



A program of the Kauffman Innovation Network, Inc.

October 23, 2008

Abi Barrow  
Massachusetts Technology Transfer Center  
c/o UMass, President's Office  
225 Franklin Street, 12<sup>th</sup> Floor  
Boston, MA 02110

Re: AGREEMENT KIN20080031

Dear Abi:

Enclosed are two original documents of an Agreement between the Kauffman Innovation Network, Inc. and Massachusetts Technology Transfer Center. If the Agreement is acceptable to you, please sign and return **one** copy to me in the enclosed Federal Express envelope. You may keep **one** original copy for your files.

Please feel free to contact me at 816-932-1290 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Estela C. Fennel".

Estela C. Fennel  
Kauffman Innovation Network, Inc.

Enclosure: Agreement

## IBRIDGE<sup>SM</sup> NETWORK PARTICIPATION AGREEMENT

This Participation Agreement ("**Agreement**") is between the Kauffman Innovation Network, Inc. a Delaware not-for-profit corporation, with an address at 4801 Rockhill Road, Kansas City, Missouri 64110 ("KIN") and Massachusetts Technology Transfer Center, a Massachusetts state-related entity, with an address at UMass, President's Office, 225 Franklin Street, 12th Floor, Boston, MA 02110 ("**Licensee**").

In consideration of the mutual promises in this Agreement, KIN and Licensee agree as follows:

### 1. **Background.**

- (A) KIN. KIN is an organization exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the "IRC"). Among other things, KIN operates the iBridge<sup>SM</sup> Site for the purpose of disseminating scientific and technical discoveries, sharing of research, and other collaborative efforts to advance scientific knowledge and research and otherwise serve the public good ("**Charitable Purposes**").
- (B) Licensee. Licensee wishes to participate in the iBridge<sup>SM</sup> Site for the benefit of Licensee and the technology transfer offices of the universities and non-profit institutions which are members of Licensee ("Members") and is an organization exempt from federal income tax under Section 501 (c)(3) of the IRC.

### 2. **Definitions.** In this Agreement, the following words (and their grammatical variations) and phrases have the meanings below:

- (A) "**Additional Features or Services**" is defined in Article 4(D);
- (B) "**Aggregated Data**" means compilations, classifications, summaries and/or selections of End User Data, Transaction Data, Inquiry Data and other iBridge Data relating to any users' interaction with the iBridge Site from which personally identifiable information cannot be derived or extracted;
- (C) "**Agreement**" is defined in the opening paragraph;
- (D) "**Authorized Users**" means (i) Licensee employees, Member employees or other personnel who the Institution Administrator(s) grant access to perform one or more administrative roles relating to the iBridge Site on behalf of Licensee;
- (E) "**Charitable Purposes**" is defined in Article 1(A);
- (F) "**Confidential Information**" is defined in Article 13(A);
- (G) "**Effective Date**" is defined above the signature block;
- (H) "**End Users**" means all users accessing the iBridge Site;
- (I) "**Export Control Laws**" means all export control laws and regulations applicable to Research Descriptions Published on the iBridge Site, including the Export Administration Regulations maintained by the Bureau of Industry and Security of the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, the International Traffic in Arms Regulations maintained by the Department of State, the Uniting and Strengthening of America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act of 2001; compliance with Export Control Laws includes prohibitions with respect to the countries listed by the Bureau of Industry and Security, as such list may be amended from