# License Number U-

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## EXCLUSIVE LABORATORY LICENSE

**THIS EXCLUSIVE LABORATORY LICENSE** (the “License”) is entered into effective as of      , by and between the Regents of the University of Minnesota,a Minnesota constitutional corporation (the “University”) and      , a       (the “Licensee”). This License is entered into by University through its      .

**1. Description of Licensed Premises and University Equipment.** In consideration of the provisions contained in this License, University grants to Licensee a license to use the following premises, situated in       Hall on University’s Twin Cities Campus: exclusive use of Laboratory Room      ,       Hall (the “Licensed Premises), together with the laboratory equipment as listed on the attached Laboratory and Equipment Schedule (the “University Equipment”), as well as shared use of the common areas and equipment in Rooms       of       Hall (the “Common Areas”). The Licensed Premises and the Common Areas are depicted on Exhibit A attached to this License.

 1.1 Unless otherwise specifically provided herein, Licensee is taking the Licensed Premises in “AS IS” condition and University is under no obligation to make any alterations, additions, improvements, or decoration in or to the Licensed Premises. Licensee shall have the right to conduct its own inspection of the Licensed Premises with contractors approved in advance by University prior to commencement of this License, provided that Licensee and its contractors shall not disturb other occupants of the Licensed Premises or Building and shall promptly restore any damage resulting from its inspection. A copy of any inspection report or test results obtained by Licensee based on its inspections shall be delivered to University within ten (10) days after it is obtained. In the event Licensee reasonably determines, based upon the results of its inspection and testing, that the Licensed Premises are unsatisfactory for its intended use, Licensee may terminate this Agreement by written notice to University including a copy of the inspection report or test results which form the basis for the termination. Such termination notice shall be delivered not later than the earlier of (a) the date which is ten (10) days after the inspection report or test results were obtained by Licensee, or (b) the commencement date specified below. Taking possession of the Licensed Premises by Licensee shall be conclusive evidence that the Licensed Premises were, on that date, acceptable to Licensee.

**2. Term.** The initial term of this License shall be for six (6) months, commencing on      , and ending on      . This License may be extended for an additional six (6)-month term upon mutual agreement of University and Licensee. This License may be terminated at any time by either party on ninety (90) days written notice to the other party. In the event notice is given on a day other than the last day of a month, this License shall end on the last day of the month following the expiration of the ninety-day notice period.

**3. Rent.** Licensee agrees to pay to University as Rent for the Licensed Premises the sum of       and no/100 dollars ($     .00) per month, due and payable on the first of each month. Payments of all rent shall be in lawful money. If Licensee fails to make payment within ten (10) days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late charge, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars ($20.00) is assessed for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

**4. Surrender of Premises.** Licensee shall, at the expiration of this License, remove all of its personal property and equipment from the Licensed Premises and shall quietly yield and surrender the Licensed Premises and University Equipment to University in the same good condition which existed when it took them, normal wear and tear and damage from the elements excepted.

**5. Assignment.** This License may not be assigned by Licensee, in whole or in part, without the prior written consent of University, which consent University may grant or withhold in its sole discretion.

**6. Utilities, Services and Taxes.** University agrees to provide to the Licensed Premises all utilities, except for telephone, in accordance with its routine schedule for the Building of which the Licensed Premises are a part (the “Building”). Licensee shall be responsible for cleaning and refuse removal for the Licensed Premises, which refuse shall be deposited in receptacles designated by University. University shall provide one (1) telephone line and one (1) Internet line to the Licensed Premises at no additional cost to Licensee. Licensee shall pay the cost of University’s installation of additional telephone or Internet lines requested by Licensee. Licensee shall pay monthly fees for all telephone and Internet service provided to the Licensed Premises based on the fee schedule set by University’s Networking & Telecommunications Services (NTS), which schedule may be amended from time to time. Long distance telephone calls shall be audited monthly and direct costs billed to Licensee; all invoices shall be payable net thirty (30) days from the date of invoice.

 6.1 Licensee shall be responsible for all real estate and/or personal property taxes, or payments in lieu of taxes, arising from Licensee’s use of the Licensed Premises pursuant to this License and all special assessments levied against and/or attributable to the Licensed Premises during the period of this License.

 6.2 University shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Licensed Premises and serving other parts of the Building. University shall use reasonable efforts to perform such work in a manner that will not unduly interfere with Licensee’s use of the Licensed Premises.

 6.3 University shall not be liable for any failure or delay to deliver any utility or service under this License for any cause beyond its control. University shall also have the right without liability to suspend temporarily the delivery of services or utilities to Licensee for the purpose of making repairs or improvements to the Building or Licensed Premises, or for any other reasonable purpose.

**7. Right of Entry.** University shall have the right upon reasonable notice to enter the Licensed Premises during all business hours (except in emergency situations when entry shall be immediate) for the purposes of (i) verifying Licensee’s compliance with the terms and conditions of this License; and (ii) inspecting or making repairs, additions or alterations to the Licensed Premises or to the Building in which the premises are located. In making such entry, University shall use reasonable efforts to not unduly interfere with Licensee’s use of the Licensed Premises.

**8. Care of Premises and Equipment.** Throughout the term of this License, Licensee shall exercise due care in its operation, use and maintenance of the Licensed Premises and University Equipment. Licensee shall adhere to all operational standards applicable to University Equipment and shall not remove, alter or modify University Equipment, or violate any warranty or cause University to lose any warranty rights. Licensee agrees that in the event it damages any University Equipment or the Licensed Premises, Licensee shall bear the sole financial responsibility for such damage.

**9. Use.** Licensee shall use the Licensed Premises for laboratory use only in connection with the following research or project:      . Licensee shall make no other use of the Licensed Premises without University’s prior written consent in each instance. The Licensed Premises shall not be used by Licensee for any purpose which is illegal, offensive or hazardous.

 9.1 During the term of this License, Licensee shall comply with all applicable federal, state and local laws and ordinances, and University policies, rules and regulations, as amended from time to time, pertaining to the Licensed Premises and University Equipment. Licensee agrees to submit a Laboratory Safety Plan (the “Safety Plan”) for written approval by University’s Safety Officer prior to beginning any work in the Licensed Premises. The Safety Plan must address safe use, storage and disposal of hazardous and toxic substances, including, without limitation, chemicals, controlled substances, infectious agents, biological toxins, recombinant DNA, ionizing and non-ionizing equipment, and radioactive materials. University reserves the right to impose additional safety rules during the term of this License and any extensions or renewals to the term.

**10. Persons Authorized to Use the Licensed Premises**. If Licensee is a corporation, partnership, proprietorship, or other business or non-profit entity, Licensee agrees to furnish to University, upon execution of this License, a list of Licensee’s officers, agents, employees, or invitees authorized to use the Licensed Premises and University Equipment on Licensee’s behalf. Licensee understands that persons not on such list shall not be permitted to use the Licensed Premises or University Equipment unless Licensee provides written authorization and an updated list reflecting Licensee’s authorization of such person(s). All persons authorized to use the Licensed Premises or University Equipment by Licensee shall be required to read and comply with the Safety Plan.

**11. Indemnification.** Licensee agrees to release, indemnify, hold harmless and defend University from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorneys’ fees, University incurs arising out of or related to (i) Licensee’s violation or alleged violation of any federal or state law or breach of this Agreement; (ii) any injury to person or damage to or loss of property on or about the Licensed Premises, except to the extent caused by the gross negligence or intentional misconduct of University; and (iii) the willful or negligent acts and omissions of Licensee, its employees, agents, contractors, visitors, guests and volunteers.

**12. Insurance.** At all times during the term of this License, Licensee shall obtain and keep in force Commercial General Liability with limits of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate for bodily injury and property damage. Licensee shall provide certificates evidencing that it maintains the required insurance to University prior to commencement of the License and annually at each anniversary of the commencement of the License. All such certificates shall name the Regents of the University of Minnesota as additional insured and shall provide that the insurance will not be cancelled without a least thirty (30) days prior notice to University. Licensee represents that it has workers’ compensation insurance to the extent required by law and agrees to furnish proof of such insurance upon request.

**13. Personal Property.** University is in no way responsible for Licensee’s equipment or personal property; Licensee shall carry property insurance in sufficient amounts to cover its equipment and personal property.

**14. Limitation on Warranties.** UNIVERSITY HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES CONCERNING THE LICENSED PREMISES AND UNIVERSITY EQUIPMENT. UNIVERSITY DOES NOT GUARANTEE THE ACCURACY OF ANY TEST RESULTS LICENSEE MAY OBTAIN FROM USING THE LICENSED PREMISES OR UNIVERSITY EQUIPMENT.

**15. Limitation of Liability.** EVEN IF ADVISED ON THE POSSIBILITY OF SUCH DAMAGES, UNIVERSITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR (A) PERSONAL INJURY OR PROPERTY DAMAGE; (B) LOST PROFITS, WORK STOPPAGE, LOST DATA, COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND; OR (C) DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED BY LICENSEE’S FAILURE TO FULFILL ITS RESPONSIBILITIES AS SET FORTH IN THIS LICENSE. LICENSEE’S REMEDIES PROVIDED IN THIS LICENSE ARE EXCLUSIVE.

**16. Termination.** University shall have the right to immediately terminate this License and suspend Licensee’s use of the Licensed Premises and University Equipment in the event:

 i. Licensee’s account is more than thirty (30) days past due; or

 ii. Licensee fails to comply with any of the conditions or rules contained in the Safety Plan or Release. Such determination shall be in University’s sole discretion.

**17. Signs.** Without University’s prior written consent, Licensee shall not display (including affixing a sign to any part of the Building) any signage on or about the Licensed Premises.

**18. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

 If to University: Regents of the University of Minnesota

 c/o Real Estate Office

 Attn: Leasing Manager

 451 Donhowe Building

 319 15th Avenue SE

 Minneapolis, MN 55455-0199

 Facsimile No: (612) 624-6345

 E-mail: reo@umn.edu

 With a copy to: University of Minnesota

 Office of the General Counsel

 Attn: Transactional Law Services Group

 360 McNamara Alumni Center

 200 Oak Street SE

 Minneapolis, MN 55455-2006

 Facsimile No.: (612) 626-9624

 E-Mail: contracts@mail.ogc.umn.edu

 If to Licensee:

 Attn:

 Facsimile No.:

 E-mail:

**19. Force Majeure.** University shall not be responsible for any delays or failure to provide access to the Licensed Premises and University Equipment due to acts of God, strikes or other disturbances, war, insurrection, terrorist acts, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of University.

**20. Entire Agreement.** This License (including all attachments, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This License cancels, supersedes and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this License.

**21. Governing Law.** This License shall be governed by the laws of the state of Minnesota. Any action to enforce this License shall be heard only in state court in       County, Minnesota.

 **IN WITNESS WHEREOF,** University and Licensee have executed this License on the day and year first above written.

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| **Regents of the University of Minnesota**By: Name:      Title: Date:  | By: Name:      Title:      Date:  |

## EXHIBIT A

## Depiction of Licensed Premises and Common Areas

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## LABORATORY AND EQUIPMENT SCHEDULE

 The following University Equipment will be available for Licensee’s use within the Licensed Premises:

 Licensee’s use of University Equipment is subject to the Laboratory Safety Plan. Licensee shall not alter, modify or remove University Equipment, or do anything that would render any warranty ineffective or to cause University to lose warranty rights to University Equipment.

## LABORATORY SAFETY PLAN

[Attached Here]