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**MEMORANDUM OF UNDERSTANDING FOR PATENT REIMBURSEMENT**

 This Memorandum of Understanding (“Memorandum”) dated and effective as of the last date of signature (the “Effective Date”), represents an agreement by and between Regents of the University of Minnesota, a Minnesota constitutional corporation, under the laws of the state of Minnesota, having a place of business at 200 Oak Street SE, Suite 280, Minneapolis, Minnesota 55455, through its Office for Technology Commercialization ("UMOTC") and      , a       ("Company"), under the laws of the      , having a place of business at      , regarding patent cost reimbursement for University of Minnesota Case Number UMN      , entitled,       (the "UMN applications").

1. Company specifically requests that UMOTC take one or more the following actions with regard to prosecution of the UMN applications to:
* Prepare and file a PCT application claiming priority from provisional patent application      ;
* Prepare, file and prosecute national stage applications claiming priority from PCT application     , in the following countries: [e.g. United States, European Union, and Japan]     ;
* Validate and/or register granted European Patent Office application       in the following countries: [e.g. United States, European Union, and Japan]     ;
* Other:
1. Company hereby agrees to reimburse UMOTC for all legal and other out of pocket expenses (including filing fees and annuities) incurred in [check all that apply]:

[ ]  preparation, filing and/or prosecution of such PCT application.

[ ]  preparation, filing and/or prosecution of such national stage applications.

[ ]  validation and registration the European member countries listed above.

[ ]  other:

All such expenses will be reimbursed by Company, within 30 days of invoice by UMOTC.

1. If Company fails to reimburse expenses invoiced by UMOTC pursuant to Section 2 for more than 90 days, UMOTC has the option of discontinuing further prosecution of applications filed pursuant to Section 1. On exercise of this option UMOTC will notify Company of dates on which any applications would be irrevocably abandoned.
2. Company may provide procedural and substantive advice to UMOTC which will be considered in carrying out the actions specified in Section 1. However, no rights in the UMN applications are granted explicitly or implicitly by this Memorandum.
3. Signature below indicates agreement on behalf of Company to the statements made above and to the obligations undertaken by on behalf of Company. Upon receipt of this Memorandum executed by Company, UMOTC will initiate the actions set forth above in Section 1 in consideration of the agreement set forth in Section 2.

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| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |