



ACADEMIC LICENSE AGREEMENT

between

AUBURN UNIVERSITY and _____

This Agreement is made and entered on the “Effective Date”, as hereinafter defined, by and between AUBURN UNIVERSITY, a university duly established and organized under the laws of the State of Alabama, through its College of Veterinary Medicine, 501 Hoerlein Hall, Auburn University, AL 36849 (“AUBURN”), and _____, a university/ corporation duly organized under the laws of the Province of Alberta and having its principal office at _____ (hereinafter referred to as “LICENSEE”).

WITNESSETH

WHEREAS, AUBURN has certain rights in and is the provider of an on-line educational course in reproductive physiology; and

WHEREAS, AUBURN is committed to policy that ideas or creative works produced by it should be used for the greatest possible public benefit; and accordingly believes that every reasonable incentive should be provided for the prompt introduction of such ideas into public use, all in a manner consistent with the public interest; and

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive limited license in order to practice and use the above referenced educational course for the benefit of its students/employees; and

WHEREAS, AUBURN is desirous of granting such a license to LICENSEE in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

“COURSE FEE” means the number of SEATS or Students licensed times the appropriate COURSE-BASED or TIME-BASED fee.

“EFFECTIVE DATE” means the date upon which AUBURN signs this Agreement below.

“FIELD OF USE” means teaching STUDENTS the LICENSED COURSE.

“LICENSEE”, (1) if a university, means a specific campus within the university’s system or a department(s) within the university, or (2) if a for-profit or non-profit organization, means the specific organization entering into this Agreement and not a parent, affiliate, or related organization.

“LICENSED COURSE” means an educational reproductive science and health course based upon “*Pathways to Pregnancy and Parturition*, 3rd Ed.” by PL Senger, PhD, including appropriate updates.

“SEATS” means the total number of STUDENTS participating in the LICENSED COURSE licensed by the LICENSEE upon which the COURSE FEE is based.

“STUDENTS” means university students and/or employees of a for-profit or non-profit organization.

“TERM” means the time period from the EFFECTIVE DATE through _____.

ARTICLE 2 - GRANT

2.1 Effective upon the full execution of this Agreement and the payment by LICENSEE to AUBURN of the COURSE FEE, AUBURN hereby grants to LICENSEE, subject to the terms and conditions of this Agreement, the non-exclusive right and license for the FIELD OF USE to practice the LICENSED COURSE, until the end of the TERM for which such rights are granted, unless this Agreement shall be sooner terminated according to the terms hereof.

2.2 LICENSEE is not granted the right to enter into sublicensing agreements for the rights, privileges and licenses granted hereunder.

2.3 The license granted hereunder shall not be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any educational course or technology not specifically set forth in the terms hereof.

ARTICLE 3 – COURSE FEES

3.1 For the rights, privileges and license granted hereunder, LICENSEE shall pay FEES to AUBURN in the manner hereinafter provided:

(a) OPTION ONE (1) COURSE-BASED FEE OPTIONS:

- \$125.00US times # _____ of SEATS for ONE (1) YEAR access
- \$150.00US times # _____ of SEATS for TWO (2) YEAR access
- \$175.00US times # _____ of SEATS for THREE (3) YEAR access
- \$200.00US times # _____ of SEATS for FOUR (4) YEAR access

(b) OPTION TWO (2) TIME-BASED FEE OPTIONS

- \$25.00US times # _____ of Student(s) per Academic Spring Session
- \$25.00US times # _____ of Student(s) per Academic Fall Session
- \$25.00US times # _____ of Student(s) per Academic Summer Session
- \$25.00US times # _____ of Student(s) per Academic 1st Mini-mester Session
- \$25.00US times # _____ of Student(s) per Academic 2nd Mini-mester Session

(c) Payment shall be paid in full to AUBURN prior to LICENSEE’s access to the LICENSED

COURSE.

3.2 All payments due hereunder shall be paid in full, without deduction of wire transfer fees, taxes or other fees which may be imposed by any government and which shall be paid by LICENSEE.

3.3 COURSE FEES shall be paid in United States dollars in Auburn, Alabama, or at such other place as AUBURN may reasonably designate consistent with the laws and regulations controlling in any foreign country. If any currency conversion shall be required in connection with the payment of COURSE FEES hereunder, such conversion shall be made by using the exchange rate prevailing at the Regions Bank on the last business day of the calendar quarterly reporting period to which such COURSE FEES relate.

ARTICLE 4 - PRODUCT LIABILITY

4.1 To the extent permitted, or not prohibited, by any State of the Province of Alberta law, regulation, statute, State constitution, or any other laws that impose obligations, limitations, or requirements on the LICENSEE, LICENSEE shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold AUBURN, its trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, consumption or advertisement of the LICENSED COURSE or arising from any obligation of LICENSEE hereunder.

4.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AUBURN, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY AUBURN THAT THE PRACTICE BY LICENSEE OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL AUBURN, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER AUBURN SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

ARTICLE 5 - NON-USE OF NAMES

LICENSEE shall not use the names or trademarks of AUBURN, nor any adaptation thereof, nor the names of any AUBURN employees, in any advertising, promotional or sales literature without prior written consent obtained from AUBURN, or said employee, in each case, except that LICENSEE may state that it has non-exclusively licensed the LICENSED COURSE from AUBURN. Such use or the use of AUBURN's name or its employees in a disparaging way constitutes a material breach.

ARTICLE 6 - DISPUTE RESOLUTION

6.1 Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement, including any dispute relating to patent validity or infringement, which the parties shall be unable

to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing that describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available.

6.2 Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

ARTICLE 7 - TERMINATION

7.1 If LICENSEE shall cease to carry on its business, this Agreement shall terminate upon written notice by AUBURN.

7.2 Should LICENSEE fail to make any payment whatsoever due and payable to AUBURN hereunder, AUBURN shall have the right to terminate this Agreement effective on fifteen (15) days' written notice, unless LICENSEE shall make all such payments to AUBURN within said fifteen (15) day period. Upon the expiration of the fifteen (15) day period, if LICENSEE shall not have made all such payments to AUBURN, the rights, privileges and license granted hereunder shall automatically terminate.

7.3 Upon any material breach or default of this Agreement by, other than those occurrences set out in Articles 7.1 and 7.2 hereinabove, which shall always take precedence in that order over any material breach or default referred to in this Article 7.3, AUBURN shall have the right to terminate this Agreement and the rights, privileges and license granted hereunder effective on ninety (90) days' written notice to LICENSEE. Such termination shall become automatically effective unless LICENSEE shall have cured any such material breach or default prior to the expiration of the ninety (90) day period.

7.4 LICENSEE shall have the right to terminate this Agreement at any time on ninety (90) days' written notice to AUBURN, and upon payment of all amounts due AUBURN through the effective date of the termination.

7.5 Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination; and Articles 1, 3, 4, 7.5, and 9 shall survive any such termination.

ARTICLE 8 - PAYMENTS. NOTICES AND OTHER COMMUNICATIONS

Any payment, notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other party:

In the case of AUBURN:

Dr. Frank F. Bartol
Associate Dean for Research
College of Veterinary Medicine
501 Hoerlein Hall
Auburn University, Alabama 36849
Phone: (334) 844-3700
Email: bartoff@auburn.edu

In the case of LICENSEE:

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the United States.

9.2 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and all prior representations and warranties have been merged into this document and are thus superseded in totality by this Agreement. This Agreement shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.3 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

9.4 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

LICENSEE: _____

AUBURN UNIVERSITY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Dr. Chris Roberts
Title: President
Date: _____