

ROSETTA++ EXPRESS LICENSE

Instructions for Licensing of ROSETTA++ for Commercial Use

Non-Exclusive Software Site License Agreement

Commercial users are required to obtain this license in order to use Rosetta++. Please fill out the license agreement and return it to UW TechTransfer.

Procedure for filling out the license:

1. Print out the attached license agreement form and Attachments A & B.
2. Complete the license fee and contact information on Attachment B.
3. Have the license agreement signed by an authorized representative of your institution.
4. Fax the completed agreement to (206) 616-3322. You may also send a Purchase Order.
5. UW TechTransfer will review the agreement, countersign it or contact you. When the license is complete, you will receive a copy of the executed agreement with an invoice.
6. Your invoice will include a license agreement number.
7. Include the license and invoice numbers on your check. A confirmation by facsimile of the wire transfer amount and date by the issuing bank will substitute for confirmation by UW. You can mail your fee to: Contracts Manager, UW TechTransfer Digital Ventures, University of Washington, 4311 11th Ave NE Suite 500, Seattle, WA 98105-4608.
8. Software access information will be sent to the Technical Contact via email upon receipt of payment.
9. Please contact our office if you have any questions about this process

UW Tech Transfer Digital Ventures
University of Washington
Phone: (206) 616-3451
Fax: (206) 616-3322
Email: license@u.washington.edu

Non-Exclusive Software Site License Agreement
Rosetta++ Software

The University of Washington, a public institution of higher education and an agency of State of Washington, having administrative offices in Seattle, Washington 98105 (“UW”) and _____, having administrative offices in _____, herein “Licensee,” agree as follows:

Background

UW desires to publish and enable adoption of research codes in furtherance of its public interest mission. Distribution of research codes as a research courtesy is facilitated by licensing these codes for development and use. Some of these codes were supported in part by the following: Howard Hughes Medical Institute, National Institutes of Health, Damon Runyon Cancer Research Center, Human Frontier Science Program Grant, National Science Foundation, Office of Naval Research, Packard Foundation.

Licensee desires to obtain UW research codes and invest in the development, publication, validation and use of UW research codes at one or more of the Licensee’s sites.

Definitions

“Agreement” means this Non-Exclusive Software Site License Agreement.

“Codes” means one or more of the codes as identified in Attachment A (in the format specified).

“Effective Date” means the latest date upon which this Agreement is fully executed by both Licensee and the UW.

“License Fee” means the annual amounts due by Licensee under Attachment B.

“Licensing Contact” means the individual responsible for administering the financial terms of the Agreement and related correspondence from the UW as listed on Attachment B.

“Modifications” mean any changes or extensions introduced into the Software or otherwise based on or derived from the Software source statements. Modifications may include, but are not limited to, corrections of program errors, translations and stylistic restructuring of the Software, addition or deletion of functions or enhancement of existing functions of the Software, changes or additions required to integrate the Software into other applications or to allow the Software to run under alternative operating systems or computer hardware configurations, and other adaptations of the Software.

“Restricted Patent Rights” means the rights necessary to operate the Software for the scope of rights identified in this Agreement.

“Site” means single street addresses, buildings, single campuses, or other single geographic locations at which the Software will be maintained. Site(s) authorized to maintain the Software is(are) listed on Attachment B.

“Software” means the current versions of the Codes as available on Agreement execution date (as specified in Attachment A) for which the Licensee desires to obtain licenses. The Software selected for licensing is listed on Attachment B.

“Technical Contact” means the individual authorized by Licensee to receive the Software and conduct all technical correspondence with the UW as listed on Attachment B.

Grant

Commencing on the Effective Date, and provided that Licensee pays the License Fee and conforms to the terms and conditions of this Agreement, UW hereby grants, and Licensee accepts, a limited, non-exclusive license to use the Software at the Site(s), to modify the Software for use at the Site(s), and to make such copies of the Software in original or modified form as are necessary for use at the Site(s). The UW also grants a restricted right to Restricted Patent Rights. These grants are limited to Licensee’s use at the Site and does not authorize Software use by third parties at the Site or by anyone not located at the Site via the Internet or any other means.

Licensee shall gain no ownership in the Software or Restricted Patent Rights under this Agreement. Licensee acknowledges the right of the UW to prepare and publish modifications to Software that may be substantially similar or functionally equivalent to Licensee’s Modifications and improvements, and if Licensee obtains patent protection for any Modification or improvement to the Software, Licensee agrees not to allege or enjoin infringement of its patent by the UW or UW’s licensees obtaining Modifications or improvements to Software from the University of Washington.

Licensee shall retain in the Software and in any Modifications the proprietary notices and legends as provided by UW, including without restriction any and all copyright, trademark, patent notices and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk, and, at the request of UW, shall promptly modify such proprietary notices and legends to conform to UW’s reasonable requirements.

Licensee shall not distribute, publish, or otherwise transfer or allow to be transferred, the Software or any Modifications or copies thereof, in whole or in part, without prior written permission of UW.

Use of Names

Licensee shall not use the name “University of Washington” or any abbreviation thereof, or the names of any UW personnel or identifiers of the Software without prior written approval from UW except as expressly authorized in this Agreement.

Delivery

UW shall provide Licensee access to the Software by means of internet transmission (email and/or ftp) following execution of this Agreement and receipt of payment specified herein. Delivery is authorized by Licensee to be made to the Technical Contact.

Updates

Provided that UW has received the annual License Fee as designated on Attachment B, UW will provide updates to the Software based on UW-prepared modifications on an “as available” basis during the term of this Agreement.

Payment

Licensee shall pay to UW the annual License Fee as set forth in Attachment B, due and payable upon execution of this Agreement and on the anniversary of the Effective Date during the term of this Agreement.

Term

This Agreement shall remain effective until terminated as set forth herein.

Termination

Licensee may terminate this Agreement at any time upon written notice to UW. UW may terminate this Agreement upon notice if Licensee is in material breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach.

The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the Software and Restricted Patent Rights. Licensee shall certify in writing to UW within ten (10) days after termination that the Software and all Modifications thereof have been destroyed.

Disclaimers

The Software has been developed as part of research conducted at the University of Washington and is provided as a research courtesy. The Software is experimental in nature and is available "AS IS," without obligation by UW to provide Licensee services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE AND RESTRICTED PATENT RIGHTS DISCLOSED OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

Indemnification

Licensee shall indemnify and hold harmless UW and its officers, Software developers, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from Licensee's possession and/or use of the Software, including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

HHMI License Terms

The Howard Hughes Medical Institute ("HHMI") is not a party to this Agreement and has no liability to any licensee, sublicensee, or user of anything covered by this Agreement, but HHMI is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name.

HHMI retains an institution-wide, paid-up, non-exclusive irrevocable license to use the Software for its research purposes, without the right to sublicense or assign.

HHMI, and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by Licensee from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims"), based upon, arising out of, or otherwise relating to this Agreement, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Claim that is determined with finality by a court of

competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee. The HHMI indemnification and third-party beneficiary provisions shall survive termination of this Agreement. The HHMI provisions of this Agreement shall not be subject to arbitration.

General

This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement will be decided in King County, Washington. Licensee accepts the venue and jurisdiction of the Federal District Court of Washington, Seattle, or the King County Superior Courts. Headings are provided for convenience only.

No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and Licensee.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby.

This Agreement and the rights and benefits conferred upon Licensee hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of UW.

In the event either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the non-performing party, the non-performing party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

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.

This Agreement will become effective only if fully executed prior to December 31, 2009.

The parties have signed below to indicate acceptance to the terms of this Agreement:

Licensee

University of Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A Software Code

Rosetta++

1. Identifies low free energy sequences for target protein backbones.
2. Predicts the structure of a protein-protein complex from the individual structures of the monomer components.
3. Combines the Rosetta *ab initio* structure prediction method with NMR experimental data for rapid backbone structure determination.
4. For the generation of protein structures from fragment libraries, including programs designed to select correct predictions of the protein structure from the output generated.
5. Generates fragment libraries for use in building protein structures.
6. Performs protein – small molecule docking.

Attachment B Site and Contact Information

Site(s) authorized to use Software:

- Site #1: _____
- Site # 2: _____

Contact Information:

	Technical Contact	Licensing Contact
Name:		
Title:		
Email:		
Phone:		
Mailing Address:		

License Fee Terms

Licensee shall pay to UW the annual License Fee per the terms of the license fee schedule below, for the Software licensed under this Agreement. Annual License Fees are due on signing and on each anniversary of the Effective Date. Licensee shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement.

Once a signed license is received and signed by UW, an invoice will be forwarded to Licensing Contact for the amount due under this Agreement. The invoice will have the payment and the wire transfer information. Please note that payment via wire transfer incurs a \$50 fee. If you have questions regarding the invoice or would like to notify us of a purchase order number, please email: license@u.washington.edu or call (206) 616-3451. Payment address: UW TechTransfer Digital Ventures, 4311 Eleventh Avenue NE, Suite 500, Seattle, Washington 98105-4608. Attn: Contract Manager

License Fee Schedule: Annual License Fee due on signature and annually on the anniversary of Effective Date. Please select a category below.

- Single Site annual license: USD \$35,000
- Multi-Site annual license: USD \$70,000

Please include a wire transfer fee of \$50 if using wire transfer.

Fee due on signature: USD \$_____