

Prototype Addendum

This Addendum contains terms and conditions in addition to the general terms and conditions set forth in the Confidential Disclosure Agreement between ISURF and _____ (“Company”) dated _____ (“CDA”), and their combination shall collectively govern Company’s use of the Information and the Invention.

1A: Company may develop a Prototype using the Information for testing purposes only. Any Prototype developed by Company shall be subject to the terms and conditions of the CDA.

2A: Company shall not use the Prototype for any purpose other than evaluating its interest in obtaining a license from ISURF. Specifically, but without limitation, Company shall not (i) use the Prototype for any commercial purpose or for the development of any products or technology; or (ii) refer to or incorporate any part of the Prototype in any patent or patent application claiming the Prototype in Company’s own patent prosecution.

3A: The Prototype shall be held in confidence by Company. Only persons within Company will be permitted access to the Prototype and then only for the purpose of evaluating its interest in obtaining a license from ISURF.

4A: Company agrees to cease any use of the Prototype for any purpose upon the earlier of (i) Company’s completion of testing of the Prototype; or (ii) ninety (90) days notice from ISURF, at which time the Prototype shall be entirely destroyed, unless provision for its preservation is expressly made by written agreement with ISURF.

5A: Company agrees that a copy of the results of any testing of the Prototype shall be provided to ISURF and not used by Company or its employees or agents as the basis for any patent application disclosing or claiming any of the same without ISURF’s written consent.

6A: Company agrees to waive all claims against, ISURF, Iowa State University researchers and Iowa State University and, except as may be limited by state law governing Company, to defend and indemnify any and all of them and their employees or agents from all claims asserted by any third party, and any damages and recoveries resulting therefrom, arising from the use, storage or handing of the Prototype or Information by, caused by or allowed by Company. Neither ISURF, Iowa State University nor the Iowa State University researchers make any representations that the use of the Prototype will not infringe any patent or proprietary rights of any third parties.

7A: All capitalized terms used in this Addendum and not defined herein but defined in the CDA shall have the meanings assigned to such terms in the CDA. In the event that this Addendum and the CDA are inconsistent, the terms and provisions of this Addendum shall supersede the terms and provisions of the CDA, but only to the extent necessary to satisfy the purpose of this Addendum. This Addendum shall be effective as of the date of Company’s signature below.

IOWA STATE UNIVERSITY RESEARCH FOUNDATION

By: _____ Date: _____, 20__
Appropriate ISURF representative

COMPANY

By: _____ Date: _____, 20__

Name and Office: _____