MATERIALS LICENSE AGREEMENT

THIS MATERIALS LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN YOU ("LICENSEE") AND VANDERBILT UNIVERSITY ("LICENSOR"). YOU AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

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which may be further described in a Schedule A incorporated into this Agreement by reference (the above description and any Schedule A collectively the "Licensed Material"), ONLY in connection with Licensee's ________________________________________________________________________________

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5. Miscellaneous Terms

(a) Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.

(b) Any controversy or claim arising out of or relating to this Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Tennessee applicable to contracts made and performed entirely therein, without regard to conflicts of laws principles. Licensee agrees and consents that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the Federal, State and Local courts within the State of Tennessee, Davidson County.

(c) This document is a complete and exclusive statement of the terms of this Agreement and may not be changed orally but only by a writing signed by both parties hereto.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

VANDERBILT UNIVERSITY 

Signature: ___________________________ 
Title: _______________________________ 
Date: _______________________________

LICENSEE 

Signature: ___________________________ 
Title: _______________________________ 
Date: _______________________________

Recommended by: ____________________