SAINT LOUIS UNIVERSITY

 LICENSE INCOME DISTRIBUTION: BINDING LETTER OF AGREEMENT

This Letter of Agreement, which becomes effective on the Effective Date hereof, formalizes the mutual understanding and legally binding agreement by and between the inventor(s) identified below, and also the agreement by and between said inventor(s) and the University, relative to: (i) the apportionment of total license-derived income by the University according to the current University policy; and (ii) the distribution by the University of Net License-Derived Income pursuant to section 7.0 of the Policy Regarding Intellectual Property Patents, effective Aug. 1, 2009 (the “Patent Policy”), to the inventor(s) identified below. The percentage of Net Licensed-Derived Income to be distributed to the inventor(s) is established by section 7.0, paragraph A.1 of the Patent Policy (“Investor Share”). The total Inventor Share will be divided and distributed by the University to the inventor(s) according to the mutually agreed percentages of the total Inventor Share indicated below for each inventor(s). This agreement specifically covers the licensed patents as listed in Attachment A.

Each inventor shall indicate below his/her decision to either accept 100% of his/her percentage of the total Inventors Share of license-derived net income as personal income or, alternatively to direct the University to deposit 100% of that same amount into the inventor’s laboratory research account. The University recommends that each inventor should timely seek personal guidance from a qualified income tax professional concerning the income tax requirements associated with licensing-related payments under ei ther option.

Effective Date / Termination Date: The “Effective Date” of this letter of Agreement means the date that the Vice President of Research (or his designee) executes this Agreement on behalf of Saint Louis University. This Letter of Agreement shall terminate as of the date of the final license-derived income distribution by the University following the termination/expiration date of the License Agreement under which such payments were required.

Inventor(s) to Receive Net License Income Distributions Here under (please print)

1. 4.

2. 5.

3. 6

IN WITNESS WHEREFOF, the inventor(s) and the University hereby execute this Letter of Agreement, effective on the Effective Date, with the understanding that it shall be legally binding upon all of the signatories hereto. The terms and conditions of this Agreement cannot be altered without prior written of all of the signatories hereto.

Inventor(s)’ Mutually Agreed and Binding Percentage Distribution of the Total Inventor Share and Direction of payment by the University:

Inventor % Total Inventor Direct Payment to:

1.

2.

3.

4.

5.

6.

FOR Saint Louis UNIVERSITY

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Raymond C. Tait, Ph.D.

Vice President for Research

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

Date

\*\*\*Note the total number of original execution documents for signatures should equal one plus total number of listed inventors. After all of the inventors have signed the Letter of Agreement, all of the original documents should be sent to the Vice President for Research for a signature. One fully executed original Letter of Agreement will be sent to each inventor signatory.

Provider: Office of Innovation and Intellectual Property, Saint Louis University

Contact: Director, Office of Innovation and Intellectual Property

Last update November 2010

ATTACHMENT A

Inventions, Patent Applications and Patents