

# EXHIBIT 9

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF THE TRUSTEES OF  
THE LELAND STANFORD JUNIOR  
UNIVERSITY,

Plaintiff,

vs.

No. C-05-04158 MHP

ROCHE MOLECULAR SYSTEMS, INC.;  
ROCHE DIAGNOSTICS CORPORATION;  
ROCHE DIAGNOSTICS OPERATIONS,  
INC.; ROCHE DIAGNOSTIC SYSTEMS,  
INC.,

Defendant.

CERTIFIED  
COPY

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AND RELATED COUNTERCLAIM.

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CONFIDENTIAL - ATTORNEYS' EYES ONLY  
VIDEOTAPED DEPOSITION OF JEFFREY PRICE, Ph.D.

Berkeley, California

Friday, September 29, 2006

Reported by:  
SUZANNE F. BOSCHETTI  
CSR No. 5111

Job No. 3-53825

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Confidential videotaped deposition of JEFFREY  
PRICE, Ph.D., taken on behalf of Plaintiff and  
Counterclaim Defendants The Board of the Trustees of the  
Leland Stanford Junior University, at Doubletree Hotel,  
200 Marina Boulevard, Berkeley, California, beginning at  
1:00 p.m. and ending at 5:54 p.m. on Friday, September  
29, 2006, before SUZANNE F. BOSCHETTI, Certified  
Shorthand Reporter No. 5111.

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2

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4 the Trustees of the Leland Stanford Junior University,  
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**WITNESS:**

**EXAMINATION**

**JEFFREY PRICE, Ph.D.**

**BY MS. WILKINSON**

6

**EXHIBITS**

**(None produced)**

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05:46:48 1

trying to develop a product. Another kind of study would be a clinical study in which we would collaborate or supply materials or something or know-how. I'm not aware of any Cetus-sponsored studies under our R&D. I -- I don't remember them if we did them for HIV.

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05:46:54 3

05:46:57 4

05:47:04 5

05:47:04 6

BY MS. WILKINSON:

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Q. Do you remember any HIV studies using PCR -- do you remember any clinical HIV studies using PCR that Cetus was involved with?

MR. BOOZELL: Vague and ambiguous.

THE WITNESS: Right off hand, no.

I'm just looking at this agreement that you gave me just a moment ago to look at again, the Exhibit 29, December 19th MTA with Merigan.

Q. Mm-hmm.

A. And we -- one of the questions you asked me, it was -- it was sort of difficult for me to understand, but it had to do with this section about an exclusive license for Cetus -- you know, potentially granting exclusive license to Cetus.

And one of the things that I tried to make clear, but I'm not sure how clear I made it because, you know, I -- I really didn't fully understand the question, but I don't believe we ever paid a dime for a nonexclusive license. We either paid for a license that

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05:49:19 1 was exclusive, or we had the right to use the technology  
05:49:27 2 nonexclusively without payment. That was basically our  
05:49:33 3 policy.

05:49:34 4 And -- and the vast majority of things that I  
05:49:37 5 was involved in, if we wanted it badly enough to be  
05:49:43 6 exclusive, we'd pay a royalty. If we didn't want it  
05:49:46 7 that badly, then we'd just take a nonexclusive, free.  
05:49:52 8 And it was -- it was our understanding that when we did  
05:49:56 9 these deals, because we had the technology underlying,  
05:50:05 10 we might not need any more than a nonexclusive license,  
05:50:08 11 and we certainly weren't going to pay for that because  
05:50:11 12 that, we felt, was due to us as part of the agreement.

05:50:15 13 Now I tried to make that clear to you, but it's  
05:50:17 14 not -- but the more I think about it, just looking at  
05:50:20 15 this -- I mean, because you -- you kept asking me is  
05:50:24 16 there -- is there a royalty, you know, and -- and the  
05:50:28 17 question, I think, is -- is sort of irrelevant. It's --  
05:50:31 18 if we have a nonexclusive license and that's all we  
05:50:35 19 need, then that's what we get, and we don't pay any  
05:50:38 20 royalty. If we want an exclusive license, we would  
05:50:41 21 negotiate a royalty. So in this clause, I think what  
05:50:48 22 "negotiating a reasonable royalty in good faith" means  
05:50:52 23 is for exclusive.

05:50:54 24 Q. Do you have any recollection about discussing  
05:50:56 25 that particular clause with anybody?

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I, JEFFREY PRICE, Ph.D., do hereby declare under penalty of perjury that I have read the foregoing transcript of my deposition; that I have made such corrections as noted herein, in ink, initialed by me, or attached hereto; that my testimony as contained herein, as corrected, is true and correct.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (City) (State)

\_\_\_\_\_  
JEFFREY PRICE, Ph.D.



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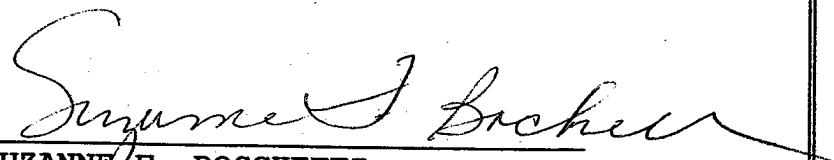
I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated:           OCT 13 2006          

  
\_\_\_\_\_  
SUZANNE F. BOSCHETTI  
CSR NO. 5111