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 - a) The validity and performance of this Agreement shall be governed by the laws of the State of California USA.
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 - c) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all other communications written or verbal. Any modification to this Agreement must be specified and agreed to in writing by both parties.
 - d) All notices and demands hereunder must be in writing and sent by personal delivery, first-class mail, return receipt requested, confirmed facsimile transmission or nationally or internationally recognized express courier service to the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). Notices or demands sent by personal delivery shall be effective upon delivery. Notices sent by mail, facsimile transmission or courier shall be effective upon the date of receipt as evidenced by the return receipt.
 - e) If any term of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such court may substitute the unenforceable term with an enforceable provision which most nearly effects the parties’ intent in entering into this Agreement as reflected in the unenforceable provision. If the foregoing is not possible under applicable law, then the unenforceable provision shall be deleted and the validity or enforceability of the remainder of this Agreement shall not be affected.

Licensee Designated Site:

Street Address		Department Name		Suite#
Mail Code	City	State/Province	Zip/Postal Code	Country
Lab contact name		Email address		

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their undersigned duly authorized representatives on the respective dates set forth below.

LICENSEE:

BIOPHARMICS LLC:

Signature: _____

Signature:

Name: _____

Name: Ajay N. Jain, PhD

Title: _____

Title: Member, BioPharmics LLC

Date: _____

Date:

[Signed and completed form must be scanned and emailed to surflex@biopharmics.com]