.

#### **Article 7. Duration and Legal Effect**

- 7.1 This Agreement shall enter into effect upon the date of its execution by both parties hereto and, unless sooner terminated under the provisions below, will continue for a period of \_\_\_\_\_ ( ) years. LICENSOR shall have the right to terminate this Agreement at any time, with or without cause, by giving written notice of termination at least ninety (90) days prior to the effective date of such termination.
- 7.2 If either party defaults in any of its obligations hereunder, the other party will have the right to terminate this Agreement by giving written notice of termination at least ninety (90) days prior to the effective date of such termination, such notice specifying the default; provided, however, that such notice will be of no effect and termination will not occur if the specified default is remedied prior to said effective date of termination.
- 7.3 In addition to any other exception from liability specifically provided for in this Agreement, neither party will be liable for failure to perform any part of this Agreement when the failure is due to fire, flood, strike or other labor dispute, shortage of material, transportation difficulty, accident, war, terrorism, riot, act of God, insurrection, civil disturbance, act of government, government regulation or other occurrence beyond the control of such party; provided, however, that the above shall not relieve either party from its obligations to perform its part of this Agreement at such times and to such extent as may be possible subsequent to the intervention of the above-cited events or occurrences and under no circumstances is either party relieved by any of the above-cited events or occurrences from its obligation to make payments due hereunder. In the event performance is prevented or delayed for a consecutive period of six (6) months or more, the party other than the party which incurs the delay in its performance may terminate this Agreement by providing written notice to that effect.

- 7.4 Neither party shall be liable to the other for damages of any kind on account of termination of this Agreement, as provided herein, whether such damages result from loss through commitments or obligations or leases, from loss of investments or of present or prospective profits or from inability to meet obligations or from any other cause; provided, however, that the parties' obligation to pay to the other party any sum of money that may be owing to the other as a result of transactions carried out pursuant to this Agreement shall survive termination of this Agreement.
- 7.5 During the period of one (1) year after termination of this Agreement (other than termination due to default by LICENSEE), LICENSEE may, subject to its royalty payment and reporting obligations set forth above, dispose of Licensed Products which it had on hand prior to termination and in compliance with this Agreement.
- 7.6 This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party, except that LICENSOR may assign this Agreement to the successor to the portion of its business to which this Agreement relates.
- 7.7 In performing this Agreement, LICENSEE shall comply with all applicable laws, rules, and regulations of Licensed Territory in which LICENSEE's activities are to be performed, and LICENSEE shall hold LICENSOR harmless from LICENSEE's respective failure to do so.
- 7.8 LICENSOR may terminate this Agreement forthwith in the event of the liquidation, moratorium, bankruptcy or insolvency of LICENSEE, the attachment, sequestration or other similar judicial acts on all or substantially all of LICENSEE's assets, the nationalization of the industry which encompasses any of Licensed Products, any suspension of payments hereunder by governmental regulation, or the existence of a state of war or national emergency in the Licensed Territory. Such termination shall be without prejudice to any other rights or claims LICENSOR may have against LICENSEE.
- 7.9 Any violation of the terms of Articles 2.9 and 2.10 hereof shall, at LICENSOR's sole discretion, result in the immediate termination of the Agreement without necessity of judicial resolution.
- 7.10 Upon termination or expiration of this Agreement, any and all licenses from LICENSOR to LICENSEE granted in this Agreement shall immediately terminate, except as explicitly set forth in Article 7.5 of this Agreement.

#### **Article 8. Miscellaneous Provisions**

- 8.1 It is agreed between the parties that the terms of this Agreement shall not prevent LICENSOR from using the Technical Information anywhere, or from granting to any third parties the right to use the Technical Information anywhere and to furnish them with technical assistance.
- 8.2 Failure of either party to insist upon the strict performance of any provisions hereof or to exercise any right or remedy shall not be deemed a waiver of any right or remedy with respect to any existing or subsequent breach or default; the election by either party of any particular right or remedy shall not be deemed to exclude any other; and all rights and remedies of either party shall be cumulative.

- 8.3 In the event of any actual or threatened infringement suit against LICENSEE or its customers which would affect the manufacture, use or sale of Licensed Products, LICENSEE shall promptly give written notice thereof to LICENSOR, and LICENSOR will make available to LICENSEE free of charge any information in its possession which LICENSOR believes will assist LICENSEE in defending or otherwise dealing with such suit.
- 8.4 Any notice required or permitted hereunder shall be sufficiently given or transmitted when addressed to the party for whom it is intended at its record address. The record addresses of LICENSOR and LICENSEE for this purpose are those set forth in the preamble of this Agreement. Either party may, at any time, substitute for its previous record address any other address by giving written notice of the substitution.
- 8.5 This Agreement constitutes the entire and only agreement between LICENSOR and LICENSEE as to the subject matter hereof and supersedes and cancels all previous agreements, commitments and representations in respect thereto, whether written or oral, and may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing of subsequent date signed by duly authorized officers or representatives of each of the parties hereto.
- 8.6 It is expressly understood that should any provision of this Agreement be held to be invalid or unenforceable under the laws of any jurisdiction, then that provision shall be considered severable from this Agreement and, for that jurisdiction, the parties shall replace such provision with new and legally valid provision as close as possible legally and economically to the spirit and object of this Agreement, but, if such replacement is not possible, such provision shall be deemed deleted from this Agreement. The remainder of this Agreement shall continue to be valid and binding, provided that the parts rendered invalid do not void the basic aims and purposes of the parties hereto.
- 8.7 This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan as if performed therein.
- 8.9 All disputes, controversies, or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement or the breach thereof, shall be finally settled by arbitration in Detroit, the State of Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the conduct of any arbitration, each party agrees: that the hearings shall be scheduled for full days; that each side shall be limited to 40 hours, including all argument and examination (direct and cross) of witnesses; and that the hearings shall be scheduled within a three week period. The arbitrators shall strictly enforce these time limits and shall require the parties to submit proposed exhibits, lists of witnesses, and statements of expected testimony for each witness two weeks prior to the hearings. Failure to comply shall, at the discretion of the arbitrator(s), be grounds for exclusion of the exhibit or testimony. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto.
- 8.10 The headings in this Agreement are for purpose of convenience only and shall not limit or otherwise affect any of the terms or provisions hereof.



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8.11 This Agreement has been executed in the English language. No translation into any other language shall be taken into consideration in the interpretation of this Agreement. Words importing any gender shall not exclude any other gender, and the singular shall not exclude the plural, and vice versa.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be executed, in duplicate, by their respective duly authorized representatives on the date(s) and at the place(s) indicated below.

_____	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____
At _____	At _____

**EXHIBIT A**

**LICENSED PATENTS**

Patent – U.S. # \_\_\_\_\_

**LICENSED PRODUCTS AND TECHNICAL INFORMATION**

<b>Product</b>	<b>Production</b>	<b>Quality</b>
-	-	-