**LICENSE AGREEMENT**

**BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN**

**AND**

[Insert legal name of entity]

**THIS LICENSE AGREEMENT** (“License Agreement”), is made in Ann Arbor, Michigan, by and between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan constitutional corporation (the “University”) and [Insert legal name of entity], a [insert state of incorporation] corporation whose address is [insert business address of licensee applicable to this transaction] (“Licensee”), and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], whose address is [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Guarantor”) is based upon the following:

RECITALS:

 **A.** University owns real property located at [insert street address and name of the applicable building], Ann Arbor, Michigan (the “Building”).

**B.** Licensee desires that University grant to Licensee a license for Licensee to use that portion of the Building identified as the “License Area” on Exhibit A (the “License Area”) solely for the purpose of [insert use] in the License Area during the Term.

**C.** University is willing to grant to Licensee a license for use of the License Area upon the terms and conditions set forth in this License Agreement.

**D**. University is willing to rent to Licensee use of certain specialized devices and supplies under the terms and conditions described in Exhibit B (the “Device” or “Devices”).

**E.** [insert here any other related agreements that are mandatory for U-M to be willing to continue allowing use of this space] It is a condition of this License that Licensee remains in good standing and not be in default of any provision of the [other agreement].

**THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

**(1) LICENSE AREA AND USE**:

 (a) Area. University grants to Licensee a license for Licensee to use the License Area (the “License”) solely for the purpose(s) as described in paragraph B, above, in the License Area. The License applies only to the License Area and not to any other portion of the University’s Property except as may be necessary to gain access to the License Area.

 (b) Use. No person who is not an employee or invitee (including volunteer or patient) of Licensee shall be permitted on the License Area. Licensee shall not be permitted to allow contractors or subcontractors to use the License Area without University’s prior written approval. Licensee is strictly prohibited from making any alterations, additions, improvements, modifications or changes however described to the License Area. Licensee is prohibited from making waste to the License Area. Licensee is further strictly prohibited from causing any disturbance, including noise or odor, which may unreasonably disturb or endanger other occupants of the Building or users of the License Area or its environs. Licensee accepts the License Area in “as is” condition without any obligation on the part of University to improve or maintain same. Licensee shall keep and maintain the License Area in good, clean, orderly and safe condition. Licensee will instruct its employees, agents, contractors, licensees, and invitees to (1) give immediate written notice to University of any building condition requiring repair or maintenance pertaining to the use and occupancy of the License Area; and (2) avoid the condition until the condition has been repaired or maintained as may be required. Use is further subject to any additional conditions shown on Exhibit A, B, C and D. [If the License Area or Devices are lab space, lab equipment or the use could cause environmental impact University property, EXHIBIT C must be attached and be a part of this Agreement].

 (c) Safety Rules and Regulations. Use of the License Area and Devices is subject to Licensee’s compliance with the Licensee Safety Rules and Regulations attached as Exhibit C. [If the License Area or Devices are lab space or lab equipment, EXHIBIT C must be attached and be a part of this Agreement].

**(2) DEVICE RENTAL AND USE:**

 (a) Rental. University rents to Licensee the device(s) listed on Exhibit B at the rate and the use conditions further identified on Exhibit B.

 (b) Use. Licensee shall keep Devices in good, clean, orderly and safe condition. Licensee will instruct its employees, agents, contractors, licensees, and invitees to (1) give immediate written notice to University of any Device condition requiring repair or maintenance pertaining to the use of Device(s); and (2) avoid the condition until the condition has been repaired or maintained as may be required. Use is further subject to any additional conditions shown on **Exhibits A, B, C, D and E**.

 (c) Licensee Devices and Chemicals. Licensee shall not bring any equipment, devices or chemicals (other than cellular phones and laptop computers) into the Building without the University’s prior written approval.

**(3) TERM:** The term of the License shall be from \_\_\_ until \_\_\_\_ (the “Term”). University may terminate this License upon [thirty (30) days’] prior written notice to Licensee, for any or no reason, in University’s sole discretion.

**(4) Payment:** Time is of the essence of this License Agreement. Any breach in timeliness is a material breach. Payments are due on or before the first day of the month without demand and shall be payable to University of Michigan and delivered as follows:

[insert address and position of addressee here]

Ann Arbor, MI 48109

The license fee for use of space is:\_\_\_.

The license fee for use of Devices is as specified in Exhibit B.

A fee of $30.00 will be assessed for all checks returned by the bank for any reason not the fault of the University.

A late payment fee of $50.00 will be assessed if all or any part of the above-mentioned fees are submitted after their scheduled due date.

**(5) HARMONIOUS USE AND PROHIBITED USES:** Notwithstanding any other provision of this License Agreement, Licensee acknowledges that other persons and businesses will be using the License Area and Building at the same time as Licensee. Licensee shall conduct its activities in harmony with other users of the License Area and Building and shall not perform or allow to be performed any activity or event which will interfere with the activities of other users of the License Area and Building. Licensee shall not use the License Area as a residence or permit it to be used so as to violate any applicable law, order, ordinance, or regulation, or so as to be unreasonably dangerous in light of the permitted use thereof; nor shall Licensee commit any waste to the License Area, permit or cause any unreasonable noise or odor to be emitted therefrom, or unreasonably disturb University or other occupants or other licensees of the License Area or Building. The License Area will not be used by the Licensee for any purpose which is illegal or hazardous. University may exclude or expel from the Building any person who is creating a disturbance or who shall in any manner act contrary to any of the rules and regulations of the University or of the Building, or the provisions of Licensee's License Agreement. Licensee shall not use any common area to conduct its business. Licensee shall not sell, distribute, dispense, advertise or promote any alcoholic beverage (or permit any other to do the same) without University's prior written consent, which consent University may grant or withhold at its sole discretion. No animals of any kind (other than service animals) are allowed in the License Area. Deliveries shall not be left in common areas or outside the Building overnight. Receiving and delivery of goods and all removal of goods, equipment, trash, and garbage shall be made only in the manner reasonably prescribed by University. Licensee shall not use a 3D printer in the License Area without University’s prior written consent. If University approves the use of a 3D printer in the License Area, then Licensee shall be responsible for the cost of any improvements to the License Area required by University due to the 3D Printer

1. **BASIC NETWORKING, TELEPHONE AND IT SERVICES [add if applicable]**:

(a) **Basic Networking Services.** The license fee under Section (4) above includes basic networking and internet connectivity for mainstream IT devices (desktops, laptops, printers) located in the License Area via University-owned and managed network infrastructure.

(b) **Telephone Services.** University will provide Licensee with local calling area telephone service, telecommunication lines and telephone jacks at a monthly rate determined by the University’s ITcom department. University will send an invoice each month during the term for the phone rental fee for the current month and for phone calls made in the prior month. Licensee will pay the monthly charge for such telephone service within thirty (30) days of receipt of the invoice. The cost of such telephone service will be an additional fee under this License Agreement. Licensee is responsible for the cost of any additional expenses associated with its telephone service and equipment, including but not limited to charges associated with the installation of additional telephone lines, long distance charges, and all other expenses. In the event that Licensee desires to replace or upgrade telephone equipment or service, Licensee must obtain University's prior written approval. Licensee shall pay all costs and fees incurred in connection with such replacement or upgrade.

(c) **IT Security, Rules and Regulations.** The University bears no responsibility for providing IT security (firewall, anti-virus, etc.) to Licensee; it is the responsibility of Licensee to secure the network at the point of connection as well as any equipment that is attached to this connection. Licensee shall comply with all University IT rules and regulations, including, but not limited to University of Michigan Standard Practice Guide 601.07.0 "Responsible Use of Information Resources" http://spg.umich.edu/policy/601.07, and the University’s Information Technology Policies <http://cio.umich.edu/policy>.

**(7) DEFAULT:** If Licensee fails to observe or perform any of its obligations under this License Agreement [identify here any “other Agreement” as is an optional addition under paragraph E in recitals], then Licensee shall be in default under this License Agreement, and University may, at its option, exercise one or more of the following remedies:

 (a) After meeting and conferring with Licensee to resolve the nonperformance, to declare this License Agreement terminated; provided that if the failure to observe or perform such obligations, is in discretion of the University, is of a nature that would endanger persons or property, the University may terminate this License Agreement immediately upon written notice to Licensee and Licensee shall have no ability to cure such failure;

 (b) Obtain specific performance of the covenants and obligations of Licensee under this License Agreement; or

 (c) Perform the obligation on behalf of Licensee in which event the costs and expenses paid or incurred by University in performing Licensee’s obligations shall be immediately due and payable to University following receipt of University’s invoice.

**(8) RESTORATION:** If Licensee or anyone acting on its behalf (including employees, contractors, and invitees) damages any of University’s property, including but not limited to the Building or the License Area, then Licensee will restore the damaged property to its prior undamaged condition at its cost, or at the University’s option reimburse the University for the cost of restoration, in which event the costs and expenses paid or incurred by University for restoration shall be immediately due and payable to University following receipt of University’s invoice.

 **(9)** **NATURE OF LICENSE:** No legal title, easement or other possessory interest in real estate, including any leasehold interest in the License Area, or any appurtenances to it, shall be created or deemed or construed to have been created or vested in Licensee by anything contained in this License Agreement. This grant of License is personal and not transferable or assignable in whole or in part.

**(10) SUPERVISION:** Licensee shall be responsible during the term of this License Agreement for the supervision of the activities of all of Licensee’s agents, employees, contractors, subcontractors, licensees and invitees in connection with access to and use of the License Area. The University may remove any person on the License Area that in any manner violates any aspect of conduct allowed in or around the License Area. Any interference or delay caused by Licensee or any of its agents, employees, contractors, subcontractors, licensees and invitees in University’s efforts to remove a person shall be deemed a material breach of this License Agreement.

**(11) CONFORMITY WITH LAW AND UNIVERSITY RULES:** All operations and activities conducted by Licensee on the License Area and in the Building shall conform with safe practices and shall at all times comply with all University, local, State, and Federal laws, statutes, rules, and regulations (including environmental laws) pertaining to Licensee’s activities and strict compliance with University safety and evacuation rules and procedures, **Exhibit D**. Upon University’s request, Licensee shall also provide documentation showing compliance with this Section.

**(12) INSURANCE:**

(a) Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect without interruption during the term of this License, the following types of insurance coverage, with minimum limits as set forth below:

 1. Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - $1,000,000 each occurrence, $2,000,000 aggregate. [If the use is of UM’s labs, then the limits should be: **$2,000,000 each occurrence, $3,000,000 aggregate.]**

 2. Business Automobile Liability covering all owned, hired, and non-owned vehicles - $500,000 each occurrence, including all applicable statutory coverages.

 3. Workers Compensation – statutory limits for all states of operation.

Employers Liability - $500,000 each employee for bodily injury by accident and $500,000 each employee for bodily injury by disease.

 4. Property Insurance covering Licensee’s equipment, if any, that Licensee will use in the License Area.

(b) All policies of insurance procured by Licensee shall be written as primary policies; not contributing with or in excess of coverage that University may carry. If Licensee’s liability policy does not contain the standard separation of insureds provision, or a substantially similar clause, it shall be endorsed to provide cross-liability coverage. Licensee shall and does agree to waive its insurer’s right of recovery under its policies. University shall be listed as an additional insured on the policies (except Workers Compensation and Employers Liability) and prior to the start of the term of this License Agreement Licensee shall provide University with certificates of insurance evidencing compliance with the limits, insurance requirements and waiver of subrogation set forth above. If Licensee is using any of University’s equipment or Devices, then Licensee must provide proof that Licensee’s property insurance will cover any damage to University’s equipment and Devices, and University shall be named as a loss payee under Licensee’s property insurance. Certificates shall be in a form acceptable to, and underwritten by an insurance company reasonably satisfactory to University and with an A.M. Best Company rating of A-, VIII or above. By requiring these insurance coverages, University does not represent that coverage and limits will necessarily be adequate to protect Licensee or University.

(c) The purchase of appropriate insurance coverage by Licensee or the furnishing of certificates of insurance shall not release Licensee from its obligations or liabilities under this Agreement. The insurer under each policy shall agree not to cancel, materially change, or fail to renew the coverage provided by its policy, without first giving University ten (10) days advance written notice.

**(13) INDEMNIFICATION:** To the extent allowed by law, Licensee shall defend, indemnify, protect, and save harmless University, its officers, directors, agents, representatives, employees and students from and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and disbursements that: (i) arise from or are in connection with this License granted for the License Area or any portion of it and the use of any University Devices, including equipment or supplies in connection with this License; (ii) arise from or are in connection with any act or omission of Licensee or Licensee's agents, employees, contractors, subcontractors, licensees, invitees, or others; (iii) result from any default of this License Agreement or any provision of it by Licensee; or (iv) result from the presence of Licensee's agents’, employees’, contractors’, subcontractors’, licensees’, or invitees’ property or equipment on the License Area; all regardless of whether claims are asserted or incurred before, during, or after the term of this License Agreement. Licensee's obligations under this Paragraph shall survive the expiration of this License Agreement. Licensee’s indemnification of University includes any and all costs and expenses incurred in connection with the enforcement of this Section.

**(14) GOVERNING LAW AND VENUE:** All matters arising out of or related to this Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law and shall be brought in a court of subject matter jurisdiction within the state of Michigan. Any claims, demands, or actions asserted against University for damages shall be brought in the Michigan Court of Claims. The Parties and their successors and assigns consent to the jurisdiction of the courts of or within the state of Michigan with respect to any other claims arising under this Agreement.

**(15) NOTICES:** All notices or other communications provided for under this License Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

 If to University:

[insert mailing address and position of individual to be notified]

Ann Arbor, MI 48109-1349

with a copy to:

Real Estate Office

University of Michigan

326 E. Hoover, Mail Stop E

Ann Arbor, MI 48109-1002

 If to Licensee:

[insert mailing address and position of individual to be notified]

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth in this License Agreement.

**(16) THIRD PARTY BENEFICIARIES:** Nothing in this License Agreement, express or implied, is intended to or will be construed to confer upon any person or party, other than the University and Licensee, any right, remedy, or claim under or with regard to the License Agreement.

**(17) SEVERABILITY:** Whenever possible, each provision of this License Agreement will be interpreted in a manner so as to be enforceable, valid, and legal under applicable law. If any provision of this License Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or illegal in any respect under applicable law, the unenforceability, invalidity, or illegality will not affect any other provision of this License Agreement and this License Agreement will be construed as if the unenforceable, invalid, or illegal provision had never been contained in this License Agreement.

(**18) NO WAIVER:** No delay or failure on the part of the University in the exercise of any right granted under this License Agreement or otherwise available by License Agreement, at law, or in equity, shall impair any right, to be construed as a waiver of any default or any acquiescence.

**(19) RELATIONSHIP OF THE PARTIES:** Nothing contained in this License Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Licensee.

**(20)** **COUNTERPARTS**: This License Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**(21) OTHER CONDITIONS:** Licensee agrees to abide by and perform all other terms and conditions as may be identified and described on **Exhibit E**.

**(22)** **ENTIRE AGREEMENT**: This License Agreement together with all its Exhibits constitutes the entire agreement between the parties to the License Agreement regarding the subject matter of this Agreement and cannot be amended or modified except by a writing signed by all of the parties to this Agreement. The exhibits attached to this Agreement are incorporated into the Agreement and made a part of this License Agreement for all purposes. The Recitals in the preamble to this Agreement are incorporate and shall constitute a part of this License Agreement.

**(23)** **SUCCESSORS AND ASSIGNS**: This License Agreement is personal to the Licensee and may not be assigned to another party.

**(24)** **PARTIES IN INTEREST**: Each party represents that this License Agreementis executed by its authorized representative.

**(25) GUARANTY**. [Add if applicable]

 (a) Guarantor.[Name of Person Providing Guaranty] (the “Guarantor”), hereby absolutely, unconditionally and irrevocably guarantees to the University, as primary obligor and not merely as surety,

(i) the due and prompt payment by the Licensee of:

A. the payment obligations of Licensee set forth in this Agreement when and as due, and

B. all other monetary obligations of Licensee, when and as due, including fees, costs, expenses (including, without limitation, reasonable fees and expenses of counsel incurred by University in enforcing any rights under this Agreement), contract causes of action and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); and

(ii) the due and prompt performance of all other covenants, debts, obligations and liabilities of any kind of Licensee under or in respect of this Agreement or any other document made, delivered or given in connection with this Agreement, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from a waiver by University under this Agreement, an extension of credit, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, fixed or otherwise; and

(iii) all such obligations in subsections (a) and (b), whether now or hereafter existing, being referred to collectively as the “Obligations”. The Guarantor further agrees that all or part of the Obligations may be increased, extended, substituted, amended, renewed or otherwise modified without notice to or consent from the Guarantor and such actions shall not affect the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Guarantor’s liability shall extend to all amounts that constitute part of the Obligations and would be owed by Licensee under or in respect of this Agreement but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Licensee. If the Obligations are also guaranteed by any other person or entity, whether by signing this Agreement or by signing a separate guaranty agreement or otherwise, the obligations of such other person or entity and the Guarantor shall be joint and several, absolute and unconditional.

 *(b) [Limitation of Liability. Notwithstanding anything contained herein to the contrary, the aggregate amount of the Obligations of the Guarantor hereunder at any time shall not exceed $[AMOUNT]. The Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of the Guarantor hereunder without impairing this Agreement or affecting the rights and remedies of University hereunder. The parties intend and agree that so long as any part of the unguaranteed portion of the Obligations remains unpaid, no payments on the Obligations shall be considered in whole or in part to be in satisfaction of the obligations of the Guarantor hereunder.]*

(c) Reinstatement. The Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is rescinded or must otherwise be returned by University or any other Person upon the insolvency, bankruptcy or reorganization (or similar event) of Licensee or otherwise, all as though such payment had not been made.

(d) Guaranty Absolute and Unconditional; No Waiver of Obligations. The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of this Agreement, regardless of any law, regulation or order of a federal, state or local government now or hereafter in effect. The Obligations of the Guarantor hereunder are independent of the Obligations of Licensee under this Agreement. A separate action may be brought against the Guarantor to enforce this Agreement, whether or not any action is brought against Licensee or whether or not Licensee is joined in any such action. The liability of the Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Obligations of the Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of any circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by University that might vary the risk of the Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Licensee or any other guarantor or surety.

(e) Agreement to Pay. Without limiting any other right that the University has at law or in equity against the Guarantor, if Licensee fails to pay any Obligation when and as due the Guarantor agrees to promptly pay the amount of such unpaid Obligations to the University.

**(26) MAIL**. [Add if applicable]

The mailing address is: (your company name) [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Ann Arbor, MI, 48109. Incoming mail can be picked up at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. Pick up and drop off is from 8:00am - 9:00am and 2:00pm - 3:00pm Monday through Friday.There is no weekend or holiday mail delivery or pickup.

**(27)** **EFFECTIVE DATE**: This Agreement becomes binding when signed by all Parties. This Agreement is effective [insert date when this agreement will become operational].

**IN WITNESS** the parties have signed below**.**

**FOR UNIVERSITY:**

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,

a Michigan constitutional corporation

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

Name: [insert name of authorized signer]

Its: [insert position of authorized signer]

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Licensee**

[insert corporate name of company or leave blank]

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

Name: [insert name of authorized signer]

Its: [insert position of authorized signer]

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GUARANTOR**

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

Name: [insert name of authorized signer]

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**UNIVERSITY’S PROPERTY AND LICENSE AREA**

**EXHIBIT B – DEVICES**

**RENTAL OF EQUIPMENT AND SUPPLIES**

**EXHIBIT C**

**Licensee Safety Rules and Regulations**

These Rules and Regulations shall apply to all Licensee ("Licensees") working in University facilities or with University equipment. For purposes of these rules, the term "Licensee" includes all representatives, employees, agents and visitors of a Licensee.

1. Environmental:
	1. The Licensee shall comply with all applicable laws and regulations relating to the License Area, including Environmental Laws (as defined below). The Licensee shall give immediate notice to University of the release or the threatened release of any Hazardous Material (as defined below) or any violation or potential violation of any applicable Environmental Laws (as defined below) at or affecting the real property, the Building, or the License Area, and Licensee shall promptly undertake all obligations imposed upon it under applicable Environmental Law or regulation as a result of such event.
	2. Licensee represents and warrants to University that, except in the ordinary course of Licensee's business, and then only if in compliance with all Environmental Laws (as defined below) during the Term, and to the best of its knowledge, no Hazardous Material (as defined below) will be concealed within, buried beneath, released on, onto, or from, or removed from and stored off-site of the Building or License Area by Licensee or any other individual or entity acting on Licensee's behalf (collectively, "Environmental Activities"), and Licensee will indemnify and hold harmless University from any and all claims, demands, liabilities, losses, penalties, fines, judgments, costs of complying with injunctive relief or administrative orders, compromises and settlements, damages and expenses, arising out of any such Environmental Activities. The term "Hazardous Materials" is defined in this Lease to include any toxic substances (as defined by the Toxic Substances Control Act, 15 U.S.C. Section 2601, et, seq., as amended from time to time, and regulations promulgated thereunder), hazardous wastes (as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., as amended from time to time, and regulations promulgated thereunder), hazardous substances (as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq., as amended from time to time, and regulations promulgated thereunder), or any other pollutants, contaminants, irritants, or dangerous substances regulated pursuant to any applicable laws, regulations, ordinances, orders, or judgments (collectively, "Environmental Laws") including, without limitation, asbestos, urea formaldehyde, polychlorinated biphenyl (PCB's), oil, petroleum products and fractions, and underground storage tanks, whether empty, filled, or partially filled with any substance (regulated or otherwise), any substance or material the presence of which in the Building is prohibited by any Environmental Law, and any other substance or material that requires special handling or notification to any federal, state or local governmental entity in connection with its collection, storage, treatment, or disposal.
	3. Licensee shall maintain a complete chemical inventory with quantities. An updated chemical inventory will be provided to University every six months during the term, dating from the date of this license. Should the City of Ann Arbor require that the University provide information on sewer use and potential discharges, Licensee shall complete and provide the University any questionnaires or documentation to fulfill such request.. Licensee shall update such questionnaires upon the University's request. Should the City of Ann Arbor directly contact the Licensee for information pertaining to chemical storage, use or discharges to the sewer, the Licensee shall notify the University prior to providing any documentation to the City.
	4. Licensee shall use, store and handle hazardous materials in accordance with Chapter 27, Hazardous Materials, of the current edition of the International Fire Code (IFC) and National Fire Protections Association (NFPA) 45 current edition. Chemical storage and use shall not exceed a 10% pro-rata share of the Control Area Maximum Allowable Quantities listed in IFC Tables 2703.1.1 (1) and 2703.1.1 (2). All flammable liquids shall be stored in an approved flammable storage cabinet when not in use. Flammable liquids shall not be dispensed or transferred via pressure. Flammable liquids shall not be distilled for reuse. All new chemicals and hazardous wastes shall be properly segregated by chemical compatibility. At no time shall chemicals be left unattended or stored outside the Licensee's leased space. All exceptions to hazardous materials use restrictions require written authorization of the University Fire Marshal.
	5. For all hazardous wastes, Licensee must obtain a Michigan Hazardous Waste Generator License and use a licensed hazardous waste transport and disposal vendor. University has the right to review all documentation related to hazardous materials purchasing, storage and use, and hazardous waste disposal. Licensee shall use appropriate secondary containment for all hazardous wastes stored on the License Area.
	6. The following require prior written approval by the University before being brought onto, or created on, the License Area: radioactive material, controlled substance, engineered nanomaterial (<1OOnm), CDC/USDA Select Agent, NIH Risk Group 2 (RG2) or greater biohazardous agent, DOT Class 1 Explosive, dangerously toxic material (rat oral LD50 <1mglkg body weight), pyrophoric chemical, Toxic gases as defined in NFPA 45 and NTP Known Human Carcinogen.
	7. The following require prior written approval by the University before being brought onto, or created on, the License Area: any machine or device that produces ionizing radiation, any machine or device that produces non-ionizing radiation for which the Licensee must obtain Federal or State regulatory approval or that may cause safety concerns or interference outside the License Area.
	8. Licensee will maintain all applicable regulatory compliance and safety/environmental training documentation commensurate with Licensee's operations. University has the right to review all documentation related to safety and environmental regulatory compliance.
	9. Medical-Waste shall be collected and disposed, at licensee expense, according to Michigan Part 138, Medical Waste Regulatory Act.
2. It is the policy of the University that all faculty, staff, students, retirees, and other persons acting on behalf of the University, or gaining access to resources or services through the University, obtain and maintain a single, current Universal Identification Card (Mcard). The Mcard will serve as the Licensee identification and access card, and as such, all security and safety policies are to be adhered to when using the Mcard. Licensee shall have their Mcard available at all times while on University property and may be asked to present such card as verification of their identification. For more information regarding the Mcard and other University policies regarding identification and access control cards, please visit http://spg.umich.edu/pdf/601.13.pdf.
3. Licensees will ensure that all doors are securely locked, and water faucets, lights and machinery are turned off in the License Area before leaving the Building at the end of each work day. Licensees may not prop open any doors in the Building with rocks, bricks, etc. as doing so will cause problems with the alarm system and with security. Licensees shall not allow other persons to enter the Building using Licensee’s access card.
4. Licensees must limit food and drink to designated areas within the Building. Alcoholic beverages are not permitted within the Building.
5. The Building is a non-smoking building. Please refer to University smoking policy http://spg.umich.edu/pdf/601.04.pdf .
6. No Licensee will block or restrict access to any sidewalks, entrances, driveways, passages, elevators, stairways, halls or other areas of the Building. No Licensee will store any materials in hallways, corridors or other areas used for exiting or emergency evacuation. Delivery of merchandise or equipment to any Licensee will be made in a prompt and efficient manner using only entrances, elevators and passageways designated by University for deliveries. If Licensees are having compressed gasses delivered, the Licensee must arrange to be present for the delivery. The Licensee must be present to receive deliveries.
7. All hazardous materials shall be moved and disposed of following the rules per the license agreement. The Licensee shall not carry, use or store any Federal or State defined hazardous materials or hazardous wastes (including all chemicals, infectious materials and radioactive materials) outside of the Premises laboratory space, with the exception of small quantities of hazardous materials being transported to the core lab facilities. Transportation of hazardous materials to the core lab facilities must be less than 500ml volume and must be in a liquid-tight, non-breakable primary container within a liquid-tight non-breakable secondary container. Should the need arise to move these materials in excess of 500 ml through common areas, the Licensee shall contact University’s Environmental, Health and Safety Department (“EHS”) for any additional safety instructions and verbal approval prior to the move.
8. No Licensee shall wear gloves, lab coat, or any other personal protective equipment, with the exception of safety glasses, into any common area in the Building, including hallways and elevators.
9. Licensees shall not alter or renovate any mechanical, electrical, lighting, walls, floors, ceilings, or any surfaces in the License Area or Building.
10. No window treatments or objects shall be attached to, hung in or used in connection with any exterior of any door or window or from outside the Building.
11. University reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for other business and professional reasons as determined by University.
12. All animal work shall be conducted only in designated areas and in accordance with Unit for Laboratory Animal Medicine (ULAM) and Institutional Animal Care and Use Committee (IACUC) regulations.
13. Bicycles, motor vehicles, walking robots, and drones are not permitted to be operated inside of Building common spaces.
14. All Licensees are required to provide emergency contacts to the University and notify immediately of any changes.
15. Licensee must maintain compliance with all applicable MIOSHA regulations including Part 431 the Hazardous Work in Labs standard, Part 554 the Bloodborne Infectious Diseases standard, and Part 433 the Personal Protective Equipment standard.
16. All Licensee personnel are required to follow all EHS rules and policies including the CHP and must take the online EHS lab safety training course (BLS025W).
17. The License shall report all Lab, shop, studio accidents, injuries, and exposures to EHS per the University Chemical Hygiene Plan.
18. Any scientific equipment (like BSC, centrifuge, lasers, etc.) owned or operated by the Licensee and used with hazardous materials or hazardous operations must be maintained and certified per the manufacturer’s recommendations and best practice.
19. Licensee shall conduct a hazard assessment and write a standard operating procedure on how to perform work involving hazardous materials or processes in a safe manner.
20. Licensee must receive training on all University-owned or rented equipment (centrifuge, fume hood, autoclave, microscopes, etc.) before use of the equipment.
21. Ionizing Radiation:
	1. Licensee will not acquire, construct or operate machines or devices capable of producing ionizing radiation (“radiation machines”) except as approved by the University Radiation Safety Officer (RSO). Licensee will obtain the prior written approval of the University Radiation Safety Officer (RSO) before obtaining licenses or registrations from applicable regulatory authorities listing the License Area as a location of use and/or storage of radioactive materials or radiation machines. It will be the sole responsibility of the Licensee to obtain all licenses, registrations or permits necessary to possess and use radioactive materials or radiation-generating machines.
	2. Acquisition, possession, use, transfer and disposal of radiation machines and/or radioactive materials will be in accordance with all applicable federal and state regulations, registrations and licenses. The Licensee will also obtain the prior written approval of the RSO before acquiring and bringing any radioactive materials onto the leased premises Licensee agrees to satisfy all additional conditions that the RSO, at his own discretion, may deem to be necessary and proper to ensure compliance, safety, and protection of the premises. However, the lack of any conditions prescribed by the RSO will not be construed to relieve the Licensee from using recognized good practices and procedures to ensure compliance and safety. Licensee agrees to immediately suspend or terminate the use of radioactive materials or radiation machines upon order or direction of the RSO should he deem the activities are hazardous or destructive.
	3. At the request of the University, Licensee agrees to provide copies of reports of safety and compliance inspections conducted by federal or state regulators overseeing the safe use of radioactive materials or radiation machines.
	4. Licensee shall not abandon regulated radioactive material on premises nor discharge or dispose of radioactive materials through sanitary sewerage. Disposal will be in accordance with the provisions elsewhere in this lease regarding disposal of hazardous materials and will be through an appropriately licensed and insured waste broker. Licensee agrees to conduct radiological decommissioning of the leased premises in a thorough and timely manner upon termination of use of radioactive materials and in accordance with all regulatory requirements for decommissioning of licensed facilities. The RSO may require radiological decommissioning to standards stricter than those required by federal or state laws and regulations with the intent of restoring the premises to their radiological condition at the time Licensee takes initial occupancy.
	5. Licensee will supply the RSO with detailed documentation of all surveys and decontamination efforts demonstrating completion of radiological decommissioning. In addition, Licensee will provide documentation that applicable state or federal licenses listing the premises as a location of use have been terminated or amended by the responsible regulatory authority authorizing release of the premises to unrestricted use.
	6. The installation and operation of radiation-producing machines will be in accordance with applicable fire, electrical and other applicable building codes and, when applicable, to University Construction Guidelines from the University Office of Architecture, Engineering and Construction (AEC). These are to be reviewed by the University prior to installation.
	7. Installations requiring radiation shielding in walls, floors, ceilings or as standalone fixtures will require review and approval by the University. The Licensee will be responsible for and ensure that all floor-loading requirements will be met when acquiring shielded devices or installing shielding and obtain University approval for such fixtures or devices. It will be the responsibility of the Licensee to obtain shielding plan review and approval from the responsible regulatory authorities whenever required by regulations. Copies of such applications are to be submitted for approval to the University prior to submission to regulatory authorities.
22. Sources of Non-Ionizing Radiation Subject to FCC regulation
	1. Licensee will notify the University if it intends to install or operate transmitting antennas or other transmitting equipment capable of producing electromagnetic radiofrequency (“RF”) radiation when such equipment or installation is subject to the RF exposure limits and provisions of Title 47 Code of Federal Regulations 1.1307. This includes but is not limited to broadcast antennas, amateur radio transmitters and antennas, microwave or satellite transmission equipment, and lab or industrial equipment that can generate RF fields in excess of the maximum exposure limits for members of the public.
	2. Licensee, at its own cost, will provide the University with site safety evaluations prepared in accordance with FCC guidelines demonstrating that RF radiation exposure from the devices will not exceed member of public exposure rates in areas normally accessible to University personnel, students or guests.
	3. Licensee will secure and demarcate areas where RF radiation from its equipment exceeds member of public limits using durable barricades or barriers and signage meeting applicable ANSI standards for RF radiation. The University may require that Licensee, at its own costs, also conduct representative and accurate RF radiation surveys to demonstrate compliance. In the event University personnel need interim access to areas where RF radiation can exceed the member of public exposure rate, the Licensee agrees to provide a secure means of de-energizing the transmission equipment until access to those areas is no longer needed.
	4. In the event RF equipment substantially interferes with routine access or use of University facilities by University personnel and hinders the University in conducting its own business, the University can require Licensee to permanently remedy such a condition at Licensee’s costs or to cease operating such equipment.
	5. Class 3B or 4 Lasers brought on campus must be registered with the EHS Laser Safety Officer.

**EXHIBIT D**

**UNIVERSITY RULES AND REGULATIONS**

Smoking Policy

<https://spg.umich.edu/sites/default/files/policies/601x04_0.pdf>

<https://spg.umich.edu/policy/601.04>

Sexual Harassment

<https://spg.umich.edu/sites/default/files/policies/201X89-0.pdf>

<https://spg.umich.edu/policy/201.89-0>

Weapon Possession

<https://spg.umich.edu/sites/default/files/201x94.pdf>

Proper Use of Information Resources

Information Technology, and Networks

at the University of Michigan

<https://spg.umich.edu/sites/default/files/policies/601x07.pdf>

Parking and Transportation Services

<http://pts.umich.edu/>

Environment, Health & Safety - Education <http://ehs.umich.edu/education/>

Facilities and Operations Guidelines <http://www.fo.umich.edu/guidelines/>

**EXHIBIT E**

**ADDITIONAL TERMS AND CONDITIONS**

Conflict of Interest Disclosure. Licensee shall provide a list of all employees of the University who: (a) own 5% or more of the equity of Licensee, (b) is a member of the Board of Directors of Licensee, or (c) is the President, Chief Executive Officer, Vice President, Treasurer or Secretary of Licensee. If the facts listed change at any time during the term of this Agreement, Licensee shall provide an updated list to University, signed and dated by [Licensee’s Official Representative]. Failure to keep the list current is a material breach of this Agreement.