

**RESEARCH LICENSE AGREEMENT
WITH THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

This Agreement is entered into between the National Oceanic and Atmospheric Administration (NOAA), a primary operating unit of the United States Department of Commerce, having offices at 1335 East West Highway, Room 106, Silver Spring, MD 20910, and COMPANY (LICENSEE) having a place of business at ADDRESS.

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, NOAA 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, NOAA and LICENSEE, intending to be lawfully bound, do hereby agree as set forth below.

Article I
Definitions

- 1.1 Licensed Patent(s) shall mean NUMBER entitled TITLE and all reissues, renewals, reexamination certificates and extensions of such patents.
- 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 Research shall mean experimental or developmental activities where no direct financial benefit is being derived from the Licensed Product.

ARTICLE II
Grants

- 2.1 NOAA hereby grants to LICENSEE, subject to the terms and conditions herein 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 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 NOAA 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.
- 2.4 Licensee agrees that this Agreement does not preclude NOAA from licensing the Licensed Patents or Licensed Product or Process to third parties for research or commercialization purposes. Licensee acknowledges that third parties also may be evaluating the Licensed Patent for a variety of commercial purposes, and no guarantee can be made to Licensee that an exclusive commercialization license for any field of use would be available should Licensee apply for such a license. NOAA will follow 37 CFR Part 404 for granting fair access to exclusive, coexclusive or nonexclusive commercialization licenses.

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 is effective when signed by all parties and shall be active for one year.
- 5.2 This Agreement may be modified or terminated by NOAA subject to the provisions of Paragraph 5.3 below, if it is determined that:
 - (a) LICENSEE or any included AFFILIATE fails to meet the obligations set forth in Article IV above;

- (b) LICENSEE has willfully made a material false statement or willfully omitted a material fact in the license application or in any report required by this Agreement
 - (c) LICENSEE or any included AFFILIATE commits a substantial breach of any promise, covenant or obligation contained in this Agreement;
 - (d) LICENSEE is adjudged a bankrupt, files a petition for bankruptcy or has its assets placed in the hands of a receiver or makes any assignment or other accommodation for the benefit of creditors; or
 - (e) LICENSEE or any included AFFILIATE is held by a court of competent jurisdiction without taking a further appeal to have misused any Licensed Patent.
- 5.3 Prior to any modification or termination of this Agreement, NOAA shall furnish LICENSEE a written notice of intention to modify or terminate; and the LICENSEE shall be allowed thirty (30) days after the date of such notice to remedy any breach or default of any promise, covenant or obligation of this Agreement or to show cause why this Agreement should not be modified or terminated.
- 5.4 At any time upon ninety (90) days prior written notice, LICENSEE may terminate this Agreement. If LICENSEE terminates this Agreement in accordance with the provisions of this Paragraph 5.4 without cause, LICENSEE shall provide NOAA with all non-confidential technical data generated after the Effective Date of this Agreement by LICENSEE and its AFFILIATES involving the Licensed Product; and NOAA shall be free to disclose such data to any third party.
- 5.5 LICENSEE and NOAA may mutually agree to modify or terminate this Agreement at any time.

ARTICLE VI
General

- 6.1 NOAA 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. NOAA 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).
- 6.2 This Agreement may 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 NOAA.
- 6.4 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.
- 6.5 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 NOAA:

National Oceanic and Atmospheric Administration

Technology Partnerships Office
Attn: Technology Transfer Program Manager
1335 East West Highway, Room 106
Silver Spring, MD 20910

If to LICENSEE:

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

6.6 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.

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

LICENSEE: COMPANY NAME

By: _____ (date)

Print Name:

Title: _____

Company Mailing Address for Notices:

COMPANY
ADDRESS

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Director, NOAA Laboratory (date)

Director, Technology Partnerships Office (date)

Mailing Address for Notices:

National Oceanic and Atmospheric Administration
Technology Partnerships Office
1335 East West Highway, Room 106
Silver Spring, MD 20910