# Application Form to obtain a Free Academic Research License

*Please fill in all required fields. One page limit.*

I am applying to obtain an academic research license to evaluate TargetGene’s TGEE platform for research purposes only, and acknowledge that if my application is accepted by TargeGene, the Terms and Conditions attached hereto shall govern my use of the TGEE platform.

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| --- | --- |
| 1 | Full Name, Title of PI:  Full Name, Title of applicant (if different):  Institution, Department:  Contact details: phone: email: |
| 2 | Project title: |
| 3 | Proposal Abstract: |
| 4 | Gene editing and other relevant experience? |
| 5 | Cover letter/remarks |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# TERMS AND CONDITIONS

## 1. Purpose

TargetGene endeavors to support academic research to the greatest extent possible. To this end, TargetGene is willing to provide you (the “Licensee”) with a no cost, no support, limited intellectual property license to use the TGEE platform solely for pure non-commercial research, with the results of the research to be released into the public domain under the terms and limitation described herein.

## 2. Confidentiality

Licensee will maintain the confidentiality of the TGEE platform and of all DNA, RNA and protein sequences, all methods, and all results relating to the TGEE platform. Licensee is encouraged to publish peer-reviewed article(s) relating to its use of the TGEE platform, provided that such article(s), or any other type of publication, may not be published prior to the publication embargo date set forth in Section 5 below, and only following TargetGene’s prior written consent.

## 3. Licensed project limits

The license granted by TargetGene is limited solely to use for the purpose of research in *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (Licensed Project).

*(disease1; gene-target1; disease2; gene-target2 etc)*

Any new purpose not recorded herein requires a new application form and a new license which may or may not be granted.

## 4. No transfer

In order to be eligible for the academic licensing you must be employed by, and be actively participating in research (or teaching) at, an accredited degree-granting college or university, and your primary intent is to use the license as part of your research.

Use is allowed only within the research group of a named specific principal investigator and is intended for academic research groups that are primarily engaged in non-commercial research activities. Groups with an obvious commercial focus are not eligible for this licensing option.

You may not share any sequences or biomaterials relating to the TGEE platform with anyone outside of the intended research group. You must strictly and actively restrict access to such sequences and biomaterials.

## 5. Publication limitations

Peer-reviewed publication is encouraged. However, prior to peer review of any proposed publication relating to use of the TGEE platform, the Licensee has the obligation to submit its proposed publication to TargetGene for TargetGene’s prior review and comment. The Licensee shall include a TargetGene employee as a co-author of the proposed publication.

## TargetGene requires a publication embargo, meaning that any information, data or paper, peer-reviewed or not, in any format including oral, written or electronic, formal or informal, may not be published until the specified publication embargo date set forth below. In addition, the TargetGene employee listed below shall be named as a co-author of the paper.

## Embargo date \_\_\_\_\_ Nov 1st 2020\_\_\_\_

1. TargetGene author(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TBD

## 6. Intellectual property

The TGEE platform, and all improvements, enhancements, and derivative works thereto, are and shall remain the exclusive property of TargetGene, and shall not be used in any way other than as allowed by these Terms and Conditions. Licensee acknowledges that the TGEE platform and all patents, copyrights, trade secrets, trademarks, and other intellectual property rights with respect thereto, are, and will at all times remain, the property of TargetGene, as well as any suggestion or feedback provided by Licensee, even if such suggestion or feedback is incorporated into the TGEE platform.

## 7. Disclaimer of Warranties

## THE TGEE PLATOFRM IS BEING LICENSED TO YOU “AS IS”, AND TARGETGENE DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

LICENSEE AGREES AND ACKNOWLEDGES THAT TARGETGENE SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE TGEE PLATFORM. IN NO EVENT SHALL TARGETGENE BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR OTHER PECUNIARY LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

## 9. Negotiation of commercial use of developed treatment

In case commercial use of the licensed project is identified, Licensee and TargetGene may endeavor to negotiate a commercial license agreement. TargetGene will hold all rights to veto commercial use of the TGEE platform if no such agreement is reached.

## 10. Support and TG involvement

TargetGene may at its option, whether freely or for a charge, provide some biomaterials and limited support including bioinformatics, guide design, protocols, and bioassay design.

## 11. Co-funded projects

TargetGene and Licensee may endeavor to obtain grants and funding for projects of mutual interest, the terms to be negotiated separately.

Licensee TargetGene Biotechnologies Ltd.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_