This agreement (“Agreement”) is entered into by and between _______________________, a corporation formed under the laws of ____________________ ("COMPANY") and The Board of Trustees of the Leland Stanford Junior University, Stanford, California 94305, U.S.A., ("STANFORD"), home to the MobiSocial Computing Laboratory ("PROGRAM").

1. RESEARCH PROGRAM

A. The PROGRAM aims to build strong research relationships with its affiliate members. In general, the strength of the relationship will depend on the effort participants from both STANFORD and COMPANY put into developing and maintaining the relationship. To help foster and maintain a strong relationship, the MobiSocial Computing Laboratory intends to hold special events for affiliate companies regularly such as an Annual Review of research conducted under the PROGRAM and an Annual Symposium for key technical leaders from COMPANY.

B. The PROGRAM is a unique resource for member companies, providing a window into mobile and social computing research at STANFORD. PROGRAM members provide financial support that, together with University resources, supports PROGRAM research on open mobile and social computing supervised by STANFORD Principal Investigators.

C. This Agreement describes the relationship between STANFORD and COMPANY with regard to the PROGRAM, and Intellectual Property developed at STANFORD with PROGRAM support. COMPANY hereby acknowledges that STANFORD also enters into various agreements for sponsored projects with both public and private entities (“Sponsored Projects”) and that PROGRAM support is different from Sponsored Projects.

2. FUNDING

A. PROGRAM members are expected to commit to fund the PROGRAM for an initial period of three years. COMPANY acknowledges that MobiSocial Computing Laboratory Funds are subject to an infrastructure charge by STANFORD.

B. This Agreement is effective when COMPANY pays its first annual contribution to the PROGRAM Fund. The COMPANY’s annual contribution is $200,000 per annual period. The Agreement is considered renewed automatically upon each subsequent annual payment, and may be terminated at any time after the first annual period without further payment by written notice from either STANFORD or COMPANY to the other.

C. Membership fees provide unrestricted support for PROGRAM research activities. In this Agreement, “PROGRAM Research” refers to any PROGRAM research project that receives full or partial support from PROGRAM funds.

RESEARCH RESULTS, INVENTIONS AND PATENTS

The overall goal of the Program is long-term research for the future of mobile and social computing. Given the nature of the PROGRAM, STANFORD anticipates that most of the
PROGRAM's research results will be placed in the public domain. However, in certain cases, obtaining intellectual property protection for certain PROGRAM research results and licensing those results may be the most effective way to transfer PROGRAM results to industry. In such cases, the following will take effect:

3. INVENTIONS

3.1 Definition of Invention. An “Invention” under this Agreement is any invention, including software, whether or not patentable, that is conceived or reduced to practice by a person who is participating in PROGRAM activities during the term of this Agreement.

3.2 Rights to Inventions

Title to all Inventions made solely by STANFORD personnel, unless otherwise governed by the terms of a Sponsored Project, is owned by STANFORD. For Inventions made by STANFORD employees whose work is solely supported by PROGRAM funds, STANFORD will offer COMPANY a nonexclusive, royalty-bearing license on reasonable terms and conditions, to be negotiated in good faith. The license negotiation will be concluded within 6 (six) months of STANFORD’s offer of a license unless the period is extended by mutual, written agreement of the parties.

4.0 LIMITATIONS, WARRANTIES, INDEMNITY, AND LIABILITY

No license is granted or implied by either party to the other under any patents now or hereafter obtained, nor will the furnishing of any information, programs, or other material constitute any representation, warranty, assurance, guarantee, or inducement by either party that the use of such information, programs, or other material is free from infringement of any patent, copyright or other intellectual property right of others.

EACH PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO THE OTHER PARTY AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE RESEARCH OR ANY INVENTION(S) RESULTS, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION RESULT, OR NONINFRINGEMENT. STANFORD AND COMPANY WILL NOT BE LIABLE FOR ANY LOSS, OTHER CLAIM, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR ANY OTHER PERSON WHICH MAY ARISE FROM THE RESEARCH ACTIVITIES, AND NOTICE TO THIS EFFECT WILL BE INCLUDED IN ALL LICENSES GRANTED BY STANFORD. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED $100,000 AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

No party will be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond the party’s control, including failure of any governmental approval required for full performance.
5. MORE FAVORABLE TERMS

STANFORD represents that Agreement embodies the common understanding between STANFORD and all companies participating in PROGRAM. If STANFORD enters into a subsequent PROGRAM company agreement with more favorable terms than those of this Agreement, STANFORD will offer the same terms to COMPANY to replace this Agreement.

6. MISCELLANEOUS

6.1 Any dispute between the parties in connection with this Agreement that cannot be resolved by mutual agreement will be finally settled under the Rules of Conciliation and Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Palo Alto, California, or at any other mutually agreeable location.

6.2 Neither party may assign this Agreement without the prior written consent of the other party.

6.3 If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, that provision will be divisible from this Agreement and will be deemed to be deleted. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend its provisions to reflect the original intent of the parties.

6.4 STANFORD and COMPANY are independent contractors and neither is an agent, joint venturer, or partner of the other.

6.5 This Agreement is governed by the laws of the State of California. Any legal action involving this Agreement or the Research under it will be adjudicated in the State of California, without regard to the state’s doctrine on conflict of laws.

6.6 Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the parties.
ACCEPTED AND AGREED:

THE BOARD OF TRUSTEES OF
THE LE LAND STANFORD JUNIOR
UNIVERSITY

Signature __________________________
Name __________________________
Title __________________________
Date __________________________

Signature __________________________
Name __________________________
Title __________________________
Date __________________________