## *Shaded Area - Internal University Use Only*

**OTC Agreement No.:**

**OTC Docket No.(s):**



MULTI-DOCKET INCOME ALLOCATION AGREEMENT

 **THIS AGREEMENT** is dated and effective as of the date of last signature (the “Effective Date”), and is made by and among Regents of the University of Minnesota, a constitutional corporation under the laws of the state of Minnesota (the “University”), and the individuals identified in section 1 of attached Exhibit A (individually a “Creator” and collectively the “Creators”).

**Purpose**

 The University and the Creators have entered into the Income Distribution Agreements described in section 2 of attached Exhibit A (each an “Income Distribution Agreement”). These agreements provide for the sharing among the University and the Creators of cash received as royalties and fees in connection with the University’s granting a license to each Development, as that term is defined in each Income Distribution Agreement.

 Pursuant to the License Agreement described in section 3 of attached Exhibit A (the “License Agreement”), the University has agreed to grant a third party licensee certain of the University’s rights in and to each Development, and as part of that agreement, the third party licensee has agreed to pay the University certain monies as licensing fees and royalties. The University and the Creators have now agreed, as set forth below, to allocate such cash amongst the various dockets identified in the Income Distribution Agreements.

 **NOW, THEREFORE**, the parties agree that:

**1.** **Definitions**. For purposes of interpreting this Agreement, the following terms shall have the meanings ascribed to them below in this section 1:

 1.1. “Developments” refers, collectively, to the technologies described as Developments in the Income Distribution Agreements.

 1.2. “Dockets” refers, collectively, to the Patents and Technology Marketing Dockets described in the Income Distribution Agreements.

 1.3. “Payment” refers to a cash payment made by a third party to the University that would be deemed a Payment under the terms of each Income Distribution Agreement.

**2. Term and Termination.**

2.1. Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided in section 2.2 of this Agreement, without notice from or to a party, and without any action of a party, shall terminate on the termination or expiration of the License Agreement. Notwithstanding any provision of this Agreement to the contrary, the terms of this Agreement shall apply to each Payment made by the third-party licensee under the License Agreement to the University after the termination or expiration of the License Agreement.

2.2. Termination. This Agreement shall terminate upon the written consent of the University and each Creator.

# **3. Allocation of Payments.** The University shall allocate each Payment received during the term of this Agreement to each Docket in the percentages set forth in section 4 of attached Exhibit A. The parties acknowledge and agree that the amount allocated to each Docket under this section 3 shall be deemed a “Payment” under the terms of the Income Distribution Agreement relating to the Docket.

**4.** **Amendment**. This Agreement shall be amended only in a writing duly executed by all the parties.

**5.** **Assignment**. No party may assign or delegate any right or duty under this Agreement unless all the parties hereto have assented to such assignment or delegation in writing. An assignment or delegation made in violation of this section shall be void and shall not bind the other parties to this Agreement.

**6.** **Entire Agreement**. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and, except for the Income Distribution Agreement(s), supersedes all prior agreements and understandings of the parties on such subject matter.

**7.** **Governing Law; Forum Selection**. This Agreement shall be interpreted in accordance with the laws (with the exception of the conflict of laws provisions) of the state of Minnesota. All claims, suits, and actions arising out of this Agreement shall be brought in the courts of the state of Minnesota. Each party agrees to submit to the jurisdiction of the courts of the state of Minnesota and each waives any objection it, they may have as to the court asserting jurisdiction over the Company or its assets and property.

**8.** **Notices**. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

 If to the University: University of Minnesota

 Office for Technology Commercialization

 Attn: Contracts Manager

 1000 Westgate Drive, Suite 160

 Campus mail: delivery code 2431

 St. Paul, MN 55114

 Phone: 612.624.0550

 Fax: 612.624.6554

 E-mail: umotc@umn.edu

 Web site: <http://www.research.umn.edu/techcomm>

 If to a Creator: To the address as set forth in the Assignment

 and Income Distribution Agreement to which they

 are a party.

**9.** **Records**. In accordance with record retention policies, the University may destroy financial records for expenses and income relating to the Development after five (5) fiscal years following the fiscal year to which the expense and income record pertains. The University may also destroy other records related to the Development, such as disclosure, patent, marketing, and license files, or portions thereof, in accordance with its record retention policies at the time such policies allow.

**10.** **Parties In Interest**. The terms of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assignees, transferees and donees.

 **IN WITNESS WHEREOF**, the parties indicate their agreement with these terms by their signatures below.

|  |  |
| --- | --- |
| **Regents of the University of Minnesota**By: Name:      Title: Associate Director Office for Technology CommercializationDate:  | By: Name:      Title:      Date:  |

## *Shaded Area - Internal University Use Only*

**OTC Agreement No.:**

**OTC Docket No.(s):**

**EXHIBIT A**

**INCOME ALLOCATION AGREEMENT SCHEDULE**

1. Creators:

2. Income Distribution Agreements:

 Income Distribution Agreement, dated      , by and among the University and      ;

 Income Distribution Agreement, dated      , by and among the University and      ;

 Income Distribution Agreement, dated      , by and among the University and      ;

 Income Distribution Agreement, dated      , by and among the University and      ;

3. License Agreement:

 Exclusive License Agreement, dated      , by and between the University and      .

4. Allocation of Payments:

|  |  |
| --- | --- |
| **Docket Number** | **Percentage of Each Payment** |
|       |       % |
|       |       % |
|       |       % |
|       |       % |
|  | ***Total:***      % |