Licensing Agreement

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13. General
Neither party may assign any obligation or right under this Agreement without the other party’s prior written consent. This Agreement may be amended only by an agreement in writing signed by each of the parties hereto. This Agreement, and all related disputes, shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law principles. All disputes hereunder shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. This Agreement states the entire agreement of the parties with respect to its subject matter, and supersedes all prior or simultaneous agreements and understandings relating thereto.
IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

PRESIDENT & FELLOWS OF
HARVARD COLLEGE
Arnold Arboretum Library and Archives

__________________________
(Licensee)

By:________________________

By:________________________

Title:_____________________

Title:_____________________

Date:_____________________

Date:_____________________