

## **SHARED PRINCIPLES FOR RESEARCH, INNOVATION, AND INTER- INSTITUTIONAL COLLABORATION**

THIS AGREEMENT, "SHARED PRINCIPLES FOR RESEARCH, INNOVATION, AND INTER-INSTITUTIONAL COLLABORATION" ("Agreement"), is entered into as of the first day of September, 2013 ("Effective Date") by and between SPARROW HEALTH SYSTEM and EDWARD W. SPARROW HOSPITAL ASSOCIATION (collectively "Sparrow") and MICHIGAN STATE UNIVERSITY, for its College of Human Medicine ("MSU") (individually, a "Party"; collectively, the "Parties").

### **RECITAL**

**WHEREAS**, Sparrow and MSU wish to develop and jointly adopt (a) a set of principles to guide future collaborative research projects and other forms of collaboration undertaken by the parties, and (b) a contractual framework to serve as a guide for terms governing intellectual property, publication, and confidentiality in future collaborative research projects.

**NOW, THEREFORE**, it is mutually agreed as follows:

1. **Shared Principles**. Sparrow and MSU share the following principles and goals with respect to research, innovation, and inter-institutional collaboration:

- To discover, preserve, and disseminate knowledge;
- To contribute to the education and training of scholars, scientists, and students;
- To promote the public availability of the results of research conducted at the institutions and the use of such results for the public benefit, including utilization through commercial development;
- To recognize and protect the rights and privileges of researchers at our institutions;
- To recognize and protect the rights and welfare of human subjects participating in research;
- To advance outreach, engagement, and economic development activities to serve our communities;
- To encourage academic, governmental, and commercial entities to support and collaborate in research conducted at our institutions; and
- To recognize and respect each institution's unique and meaningful contributions to research and innovation.

2. **Contractual Framework**. Sparrow and MSU agree that the implementation of the "Shared Principles" in future collaborative projects is best served by the following terms in the areas of intellectual property, publication, and confidentiality. The Parties note that these terms (subsections A., B., and C.) are not intended to be implemented through this Agreement, but to serve as a template for provisions that will be included in future agreements covering specific collaborative projects. In the event of any conflict between the provisions of this Agreement and the provisions of a separate agreement between the Parties governing a specific collaborative project, the provisions of such separate agreement shall control with respect to such project. Sparrow and MSU understand that certain future collaborative projects may also involve third parties, each with its own intellectual property and confidential

information which must be considered in the provisions of the specific collaboration agreement. Wherever possible, this Agreement will serve as the starting point for specific provisions between Sparrow and MSU with appropriate modifications that reflect the rights of and obligations to third party collaborators.

#### ***A. Intellectual Property***

*Ownership.* Ownership of intellectual property generated during collaboration shall vest in the institution(s) whose employees conceived, reduced to practice, authored, or created the intellectual property. With respect to patentable works, inventorship shall be determined in a manner consistent with United States patent law. With respect to copyright works, authorship shall be determined in a manner consistent with United States copyright law. Intellectual property created solely by employees of one Party during the collaboration shall be owned by that Party ("Sole IP"). Intellectual property created jointly by employees of both Parties during the collaboration shall be owned jointly by both Parties ("Joint IP") subject to the terms described below.

*Sole IP.* Each Party shall have exclusive control over the management, protection, and licensing of its Sole IP. In particular cases and when agreed to in advance, the Parties may agree to provide each other with a non-exclusive, royalty-free license to practice a Party's Sole IP for non-commercial purposes in connection with the collaboration or a particular field of research in which the Parties regularly collaborate.

*Joint IP.* Patent costs and licensing revenue from Joint IP shall be shared equally by the Parties. By separate agreement (based on the Parties' standard Inter-Institutional IP Agreement, a copy of which is attached hereto as Exhibit A), the Parties will mutually agree as to which Party will take the lead responsibility for the prosecution, enforcement, and licensing of Joint IP arising from the collaborative project to which the agreement applies, including, without limitation, the percentage of royalties that the Party responsible for the prosecution of Joint IP may retain before the calculation and distribution of the other Party's royalty share, which shall in no case exceed five percent (5%). In projects where MSU and Sparrow collaborate with a third party, the rights of and obligations to the third party shall be reflected in the Inter-Institutional IP Agreement applicable to that collaborative project.

#### ***B. Public Disclosure of Collaborative Research Results and Attribution***

*Public Disclosure of Collaborative Research Results.* The Parties agree that their respective employees and students shall have the right to publicly disclose, by publication, presentation, or otherwise, in accordance with scholarly practice in the academic community, the results of the Parties' collaborations. However, to protect both "Confidential Information" (as defined in Section C.) of the Parties that may be disclosed during collaboration and Joint IP resulting from a collaboration, the Parties may agree as follows:

- Each Party shall provide to the other for review in advance of the disclosure a copy of each proposed article, presentation, or other public disclosure by its employee(s) or student(s) which includes the result(s) of the collaboration;
- The purpose of the review by the other Party shall be to determine (a) whether the proposed public disclosure includes the reviewing Party's Confidential Information, and (b) whether the proposed public disclosure would adversely affect the Parties' ability to secure legal protection for any Joint IP resulting from the collaboration;

- Each Party will provide the proposed public disclosures to the other Party at least (90) days in advance of the date of proposed public disclosure;
- The review of proposed public disclosure for the purposes noted above shall be limited to thirty (30) days;
- If a Party reasonably determines that a proposed public disclosure contains a Party's Confidential Information, the Party may require the Confidential Information to be removed from the proposed public disclosure; and
- If a Party reasonably determines that the proposed public disclosure would adversely affect the Parties' ability to secure legal protection for any Joint IP resulting from the collaboration, the Party may request that the public disclosure be delayed by a maximum of sixty (60) days from the date of that determination in order to give the Parties the opportunity to secure legal protection for the Joint IP.

*Attribution.* Each Party agrees that it will advise its employees and students who participate in collaborations between the Parties of their duty to acknowledge the contributions of the other Party, and the employees of the other Party, in all publications, presentations, and other public disclosures arising out of the collaboration, consistent with standard academic practice for authors of scientific or scholarly publications.

### ***C. Confidential Information***

*Definition.* The Parties agree that "Confidential Information," as understood and/or defined in any particular collaboration, shall generally be limited to confidential or proprietary information of a Party that is disclosed in oral, written, graphic, or electronic form to the other Party and marked as "confidential" (or, if delivered orally, confirmed in writing delivered within five (5) business days after such oral disclosure to be information intended by the disclosing Party to be confidential). The Parties acknowledge and agree with the general presumption that collaborative research results are not Confidential Information. The Parties further agree that Confidential Information shall exclude that portion of such information that: (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party; (b) was generally available to the public or otherwise in the public domain at the time of its disclosure to the receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure to the receiving Party and other than through any wrongful act, fault, or negligence of the receiving Party; (d) is subsequently lawfully disclosed to the receiving Party by a third party; (e) is independently discovered or developed by the receiving Party without the aid, application, or use of the disclosing Party's Confidential Information; or (f) is required to be disclosed by law, legal process, government agency, or court order.

*Duration of Non-disclosure Obligations.* The Parties agree that non-disclosure obligations shall be reasonably time-limited. The Parties acknowledge that MSU is subject to Freedom of Information Act ("FOIA") and this Agreement shall be subject to FOIA.

3. **HIPAA Compliance.** The Parties acknowledge that Sparrow and MSU through its designated hybrid entity are each a "Covered Entity" for purposes of Health Insurance Portability and Accountability Act, including the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164 subparts A and E, the Standards for Electronic Transactions and Code Sets found at 45 CFR Part, and the Security Standards found at 45 CFR Parts 160 and 164 subparts A and C ("HIPAA"). The Parties agree to comply with HIPAA to the extent HIPAA is applicable hereunder.

4. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall continue in effect for a period of five (5) years. This Agreement may be terminated earlier by mutual written agreement of the Parties or by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. The term of this Agreement may be extended only by the mutual written agreement of the Parties. The termination of this Agreement shall have no effect on any other agreements entered into by the Parties covering specific collaborative projects, including Inter-Institutional IP Agreements, unless otherwise agreed to in writing by the Parties.

5. **General Provisions**

A. **Notice.** Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered in person or sent by registered or certified mail, postage and charges prepaid, to the address of the Parties as set forth below.

B. **Severability.** In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision of this Agreement shall be deemed severed from this Agreement and shall not affect the legality or enforceability of the remaining provisions of this Agreement unless either Party is unable to perform without such provision or unless such omission would be destructive of the intent of the Parties.

C. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the law of the state of Michigan.

D. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, other than those contained herein and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the Parties hereto.

E. **Amendments.** No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both Parties. Amendments to this Agreement shall be effective as of the date stipulated therein.

F. **Assignability.** Neither Party may assign its rights or obligations under this Agreement except with the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

G. **Reference Headings.** Headings used in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.

H. **No Third Party Rights.** This Agreement is intended solely for the benefit of MSU and Sparrow, and it shall not be construed to create any benefits for or rights in any other person or entity, including patients, employees and their representatives.

I. **Force Majeure.** Any failure or delay by a party in the performance of its obligations under this Agreement shall not be deemed a default provided that such failure or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing party through the use of alternate sources or other means to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, court order, public utility failures, acts of war, terrorism, civil disorder or similar causes beyond the reasonable control of such party and without the

fault or negligence of such party (“Force Majeure Event”). Nothing in this section shall be construed as entitling a party to any delay due to labor disputes with its employees. The party affected by the Force Majeure Event shall advise the other party in reasonable detail of the event as promptly as possible and keep the other party reasonably apprised of progress in resolving the event.


J. Non-discrimination. In connection with the performance of services under this Agreement, the Parties agree to comply with the provisions of the Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and specifically agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status.


K. Waiver. Waiver of any part of this Agreement shall not be a waiver of any other part, nor shall any waiver of a breach of this Agreement in whole or in part constitute a waiver of any other succeeding breach.

[remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**MICHIGAN STATE UNIVERSITY**

By:   
Dan Evon  
Title: Director, Contract and Grant Administration  
Date: 11/20/2013

OFFICE OF THE  
GENERAL COUNSEL  
  
APPROVED AS TO FORM  
DATE 11/18/13

**SPARROW HEALTH SYSTEM and  
EDWARD W. SPARROW HOSPITAL ASSOCIATION**

By:   
Joseph J. Ruth  
Title: Executive Vice President and Chief Operating Officer  
Date: 10/20/13

## EXHIBIT A

### INTERINSTITUTIONAL AGREEMENT

This Agreement is dated and effective as of the last date of signature ("Effective Date"), and is by and between MICHIGAN STATE UNIVERSITY (hereinafter "MSU") having an address at 325 East Grand River Ave, East Lansing MI 48823 and SPARROW HEALTH SYSTEM and EDWARD W. SPARROW HOSPITAL ASSOCIATION, non-profit corporations and having their principal offices at 1215 East Michigan Avenue, Lansing Michigan 48912 (hereinafter collectively "INSTITUTION").

*[In collaborative projects between MSU and Institution which may also include a third party, the rights and obligations of the third party should be considered and included in this agreement. Provisions will consider the third party funding or other in-kind contributions to the project, use of background intellectual property of the third party, contributions to payment of patent prosecutions expenses for any Joint IP by the third party, and other project-specific relevant items. Wherever possible, this template should serve as the guiding principle for the agreement.]*

#### Article I Background

- 1.1 Investigators of both MSU and INSTITUTION have jointly invented technology entitled " \_\_\_\_\_ " ("Invention"), MSU Technology Number \_\_\_\_\_, and INSTITUTION technology number \_\_\_\_\_.
- 1.2 MSU and INSTITUTION ("Parties", or, individually, "Party") desire that MSU administer their respective undivided interests in Invention subject to the terms and conditions of this Agreement.
- 1.3 MSU and INSTITUTION desire that Invention be successfully and diligently commercially developed and used for the public benefit.
- 1.4 The purpose of this Agreement is to establish the mutual rights and obligations of the Parties with respect to the Invention.

#### Article II Definitions

- 2.1 "Inventor(s)" shall mean \_\_\_\_\_, either collectively or individually.
- 2.2 "Patent Rights" shall mean any U.S. patent application (including provisional applications) that might be filed on the Invention, any continuations, divisions, continuations-in-part, and any patents which issue on said application including patents of addition, reissue, or re-examination, as well as any foreign counterparts and any patents which issue thereon.

- 2.3 "Royalties" shall mean any payments received from licensing or optioning Patent Rights including but not limited to license issue and maintenance fees, minimum royalties, earned royalties, milestone payments, equity and the like, but shall not include payments received for reimbursement of Patent Prosecution Expenses.
- 2.4 "Patent Prosecution Expenses" shall mean all documented, out-of-pocket expenses incurred by MSU for the preparation, filing, prosecution, and maintenance of Patent Rights.
- 2.5 "Licensing Expenses" shall mean any reasonable, documented out-of-pocket expenses (exclusive of staff salaries and other fixed costs) incurred by MSU in the marketing and licensing of Patent Rights.
- 2.6 "Administrative Fee" shall mean a fee equal to \_\_\_ percent (\_\_\_ %) of Royalties to be retained by MSU in consideration of its efforts to administer and license Patent Rights.
- 2.7 "Net Royalties" shall mean Royalties less (a) the Administrative Fee, (b) any unreimbursed Patent Prosecution Expenses, and (c) any unreimbursed Licensing Expenses.

Article III  
Prosecution and Maintenance of Patent Rights

- 3.1 Subject to and conditioned on MSU compliance with the restrictions and obligations contained in this Agreement, INSTITUTION grants to MSU the exclusive right to file, prosecute, and maintain Patent Rights. All patent applications filed and patents issued within Patent Rights shall be made in the name of INSTITUTION and MSU, and if such applications are jointly owned, each of which shall have an undivided interest therein.
- 3.2 MSU shall instruct its patent counsel to provide INSTITUTION with all serial numbers and filing dates, as well as copies of patent applications, office actions and other correspondence that MSU or its patent counsel receives from the U.S. Patent and Trademark Office ("USPTO"), or corresponding foreign patent registration office, with respect to the Patent Rights, and to provide INSTITUTION with copies of all of MSU' proposed filings with the USPTO, or corresponding foreign patent registration office, with respect to the Patent Rights, including copies of all issued patents. Copies of the above material shall be provided promptly so that INSTITUTION shall have an opportunity to comment.
- 3.3 MSU and INSTITUTION shall share Patent Prosecution Expenses and Licensing Expenses not reimbursed by licensees: fifty percent (50%) by MSU and fifty percent (50%) by INSTITUTION.
- 3.4 MSU shall consult with INSTITUTION regarding filing foreign patent applications, and if INSTITUTION notifies MSU in writing that INSTITUTION is not willing to support its share of Patent Prosecution Expenses in any foreign country or region, it will so notify MSU in advance. By so doing INSTITUTION will not be responsible for any such foreign Patent Prosecution Expenses and will thereby relinquish any right to receive Royalties resulting from such foreign filings in such country or region.



- 3.5 If MSU anticipates the possibility of any extraordinary expenses arising from the preparation, filing, or prosecution of Patent Rights, MSU shall inform INSTITUTION and discuss a mutually acceptable course of action prior to incurring such expenses.
- 3.6 MSU shall not abandon the prosecution of any patent application (except in favor of a continuation or continuation-in-part application) or abandon maintenance of an issued patent without notifying INSTITUTION in writing at least sixty (60) days in advance of any applicable deadline and allowing INSTITUTION to prosecute such patent application or maintain such issued patent. INSTITUTION may then elect to continue prosecution of such patent application or maintenance of such patent at INSTITUTION's own expense. MSU thereby relinquishes any right to Royalties resulting from such patent application or patent.
- 3.7 INSTITUTION shall cooperate fully regarding patent filing, prosecution, and maintenance of patent applications and patents under the Patent Rights by promptly executing such documents as MSU may reasonably request. Each Party shall bear its own costs in connection with its cooperation with the other Party under this Section 3.7.
- 3.8 MSU shall submit to INSTITUTION itemized invoices for fifty percent (50%) of Patent Prosecution Expenses not reimbursed by licensees on a quarterly basis and INSTITUTION shall reimburse MSU within thirty (30) days of date of invoice. If INSTITUTION fails to reimburse MSU within such thirty (30) day period and fails to repair such default within thirty (30) days from the receipt of a second notice from MSU, MSU may construe such default as termination on the part of INSTITUTION pursuant to Section [6.2] of this Agreement.
- 3.9 Infringement. In the event that a Party becomes aware of the infringement of any patent under the Patent Rights within or outside the United States, it shall notify the other Party in writing. The Parties shall mutually agree as to whether and in what manner to enforce the rights of the Parties, whether by appropriate legal proceeding or otherwise, including without limitation, the settlement or abandonment of any claim either Party may have against any third party, and the sharing of costs related to any agreed upon enforcement action. Each Party shall have the right to independent counsel at its own expense. Any sums recovered with respect to any such action shall be applied first to reimburse out-of-pocket expenses incurred by MSU and/or INSTITUTION relating to the enforcement action, and the remaining sums shall be deemed Royalties hereunder and shall be shared by the Parties as set forth in Article V below. In any infringement suit instituted to enforce the Parties' rights in the Patent Rights pursuant to this Agreement, all Parties shall, at the request and expense of the Party initiating such suit, cooperate in all reasonable respects and, to the extent possible, have its employees testify when reasonably requested and make available relevant records, papers, information, and samples.

Article IV  
Licensing the Patent Rights

- 4.1 Subject to and conditioned on the rights reserved in this Article IV, and MSU compliance with the restrictions and obligations contained in this Agreement, INSTITUTION grants to MSU the exclusive right to negotiate, execute, and administer license agreements for Patent Rights.
- 4.2 MSU hereby agrees to use reasonable efforts to license the Patent Rights in a commercially reasonable manner and in furtherance of the public interest. The mere failure of MSU to consummate a licensing arrangement(s) shall not be deemed a breach of MSU' obligations hereunder. If INSTITUTION becomes aware of a licensing opportunity for the Patent Rights, INSTITUTION agrees to notify MSU of such opportunity.
- 4.3 MSU shall provide INSTITUTION with copies of all signed license and option agreements and all extensions thereof and amendments thereto.
- 4.4 MSU shall be responsible for administering all license and option agreements to the mutual benefit of the Parties and shall keep INSTITUTION informed of licensee progress.
- 4.5 Representations and Disclaimers. INSTITUTION represents that, as of the Effective Date, INSTITUTION has not granted any licenses to the Invention other than \_\_\_\_\_. MSU represents that as of the Effective Date, MSU has not granted any licenses to the Invention other than to the U.S. Government. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MSU AND INSTITUTION DISCLAIM ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 4.6 Notwithstanding any other provisions of this Agreement, INSTITUTION and MSU expressly reserve the right to make, use, and practice the subject matter of Patent Rights for its internally-administered programs of teaching, research and public service.
- 4.7 Neither MSU nor INSTITUTION shall exercise their respective rights to grant any licenses of the Patent Rights except in accordance with the terms and conditions of this Agreement.

Article V  
Royalties and Payments

- 5.1 In consideration of its efforts to administer and license Patent Rights, MSU shall first receive \_\_\_\_\_ percent (\_\_\_ %) of Royalties as an Administrative Fee.
- 5.2 MSU shall then deduct from Royalties any Patent Prosecution Expenses and Licensing Expense not being reimbursed by a licensee. If INSTITUTION has partially reimbursed MSU for some Patent Prosecution Expenses not being reimbursed by the licensee, both MSU and INSTITUTION shall be reimbursed on a pro rata basis.
- 5.3 INSTITUTION shall receive fifty percent (50 %) of Net Royalties and MSU shall receive fifty percent (50 %) of Net Royalties.

- 5.4 MSU and INSTITUTION shall each be responsible, and solely responsible, for distributing to their respective inventors such share of Net Royalties attributable to the Inventions according to each Party's royalty-sharing policy.
- 5.5 If reimbursement is received from a third party for Patent Prosecution Expenses that have already been partially reimbursed by INSTITUTION, MSU and INSTITUTION shall both be reimbursed for such Patent Prosecution Expenses on a pro rata basis.
- 5.6 MSU shall distribute Net Royalties to INSTITUTION bi-annually within thirty (30) days after January 1<sup>st</sup> and July 1<sup>st</sup> for the preceding six (6) month period. With such distribution, MSU shall provide a financial accounting showing Royalties received during the six (6) month period, Patent Prosecution Expenses, any reimbursements by licensees, Licensing Expenses, and the share of Net Royalties owed INSTITUTION.

## Article VI Termination

- 6.1 Unless earlier terminated as provided herein, this Agreement shall terminate upon the last to expire patent included within Patent Rights or upon the abandonment of all Patent Rights.
- 6.2 Should either Party be in material breach of this Agreement and such breach is not cured within thirty (30) days after receiving written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement at any time by written notice to the breaching Party; and the breaching Party shall not share in any Royalties from the licensing of Patent Rights received after the effective date of such termination.
- 6.3 Either Party may terminate this Agreement ("Terminating Party") upon sixty (60) days written notice to the other Party ("Non-Terminating Party") but in any event not less than sixty (60) days prior to the date on which any pending action needs to be taken to preserve Patent Rights. The Terminating Party shall still be responsible for its portion of Patent Prosecution Expenses and Licensing Expenses incurred prior to termination and shall continue after termination to cooperate with the Non-Terminating Party as required to prosecute and maintain the Patent Rights.
- 6.4 The Terminating Party shall relinquish its rights to share in Royalties received from licensing the Invention and Patent Rights after the effective date of termination, and the Non-Terminating Party may administer any existing and future licenses without accounting to the Terminating Party.
- 6.5 Nothing herein shall be construed to release either party from any obligation or liability that accrued prior to the effective date of termination. The provisions set forth in Sections /4.5 = Representations and Disclaimers; 5.4 = Both parties responsible for distributing to their respective inventors; 5.6 = Distribution of Net Royalties with reports; 6.3 = How to terminate; continue to cooperate; 6.4 = Rights after termination; 6.5 = Continue obligations prior to agreement; survival of provisions; Article VII = miscellaneous/, and any other provisions that by their nature are intended to survive, shall survive termination or expiration of this



East Lansing, MI 48823

If to INSTITUTION: Sparrow Health System  
Attn: President and Chief Executive Officer  
1215 East Michigan Avenue  
Lansing MI 48912

FEIN:

- 7.8 Use of Names. Neither Party may use the name or trademarks of the other Party in any way for advertising, publicity, or promotional materials, without the express written consent of the other Party, provided, however, that MSU has the right to state that it has entered into an agreement with INSTITUTION for purposes of licensing the Patent Rights and to use INSTITUTION's name within license agreements and option agreements negotiated pursuant to this Agreement.
- 7.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 7.10 Counterparts. This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single agreement between the parties.

[remainder of this page intentionally left blank]

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement on the dates indicated.

MICHIGAN STATE UNIVERSITY

**NOT FOR SIGNATURE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

INSTITUTION

SPARROW HEALTH SYSTEM AND  
EDWARD W. SPARROW HOSPITAL ASSOCIATION

**NOT FOR SIGNATURE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_