

**UNIVERSITY OF HAWAII
NOTICE OF EXEMPTION FROM CHAPTER 103D, HRS**

The President, University of Hawaii, is in the process of reviewing the request from Office of Innovation and Commercialization, University of Hawaii _____ (Department/Campus) for exemption from Chapter 103D, HRS, for the following goods, services, or construction:

Intellectual Property and License Agreement with Arizona State University's technology transfer organization, Arizona Science and Technology Enterprises LLC (AzTE), for the management and commercialization of selected University of Hawaii inventions and discoveries as determined by the University of Hawaii, Office of Technology Transfer (OTT). Services to be provided by AzTE will include the processing of patents, including all legal filings, marketing, management, and sublicensing of rights to third parties for the generation of royalties.

Vendor: Arizona Science and Technology Enterprises LLC
(If known)
Address: 1475 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85257-3538

Term of Contract: (If known)	From: To be determined	To: To be determined	Cost: \$160,000.00 cumulative over 2 years
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Direct any inquiries to: Department: Office of Innovation and Commercialization, University of Hawaii Contact Name/Title: Vassilis Syrmos, Vice President for Research and Innovation Address: 2444 Dole Street, Bachman Hall 204 Honolulu, Hawaii 96822	Phone Number: (808) 956-5006 Fax Number: (808) 956-5286
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Date Posted: June 2, 2017

Submit written objections to this notice to issue an exemption from Chapter 103D, HRS, within seven (7) calendar days from the date posted to:

Office of Procurement and Real Property Management
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

REQUEST FOR EXEMPTION FROM CHAPTER 103D, HRS

TO: OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

FROM: Office of Innovation and Commercialization (OIC)

(Department/Program)

Pursuant to APM Section A8.220, the Department requests a procurement exemption to purchase the following:

Description of goods, services, or construction:

UH and Arizona State University (ASU) have formed a strategic partnership for commercialization of university inventions and discoveries. ASU's technology transfer organization - AzTE - is experienced in university technology commercialization, with a successful program and track record. For selected UH inventions and discoveries that the UH Office of Technology Transfer (OTT) determines are best suited for commercialization under a license agreement to AzTE, the OTT will license marketing, management, and sublicensing rights to AzTE.

In addition to the above listed rights, OTT intends to grant AzTE authority to file patent applications in UH's name. AzTE will select patent counsel with input from UH and its inventors, and procurement of patent services for UH IP will be managed by AzTE. UH will reimburse AzTE for actual expenses incurred related to patent prosecution of selected UH discoveries and inventions. The legal services are expected to be performed outside this State because patent prosecution will be conducted before US and foreign patent offices. See AP 8.220 (9)(a)(19). UH will review the patent attorney invoices prior to approving payment.

The term of the proposed agreement is two (2) years.

Estimated Cost: \$ \$160,000 cumulative over the 2 year term of the UH-AzTE agreement

(1) Explanation describing how procurement by standard competitive means is either not practicable or not advantageous to the University;

For UH IP selected by the UH Office of Technology Transfer to be licensed to AzTE, UH intends to grant authority to AzTE to file for patent protection on the UH IP, utilizing their own patent counsel. AzTE has existing relationships, contractual arrangements, and procedures in place with their own patent counsel to efficiently and cost effectively file, manage and maintain patent applications and patents, so it would not be feasible, practicable, or advantageous to UH to procure outside patent counsel on technologies licensed to AzTE.

The UH-AzTE partnership is new, yet it has already yielded direct benefit for UH. In 2 cases, AzTE was able to effectively and expeditiously bring in their own patent counsel to prepare patent applications for 2 UH technologies and preserve UH patent rights that otherwise would have been abandoned. It has also lead to significant patent expense savings as AzTE has negotiated attorney fees and costs with its patent counsel that are significantly lower than costs and fees UH has with its contracted firms.

(2) Details of the process or procedures to be followed in selecting the vendor to ensure as fair and open competition as practicable;

The OTT previously discussed similar partnerships with the University of Utah, University of Washington, Stanford University, University of California at San Diego, Cleveland Clinic, and Columbia University. However, of all possible vendors, AzTE provided a fully developed proposal and enthusiastically pursued a partnership with UH. UH provided a few technologies on a trial basis to AzTE, and AzTE has proven to be an excellent partner, including providing expertise in evaluating the commercial potential of UH technologies, referrals to dozens of companies and industry contacts, connecting UH inventors to AzTE's business start-up program, making technology transfer presentations to faculty and administrators, and meeting with dozens of UH faculty to discuss commercialization opportunities.

AzTE's patenting and commercialization services will apply only to technologies referred by UH. UH will retain full rights to patent inventions it decides not to refer to AzTE, and other institutions or organizations may have the opportunity to provide similar services for those inventions via standard procurement processes or other permitted methods.

(3) A description of the Department's internal controls and approval requirements for the exempted procurement; and

The terms of the proposed agreement will be in substantially the same form as in the attached draft, which was written by AzTE and has been reviewed by the Office of General Counsel. Staff from OIC and the OVPRI fiscal office will track all matters covered by the agreement in the OTT's intellectual property management (Inteum) database and will monitor compliance with the terms of the agreement and with UH policies. UH will establish and monitor budget ceilings for each IP case offered to and accepted by AzTE. In cases where UH reimburses AzTE for patent expenses, including the costs of patent attorneys, OTT will review the invoices before approving payment.

(4) A list of Department personnel, by position title, who will be involved in the approval process and administration of the contract:

Vice President for Research and Innovation
Office of Technology Transfer (OTT) Licensing Associate
OTT Administrator
OVPRI Fiscal Officer

Direct questions to: UH Office of Technology Transfer Phone: 956-9024

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

Vassilis Syrmos
Full Name of Principal Investigator, Department Head, or Administrator

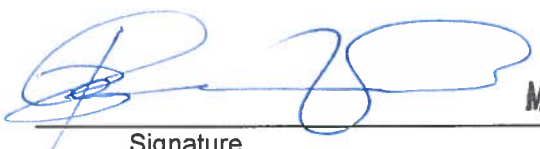

Signature MAY 26 2017
Date

Tracie Nakagawa
Full Name of Fiscal Officer


Signature MAY 26 2017
Date

APPROVED:

Vassilis Syrmos
Full Name of Vice President or Chancellor


Signature MAY 26 2017
Date

FOR OPRPM USE ONLY

OPRPM COMMENTS:

APPROVED DENIED



PRESIDENT, UNIVERSITY OF HAWAII

June 16, 2017

DATE

MASTER INTELLECTUAL PROPERTY AND LICENSE AGREEMENT

This Master Intellectual Property and License Agreement (“Agreement”) is made and entered into effective as of _____, 2017 (the “Effective Date”) between Arizona Science and Technology Enterprises LLC, an Arizona limited liability corporation (“AzTE”), whose principal place of business is 1475 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85257-3538, and the University of Hawaii (“UH”), a body corporate and public university of the State of Hawaii, for the benefit of its Office of Technology Transfer (“OTT”), within the Office of the Vice President for Research and Innovation, whose principal place of business is 2425 Campus Road, Sinclair 10, Honolulu, Hawaii 96822 . AzTE and UH are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, UH owns intellectual property, discoveries, inventions, creations, technologies, and associated materials and know how, created by its faculty, researchers, and employees, including patents, copyrights, and trade secrets relating thereto (“UH IP”);

WHEREAS, OTT is an office within UH charged with the responsibility for exploiting UH discoveries, inventions, creations, and technologies in the public interest and for the public good, with full power and authority to license and otherwise grant rights to third parties in such intellectual property;

WHEREAS, AzTE is an intellectual property management and technology commercialization organization with its principal place of business in Scottsdale, Arizona;

WHEREAS, AzTE manages and commercializes intellectual property on behalf of Arizona State University (“ASU”); and

WHEREAS, in furtherance of the technology transfer collaboration between AzTE and OTT in the public interest and for the public good, UH desires for AzTE to obtain an exclusive license to certain selected UH IP, with the right to grant sublicenses or assign to third parties.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Exclusive License

1.1 UH hereby agrees to grant to AzTE an exclusive, worldwide license in the form specified in the “Short-form License Agreement”, attached to this Master Agreement as a Supplement, in all fields to each and all UH IP referred by UH and accepted by AzTE for the purpose of AzTE granting exclusive or non-exclusive, worldwide or lesser scope licenses, options, or rights to third parties. The license grant to AzTE is subject to any existing restrictions and other rights in favor of third parties relating to each individual UH IP, including any licenses or options granted by UH prior to the Effective Date.

1.2 AzTE shall have the right to grant sublicenses to make, have made, use, sell, offer to sell, have sold, or import UH IP, and the right for sublicensees to grant sublicenses, *provided, however*, that AzTE notifies and obtains UH's approval prior to pursuing any proposed grant of a sublicense, consults with OTT on sublicensing terms, and provides to OTT, a copy of any proposed sublicense agreement and English translation, if necessary, seven (7) business days prior to execution thereof, unless the Parties mutually agree that less notice is required in a particular case. Following execution of each sublicense, a copy will be provided to UH. Further, each sublicensee must comply with all applicable laws and governmental regulations, and each sublicense agreement shall contain a provision stating that UH shall be an intended third-party beneficiary of such sublicense agreement.

1.3 In collaboration with OTT, AzTE will use reasonable efforts, consistent with its usual practices, to seek sublicensee(s) for the commercial development of each UH IP. AzTE will exercise reasonable efforts to ensure that any sublicensee fully complies with the terms of any sublicense agreement. Under no circumstances will AzTE be liable to UH for monetary damages for any alleged failure by AzTE to meet the obligations stated in this Section 1.3. AzTE makes no guarantees, representations, or warranties regarding its marketing and commercialization activities regarding UH IP or that its efforts under this Agreement will result in a sublicense or other agreement.

1.4 AzTE shall have the right to assign UH IP to third parties, *provided, however*, that AzTE notifies and obtains UH's approval prior to pursuing any proposed assignment, consults with OTT on the assignment terms, and provides to OTT, a copy of any proposed assignment and English translation, if necessary, seven (7) business days prior to execution thereof, unless the Parties mutually agree that, in a particular case, less notice is required in a particular case.

1.5 At the request of AzTE, UH shall provide written confirmation that AzTE has the right to grant sublicenses or to assign UH IP. Such confirmation from UH may be in a form reasonably requested by AzTE or a proposed sublicensee or assignee (including signed acknowledgment by UH of any sublicense or assignment) and may be provided by AzTE to a proposed sublicensee or assignee. In addition, UH will execute any other documents reasonably requested to confirm and/or effectuate any sublicense or assignment executed by AzTE under this Agreement.

1.6 At the request of UH before any Patent Expenses (as defined in Section 2.1 below) are incurred by AzTE under Section 2.2 with respect to a particular UH IP or upon notice by AzTE to UH, AzTE, in its sole discretion, may release individual UH IP to UH, including all of AzTE's obligations under this Agreement. Any such release shall terminate AzTE's license under this Agreement with respect to such UH IP. If Patent Expenses have been incurred by either Party, either Party may terminate further performance under this Agreement as to that particular license only upon terms that are fair and equitable and mutually agreed to by both Parties, pursuant to Section 8.3, below.

1.7 UH expressly reserves the right to use UH IP and associated inventions or technology for educational and research purposes, and to grant such educational and research rights to other non-profit institutions. UH can also license rights to the U.S. government as required by any applicable obligations related to research funding.

1.8 This Agreement does not create an agency relationship between the Parties.

1.9 This Agreement grants no express or implied license in any rights of either Party except for the rights explicitly granted under this Agreement.

2. Intellectual Property Protection

2.1 UH will select and submit certain invention disclosures to AzTE for joint commercial and patentability assessment. In its sole discretion, AzTE, by its counsel to whom UH has no reasonable objection (and taking into consideration any inventor input on counsel selection), will prepare, file, prosecute, and maintain any patents relating to UH IP in UH's name and in countries designated by AzTE. Subject to Section 2.2 below, UH shall reimburse AzTE for AzTE's actual fees, costs, and expenses incurred in preparing, filing, prosecuting and maintaining any such patents ("Patent Expenses") up to the budget ceiling specified in the relevant Short form License Agreement, and the Parties shall share Net Revenues (as defined in Section 3.1(c) below) in accordance with Section 3.1(a). Any legal counsel retained by AzTE for patent matters on behalf of UH under this Agreement shall agree to treat UH as a client for purposes such as confidentiality, privilege, conflict of interest, and fiduciary duties. AzTE shall request its legal counsel to prepare invoices specific for each case, with reference to the relevant UH technology number, and AzTE shall provide such invoices to UH on a monthly basis.

2.2 In the event that UH, in its sole discretion, declines to pay for any Patent Expenses relating to a particular UH IP and AzTE decides, in its sole discretion, to do so, the Parties shall share Net Revenues generated by such UH IP in accordance with Section 3.1(b).

2.3 AzTE will not abandon the prosecution of any patent application (except in favor of a continuation, divisional or continuation-in-part application) or the maintenance of any issued patents without notifying UH in writing at least sixty (60) days in advance of any applicable deadline, unless less notice is mutually agreed by the Parties, and allowing UH to prosecute or maintain such patents at its sole expense. If UH wishes to continue prosecution or maintenance of such patents, then the Parties will negotiate in good faith an appropriate arrangement to enable UH to continue the same and commercialization of such patents, which may include (i) AzTE releasing the subject UH IP to UH, and/or (ii) the Parties entering into a new agreement that gives UH the lead in patent prosecution, maintenance, and licensing with appropriate adjustments in the economic arrangements between the Parties under Section 3.

2.4 Each Party will keep the other Party fully informed as to the preparation, filing, prosecution, and maintenance of patents relating to UH IP, and provide copies of all related documents and correspondence with patent counsel and patent offices. For the sake of clarity, neither Party shall have any obligation under this Agreement to file or continue prosecution of patent applications, or to maintain patents, on UH IP.

2.5 Proprietary, non-public information or technology of the Parties shall remain confidential as to third parties, and any exchange between AzTE, its parent, affiliates, or subsidiaries on the one hand and UH on the other has been and will continue to be done on a confidential basis and shall not be deemed to waive confidentiality, except solely in furtherance of the purposes set forth herein. The Parties agree that consultation between them relating to UH IP and any related patents or other intellectual property shall be confidential and pursuant to a common interest in the validity, enforceability, and scope of such intellectual property.

3. Financial Terms

3.1 Fee, Royalties and Payment.

(a) In consideration of the license granted under Section 1 of this Agreement and subject to subsection (b) below, AzTE shall pay to UH the first \$100,000 of Net Revenues generated by a particular UH IP and actually received by AzTE. The remaining balance of Net Revenues shall be split between UH and AzTE as follows: 80% to UH and 20% to AzTE.

(b) If UH declines to pay for any Patent Expenses relating to a particular UH IP for which AzTE decides to do so, AzTE shall pay to UH the first \$100,000 of Net Revenues generated by a particular UH IP and actually received by AzTE. The remaining balance of Net Revenues shall be equally split (50/50) between UH and AzTE.

(c) For purposes of this Section 3, “Net Revenues” shall mean gross proceeds, including fees, payments, royalties, equity, and other consideration, received by AzTE less the sum of its unreimbursed Patent Expenses, legal expenses, and other reasonable and standard out-of-pocket expenses related to a particular UH IP (e.g., the administration of a license or option agreement, such as expenses incurred for audit of licensees) (together referred to as “All Expenses”). Any non-patent related expense exceeding \$500 must be approved in advance by UH. Prior to distribution to UH under this Section 3, AzTE may retain the amount of its unreimbursed Patent Expenses and other out-of-pocket expenses related to such UH IP. The Parties, acting reasonable and in good faith, will agree on the timing of sale of any equity consideration provided for under a sublicense or assignment by AzTE to UH IP; distribution of proceeds from any such sale will be in accordance with Section 3.1(a) or 3.1(b), whichever is applicable.

4. Records, Reports, and Audits

4.1 AzTE will keep complete, true and accurate accounts of All Expenses and of all Net Revenues received by it from each sublicensee, optionee, and assignee of UH IP and will permit UH to examine its books and records in order to verify the payments due or owed under this Agreement. Such examination may occur once each calendar year on written notice by UH.

4.2 AzTE will calculate the allocation of Net Revenues in accordance with the terms of this Agreement and associated Short-form License Agreement, and furnish to UH a written report of receipts, invoices and calculations and deliver the share of Net Revenues due to UH, if

any, with the report. Such reports and distributions will be provided with the same frequency that AzTE distributes revenue to its inventors, but no less frequently than once per year. AzTE will provide UH copies of reports, sublicense, option, and assignment agreements, and other material documents received from sublicensees or assignees, subject to any confidentiality obligations to third parties. The Parties shall establish appropriate accounts and procedures for the distribution of Net Revenues to UH.

4.3 Upon request by UH, AzTE will submit to UH an annual report setting forth the status of all patent prosecution, commercial development, and licensing activity relating to UH IP for the preceding year.

5. Patent Challenge or Infringement

5.1 Subject to Section 5.2, UH shall have the sole right to initiate, control, defend, and/or settle any proceedings involving the validity, enforceability or infringement of any patents relating to UH IP when in its sole judgment such action may be necessary, proper, and justified. As part of any settlement, UH and AzTE will collaborate to grant a sublicense to such patents on terms UH determines in its sole judgment are necessary, proper, and justified.

5.2 Upon written notice to UH, AzTE may request that UH take steps to stop a third party that is selling a product or service that infringes an issued patent covering UH IP (“Third-Party Infringer”) by providing UH with written evidence demonstrating *prima facie* infringement of specific claims of such patent. If UH does not do so within ninety (90) days of receipt of such request, AzTE (or a sublicensee) shall have the right to initiate legal proceedings against any such Third-Party Infringer in its own name and at AzTE’s (or sublicensee’s) sole expense, and UH shall join such lawsuit as a party plaintiff if necessary. Notwithstanding the foregoing, UH shall have no obligation to assert more than one patent in one jurisdiction against the Third-Party Infringer. Unless otherwise agreed by the Parties, any proposed disposition or settlement of a legal proceeding filed by AzTE or a sublicensee to enforce any patent against any Third-Party Infringer shall be subject to UH’s prior written approval, which approval shall not be unreasonably withheld or delayed.

5.3 Any recovery, whether by way of settlement or judgment, from a Third-Party Infringer pursuant to a legal proceeding initiated in accordance with Section 5.2 shall first be used to reimburse the Party initiating such legal proceedings for its actual fees, costs, and expenses (including legal fees and any contingency payments) incurred in connection with such proceeding. The balance of such recovery shall be divided seventy-five percent (75%) to the Party that initiated the legal proceeding and twenty-five percent (25%) to the other Party.

5.4 In the event a Party initiates or defends a legal proceeding concerning any patent pursuant to Section 5, the other Party shall cooperate fully with and supply all assistance reasonably requested by the Party initiating such proceeding, including without limitation, joining the proceeding as a party if requested. The Party that institutes any legal proceeding concerning any patent pursuant to Section 5 shall have sole control of that proceeding, but in consultation with the other Party.

6. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be considered given (i) when mailed by certified mail (return receipt requested), postage prepaid, or (ii) on the date of actual delivery by hand or overnight delivery, with receipt acknowledged,

if to AzTE:

Arizona Science and Technology Enterprises
1475 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85257-3538
Attn: Chief Executive Officer

if to UH:

University of Hawaii
Office of Technology Transfer
2425 Campus Road, Sinclair 10
Honolulu, Hawaii 96822
Attn: Director

or to such other address as a Party may specify by notice hereunder.

7. Confidentiality of Information

If required by a sublicense, option, or assignment agreement, each Party will, to the extent permitted by law, keep confidential the terms of such agreement and any business information received in connection with such agreement (e.g., revenues, business development reports, milestones accomplished, sublicensee, optionee, or assignee information, and any agreements), except that a Party may report revenue it receives in accordance with its institutional policies and reporting requirements to sponsors and may include such revenue in aggregate licensing revenue reported by such Party.

8. Term and Termination

8.1 This Agreement is effective from the Effective Date and will remain in effect for two (2) years, unless mutually renewed by the Parties.

8.2 Any Party may terminate this Agreement for cause by written notice in the event another Party materially breaches this Agreement and does not cure the breach within thirty (30) days of such written notice.

8.3 Either Party may terminate this Agreement without cause only at such times and upon terms that are mutually acceptable and are fair and equitable to each Party under the circumstances.

8.4 Other Effects of Termination.

(a) Expiration or termination will not affect or terminate any license, sublicense or option agreement executed prior thereto, or the retention by AzTE or distribution to UH of any Net Revenues thereunder, and the applicable provisions of this Agreement will continue to be applied.

(b) If UH is able to exploit or commercialize a particular UH IP following termination, UH shall reimburse AzTE for any Patent Expenses incurred by it under Section 2.2 for such UH IP from any gross proceeds received by UH relating thereto.

(c) Expiration or termination of this Agreement will not relieve any Party of any obligation or liability accrued under this Agreement before termination, or rescind any payments made or due before termination.

(d) Apart from the provisions specifically set forth in this Section 8, the Parties will have no further rights or obligations under this Agreement.

8.5 Any termination of this Agreement pursuant to this Section 8 will not affect the rights and obligations set forth in Sections 7, 8, 10, and 12.

9. Representations.

9.1 UH represents that its inventors or originators have assigned or are obligated to assign to UH all of their rights in any UH IP, including any patents or UH-owned copyrights, and that UH will use diligent efforts to cause its inventors or originators to sign any additional papers as may be necessary to evidence such assignment.

9.2 UH represents that, to the knowledge of its technology transfer office or other licensing office or department, it has not granted any rights to any entity or person in UH IP that is inconsistent with this Agreement.

10. Disclaimers; Limitations.

EXCEPT AS SET FORTH IN SECTION 9, NO PARTY EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PATENTS. IN ADDITION, EACH OF THE PARTIES EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRACTICE OF THE PATENTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES. No Party will make statements, representations, or warranties, or accept liabilities or responsibilities, with respect to or potentially involving the other Party, that are inconsistent with this Section.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY PARTY, OR ITS RESPECTIVE REGENTS, TRUSTEES, DIRECTORS, OFFICERS OR EMPLOYEES BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS AND/OR ANY INDIRECT ECONOMIC DAMAGES WHATSOEVER REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY), A BREACH OF ANY WARRANTY OR TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.

11. Use of Names

Except in furtherance of activities authorized or contemplated under this Agreement, including any marketing, licensing or commercialization efforts regarding UH IP, AzTE shall not use the names or trademarks of UH, nor any adaptation thereof, nor the names of any of its employees or any originator, in any advertising, promotional or sales literature without prior written consent obtained from UH, and said employee(s) or originator(s), in each case. For the sake of clarity, AzTE may represent and state that it is licensed by UH under this Agreement. Notwithstanding the foregoing, the Parties will agree, acting reasonably and in good faith, on a press release regarding this Agreement.

12. Governing Law

The Parties agree to be silent on governing law.

13. Publication

UH reserves the right to publish related to any UH IP, in accordance with UH's policies and practices.

14. Complete Agreement

This Agreement sets forth the complete agreement of the Parties concerning the subject matter hereof. No waiver of or change in any of the terms hereof subsequent to the execution hereof claimed to have been made by any representative of either Party will have any force or effect unless in writing, signed by duly authorized representatives of the Parties.

15. Counterpart Signatures; Electronic Delivery

This Agreement may be executed in counterparts, and by facsimile or electronic transmission.

16. Assignment

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not be assignable by either Party (or transferred by operation of law) without the prior written consent of the other Party, provided that AzTE may assign this Agreement to a parent, subsidiary, affiliate, or successor company. Any attempt to assign without compliance with this provision shall be void.

IN WITNESS WHEREOF, AzTE and the UH have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

UNIVERSITY OF HAWAII

**ARIZONA SCIENCE AND
TECHNOLOGY ENTERPRISES LLC**

By: _____

By: _____

Name: Vassilis L. Syrmos

Name: _____

Title: Vice President for Research & Innovation

Title: _____

Date: _____

Date: _____

Supplement
Short-form License Agreement

The following UH technology is hereby licensed by University of Hawaii to AzTE pursuant to the Master Intellectual Property and License Agreement between UH and AzTE. The key terms are summarized for the convenience of the parties.

Effective Date of License	
Licensed UH Technology	Title UH IDF no.
Inventors	
Type of License	Exclusive, world-wide, all fields of use.
Right to Sublicense	Yes
Marketing responsibility	AzTE
Licensing responsibility	AzTE
Patent applications filed prior to Effective Date	
Patent prosecution lead following Effective Date	AzTE
Party responsible for patent expenses and election of allocation of license revenues. Check one.	<p><input type="checkbox"/> UH will reimburse AzTE for Patent Expenses incurred subject to the Patent Budget Ceiling, below and Section 2.1. AzTE shall instruct its patent counsel to prepare invoices specific for each case.</p> <p>UH to receive first \$100K of Net Revenues; remaining balance of net revenues allocated 80% to UH, 20% to AzTE, per Section 3.1(a).</p> <p><input type="checkbox"/> UH declines to pay for Patent Expenses, and AzTE pays Patent Expenses per Section 2.2.</p> <p>UH to receive first \$100K of Net Revenues (generally, gross revenues less unreimbursed patent expenses incurred by AzTE, see 3.1(c)); remaining balance of net revenues allocated in equal shares 50%-50% between UH and AzTE, per Section 3.1(b).</p>
Patent Budget Ceiling	For this license, an initial budget of \$_____ is established as a ceiling on Patent Expenses, whether paid by UH or AzTE. When the expenses reach 75% of the ceiling, AzTE shall notify OTT and the parties must confer and decide on appropriate next steps, including suspending further work or adding additional funds to the budget.
Revisions	Any modifications to the conditions set forth in this Short-form License Agreement shall be effective upon the execution of a written amendment signed by the Parties.
Special Provisions	

By signature below, UH and AzTE agree to be bound by all provisions of the Master Agreement and this Short-form License Agreement.

UNIVERSITY OF HAWAII

**ARIZONA SCIENCE AND
TECHNOLOGY ENTERPRISES LLC**

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

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