

## LICENSE INSTRUCTIONS

This Non Exclusive License Agreement is for the DVD catalogued as UC Case No. 2009-458: *"Gonadal hormones and the sexual differentiation of the neural substrates of sexual behavior in the rat"* If you would like to license this Work, please print out two (2) copies of this document, complete, sign, and send two copies of the document to our office, along with a check in the amount of Fifty U.S. Dollars (US\$50.00) representing the Licensing Fee, to:

**UCLA Office of Intellectual Property**  
**11000 Kinross Avenue Ste 200**  
**Los Angeles, CA 90095-1406**

**Attn: Director of Licensing**

One (1) executed copy will be returned to you for your records.

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement and Appendix A ("**License**") is effective on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("**Effective Date**"), by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** ("**The Regents**"), a nonprofit academic institution having its statewide administrative offices at 1111 Franklin St., 12<sup>th</sup> Floor, Oakland, CA 94607, acting through The Office of Intellectual Property of the University of California, Los Angeles, located at **11000 Kinross Avenue, Suite 200, Los Angeles, CA, 90095-1406**, and \_\_\_\_\_ ("**Licensee**"), a corporation having a principal place of business at \_\_\_\_\_;

### RECITALS

WHEREAS, UNIVERSITY has developed an educational video entitled "*Gonadal hormones and the sexual differentiation of the neural substrates of sexual behavior in the rat.*" (UC Case 2009-458) ("**Work**"); and

WHEREAS, UNIVERSITY has a proprietary interest in Work; and

WHEREAS, LICENSEE desires to use Work for purposes education and research; and

WHEREAS, UNIVERSITY is willing to grant requested rights to Licensee, so that the Work may be made available to the benefit of the public.

NOW THEREFORE, for and in consideration of the premises and mutual promises and benefits set forth herein, the parties hereto hereby agree as follows:

### 1. DEFINITIONS:

- 1.1. "**Work**" means the educational film entitled "*Gonadal hormones and the sexual differentiation of the neural substrates of sexual behavior in the rat*", a copyrightable work of authorship offered under the terms of this License.
- 1.2. "**Term**" means five (5) years from the Effective Date of this Agreement.
- 1.3. "**Licensed Product**" means any work or a derivative thereof covered by Regents' Copyright Rights or whose use, manufacture, production, reproduction, display, or sale would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement, or contributory infringement, of any claim within Regents' Copyright Rights. If the Licensed Product is a component of another product or work, such product or work is deemed to be the Licensed Product for purposes of this Agreement.

### 2. GRANT OF LICENSE:

- 2.1. Subject to the limitations set forth in this Agreement, The Regents hereby grants to Licensee a non-exclusive license (the "**License**") under Regents' Copyright Rights, as

defined in Appendix A below, in jurisdictions where Regents' Copyright Rights exist, to use, reproduce, display, distribute, or perform the Licensed Products.

- 2.2. The Licensee will not make derivative works of the Licensed Products.
- 2.3. Sublicenses are not allowed under this License
- 2.4. The Regents will retain all rights for the Work. It is further understood that The Regents expressly reserves the right to: (a) use Regents' Copyright Rights and associated technology for educational and research purposes and research sponsored by commercial entities; (b) to publicly disclose research results; and (c) allow other non-profit research institutions to use Regents' Copyright Rights for the same purposes as (a) and (b).

### 3. FEES

- 3.1. Licensee will pay to the Regents a noncreditable, nonrefundable administrative license fee of **Fifty U.S. Dollars (US\$50.00)**.

### 4. LIFE OF THE AGREEMENT

- 4.1. Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement is in force from the Effective Date recited on page one (1) and remains in effect for the term of five (5) years.
- 4.2. Upon termination of this Agreement, Licensee will have no further right to use, reproduce, display, distribute, or perform the Licensed Product.

### 5. TERMINATION BY THE REGENTS

- 5.1. If Licensee violates or fails to perform any material term of this Agreement, then The Regents may give written notice of the default ("**Notice of Default**") to Licensee. If Licensee does not repair the default within sixty (60) days after the effective date of the Notice of Default, then The Regents has the right to terminate this Agreement and the License by a second written notice ("**Notice of Termination**") to Licensee. If The Regents sends a Notice of Termination to Licensee, then this Agreement automatically terminates on the effective date of this notice.

### 6. TERMINATION BY LICENSEE

- 6.1. Licensee has the right at any time to terminate this Agreement in whole or with respect to any portion of Regents' Copyright Rights by giving written notice to The Regents. This notice of termination will be subject to Article 12 (NOTICES) and will be effective ninety (90) days after the effective date of the notice.

## 7. COPYRIGHT MARKING

- 7.1. Licensee agrees to mark all Licensed Products with the following mark: © 2009 The Regents of the University of California. All Rights Reserved.

## 8. USE OF NAMES AND TRADEMARKS

- 8.1. The Licensee will not use any name, trade name, trademark or other designation of The Regents' or its employees (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activity. Unless required by law, Licensee is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activity, without written permission of The Regents.

## 9. LIMITED WARRANTY

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- 9.2. This License and the associated Work are provided **WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REGENTS MAKE NO REPRESENTATION OR WARRANTY THAT ANY LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT OR COPYRIGHT OR OTHER PROPRIETARY RIGHT.**
- 9.3. **IN NO EVENT WILL THE REGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF LICENSED PRODUCTS.**
- 9.3.1. Nothing in this Agreement will be construed as:
- 9.3.1.3. A warranty or representation by The Regents as to the validity or scope of any Regents' Copyright Rights.
  - 9.3.1.3. A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or copyrights of third parties.
  - 9.3.1.3. Conferring by implication, estoppel, or otherwise any rights under any right of the Regents other than as set forth in this Agreement.

## 10. INDEMNIFICATION

- 10.1. Indemnification. Licensee, for and in consideration of and as a consideration of granting this license, hereby agrees to indemnify and hold harmless and release and forever discharge The Regents, its agents, officers, assistants, and employees thereof, either in their individual capacities or by reason of their relationship to The Regents and successors, from any and all claims and demands whatsoever which Licensee and any or all other persons have against The Regents, or any or all of the above

mentioned persons or their successors, by reason of any damage, or other consequences arising or resulting directly or indirectly from the license.

## 11. LIMITATIONS OF LIABILITY

- 11.1. THE REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES SUFFERED BY LICENSEE, SUBLICENSEES, JOINT VENTURES, AFFILIATES OR DEVELOPMENT PARTNERS ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE REGENTS WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 12. NOTICES

- 12.1. Any notice or payment required to be given to either party must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice.

**For Licensee:**

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

**Attention:** \_\_\_\_\_

**For The Regents:**

The Regents of the University of California  
University of California, Los Angeles  
Office of Intellectual Property Administration  
11000 Kinross Avenue, Suite 200  
Los Angeles, CA 90095-1406

**Attention: Director of Licensing**

## 13. ASSIGNABILITY

- 13.1. This Agreement is binding upon and inures to the benefit of The Regents, its successors and assigns. But it is personal to Licensee and assignable by Licensee only with the written consent of The Regents. The consent of The Regents will not be required if the assignment is in conjunction with the transfer of all or substantially all of the business of Licensee to which this license relates.

#### 14. WAIVER

- 14.1. The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.

#### 15. FAILURE TO PERFORM

- 15.1. If either party takes legal action against the other because of a failure of performance due under this Agreement, then the prevailing party is entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

#### 16. GOVERNING LAW

- 16.1. **THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA**, but the scope and validity of any copyright will be governed by the applicable laws of the country of the copyright registration.

#### 17. FORCE MAJEURE

- 17.1. Except for the Licensee's obligation to make any payments to The Regents hereunder, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control which render their performance impossible or onerous, including, but not limited to: accidents (environment, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terrorism; strike; and war.
- 17.2. Either party to this Agreement, however, will have the right to terminate this Agreement upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this Agreement due to any of the causes specified in Paragraph 17.1 for a period of one (1) year.

#### 18. COMPLIANCE WITH LAWS

- 18.1. Licensee will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder, including and without limitation, the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations.

**19. MISCELLANEOUS**

- 19.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF), or photocopied signatures of the Parties will have the same legal validity as original signatures.
- 19.2. The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 19.3. No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.
- 19.4. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.
- 19.5. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.

Both The Regents and Licensee have executed this Agreement by their authorized officers on the dates written below:

**LICENSEE**

**REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*Signature*

Name: Emily Loughran

Title Director of Licensing

Date \_\_\_\_\_

## APPENDIX A

### REGENTS' COPYRIGHT'S RIGHTS

- 1) **UC CASE NUMBER 2009-458: “*Gonadal Hormones and sexual differentiation of the neural substrates of sexual behavior in the rat*”**

“*Gonadal Hormones and sexual differentiation of the neural substrates of sexual behavior in the rat,*” copyrighted 2008 (UCLA Case No. 2009-458-1) by Dr. Roger A Gorski, and assigned to The Regents.