

Software Evaluation Agreement

PROGRAM: SAGA TM

University of Michigan Office of Technology Transfer File: 4753

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BACKGROUND

1. The University of Michigan through its College of Pharmacy has developed a proprietary software application and related documentation, known as SAGA, for the assignment of NMR spectra of proteins, and further defined in MICHIGAN Office of Technology Transfer file 4753, (hereinafter referred to as “PROGRAM”).
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II. LIMITATION OF LICENSE AND RESTRICTIONS

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C. LICENSEE shall cite the PROGRAM in any resulting publication by taking reference to the publication “SAGA: rapid automatic mainchain NMR assignment for large proteins” by Crippen GM, Rousaki A, Revington M, Zhang Y, Zuiderweg ER, in the Journal of Biomolecular NMR, 2010, Apr, 46(4):281-98, available in Pubmed: <http://www.ncbi.nlm.nih.gov/pubmed/20232231>

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VI. MISCELLANEOUS

A. This Agreement shall be construed in accordance with the laws of the State of Michigan. Should LICENSEE for any reason bring a claim, demand, or other action against MICHIGAN, its agents or employees, arising out of this Agreement or the PROGRAM licensed herein, LICENSEE agrees to bring said claim only in the Michigan Court of Claims.

B. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN MICHIGAN AND LICENSEE AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE PROGRAM. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.

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