

ARTICLE AND VIDEO LICENSE AGREEMENT

full, unfettered access to the facilities of the Author or of the Author's institution as necessary to make the Video, whether actually published or not. JoVE has sole discretion as to the method of making and publishing the Materials, including, without limitation, to all decisions regarding editing, lighting, filming, timing of publication, if any, length, quality, content and the like.

11. **Indemnification.** The Author agrees to indemnify JoVE and/or its successors and assigns from and against any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of any warranty or other representations contained herein. The Author further agrees to indemnify and hold harmless JoVE from and against any and all claims, costs, and expenses, including attorney's fees, resulting from the breach by the Author of any representation or warranty contained herein or from allegations or instances of violation of intellectual property rights, damage to the Author's or the Author's institution's facilities, fraud, libel, defamation, research, equipment, experiments, property damage, personal injury, violations of institutional, laboratory, hospital, ethical, human and animal treatment, privacy or other rules, regulations, laws, procedures or guidelines, liabilities and other losses or damages related in any way to the submission of work to JoVE, making of videos by JoVE, or publication in JoVE or elsewhere by JoVE. The Author shall be responsible for, and shall hold JoVE harmless from, damages caused by lack of sterilization, lack of cleanliness or by contamination due to the making of a video by JoVE its employees, agents or independent contractors. All sterilization, cleanliness or decontamination procedures shall be solely the responsibility of the Author and shall be undertaken at the Author's

expense. All indemnifications provided herein shall include JoVE's attorney's fees and costs related to said losses or damages. Such indemnification and holding harmless shall include such losses or damages incurred by, or in connection with, acts or omissions of JoVE, its employees, agents or independent contractors.

12. **Fees.** To cover the cost incurred for publication, JoVE must receive payment before production and publication the Materials. Payment is due in 21 days of invoice. Should the Materials not be published due to an editorial or production decision, these funds will be returned to the Author. Withdrawal by the Author of any submitted Materials after final peer review approval will result in a US\$1,200 fee to cover pre-production expenses incurred by JoVE. If payment is not received by the completion of filming, production and publication of the Materials will be suspended until payment is received.

13. **Transfer, Governing Law.** This Agreement may be assigned by JoVE and shall inure to the benefits of any of JoVE's successors and assignees. This Agreement shall be governed and construed by the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision thereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

A signed copy of this document must be sent with all new submissions. Only one Agreement required per submission.

CORRESPONDING AUTHOR:

Name:

Henry Qixiang Li

Department:

Institution:

Crown Bioscience, Inc.

Article Title:

Immunophenotyping of orthotopic xenografts (xenografts) of pancreatic ductal adenocarcinoma by flow cytometry

Signature:



Date:

10/11/2017

Please submit a signed and dated copy of this license by one of the following three methods:

- 1) Upload a scanned copy of the document as a pdf on the JoVE submission site;
- 2) Fax the document to +1.866.381.2236;
- 3) Mail the document to JoVE / Attn: JoVE Editorial / 1 Alewife Center #200 / Cambridge, MA 02139

For questions, please email submissions@jove.com or call +1.617.945.9051