

EXHIBIT A

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between the State of Minnesota, through its Environmental Natural Resources Trust Fund ("ENRTF") and Regents of the University of Minnesota, through its Office for Technology Commercialization ("University") having an effective date as of the date of last signature below.

WHEREAS, University and Legislative-Citizen Commission on Minnesota Resources ("LCCMR") entered into that certain Memorandum of Understanding (identified by University as A20170049) in order to implement procedures to carry out the requirements of Minn. Stat. § 116P including, but not limited to, Minn. Stat. § 116P.10(b);

WHEREAS, ENRTF has funded projects at University that are subject to the provisions of Minn. Stat. § 116P; and

WHEREAS, pursuant to Minn. Stat. § 116P.10(b) the ENRTF owns and shall take title to the percentage of a royalty, copyright, or patent resulting from a project supported by the fund equal to the percentage of the project's total funding provided by the fund; and

WHEREAS, the University has received disclosure of invention(s) made by the University pursuant to a project funded (at least in part) by ENRTF; and

WHEREAS, ENRTF desires the University take the lead in commercialization and possible licensing of the inventions and potential patent applications and patents; and

WHEREAS, ENRTF and University wish to document their understandings relating to the University's role in in commercialization and possible licensing of the inventions and potential patent applications and patents.

NOW, THEREFORE, ENRTF and University agree as follows:

1. Notification of Invention Disclosures received by the University

University hereby notifies LCCMR and ENRTF of its receipt of Intellectual Property Disclosure Forms ("IPDF") having the titles:

"New process for conversion of scum and waste oil to biodiesel" which has been assigned case number UMN Case 20150113 and;

"Fermentative Flat-sheet Membrane Technology to Generate and Capture Hydrogen or Methane from Wastewater" which has been assigned UMN case number 20150014.

2. License to University

ENRTF agrees to grant and hereby does grant an exclusive license under any and all rights of ENRTF to the inventions set forth in the IPDF described in Section 1 hereinabove to an exclusive license to make (including to have made on its behalf), use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of products or services that embody or utilize the inventions described in the IPDF and that would infringe one or more claims in any patent or patent application filed by the University before the date of this Agreement and as further set forth below in Section 3 below. This grant includes all territories and all fields of use. This grant also includes the rights to carry out the activities set forth in Section 3 below.

3. Responsibility for Marketing and Patent Prosecution

University will take the lead in all commercialization, marketing and licensing activities relating to inventions set forth in the IPDF. University will have complete discretion regarding structure of agreements with third party(ies) (e.g. option, license, license with option to sublicense) and compensation to be paid by such third party(ies) to University. University will have complete discretion regarding the amount of effort and resources allocated by University to such commercialization, marketing and licensing activities. Upon request, or if significant events such as licensing or patent issuance occur, University will provide updates to ENRTF or its designates regarding the status of commercialization, marketing, licensing and patenting activities with respect to inventions set forth in the IPDF. University will take the lead in all matters relating to prosecution of patent applications arising from inventions disclosed in the IPDF. University will have complete discretion in obtaining patent protection for inventions set forth in the IPDF including, but not limited to, selection of and interaction with patent counsel, direction of patent prosecution, any decision to file patent applications in the first instance, any decision to file subsequent patent applications, in the preparation of such patent applications, and in the prosecution of any such patent applications before the United States Patent and Trademark Office and foreign patent offices, amendment or cancellation of claims, and abandonment of applications. ENRTF agrees to execute all documents required for prosecution of such applications as necessary. University will have complete discretion regarding the amount of effort and resources allocated by University to patent prosecution activities. University may delegate responsibility for patent prosecution to a Licensee if requested by the Licensee.

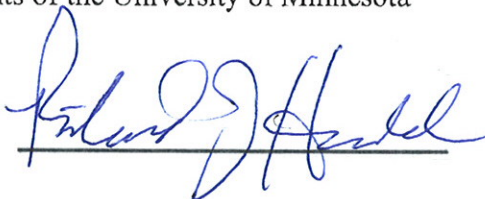
In the event that University assigns rights under any inventions described in the IPDF or in any patents or patent applications directed toward inventions set forth in the IPDF pursuant to Minn. Stat. § 116P.10(b), University will retain all discretion regarding commercialization, marketing, licensing and patent protection as set forth above.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License Agreement.

Regents of the University of Minnesota

State of Minnesota

By:




By:



Associate Jay W. Schrankler *Richard Huebsch*
Executive Director
Office for Technology Commercialization

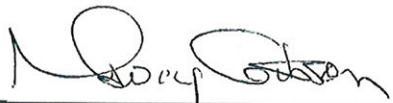
Date: 9-8-16

State of Minnesota

By: 
Sen. David Tomassoni
Co-Chair
Legislative-Citizen Committee on
Minnesota Resources

Date: _____

State of Minnesota


By: 
Nancy Gibson
Co-Chair
Legislative-Citizen Committee on
Minnesota Resources

Date: _____

Susan Thornton
Director
Legislative-Citizen Committee on
Minnesota Resources

Date: 8/26/16

State of Minnesota

By: 
Rep. John Persell
Co-Chair
Legislative-Citizen Committee on
Minnesota Resources

Date: _____

