

**RESEARCH LICENSE AGREEMENT
WITH THE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**

This Agreement is entered into between the National Institute of Standards and Technology (NIST), a primary operating unit of the United States Department of Commerce, having offices at 100 Bureau Drive, Stop 2200, Gaithersburg, MD 20899-2200, and _____ (LICENSEE) having a place of business at _____.

WHEREAS, the Department of Commerce, pursuant to 35 U.S.C. 207 and 37 C.F.R. 404, is authorized to apply for, obtain and maintain patents on federally owned inventions in the United States and in foreign countries; to grant nonexclusive, partially exclusive or exclusive licenses under such federally owned patents and patent applications; and to undertake all other suitable and necessary steps to protect and administer rights to federally owned inventions; and

WHEREAS, NIST desires, in the public interest, that the subject invention be perfected, marketed and practiced so that the benefits are readily available for widest possible utilization in the shortest time possible; and

WHEREAS, LICENSEE represents that it has the facilities, personnel and expertise to expend reasonable efforts to investigate the commercial feasibility of the subject invention.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and obligations hereinafter set forth, NIST and LICENSEE, intending to be lawfully bound, do hereby agree as set forth below.

Article I
Definitions

1.1 Licensed Patent(s) shall mean U.S. Patent Number _____, entitled “_____,” issued _____, and all reissues, renewals, reexamination certificates and extensions of such patent.

1.2 Licensed Product(s) shall mean a product encompassed within the scope of a claim in a Licensed Patent.

1.3 Licensed Process(es) shall mean a process encompassed within the scope of a claim in a Licensed Patent.

1.4 Licensed Territory shall mean the United States of America, its territories, possessions and commonwealths.

1.5 Government shall mean the Federal Government of the United States of America.

1.6 Non-Commercial Research shall mean experimental or developmental noncommercial activities where no direct financial benefit is being derived from the Licensed Product. (Example: Any compensated use beyond evaluating the Licensed Product is not Non-Commercial Research.)

ARTICLE II

Grants

2.1 NIST hereby grants to LICENSEE, subject to the terms and conditions herein, a noncommercial, nonexclusive, research license, under the Licensed Patent(s) to make, have made and use Licensed Product(s), and to practice the processes encompassed by the Licensed Patent(s), for noncommercial research purposes, in the Licensed Territory for the term of this Agreement.

2.2 This Agreement does not include any rights to make, sell or use Licensed Products or Licensed Processes for commercial purposes or in lieu of purchase as a commercial product. Also, this Agreement in no way obligates NIST to grant to LICENSEE an exclusive or nonexclusive commercialization license to Licensed Patent(s).

2.3 No right or license is granted or implied to LICENSEE or any person claiming through LICENSEE under any patent or patent application other than those specifically identified herein as Licensed Patents.

ARTICLE III

Royalties

3.1 The License is royalty-free.

ARTICLE IV

Licensee Performance

4.1 LICENSEE agrees that its intentions in entering this Agreement are solely to determine the commercial feasibility of Licensed Products and Licensed Processes. LICENSEE shall expend reasonable efforts and resources to investigate the commercial feasibility of Licensed Products and Licensed Processes.

4.2 LICENSEE agrees that research under this Agreement shall take place substantially in the United States.

ARTICLE V

Duration and Termination

5.1 This Agreement shall commence on the Effective Date and, unless sooner terminated as provided in this Article, shall remain in effect until _____.

5.2 LICENSEE and NIST each have the right to terminate this Agreement upon 30 days notice in writing to the other Party.

ARTICLE VI

General

6.1 NIST does not warrant the patentability or validity of the Licensed Patent(s) and makes no representations whatsoever with regard to the scope of the Licensed Patent(s) or that such Licensed Patent(s) may be exploited without infringing other patents. NIST further does not warrant the merchantability or fitness of the Licensed Product(s) or Licensed Process(es) for any particular purpose or any other warranty, express or implied. LICENSEE shall indemnify and hold harmless the Government from any claims, costs, damages or loss that may arise from the use of the Licensed Product(s) or Licensed Process(es).

Research License No:
Licensee:

6.2 This Agreement shall not be transferred to any party .

6.3 The name of the Government employee inventor(s), the name of any agency or department of the Government or any adaptation of the above shall not be used in any promotional activity without prior written approval from NIST.

6.4 In the event of a dispute arising under this agreement, either party may terminate this agreement upon 30 days notice in writing to the other party.

6.5 The interpretation and application of the provisions of this Agreement shall be governed by the laws of the United States as interpreted and applied by the Federal courts in the District of Columbia.

6.6 Written notices required to be given under this Agreement shall be considered duly given on the date mailed if mailed by first class mail, postage prepaid and addressed as follows:

If to NIST: Director, Office of Technology Partnerships
NIST
100 Bureau Drive, Stop 2200
Gaithersburg, MD 20899-2200

If to LICENSEE: _____

or such other address as either party may request in writing.

6.7 This Agreement constitutes the entire understanding and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof or information relating thereto except for any non-disclosure agreement relating to the claims of the Licensed Patent(s) which non-disclosure agreement, if any, is incorporated herein by reference, and neither party shall be obligated by any condition, promise or representation other than those expressly stated herein or as may be subsequently agreed to by the parties hereto in writing.

6.8 The Effective Date of this Agreement shall be the date when it is fully executed on behalf of NIST.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Research License No:
Licensee:

LICENSEE:

By: _____

(date)

Print Name: _____

(title)

Mailing Address for Notices:

National Institute of Standards and Technology:

Laboratory Director

(date)

NIST Counsel

(date)

Director, Office of Technology Partnerships

(date)

Mailing Address for Notices:

National Institute of Standards and Technology
Director, Office of Technology Partnerships
100 Bureau Drive, Stop 2200
Gaithersburg, MD 20899-2200