

From: Saunders, Keith D [mailto:keith-saunders@uiowa.edu]

Sent: Wednesday, August 19, 2009 4:32 PM

To: David W. Miles; Jack Evans (jackevans@hallperrine.org); bobd@meardonlaw.com; Craig Lang (craiglangbor@ifbf.org); Ruth Harkin (ruth.harkin@cox.net); Bonnie Campbell (campbell.law@mchsi.com); Greta Johnson (gretaajohnson@gmail.com); Rose Vasquez (Rav118@mchsi.com); Michael Gartner (mgartner@iowacubs.com)

Cc: Robert Donley (bdonley@iastate.edu); Tom Evans (taevans@iastate.edu); Cook, Timothy B [BOARD]; Aimee Clayton (akclay@iastate.edu); Sheila Doyle (sdoyle@iastate.edu); Reasoner, Carroll J; Braun, Mark J

Subject: Amgen Settlement Agreement

Good Afternoon:

Carroll Reasoner, Interim VP for Legal Affairs and General Counsel at SUI, informed the Board Office this afternoon that Amgen has notified her that they will not be seeking an injunction to prohibit the public release of the settlement agreement reached this Spring between the University of Iowa, the University of Iowa Research Foundation and Amgen. The University intends to release the attached settlement agreement to the press this afternoon.

Please let us know if you have any questions or would like additional information.

Keith

*Keith Saunders
Associate Counsel
Board of Regents
(515) 281-6529*

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and is effective as of the 26 day of March, 2009 (the "Effective Date"), by and among:

- **THE UNIVERSITY OF IOWA**, with its principal place of business in Iowa City, Iowa 52242-5500 (hereinafter "UP"); and
- **THE UNIVERSITY OF IOWA RESEARCH FOUNDATION**, with its principal place of business at 2660 University Capitol Centre, Iowa City, Iowa 52242-5500 (hereinafter "UIRF")

(hereinafter collectively "Iowa Parties") and

- **AMGEN INC.**, a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799 (hereinafter "Amgen");
- **AMGEN USA INC.**, with its principal place of business in Thousand Oaks, California;
- **AMGEN MANUFACTURING, LIMITED**, with its principal place of business in Juncos, Puerto Rico;
- **IMMUNEX CORPORATION**, with its principal place of business in Seattle, Washington; and
- **IMMUNEX RHODE ISLAND CORPORATION**, with its principal place of business in West Greenwich, Rhode Island

(hereinafter collectively "Amgen Parties", and each of the Iowa Parties and Amgen Parties are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, the Iowa Parties filed an action for patent infringement against the Amgen Parties in the United States District Court for the Southern District of Iowa, Davenport Division, Civil Action No. 3:08-cv-00112-JEG-TJS (hereinafter the "Lawsuit");

WHEREAS, the Amgen Parties deny the allegations of the Complaint and make no admission regarding any validity or infringement of the asserted patents;

WHEREAS, the Iowa Parties and the Amgen Parties have agreed to settle finally and irrevocably their disputes and differences;

NOW, THEREFORE, for good and valuable consideration, including the releases, covenants, representations and promises made in this Agreement, the sufficiency of which is hereby acknowledged by all of the Parties, the Parties to this Agreement agree as follows:

1. **Payment:** Amgen will pay to the UIRF \$11,500,000 (Eleven Million Five Hundred Thousand Dollars) within five (5) days of the execution of this Agreement, which is for settlement of claims based on acts occurring prior to and including December 31, 2008. \$11,175,000 (Eleven Million One Hundred Seventy-five Thousand Dollars) will be considered allocated to Enbrel® and \$325,000 (Three Hundred Twenty-five Thousand Dollars) will be considered allocated to Vectibix®. This allocation of the payment between Enbrel® and Vectibix® will not, and should not be read to, limit the applicability of the settlement herein to Enbrel® and Vectibix®; the settlement herein will apply to all acts occurring prior to and including December 31, 2008.

2. **License Agreement:** Simultaneously, with the execution of this Agreement, Amgen (for the benefit of all the named Amgen Parties) and UIRF agree to execute and deliver to each other the License Agreement attached as Exhibit B, which will apply to acts of the Amgen Parties occurring after and including January 1, 2009.

3. **Release:** Simultaneously with the execution of this Agreement, the Parties shall deliver to the other designated Parties the fully executed Releases attached as Exhibit C and Exhibit D.

4. **Dismissal of Lawsuit:** Within five (5) days of the completion of the last task required by Sections 1-3 as well as the delivery of the Payment required by Section 3.1 of the License Agreement (Exhibit B), the Iowa Parties will file a dismissal with prejudice (in the form attached as Exhibit A) of all of the Lawsuit.

5. **No Admission:** Neither this Agreement nor any of the terms of this Agreement or the License Agreement (Exhibit B) or the Releases (Exhibits C and D) shall constitute or be construed as evidence of any admission by any of the Parties of the validity of any of the claims or defenses of any other Party.

6. **No Statements Made:** None of the Parties has made any statement, representation, warranty or certification to the other Parties, other than those made expressly in this Agreement to induce the other to execute this Agreement or their respective Releases.

7. **Full Understanding:** The Parties acknowledge that they have discussed this Agreement with their respective attorneys and that they understand and agree to be bound by its terms.

8. **Authority:** Each Party represents that it has full authority or has been duly authorized to execute this Agreement, the License Agreement and the Releases referred to in this Agreement, as applicable.

9. **Entire Agreement:** This Agreement (together with all Exhibits attached hereto) contains the entire understanding among the Parties and it supersedes any and all prior agreements, statements, representations, or negotiations of the Parties (and of their employees, attorneys, or other representatives) with respect to the claims asserted in the Lawsuit.

10. **Amendment:** This Agreement may not be changed, modified, or altered except by an agreement in writing signed by the Parties.

11. **Assignment:** This Agreement and the rights and obligations hereunder may not be assigned to any other person or entity without the prior written approval of the other Parties.

12. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties and, as applicable, their respective successors and permitted assigns.

13. **Governing Law:** This Agreement shall be construed and interpreted in accordance with, and subject to, the laws of the State of Iowa, without regard to its conflicts of law rules.

14. **Interpretation; Headings; Severability:** This Agreement is the result of negotiations and shall not be construed more strictly against one Party than any other Party. The captions or headings in this Agreement are solely for descriptive purposes and do not alter, modify, add to, or subtract from the substantive provisions of this Agreement. If any provision of this Agreement is found to be unlawful or unenforceable, such provision shall be deemed severed from the Agreement and in no way affect the validity or enforceability of the remaining provisions of this Agreement and the Parties shall negotiate in good faith with a view to the substitution therefor of

a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such severed provision.

15. **Counterparts; Signatures:** This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the Parties, and a facsimile or PDF signature shall have the same force and effect as an original.

16. **Confidentiality:** Each of the Parties acknowledges and agrees to keep this Agreement and the terms hereof confidential and not to disclose, directly or indirectly, this Agreement (including the Exhibits) or its terms to any person other than a Party hereto, without the prior written consent of Amgen (in the case of any UIRF Party) or UIRF (in the case of any Amgen Party), except that, without such consent, (a) a Party may disclose this Agreement and/or the terms hereof, under obligations of confidentiality substantially similar to those set forth herein, to third parties as reasonably necessary to meet pre-existing contractual obligations to such third parties, (b) this Agreement and its terms may be disclosed to the extent required by applicable law, subpoena, summons or other court process, and (c) a Party may disclose financial terms of this Agreement consistent with generally accepted accounting procedures to government officials who have authority and responsibility to oversee or audit the financial records of the applicable Party. In the event a Party is required by law or legal process to disclose any terms of this Agreement (including the Exhibits), it will provide UIRF (in the case of an Amgen Party) or Amgen (in the case of an UIRF Party) with prompt notice of such legal requirement or the receipt of legal process to enable such Party to seek an appropriate protective order.

[Signatures Found on Following Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

UNIVERSITY OF IOWA

By: _____

Print Name: _____

Its: _____

UNIVERSITY OF IOWA RESEARCH FOUNDATION

By: _____

Print Name: _____

Its: _____

AMGEN INC.

By: *KS*

Print Name: Kevin W. Sharer

Its: Chairman of the Board, CEO & President



AMGEN USA, INC.

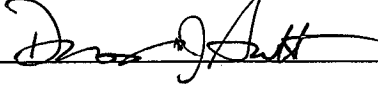
By: *DJS*

Print Name: David J. Scott

Its: Senior Vice President and Secretary

[Signatures Continued on Following Page]

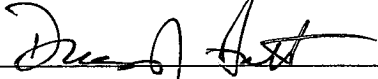
AMGEN MANUFACTURING, LIMITED

By: 

Print Name: David J. Scott

Its: Senior Vice President, General Counsel +
Assistant Secretary

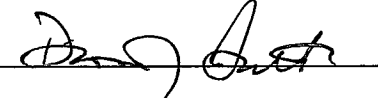
IMMUNEX CORPORATION

By: 

Print Name: David J. Scott

Its: Senior Vice President and Secretary

IMMUNEX RHODE ISLAND CORPORATION

By: 

Print Name: David J. Scott

Its: Senior Vice President and Secretary

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

UNIVERSITY OF IOWA

By: Sally Mason

Print Name: Sally Mason

Its: President

UNIVERSITY OF IOWA RESEARCH FOUNDATION

By: Janet K. York 2/25/09

Print Name: JANET K YORK

Its: EXECUTIVE DIRECTOR

AMGEN INC.

By: _____

Print Name: _____

Its: _____

AMGEN USA, INC.

By: _____

Print Name: _____

Its: _____

[Signatures Continued on Following Page]

SM

EXHIBIT "A"

Settlement Agreement between University of Iowa, University
of Iowa Foundation, Amgen Inc., Immunex Corporation,
Amgen USA, Inc., Amgen Manufacturing, Limited,
and Immunex Rhode Island Corporation

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

THE UNIVERSITY OF IOWA and
THE UNIVERSITY OF IOWA
RESEARCH FOUNDATION,

Plaintiffs

v.

AMGEN, INC., a Delaware
corporation; IMMUNEX
CORPORATION, a Washington
corporation; AMGEN USA INC., a
Delaware corporation; AMGEN
MANUFACTURING, LIMITED, a
Bermuda Corporation; and IMMUNEX
RHODE ISLAND CORPORATION, a
Delaware corporation,

Defendants

Civil Action No. 3:08-cv-00112-JEG-TJS

Dismissal with Prejudice

Now come the Plaintiffs, the University of Iowa and the University of Iowa
Research Foundation, and dismiss with prejudice all claims asserted in this action.

Respectfully submitted, this day _____ day of _____ 2009.

THOMAS J. MILLER
Attorney General of Iowa
/s/GEORGE A. CARROLL
GEORGE A. CARROLL – ATT0001493
Assistant Attorney General

george.carroll@iowa.gov
Hoover Building, Second Floor
1305 East Walnut Street
Des Moines, Iowa 50319
Telephone: (515) 281-8330
Facsimile: (515) 281-7219

Lawrence K. Nodine (lead attorney)
nodinel@ballardspahr.com
NEEDLE & ROSENBERG INTELLECTUAL
PROPERTY PRACTICE OF
BALLARD SPAHR ANDREWS & INGERSOLL LLP
999 Peachtree Street, NE, Suite 1000
Atlanta, Georgia 30309-3915
Telephone: (678) 420-9300
Facsimile: (678) 420-9301

Robert R. Baron, Jr.
baron@ballardspahr.com
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103-7599
Telephone: (215) 665-8500
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gentryr@ballardspahr.com
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Rebecca C.E. McFadyen
mcfadyenr@ballardspahr.com
BALLARD SPAHR ANDREWS & INGERSOLL LLP
999 Peachtree Street, NE, Suite 1000
Atlanta, Georgia 30309-3915
Telephone: (678) 420-9300
Facsimile: (678) 420-9301

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 2009, I served a true and correct copy of the foregoing, DISMISSAL WITH PREJUDICE, by first-class U.S. Mail to:

Lawrence K. Nodine
nodinel@ballardspahr.com
NEEDLE & ROSENBERG INTELLECTUAL
PROPERTY PRACTICE OF
BALLARD SPAHR ANDREWS & INGERSOLL LLP
999 Peachtree Street, NE, Suite 1000
Atlanta, Georgia 30309-3915
Telephone: (678) 420-9300
Facsimile: (678) 420-9301

ATTORNEYS FOR PLAINTIFFS

EXHIBIT "B"

Settlement Agreement between University of Iowa, University of Iowa Foundation, Amgen Inc., Immunex Corporation, Amgen USA, Inc., Amgen Manufacturing, Limited, and Immunex Rhode Island Corporation

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between the **University of Iowa Research Foundation**, an Iowa corporation having its principal place of business at 2660 University Capitol Centre, 200 South Capitol Street, Iowa City, Iowa 52242 ("UIRF"), and **AMGEN INC.**, a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, CA 91320-1799 (hereinafter "Amgen" or "Licensee").

WITNESSETH:

WHEREAS, under the patent policy of The University of Iowa ("UI"), all inventions arising during the normal course of research and teaching at UI are assigned to the UIRF to obtain patent or other appropriate intellectual property protection and license said technology;

WHEREAS, UIRF is owner by assignment from Prof. Mark F. Stinski of his invention and of U.S. Patent Nos. 5,168,062 and 5,385,839, issued December 1, 1992, and January 31, 1995 respectively, titled TRANSFER VECTORS AND MICROORGANISMS CONTAINING HUMAN CYTOMEGALOVIRUS (HCMV) IMMEDIATE-EARLY PROMOTER-REGULATORY DNA SEQUENCE (no foreign filings have been undertaken by the UIRF);

WHEREAS, the development of this invention was sponsored by the National Institute of Allergy and Infectious Diseases and as a consequence this license is subject to overriding obligations to the Federal Government under 35 U.S.C. § 200-212 and applicable regulations;

WHEREAS, Licensee desires a non-exclusive license to the above United States patents for their use in the production of proteins. However, Licensee denies that this license is necessary for any of its activities or products and denies, among other things, the validity and infringement of the Licensed Patents;

WHEREAS, UIRF wishes to grant such a license in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE I -- DEFINITIONS

1.1 **Licensed Patents** shall mean U.S. Patent Nos. 5,168,062 and 5,385,839 titled TRANSFER VECTORS AND MICROORGANISMS CONTAINING HUMAN CYTOMEGALOVIRUS (HCMV) IMMEDIATE-EARLY PROMOTER REGULATORY DNA SEQUENCE, by Prof. Mark F. Stinski, issued December 1, 1992 and January 31, 1995 respectively, and any patents issuing thereon or claiming priority thereto, including any continuations, continuations-in-part, divisions, reissues, reexaminations and extensions

thereof and patents (including foreign patents) corresponding thereto.

1.2 **Licensed Products** shall mean and include any and all protein or peptide based products or biological materials, including antibodies, or other processes and products, the making, using, selling, offering to sell, or importing of which during the term of this Agreement would, but for this Agreement, constitute an infringement of one or more Valid Claims of the Licensed Patents. In addition, without limitation, the parties stipulate that Enbrel® product and/or Vectibix® product made from U.S.-manufactured bulk drug substance shall be considered a Licensed Product until the expiry of U.S. Patent Nos. 5,168,062 and 5,385,839 for the purpose of this Agreement, although this stipulation shall not nullify Licensee's above noted denial that these or any other of Licensee's products or activities infringe the Licensed Patents.

1.3 **Valid Claim** shall mean any claim in an unexpired patent included within Licensed Patents which claim has not been disclaimed or held invalid or unenforceable by an unappealed or unappealable decision of a court.

1.4 **Licensed Field** shall mean the use of the Licensed Patents and the making, having made, using, selling, offering to sell, having imported or importing of Licensed Products during the term of this Agreement.

1.5 **Licensed Territory** shall mean, with respect to a Licensed Product, any country in which the making, using, selling, offering to sell or importing of such Licensed Product would, but for the license granted in this Agreement, infringe one or more Valid Claims of the Licensed Patents issued in that country. Licensed Territory shall be determined on a country-by-country and Licensed Product-by-Licensed Product basis. In addition, without limitation, the parties stipulate that with respect to Enbrel® product and/or Vectibix® product made from U.S.-manufactured bulk drug substance the U.S. shall be considered Licensed Territory until the expiry of U.S. Patent Nos. 5,168,062 and 5,385,839 for the purpose of this Agreement, although this stipulation shall not nullify Licensee's above noted denial that these or any other of Licensee's products or activities infringe the Licensed Patents.

1.6 **Net Sales** shall mean the gross amount received by Licensee and/or its Affiliates from the sales, to third party customers anywhere in the world, of Licensed Products within the Licensed Field within the Licensed Territory less:

- a) normal and customary rebates, cash and trade discounts actually allowed;
- b) credits allowed for returned or damaged goods;
- c) insurance and transportation costs; and
- d) sales, excise, value added, import and export taxes, and any tariffs and duties imposed on the transaction, if separately invoiced.

On sales between Licensee and/or its Affiliates for resale, the royalty shall be determined based on

the resale.

1.7 **Affiliate** shall mean any corporation or other business entity in which Licensee owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors ("Voting Stock"), or in which Licensee is owned or controlled directly or indirectly by at least fifty percent (50%) of the Voting Stock, or which is commonly controlled with Licensee (meaning that at least fifty percent (50%) of the Voting Stock of Licensee and at least fifty percent (50%) of the Voting Stock of such corporation or other business entity are owned or controlled, directly or indirectly, by a common person, corporation or business entity.

ARTICLE II -- THE GRANT

2.1 UIRF hereby grants to Licensee and its Affiliates, subject to the terms and conditions hereof, a non-exclusive license under Licensed Patents to use the Licensed Patents and to make, have made, use, import, have imported, sell and offer to sell the Licensed Products within the Licensed Field in the Licensed Territory during the term of this Agreement. For the avoidance of doubt, the license granted pursuant to this Section 2.1 includes without limitation the right of third parties under contract with Amgen or any of its Affiliates to make, have made, use, import, have imported, sell or offer to sell (including promote or co-promote) Enbrel® and/or Vectibix® in accordance with such contract.

ARTICLE III -- PAYMENTS, REPORTS, RECORD-KEEPING

3.1 In consideration of the rights granted to Licensee pursuant to Article II of this Agreement, and for the benefit of both parties obtaining financial certainty, Licensee agrees to deliver to the UIRF a non-refundable total payment of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (hereinafter the "Payment"), which Payment shall be paid within five (5) business days after the effective date of this Agreement. The fixed Payment amount represents an estimated royalty on Net Sales by Licensee of Licensed Products during the term of this Agreement comparable to the royalty charged by UIRF to other licensees of the Licensed Patents. The total Payment of Seven Million Five Hundred Thousand Dollars (\$7,500,000) will be credited against fixed quarterly royalty payments in respect of Net Sales of Licensed Products, which royalty payments will be One Million Eight Hundred Seventy-five Thousand Dollars (\$1,875,000) for each calendar quarter of 2009. One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250) of each quarterly credit shall be allocated as a royalty chargeable in respect of Net Sales of Vectibix® and One Million Seven Hundred Sixty-eight Thousand Seven Hundred Fifty Dollars (\$1,768,750) of each quarterly credit shall be allocated as a royalty chargeable in respect of Net Sales of Enbrel®. Notwithstanding the foregoing schedule of credits, the UIRF shall immediately upon receipt of the non-refundable Payment have full unconditional right, title and interest in the non-refundable Payment, and Amgen's total

aggregate payment hereunder will be Seven Million Five Hundred Thousand Dollars (\$7,500,000).

3.2 The Payment due hereunder shall be payable in United States dollars.

3.3 In the event the Payment is not received by UIRF when due, Licensee shall pay to UIRF interest charges at a rate of one and one half percent (1.5%) per month. Such interest is calculated from the date Payment was due until actually received by UIRF.

ARTICLE IV -- TERM AND TERMINATION

4.1 Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall commence as of January 1, 2009 and run until the expiration of the last to expire of the Licensed Patents or until the Licensed Patents are held invalid or unenforceable by a court or tribunal from which no appeal can be taken. Nonetheless, upon payment of the Payment, Amgen will have a perpetual, fully paid-up, non-exclusive license under the Licensed Patents.

4.2 In the event Licensee fails to make the Payment due hereunder, UIRF shall have the right to terminate this Agreement upon thirty (30) days written notice, unless Licensee makes the Payment plus interest within the thirty (30) day notice period, in which case UIRF will not have the right to terminate this Agreement.

ARTICLE V -- ASSIGNMENT

5.1 This Agreement may be assigned by Licensee as part of a transfer of manufacturing or commercialization rights of Enbrel® or Vectibix® or transfer of all, or substantially all, of the business to which this Agreement relates. This Agreement shall be binding upon and inure to the benefit of successors in interest and assigns of Licensee. Licensee agrees to inform UIRF of such transfer promptly. However, it is expressly understood that the flat fee license rights granted by this Agreement shall not cover products or processes attributable to the activities of assignees (or their successors) not party to this Agreement, but for clarity the license under this Agreement will cover and remain applicable to the products, including Vectibix® and Enbrel®, and activities of Licensee that are carried on by assignee(s) after such assignment(s) or by successor(s) after such succession(s).

ARTICLE VI -- REPRESENTATIONS: LIMITATIONS

6.1 UIRF hereby represents and warrants to Licensee as of the Effective Date that UIRF is the owner of the Licensed Patents, including U.S. Patent Nos. 5,168,062 and 5,385,839, issued December 1, 1992, and January 31, 1995 respectively, titled TRANSFER VECTORS AND

MICROORGANISMS CONTAINING HUMAN CYTOMEGALOVIRUS (HCMV) IMMEDIATE-EARLY PROMOTER-REGULATORY DNA SEQUENCE, and has the right to grant the license purported to be granted under this Agreement. Each party represents that it has full authority or has been duly authorized to execute this Agreement and that the terms of this Agreement are not inconsistent with other contractual obligations, express or implied, which it may have.

6.2 Except as set forth in Section 6.1 above, nothing in this Agreement shall be construed as:

- a) a warranty or representation by UIRF as to the validity or scope of any Licensed Patents; or
- b) a warranty or representation that anything made, used, sold or otherwise commercialized under the license granted in this Agreement is or will be free from infringement of patents owned by third parties; or
- c) conferring a right to use in advertising, publicity or otherwise the name of the UI or UIRF, or the inventors, unless (i) UIRF and UI have specifically approved the same in writing, or (ii) such use is required by law; or
- d) conferring by implication, estoppel or otherwise any license or rights under any patents of the UIRF/UI other than Licensed Patents, regardless of whether such patents are dominant or subordinate to Licensed Patents (however, UIRF is not aware of any UIRF patent or application dominant to Licensed Patents); or
- e) an obligation to furnish any know-how not provided in Licensed Patents.

6.3 Except as set forth in Section 6.1, UIRF expressly disclaims any and all implied or express warranties and makes no express or implied warranties of merchantability or fitness for any particular purpose of the Licensed Patents, biological materials or processes or Licensed Products contemplated by this Agreement.

ARTICLE VII -- GENERAL

7.1 Each of the Parties acknowledges and agrees to keep this Agreement and the terms hereof confidential and not to disclose, directly or indirectly, this Agreement or its terms to any person other than a party hereto, without the prior written consent of the other party hereto, except that, without such consent, (a) a party hereto may disclose this Agreement and/or the terms hereof, under obligations of confidentiality substantially similar to those set forth herein, to third parties as reasonably necessary to meet pre-existing contractual obligations to such third parties, (b) this Agreement and its terms may be disclosed to the extent required by applicable law, subpoena, summons or other court process, and (c) a party may disclose financial terms of this Agreement consistent with generally accepted accounting procedures to government officials who have authority and responsibility to oversee or audit the financial records of the applicable party to this Agreement. In the event a party hereto is required by law or legal process to disclose any terms of

this Agreement, it will provide the other party hereto with prompt notice of such legal requirement or the receipt of legal process to enable such party to seek an appropriate protective order.

7.2 UIRF shall have the responsibility for the prosecution, filing and maintenance of all Licensed Patents, including the conduct of all interference, opposition, nullity and revocation proceedings, as well as responsibility for all fees and costs associated therewith.

7.3 UIRF shall have the right but not the obligation at its expense to initiate any proceeding relating to any infringement by a third party of any Licensed Patents in the Licensed Field.

7.4 UIRF shall have no obligation to defend any action for infringement brought against Licensee by a third party, but UIRF shall cooperate with Licensee in the defense of any action for infringement of Licensed Patents brought by a third party against Licensee.

7.5 The relationship between UIRF and Licensee shall be that of independent contractors. UIRF and Licensee shall have no other relationship other than as independent contracting parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound to the acts or conduct of the other.

7.6 Licensee shall indemnify and hold harmless UIRF, the UI and the State of Iowa Board of Regents and their employees, officers, agents, consultants and their respective successors, heirs and assigns, from any third party action or claim, including, without limitation, for liability for death, personal injury, illness or property damage, arising (a) out of the use by Licensee of any method under Licensed Patents and/or (b) out of any use, sale or other disposition of Licensed Products by Licensee or its transferees under this Agreement and/or (c) from Licensee's publication or distribution of test reports, data and other information relating to Licensed Products.

7.7 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid, illegal or unenforceable provisions had never been contained in it and the parties will negotiate in good faith with a view to the substitution therefor of a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such severed provision.

7.8 Neither party may waive or release any of its rights or interests in this Agreement except in writing. Any delay or failure to assert any right arising from this Agreement shall not be deemed or construed to be a waiver of such right.

7.9 The headings of the sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

ARTICLE VII -- NOTICES; APPLICABLE LAW

8.1 Any notice, report or payment provided for in this Agreement shall be deemed sufficiently given when sent by facsimile, nationally recognized courier (with record of delivery), or regular, certified or registered mail addressed to the party for whom intended at the following addresses, or to such address as either party may hereafter designate in writing to the other:

For Licensor, UIRF:

IOWA Centers for Enterprise
University of Iowa Research Foundation
Brenda L. Akins, Associate Director
2660 University Capitol Centre (UCC)
200 South Capitol Street
Iowa City, Iowa 52242
Phone: 319-335-4546
Facsimile: 319-335-4489

For Licensee, AMGEN INC.

Corporate Secretary
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Phone: 805-447-1000
Facsimile: 805-499-6751

8.2 This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Iowa.

[Continued on Following Page]

IN WITNESS WHEREOF, both the UIRF and Licensee have executed this Agreement by their respective and duly authorized officers on the day and year written. This Agreement is effective as of the date of the last signature below.

LICENSOR
UNIVERSITY OF IOWA RESEARCH FOUNDATION

LICENSEE
AMGEN INC.

BY _____

NAME: PAMELA K. YORK, PH.D.

TITLE: EXECUTIVE DIRECTOR

DATE: _____

BY Kham

NAME: Kevin W. Sharer

TITLE: Chairman of the Board, CEO & President


DATE: March 26, 2009



IN WITNESS WHEREOF, both the UIRF and Licensee have executed this Agreement by their respective and duly authorized officers on the day and year written. This Agreement is effective as of the date of the last signature below.

LICENSOR
UNIVERSITY OF IOWA RESEARCH FOUNDATION

LICENSEE
AMGEN INC.

BY 
NAME: PAMELA K. YORK, PH.D.
TITLE: EXECUTIVE DIRECTOR
DATE: 3/24/09

BY _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT "C"

Settlement Agreement between University of Iowa, University of Iowa Foundation, Amgen Inc., Immunex Corporation, Amgen USA, Inc., Amgen Manufacturing, Limited, and Immunex Rhode Island Corporation

**RELEASE GIVEN BY
UNIVERSITY OF IOWA AND UNIVERSITY OF IOWA RESEARCH FOUNDATION**

This Release (this "Release") is made and delivered pursuant to the Settlement Agreement dated the ___ day of March, 2009 by and among UNIVERSITY OF IOWA, UNIVERSITY OF IOWA RESEARCH FOUNDATION, (hereinafter collectively the "Iowa Parties") and AMGEN INC., AMGEN USA, INC., AMGEN MANUFACTURING, LIMITED, IMMUNEX CORPORATION, AND IMMUNEX RHODE ISLAND CORPORATION (hereinafter collectively the "Amgen Parties") and is effective only as to activity and conduct occurring through and including December 31, 2008.

WHEREAS, the Iowa Parties filed an action for patent infringement against the Amgen Parties in the United States District Court for the Southern District of Iowa, Davenport Division, Civil Action No. 3:08-cv-00112-JEG-TJS (hereinafter the "Lawsuit");

WHEREAS, the Iowa Parties and the Amgen Parties have agreed to settle finally and irrevocably their disputes and differences

This Release is made and delivered in connection with, and in consideration for, at the least, the rights, benefits and duties contained in the Settlement Agreement and/or Exhibits attached thereto.

1. Release

Each and all of the Iowa Parties and their agents, heirs, officers, employees, directors, successors and assigns irrevocably release, remise, acquit and forever discharge each and all of the Amgen Parties, their representatives and heirs, subsidiaries and all of their predecessors-in-interest and successors-in-interest, affiliates and each of them and their affiliates' past and present shareholders, trustees, officers, directors, employees, representatives, agents, successors and permitted assigns from any and all claims, demands, actions, causes of action, losses and expenses

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(including attorneys' fees and costs) of whatever kind or nature, legal or equitable, existing or contingent, whether known or unknown, and whether asserted or unasserted, that arise from, relate to or are based upon the Licensed Patents (as defined in the License Agreement of even date herewith between Amgen Inc. and University of Iowa Research Foundation), including without limitation the allegations set forth in the Lawsuit, and occurring prior to and including December 31, 2008. Without limiting the foregoing, this release also applies to third parties to the extent such third parties' activities (a) were conducted under contract with a released party and (b) related to Enbrel® and/or Vectibix®. All of the claims released above are referred to as the "Released Claims."

2. Ownership of Claims

Each of the Iowa Parties represent and certify that as of the Effective Date of the Settlement Agreement and the date of this Release (a) the Iowa Parties own all right, title and interest in U.S. Patent Nos. 5,168,062 and 5,385,839 titled TRANSFER VECTORS AND MICROORGANISMS CONTAINING HUMAN CYTOMEGALOVIRUS (HCMV) IMMEDIATE-EARLY PROMOTER REGULATORY DNA SEQUENCE, and any patents issuing thereon or claiming priority thereto, including any continuations, continuations-in-part, divisions, reissues, reexaminations and extensions thereof and patents (including foreign patents) corresponding thereto ("Released Patents"), (b) the Iowa Parties have the sole and exclusive right to enforce the Released Patents, and to settle or otherwise release any and all claims under the Released Patents, including without limitation claims of past infringement, and (c) no claims any of them has, may have, or may have had which is within the scope of this Release have been sold, transferred, or assigned to any other person or entity.



3. Successors in Interest

This Release shall be binding upon any successors in interest to the entities executing it.

IN WITNESS WHEREOF, each of the Iowa Parties has duly executed this Release by its duly authorized representative.

UNIVERSITY OF IOWA

By: *Sally Mason*
Print Name: Sally Mason
Its: President

UNIVERSITY OF IOWA RESEARCH FOUNDATION

By: *Pamela K. York*
Print Name: PAMELA K. YORK
Its: EXECUTIVE DIRECTOR 3/24/09

EXHIBIT "D"

Settlement Agreement between University of Iowa, University of Iowa Foundation, Amgen Inc., Immunex Corporation, Amgen USA, Inc., Amgen Manufacturing, Limited, and Immunex Rhode Island Corporation

**RELEASE GIVEN BY
AMGEN INC., AMGEN USA, INC., AMGEN MANUFACTURING, LIMITED, IMMUNEX
CORPORATION, AND IMMUNEX RHODE ISLAND CORPORATION**

This Release (this "Release") is made and delivered pursuant to the Settlement Agreement dated the 26 day of March, 2009 by and among UNIVERSITY OF IOWA, UNIVERSITY OF IOWA RESEARCH FOUNDATION, (hereinafter collectively the "Iowa Parties") and AMGEN INC., AMGEN USA, INC., AMGEN MANUFACTURING, LIMITED, IMMUNEX CORPORATION, AND IMMUNEX RHODE ISLAND CORPORATION (hereinafter collectively the "Amgen Parties") and is effective only as to activity and conduct occurring through and including December 31, 2008.

WHEREAS, the Iowa Parties filed an action for patent infringement against the Amgen Parties in the United States District Court for the Southern District of Iowa, Davenport Division, Civil Action No. 3:08-CV-00112-JEG-TJS (hereinafter the "Lawsuit");

WHEREAS, the Iowa Parties and the Amgen Parties have agreed to settle finally and irrevocably their disputes and differences

This Release is made and delivered in connection with, and in consideration for, at the least, the rights, benefits and duties contained in the Settlement Agreement and Exhibits attached thereto.

1. Release

Each and all of the Amgen Parties and their agents, heirs, officers, employees, directors and successors irrevocably release, remise, acquit and forever discharge each of the Iowa Parties from any and all claims, demands, actions, causes of action, losses and expenses (including attorneys' fees and costs) of whatever kind or nature, legal or equitable, existing or contingent, whether known or unknown, and whether asserted or unasserted, that arise from the defenses or compulsory

counterclaims (including at least counterclaims for non-infringement or patent invalidity) that could have been asserted in response to the allegations set forth in the Lawsuit and occurring prior to and including December 31, 2008, to the extent that the Release of even date herewith given by the Iowa Parties to the Amgen Parties and/or the License Agreement between the University of Iowa Research Foundation and Amgen Inc. provide the Amgen Parties protection from claims of infringement of the Licensed Patents (as defined in the License Agreement of even date herewith between Amgen Inc. and University of Iowa Research Foundation). All of the claims released above are referred to as the "Released Claims". This Release is personal to the Iowa Parties and, for the sake of clarity, does not limit or otherwise restrict in any way any of the Amgen Parties from (a) initiating or asserting any claims, demands, actions, causes of action, or defenses with respect to any other parties, including any claims related to the patent rights involved in the Lawsuit, or (b) asserting any defenses or counterclaims (including claims for non-infringement or patent invalidity) in response to any claims, demands, actions or causes of action brought by or on behalf of the Iowa Parties after December 31, 2008.

2. Ownership of Claims

Each of the Amgen Parties represent and certify that as of the Effective Date of the Settlement Agreement no claims any of them has, may have, or may have had which is within the scope of this Release have been sold, transferred, or assigned to any other person or entity.

3. Successors in Interest

This Release shall be binding upon any successors in interest to the entities executing it.

IN WITNESS WHEREOF, each of the Amgen Parties has duly executed this Release by its duly authorized representative.

AMGEN INC.

By: David J. Scott

Print Name: David J. Scott



Its: Senior Vice President, General Counsel & Secretary

AMGEN USA, INC.

By: David J. Scott

Print Name: David J. Scott

Its: Senior Vice President & Secretary

AMGEN MANUFACTURING, LIMITED

By: David J. Scott

Print Name: David J. Scott

Its: Senior VP, General Counsel & Asst Secretary

IMMUNEX CORPORATION

By: David J. Scott

Print Name: David J. Scott

Its: Senior Vice President & Secretary

[Signatures Continue on Following Page]

IMMUNEX RHODE ISLAND CORPORATION

By: David J. Scott

Print Name: David J. Scott

Its: Senior Vice President & Secretary