

**EMORY UNIVERSITY  
TRANSFER AND LICENSE AGREEMENT FOR  
SCIENTIFIC EQUIPMENT (“Agreement”)**

**Provider Institution:**  
Emory University (“EMORY”)

**Recipient Institution:**  
\_\_\_\_\_ (“RECIPIENT”)

**Address:**  
Emory University  
Office of Technology Transfer  
1599 Clifton Road NE 4<sup>th</sup> Floor  
Atlanta, GA 30322-4250 USA

**Address:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMORY Scientist’s Name:**  
Samuel J. Sober, PhD

**RECIPIENT Scientist’s Name**  
\_\_\_\_\_

**Department:**  
Department of Biology

**Department:**  
\_\_\_\_\_

**Email:**  
[camber@emory.edu](mailto:camber@emory.edu)  
Tel: 404-727-5846

**Email:**  
\_\_\_\_\_  
**Tel:** \_\_\_\_\_

**Definitions:**

- i. “Effective Date” means the date of the last authorized signature hereto below.
- ii. “Equipment” means scientific instruments known as EMG Arrays.

**Terms and Conditions:**

- 1) As of the Effective Date, as set forth below, subject to all of the terms and conditions hereof, EMORY hereby grants to RECIPIENT a nontransferable, non-assignable, nonexclusive, non-sublicensable, royalty-free license limited solely to EMORY’s intellectual property rights in the Equipment (defined above) as said Equipment exists on the Effective Date to use the Equipment for RECIPIENT’s non-commercial, internal research purposes. Equipment is to be used only at the RECIPIENT organization and only in the RECIPIENT Scientist’s laboratory under the direction of the RECIPIENT Scientist or others working under his/her direct supervision; and will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of EMORY. For purposes of this Agreement, "non-commercial use" shall include research which is sponsored by a for-profit entity provided such research does not result in any sale, lease, license, or transfer of the Equipment any modifications or derivatives thereof or related intellectual property to a for-profit organization. This Agreement shall terminate **three (3) years** from the Effective Date, and upon termination, RECIPIENT shall immediately cease all uses of the Equipment and shall return or destroy, at EMORY’s option, the Equipment and all copies thereof.
- 2) RECIPIENT's use of the Equipment is limited to investigational research use only for purposes of the research described in **Exhibit A** hereof, which is incorporated into this Agreement by reference, and only in accordance with (i) all applicable federal, state, and local laws and regulations and (ii) the terms of this Agreement. RECIPIENT agrees that it shall not (i) distribute, export, import, rent, lease, grant a security interest in, sublicense or otherwise transfer all or any portion of the Equipment or any of the rights therein or thereto; or (ii) modify, reverse engineer or disassemble the Equipment.

## NON-NEGOTIABLE

- 3) THE EQUIPMENT IS PROVIDED “AS IS”. EMORY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIMS THE SAME, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE EQUIPMENT WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS OF ANY THIRD PARTY.
- 4) Except to the extent prohibited by law, RECIPIENT assumes all liability for damages, which may arise from RECIPIENT’s use of the Equipment. EMORY (including, but not limited to, its affiliates, and each of their respective trustees, directors, officers, professional and medical staff, employees, agents and licensors and their respective successors, heirs and assigns (the “Indemnitees”) will not be liable to RECIPIENT for any loss, claim or demand for any reason whatsoever except to the extent caused by the gross negligence or willful misconduct of EMORY and then only to the extent that EMORY is held liable therefore under applicable law by a court of competent jurisdiction. RECIPIENT shall indemnify and hold harmless EMORY (including, but not limited to, respective trustees, directors, officers, professional and medical staff, employees, agents and licensors and their respective successors, heirs and assigns as applicable) for any loss, claim or demand made by any other party, due to or arising from: (a) RECIPIENT’s use of the Equipment; or (b) use of the Equipment by any person or entity that obtains access to the Equipment from RECIPIENT. Without limiting the foregoing, in no event shall EMORY be liable to the RECIPIENT for special, direct, indirect, incidental or consequential damages, losses or costs of any kind.
- 5) RECIPIENT shall be solely responsible for use and maintenance of the Equipment and for testing the Equipment for proper operation. EMORY shall not have any obligation to provide to RECIPIENT any support, maintenance, improvements, modifications, upgrades or updates of the Equipment, or otherwise assist RECIPIENT in the setup, understanding or use of the Equipment.
- 6) RECIPIENT shall maintain, during the performance of this Agreement and at its own expense, commercial general liability insurance at levels sufficient to cover its obligations and responsibilities under this Agreement. RECIPIENT shall provide a certificate of insurance to EMORY upon request and promptly provide written notice upon learning of any interruption, termination, or material change in the nature and manner of provisioned insurance.
- 7) RECIPIENT may publish and present the results of its use of the Equipment with the scientific community. Should the use of this Equipment result in one or more scientific publication(s), RECIPIENT shall acknowledge in the publication(s) that the Equipment was provided to RECIPIENT by EMORY. The RECIPIENT agrees that it will not use the name or logo of EMORY, or of any trustee, director, officer, staff member, employee, student or agent thereof, or any adaptation thereof except in the previously described acknowledgment.
- 8) RECIPIENT agrees to reimburse EMORY for the following preparation and distribution costs.  
Amount: N/A.
- 9) The EMORY and RECIPIENT acknowledge that any right or license granted under this Agreement may be subject to the rights retained by the United States government in inventions developed by nonprofit institutions with the support of federal funds. These rights are set forth in 35 USCA §201 et seq. and 37 CFR 401 et seq., which may be amended from time to time by the Congress of the United States or through administrative procedures. If the United States government should take action which renders it impossible or impractical for the grant of rights and license herein or to otherwise perform the obligations under this Agreement, either EMORY or RECIPIENT may terminate this Agreement immediately by

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notice to the other party.

10) Except as may be limited by requirements of applicable state or federal law with respect to a state or federal public institution or agency, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Neither the making of this agreement nor the performance of its provisions shall be construed to constitute either party an agent, employee or legal representative of the other party for any purpose whatsoever. This Agreement constitutes the entire agreement and license between the parties with respect to the use of the Equipment. The provisions of Sections 2, 3, 4, 5, 6, shall survive any termination of this Agreement. Any other rights, responsibilities, obligations, covenants and warranties which by their nature should survive this Agreement shall similarly survive and remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below ("Effective Date").

**FOR: RECIPIENT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Mailing Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ / Fax: \_\_\_\_\_

**Read and acknowledged by RECIPIENT's Scientist**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal Investigator

\_\_\_\_\_  
Date

**FOR: EMORY UNIVERSITY**

\_\_\_\_\_  
Name: Rajsekhar Guddneppanavar, PhD  
Title: Assistant Director, Licensing

\_\_\_\_\_  
Date

Mailing Address for Notices:

Emory University  
Office of Technology Transfer  
Attn: Director  
1599 Clifton Road NE, 4<sup>th</sup> Floor,  
Atlanta, GA 30322, USA  
+1-404-727-2211  
[ott-mta@emory.edu](mailto:ott-mta@emory.edu)

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**Read and acknowledged by EMORY's Scientist**

\_\_\_\_\_  
Name: Samuel Sober, PhD  
Title: Principal Investigator

\_\_\_\_\_  
Date

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Exhibit A

Research Description

The EMG Arrays are designed to record electrical activity from muscle tissue. The Equipment will be placed on or within muscle tissue to record the signals that the nervous system uses to control body movements and for no other purpose without the express written consent of the PROVIDER.